

**EEAST ON-BILL REPAYMENT PROGRAM**

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**Purpose**

This schedule describes the on-bill repayment service that Pacific Power will provide in compliance with the Energy Efficiency and Sustainable Technologies (EEAST) legislation, codified as ORS 470.050 through ORS 470.720. This program will enable Consumers to access low-interest, long-term financing for energy efficiency measures. The loans can be repaid using the on-bill repayment service to include the monthly loan repayment amount on the Consumer's electricity bill.

**Available**

To participating Consumers served by the Company within its service territory.

**Applicable**

Consumers of premises with electricity as the primary heat source as indicated in ORS.470.555 (4). Participation in this program is dependent on the Consumer continually taking service with the Company.

**Administration**

The entity acting as the EEAST sustainable energy project manager or otherwise authorized to administer EEAST loans, in accordance with ORS 470-500 e. seq., will cause to be reimbursed to the Company for all expenses associated with providing this service, including but not limited to, billing system changes, loan setup or loan termination and incremental activities associated with the accounting of and the processing of bill payments.

**Monthly Billing**

The EEAST loan servicer is responsible for determining the monthly billing amount for each loan and the number of months each Consumer should be billed. The monthly billing amount and billing duration will be communicated to the Company by the EEAST loan servicer for the purposes of billing the Consumer.

**Schedule Provisions**

The loan repayment amount shall be determined by the EEAST loan servicer. Pacific Power shall display the EEAST loan servicer's-calculated amount on the Consumer's monthly electric bill. The Consumer shall remit the amount to Pacific Power with the Consumer's monthly electric bill payment. The Consumer's EEAST loan payment behavior will not affect the Consumer's credit standing with the Company.

The Company is not responsible for determining credit worthiness for the EEAST loan, assessing cost-effective improvements, measuring or verifying the work performed, financing or determining the monthly loan repayment amount to be billed.

The EEAST loan servicer must obtain written consent from the participating Consumer that states that the Consumer agrees to allow the Company to provide the EEAST loan servicer with Consumer specific bill payment information and certifies that the Consumer is aware of the Company's limited role in the loan repayment process.

The EEAST loan servicer must provide evidence to the Company's satisfaction of its compliance with the Federal Trade Commission's FACTA Identity Theft Prevention Program.

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**Schedule Provisions** *(continued)*

The specified EEAST loan repayment amount will be billed according to the Consumer's standard billing cycle and payment will be required by the due date assigned to the electric service charges. The Consumer may not select a preferred due date that falls outside of the Company's standards for electric service charges.

The loan repayment amount will appear as a specific line item on the Consumer's monthly bill until such time as:

- the Consumer has failed to make timely loan repayments and delinquency has exceeded program limitations; or
- the Consumer's electric service account has been closed; or
- the EEAST loan servicer provides written notification to the Company to remove the billing; or
- the repayment timeframe is completed.

All payments received by the Company toward the Consumer's account that are less than the total amount billed by the Company will first apply towards those charges related to the provision of Electric Service including deposits, current charges, past due amounts and other services billed to the Consumer by the Company for electric service. Any underpayment of the monthly loan amount will be added to the subsequent month's bill. A returned check charge as provided in Schedule 300 will be applied to any payment returned by a financial institution.

Any payment to the Consumer's account that exceeds the full monthly amount due (overpayment) will remain on the Consumer's account. The excess credit created by this overpayment will apply to future billing charges as designated above. The Consumer may contact the Company to request refund of any overpayment. All intended payment(s) towards the loan amount in excess of the calculated monthly repayment amount due on the Consumer's statement shall be paid directly to the EEAST loan servicer.

The Company will not offer payment arrangements for the loan amount. The Company will not disconnect electric service to a Consumer for non-payment of an EEAST loan amount.

The Company will refer Consumer disputes regarding such matters including but not limited to an EEAST loan balance, refunds, or pay-offs to the EEAST loan servicer.

The Consumer shall hold Company harmless from and indemnify it for any and all liabilities, actions or claims for injury, loss or damage to persons or property arising from or related to contractor actions with regard to installation of energy efficiency upgrades resulting from this program. Additionally, the Consumer shall also hold Company harmless from and indemnify it for any and all liabilities, actions or claims for injury, loss or damage to persons or property arising from financial assurances given or guarantees as to the net financial benefit of dollars spent on energy efficiency upgrades as it relates to dollars saved on energy consumption.

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**Schedule Provisions** *(continued)*

Recovery of the loan amount and all interest and associated expenses of administration are the sole responsibility of the EEAST loan servicer.

Approval of this tariff shall constitute as verification that the Commission also grants the Company with a waiver from Service Quality Measurements regarding issues that may arise specifically attributed to the EEAST program.

**Schedule Terms**

This tariff shall be in effect until such time when the EEAST legislation is no longer in effect or otherwise is inapplicable.

**Rules and Regulations**

Service under this Schedule is subject to the General Rules and Regulations contained in the tariff of which this Schedule is a part and to those prescribed by regulatory authorities.