

**PUBLIC UTILITY COMMISSION OF OREGON  
PUBLIC MEETING REPORT  
PUBLIC MEETING DATE: February 7, 2023**

REGULAR  X  CONSENT \_\_\_\_\_ EFFECTIVE DATE \_\_\_\_\_ N/A \_\_\_\_\_

**DATE:** February 1, 2023

**TO:** Public Utility Commission

**FROM:** Nolan Moser **SIGNED**

**THROUGH:** Diane Davis

**SUBJECT:** ADMINISTRATIVE HEARINGS DIVISION:  
Docket No. UM 2211 – Commissioner Work Session  
Approval of Agreement for HB 2475 Intervenor Funding

**STAFF RECOMMENDATION:**

Approve the attached agreement for funding for environmental justice and low-income organizations consistent with House Bill (HB) 2475 (2021). Approve the cost recovery provision of the agreement as described in this report and Exhibit 1 of the agreement and direct the Administrative Hearings Division (AHD) to propose rules for adoption through a formal rulemaking in docket AR 652.

**DISCUSSION:**

Issue

Whether the Commission should approve Attachment 1 to this report as an agreement negotiated by Rogue Climate; VERDE; the Community Energy Project (CEP); Portland General Electric Company (PGE); PacifiCorp, dba Pacific Power; Northwest Natural Gas Company, dba NW Natural; Idaho Power Company; Avista Corporation, dba Avista Utilities; and Cascade Natural Gas Corporation. Whether the Commission should approve cost recovery agreements negotiated by the parties outlined in this report and Exhibit 1 of the agreement, and whether the Commission should complete a formal rulemaking reflecting and implementing the terms of the agreement.

Applicable Rule or Law

On September 25, 2021, HB 2475 was enrolled into state law. As enrolled, HB 2475 took effect January 1, 2022. HB 2475 is legislation with two components. One

component is designed to address issues associated with energy burden, and it permits utilities and the Commission to take action to relieve energy burden for certain classes of customers. The second component of the legislation provides for the Commission to administer intervenor funding agreements that public utilities may enter into with two distinct groups of advocates; those representing “environmental justice communities” and “low-income communities.”

Sections (3) and (4) expand the types of entities that are eligible for intervenor funding under ORS 757.072(1). The intervenor funding statute passed in 2001 provides that an energy utility may enter into a written agreement with organizations that represent “broad customer interests in regulatory proceedings” to govern the manner in which financial assistance may be provided to the organization. HB 2475 expands eligibility for such funding to include organizations that represent the interests of:

- 1) Low-income residential customers; and
- 2) Residential customers that are members of environmental justice communities

HB 2475 requires the PUC to determine, by rule, the qualifications for determining which organizations are eligible for financial assistance and limits the amount of new funding to \$500,000 annually. The PUC is required to establish a process for organizations to access financial assistance and must evaluate and approve intervenor funding agreements. ORS 757.072(4) provides that, for all financial assistance under the intervenor funding law, the Commission shall allow the public utility to recover such financial assistance in rates.

## Analysis

### *Interim Agreement*

On February 8, 2022, through Order No.22-043, the Commission approved a form of an interim agreement for intervenor funding. The intent of this interim agreement was to provide for immediate support for eligible organizations, while allowing a longer period to develop a permanent agreement between public utilities and advocate organizations.

PGE, PacifiCorp, NW Natural, Avista, Idaho Power, and Cascade all agreed to utilize the standard form interim funding agreement. These agreements are bilateral contracts that are signed between the utility and individual organizations. The interim agreement included the following core elements: the filing of an intent to pursue funding with information to explain the eligibility of proceeding for funding and the organization under the legislation; the filing of budgets, approval of eligibility and budgets; and disbursement of funds.

AHD has worked over the last year to implement this agreement, and to date has processed six requests, resulting in approvals for \$44,207.50 of funding for activity in 2022. Currently, three requests are pending under the interim agreement with a total value of \$16,925.

In Order No. 22-043, the Commission recognized that the Coalition of Communities of Color (CCC), Rogue Climate, the Community Action Partnership of Oregon (CAPO) and the CEP were all eligible for funding under the agreement and statute.

#### *Development of Permanent Agreement*

Following Commission approval of the interim agreement, AHD convened a large group of advocates interested in HB 2475 funding.<sup>1</sup> With that group, AHD discussed how negotiations would be conducted with utilities. Independently, AHD also reviewed the conduct of negotiations with utilities. Ultimately, we decided upon the following structure:

- 1) Negotiations would be conducted with all utilities simultaneously, with the goal of developing a comprehensive, single agreement applicable to all utilities;
- 2) Given the time and effort necessary to negotiate an agreement, advocates would volunteer as lead negotiators. Ultimately, Rogue Climate, VERDE, and CEP volunteered for this role;
- 3) Periodically, particularly where there were significant questions worthy of broader input, the smaller group of lead advocate negotiators would convene the larger group of all interested advocates to gather feedback on such questions in order to have negotiation positions informed by a larger universe of advocates;
- 4) The Oregon Citizens' Utility Board (CUB) agreed to support the negotiation by providing expertise on issues associated with historical intervenor funding; and
- 5) AHD would convene and facilitate the negotiation, produce agreement drafts and other meeting materials.

Over the course of 2022, the negotiation progressed according to the above structure. Initial conversations focused on broad principles for each side and how we would translate those principles into priorities in the agreement. Many principles were agreed to or not opposed by both sides to the negotiation.

For example, both sides agreed that accountability for organizations receiving funding was important, for similar reasons—utilities seek to be good stewards of customer funds, and advocate organizations agree that demonstrating and documenting proper

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<sup>1</sup> Note that HB 2475 funding has been referred to as intervenor funding, but in the agreement that term is abandoned as the eligible proceedings for funding go beyond those in which a party must intervene. Instead, the agreement refers to "Justice Funding" in general and the Pre-certification and Case Funds as described in this report.

use of funds is something well managed organizations do as a matter of course. Both sides agreed that requiring this is part of a healthy program and will be important for demonstrating its effectiveness.

Additionally, parties agreed that the new process should be more user-friendly than the current intervenor funding process, with the opportunity for funding certain portions of the financial assistance to operate more as grants with reporting requirements, than as direct reimbursement for past spending. The financial conditions to which non-profit organizations are subject was an important topic of conversation and led to the development of several provisions in the agreement that aim to accommodate organizational needs.

After broad principles were reviewed, a draft straw agreement was produced, and principles were reflected in a written agreement. Following this, negotiation sessions were held throughout the year where specific language or sections were proposed and reviewed by the parties, or proposed and drafted by AHD, as reflections of compromise. Ultimately, parties came to an agreement in principle in late 2022, and final drafting was completed early this year.

#### *Key Provisions*

Below we highlight several key provisions of the agreement which illustrate how it will function and how it reflects the priorities of the parties to the agreement.

#### *Pre-certification and Case Fund*

To allow particularly active organizations to plan their engagement with the Commission, have more flexibility, and accommodate non-profit financial realities a Pre-certification Fund is part of the agreement. Through this fund, qualified Pre-certified organizations can request and receive funds that effectively operate as multi-subject grants that allow activity in a variety of dockets without individual requests in each docket.

Organizations that are not Pre-certified will have access to the Case Fund. Similar to our current intervenor funding agreement, groups will apply to utilize the Case Fund by docket. But unlike our current system, the Case Fund may operate as a partial grant. Specifically, up to 50 percent of the funds of a budget approved by the Commission may be advanced by the utility, so that the recipient can better financially manage its participation in dockets.

*Distribution of Funds and Annual Rollover*

Parties agreed to the following split between utilities in the agreement:

	NW Natural	PacifiCorp	PGE	Idaho Power	Avista	Cascade
Pre-certification Fund (60%)	\$85,000	\$85,000	\$85,000	N/A	N/A	N/A
Case Fund (40%)	\$56,667	\$56,667	\$56,667	\$25,000	\$25,000	\$25,000

A balance in any of the fund accounts that is unused in any year will be carried over at the end of the calendar year and made available subject to a cap that the amount carried over may not exceed the annual amount allocated to such fund account. If Pre-certification Fund monies are not exhausted, they may be added to the Case Fund.

*Eligibility*

To be eligible for either a Pre-certification Fund grant or a Case Fund grant an organization must make a request to the Commission. The request must include the following elements.

- 1) An explanation of how the organization meets these qualifications:
  - a. The organization represents the interests of low-income residential customers or Environmental Justice Communities, and participation in proceedings will be primarily directed at public utility issues affecting those interests, including but not limited to interests in utility rates and terms and conditions of service, interests in the cost of access and impact from the delivery of services, interest in utility programs, and interest in utility resource planning;
  - b. The organization indicates the particular Environmental Justice Community or low-income customers it represents and demonstrates that it is able to effectively represent them;
  - c. The organization demonstrates that it is able to effectively represent or develop advocacy positions benefitting or informed by the Environmental Justice Community or low-income customers, in the service area of each utility for which funding is sought and demonstrates how it will identify the issues or advocacy positions that are important to them; and
  - d. Where applicable, the organization has demonstrated in past Commission matters the ability to substantively contribute to the record on behalf of such interests.
- 2) The application must identify the matter or matters in which the applicant intends to participate, the nature of that participation, and why these matters are Eligible Proceedings;

- 3) The Participating Public Utility account or accounts from which the applicant seeks funds; and
- 4) A budget showing estimated Eligible Expenses, which may include the cost for appropriate support staff and operational support; a budget showing estimated consultant fees, expert witness fees, or contractor costs, which also may include the cost for appropriate support staff and operational support.

In review of the request, the Commission may, but is not obligated to consider any of the following:

- 1) The breadth and complexity of the issues or the importance of community participation;
- 2) The degree to which any policy issues affect the interests of low-income residential customers or the interests of residential customers that are members of Environmental Justice Communities;
- 3) The proposed budget;
- 4) Whether the organization has significant ties to the Environmental Justice Community or low-income customers in the service area of each utility for which pre-certification or funding from a Case Fund is sought;
- 5) The qualifications of the applicant and experience before the Commission; and
- 6) The level of available funding available under the agreement.

Importantly, pre-certification requests are subject to a restriction under the agreement on the number of grantees in a given year, which cannot exceed five. Additionally, applications for pre-certification in 2023 must be filed with the Commission no later than April 3 of this year. On a forward going basis, applications must be filed no later than November 10, meaning that for 2024 applications must be received by November 10, 2023.

#### *Support for Coalition Work*

To facilitate efficient use of funds for spending on resources, such as expert witnesses or contractors, the agreement contemplates, and AHD encourages, groups to work together in coalitions when participating at the Commission. The agreement specifically encourages organizations to make all reasonable efforts to enter into agreements with each other at any time, including before submitting proposed budgets or after receiving Case Fund Grants, and to combine efforts and resources in a case.

#### *Clarification of Eligible Expenses*

The agreement provides more explicit examples of activity that qualifies as an Eligible Expense under the agreement than is present in past intervenor funding agreements. What qualifies as an Eligible Expense is more expansive and includes more categories of eligible activities, which, in particular, will help smaller organizations because the

work they need to do develop the capacity to participate at the Commission is now explicitly captured in Eligible Expenses. Eligible Expenses include the following:

- 1) Actual attorney and consultant fees, whether in-house or for outside services, directly attributable to participation in the proceeding;
- 2) Expert witness fees and expenses;
- 3) Apportioned wages for in-house staff (professional and clerical) and operational support directly related to participation in the proceeding;
- 4) The cost of investigations and of preparing and copying studies, data request responses and other discovery materials, exhibits, testimony, briefs, and other filings in the proceeding;
- 5) Travel costs directly related to participation in the proceeding;
- 6) Costs of acquiring studies or supplies directly related to the proceeding or court report fees and transcripts;
- 7) Costs associated with subcontractors for eligible activities;
- 8) Costs of participation in workshops and other informal Commission activities prior to the institution of an Eligible Proceeding; and
- 9) Cost of contractors conducting activities that would otherwise constitute an eligible expense under this definition had they been directly incurred by the Grantee, including but not limited to, community consultant fees and expenses for education, organization, preparation for and/or facilitation of community members' participation in proceedings or an individual community member's participation in a proceeding.

### *Cost Recovery*

The agreement includes as appended exhibits a series of provisions that are not incorporated in the body of the agreement, but that the parties agree should be included in rules. As a condition precedent to the agreement, utilities request that the Commission approve the following cost recovery language, adoption of which is recommend as part of this report.

The Commission shall allow the Participating Public Utilities to recover in rates all amounts paid for Justice Funding Grants under this Agreement. If a Participating Public Utility seeks rate recovery through a deferred account, the account and amortization of the account shall be exempt from the amortization caps and earnings test set forth in subsections 5, 6, 7, 8 and 10 of ORS 757.259, as such subsections may be amended from time to time, and shall not be included in any calculation of the amortization cap for other deferred accounts. Amounts in any deferred account under this Section will include carrying costs at the Participating Public Utility's authorized cost of capital. If the applicable Eligible Proceeding results in a change of rates Case Fund Grants should be

incorporated into rates at the same time as the rate change is made. For Case Fund Grants that are not recovered in the Eligible Proceeding in which the funds were expended or in the case of the recovering of Pre-certification Grants, the timing and amortization period for recovering of such Justice Funding Grants will be left to the discretion of the Participating Public Utility, subject to Commission approval. The Commission will make a determination as to how to recover the Justice Funding Grants and Pre-certification fund grants from the various customer classes of the affected Participating Public Utility or Utilities.

#### *Next Steps*

Having completed negotiation of the agreement, our next step in the process is to develop and propose rules in docket AR 652 reflecting the content of the agreement. AHD plans to put rules before the Commission by or before early March with an objective of putting rules for adoption by the Commission in April or early May.

To ensure that stakeholders are aware of the agreement, AHD is planning several stakeholder trainings, which will include review and discussion of the HB 2475 funding process and funding opportunity. AHD will develop and post to the Commission's website process information, summaries, guidelines, and template documents that stakeholders may utilize as they seek funding.

#### Conclusion

AHD would like to thank the representatives of Rogue Climate, VERDE, CEP, PGE, PacifiCorp, NW Natural, Idaho Power, Avista, and Cascade for their hard work and the many hours they put into developing this agreement. AHD would also like to thank CUB for its valuable support in developing practical solutions to issues in the context of the negotiation.

#### **PROPOSED COMMISSION MOTION:**

Approve the agreement of Rogue Climate, VERDE, CEP, PGE, PacifiCorp, NW Natural, Idaho Power, Avista, and Cascade attached to this report as Attachment 1; approve the cost recovery statement reflected in this report and Exhibit 1 of the agreement; and direct AHD to propose rules for adoption through a formal rulemaking in docket AR 652.



**ENVIRONMENTAL JUSTICE COMMUNITIES**  
**FUNDING AGREEMENT**

This Environmental Justice Communities (Justice Community) Funding Agreement (Agreement), effective as of February 8, 2023, (the “Effective Date”), is by and among PacifiCorp, dba Pacific Power; Portland General Electric Company (PGE); Northwest Natural Gas Company, dba NW Natural; Idaho Power Company; Avista Corporation, dba Avista Utilities; Cascade Natural Gas Company; Community Energy Project (CEP); Rogue Climate; and Verde (individually, a “**Party**” and collectively, the “**Parties**”).

**Recitals**

Whereas the parties wish to enter into this Agreement as a financial assistance agreement under ORS 757.072 to provide resources and support for organizations seeking to participate at the Oregon Public Utility Commission (Commission);

Whereas the parties understand that the Coalition of Communities of Color, Verde, Rogue Climate, the Community Action Partnership of Oregon and CEP are organizations that the Commission has found to be qualified organizations under ORS 757.072, subsections 1 and 2;

Whereas the parties to this Agreement find that its provisions should be reflected and adopted by the Commission in order, administrative rules, and procedure.

**Article 1**  
**Definitions**

- (a) “Case-certified Organization” means an organization the Commission has designated as meeting the requirements of Section 6.1 of this Agreement;
- (b) “Case Fund” is a Participating Utility fund that is available to a Case-certified organization to reimburse or grant to fund activity in a specific case-certified matter;
- (c) “Eligible Expenses” are expenses for which Eligible Recipients may request payment of consistent with Section 7.4 of this Agreement;
- (d) “Eligible Proceedings” are proceedings which the Commission has determined meet the requirements of Sections 6.2 of this Agreement;
- (e) “Eligible Recipient” means an organization that represents the interests of low-income residential customers or of customers that are members of Environmental Justice Communities as described in statute and that meets the criteria specified below in Sections 5.3 and 6.1 of the Agreement;
- (f) “Environmental Justice” means equal protection from environmental and health hazards and meaningful public participation in decisions that affect the environment in which people live, work, learn, practice spirituality and play;
- (g) “Environmental Justice Community or Communities” includes communities of color, communities experiencing lower incomes, tribal communities, rural

communities, coastal communities, communities with limited infrastructure and other communities traditionally underrepresented in public processes and adversely harmed by environmental and health hazards, including but not limited to seniors, youth, and persons with disabilities;

- (h) “Justice Funding Grants” are grants made subject to this Agreement;
- (i) “Pre-certification Fund” is a Participating Utility fund that is available to a Pre-certified Organization to reimburse or grant to fund activity in an Eligible Proceeding;
- (j) “Pre-certified Organization” means an organization that the Commission has determined meets the eligibility criteria under ORS 757.072(2)(a)(B) and (C) and Section 5.2.1 of this Agreement;
- (k) “Participating Public Utility or Utilities” means NW Natural, PacifiCorp, PGE, Cascade, Avista, or Idaho Power; and
- (l) “Public Utility” shall have the meaning set forth in ORS 757.005.

## **Article 2**

### **Term**

The Agreement shall be effective beginning on the Effective Date of this Agreement and shall continue in effect until December 31, 2024, unless terminated earlier pursuant to the terms of Article 8 of this Agreement (the “Term”).

## **Article 3**

### **Condition Precedent and Recommended Rules**

The obligations and rights of the Parties under this Agreement are subject to the condition precedent that the Commission issue an order: (i) approving this Agreement without material modifications, (ii) finding that the HB 2475 (2021) intervenor funding program implemented through the Agreement serves low-income residential customers and Environmental Justice Communities and is in the public interest, (iii) that the Coalition of Communities of Color, Verde, Rogue Climate, the Community Action Partnership of Oregon and CEP are organizations that the Commission has found to be qualified organizations under ORS 757.072, subsections 1 and 2 and (iv) adopting the cost recovery provisions set forth in Exhibit 1 of this Agreement.

To further implement this Agreement, the Parties recommend that the Commission adopt final rules that include the provisions in Exhibit 2 of this Agreement.

## **Article 4**

### **Scope**

#### **4.1 General**

Justice Funding Grants will be made available pursuant to the terms of this Agreement to support Eligible Recipients’ activities before the Commission. Justice Funding Grants will not be made available for proceedings involving telecommunications utilities, water utilities, or wastewater utilities unless the proceedings relate to one or more of the Participating Public Utilities.

4.2 Funds and Accounts

There shall be established two funds from which Justice Funding Grants can be made under this Agreement: a Pre-certification Fund and a Case Fund, as each is defined below (“Fund(s)”). The sum of all Funds shall not exceed \$500,000 annually, unless reflected in an amendment to this Agreement. Accounts for the Funds shall be established for each of the Participating Public Utilities. For each calendar year during the term of this Agreement, the following amounts shall be made available in each account:

	NW Natural	PacifiCorp	PGE	Idaho Power	Avista	Cascade
Pre-certification Fund (60%)	\$85,000	\$85,000	\$85,000	N/A	N/A	N/A
Case Fund (40%)	\$56,667	\$56,667	\$56,667	\$25,000	\$25,000	\$25,000

For each remaining calendar year during the Term, annual amounts for each Case Fund and each Pre-certification Fund shall be the same as the amount shown above for the calendar year 2023. Such amounts reflect the annual amount made available in each account (the “Annual Grant Amount”). During the Term, the Annual Grant Amounts shown and as calculated above may be supplemented or adjusted to reflect rollovers or advances pursuant to the terms of Sections 4.3 and 4.4 below.

4.2.1 Pre-certification Fund

This fund will be established for use by Pre-certified Organizations for Eligible Expenses as described in Section 7.4 arising from their representation of utility customers as provided by ORS 757.072(2)(a)(B), (C) in regulatory proceedings before the Commission. Pre-certification Fund grant recipients may not use grants from the Pre-certification Fund for political activities or fund raising, or complaint proceedings before the Commission. There will be three Pre-certification Fund accounts, one each for NW Natural, PacifiCorp, and PGE.

4.2.2 Case Fund

There shall be six Case Fund accounts, one for each of the Participating Public Utilities. For each calendar year during the Term of this Agreement, the Annual Grant Amount for each Case Fund account shall be the amount shown in Section 4.2 above. The Case Fund accounts may be supplemented pursuant to the terms set forth in Section 4.3 below. The Commission will authorize Case Fund Grants pursuant to the criteria and process set forth in Article 6 and Article 7 below. Case Fund Grants shall be limited to the amount available in the Case Fund account from which funding is sought. A Case Fund Grant may be used by organizations certified in Eligible Proceedings for Eligible Expenses as described in Section 7.4 arising from their representation of utility customers as provided by ORS 757.072(2)(a)(B), (C) in regulatory proceedings involving the Participating Utility for the applicable Case Fund account. For example, Case Fund Grants from the PGE Case Fund account may be used solely to pay Eligible Expenses for Eligible Proceedings involving PGE. Any organization that is pre-certified or case-certified will be eligible to apply for Case Fund Grants. The Commission shall review such applications using the criteria set forth in Article 6 below. Pre-certified organizations are eligible for Case Fund Grants.

#### 4.3 Rollover

A balance in any of the Fund accounts that is unused in any year during the Term of the Agreement will be carried over at the end of the calendar year and made available for use in succeeding years, subject to the limitations identified in this Section 4.3 (the “Rollover”). The amount of the annual Rollover shall not exceed the Annual Grant amount associated with the applicable account set forth in Section 4.2 of this Agreement. For example, no more than \$25,000 may be rolled over in one year in Cascade’s Case Fund account and no more than \$85,000 may be rolled over from year to subsequent year for PGE’s Pre-certification Fund account. Notwithstanding up to seventy percent of any balance remaining in any of the Pre-Certified funds after the annual grants are approved and excluded as allocated may be used to Case Fund Grants for that calendar year after approval of a request to rollover these by the Commission. Amounts available in a Pre-certification Fund for a calendar year excluding any post annual pre-certified grant award Case Fund Grants shall continue to be shown as available into the subsequent year. The Rollover from year-end balances in a Pre-certification Fund shall be determined after December 31 of the subsequent year.

#### 4.4 Advance

A request to use in any calendar year during the Term amounts that would otherwise be available in the Case Fund accounts in the next year (an “Advance”) will not be available from the Case Fund. However, the Commission may approve a Case Fund Grant from funds that will be made available in the next calendar year when the proceeding for which the Case Fund Grant is sought is expected to continue into that year and funds in the current year Case Fund are inadequate to provide the level of Case Fund Grants that the Commission determines is appropriate. Pre-certified Organizations may request, and the Commission may grant, an Advance from the Pre-certification accounts in the next year, subject to the limitations identified in this Section and Sections 7.1 and 7.2 of the Agreement.

#### 4.5 Unused Balances

The unused balances in Fund accounts shall be eliminated upon the termination of this Agreement (whether as a result of a termination pursuant to Section 8.1 below or at the end of the Term), except that certain expenditures incurred pursuant to a Commission-authorized Justice Funding Grant awarded before termination may be reimbursed according to the terms specified in Section 8.3 below.

### **Article 5** **Pre-certification Eligibility and Procedure**

#### 5.1 General

No more than five eligible organizations will be pre-certified each year. Only organizations that are pre-certified will be eligible to receive Pre-certification Fund grants. Pre-certified organizations and organizations who become case-certified for a particular proceeding, will be eligible to receive Case Fund Grants.

### 5.2 Pre-certification Process

The Commission will provide the opportunity to submit applications for pre-certification and Pre-certification Fund grants at least once every 12 months during the Term of the Agreement. Beginning in 2023, applications must be filed no later than April 3, 2023 and applications for the subsequent year must be filed no later than November 10. Notice of a pre-certification request must be served on all parties to this agreement as well as any Pre-Certified Organizations from the previous year, a list of which will be published on the Commission's website. Pre-certification requests must include the following elements:

- (a) The application must identify why the applicant meets the eligibility criteria set forth below in Section 5.3;
- (b) The application must identify the matters in which the applicant intends to participate, the nature of that participation, and why these matters are Eligible Proceedings;
- (c) The Participating Public Utility account or accounts from which the applicant seeks funds; and
- (d) A budget showing estimated Eligible Expenses, which may include the cost for appropriate support staff and operational support; a budget showing estimated consultant fees, expert witness fees, or contractor costs, which also may include the cost for appropriate support staff and operational support.

Any person may provide a response to an application within 14 days of the filing of the request. Within 45 days of receiving a pre-certification application, the Commission will make best efforts to review the sufficiency of the request and act upon it. The Commission may approve or deny, in whole or in part, the application based on any of the following factors:

- (a) The breadth and complexity of the issues or the importance of community participation;
- (b) The degree to which any policy issues affect the interests of low-income residential customers or the interests of residential customers that are members of Environmental Justice Communities;
- (c) The proposed budget;
- (d) The eligibility criteria to which the applicant is subject;
- (e) The qualifications of the applicant and experience before the Commission; and
- (f) The level of available Pre-certified Funds under consistent with this Agreement.

The Commission may not approve a pre-certification request if approval would cause all Pre-certification Funding Grants provided consistent with this Agreement to exceed the Pre-certification Fund accounts identified in Section 4.2 above.

Once pre-certified, an organization will remain pre-certified for one year unless the Commission terminates the pre-certification under Section 8.1 of this Agreement.

### 5.3 Pre-certification Grant Eligibility

The Commission may pre-certify not for profit organizations that meet all of the following criteria as eligible to receive Justice Funding Grants in proceedings concerning the Participating Utility or Utilities for which it seeks pre-certification:

- (a) The organization represents the interests of low-income residential customers or Environmental Justice Communities, and participation in proceedings will be primarily directed at public utility issues affecting those interests, including but not limited to interests in utility rates and terms and conditions of service, interests in the cost of access and impact from the delivery of services, interest in utility programs, and interest in utility resource planning;
- (b) The organization indicates the particular Environmental Justice Community or low-income customers it represents and demonstrates that it is able to effectively represent them;
- (c) The organization demonstrates that it is able to effectively represent or develop advocacy positions benefitting or informed by the Environmental Justice Community or low-income customers, in the service area of each Participating Utility for which pre-certification is sought and demonstrates how it will identify the issues or advocacy positions that are important to them; and
- (d) Where applicable, the organization has demonstrated in past Commission matters the ability to substantively contribute to the record on behalf of such interests.

In determining whether to pre-certify not for profit organizations that meet the above criteria, the Commission may also consider whether the organization has significant ties to the Environmental Justice Community or low-income customers in the service area of each Participating Public Utility for which pre-certification is sought.

### 5.4 Pre-certified Grantee Budget Amendment

A Precertification Fund grant recipient may file to amend its budget for good cause. Any request for amendment must meet all applicable requirements under Section 5.2 of this Agreement. The Commission may seek additional information concerning a budget amendment. The Commission will make best efforts to act upon the request within 21 days of receiving the proposed amendment or, if applicable, any supplemental information provided in response to the Commission's request. Any person may provide a response to a proposed amendment within 14 days of the filing of the request.

The Commission may amend an approved pre-certified grantee budget if it finds that the approved budget is no longer warranted. If the Commission amends an approved budget, it will provide notice to the Precertification Fund Grant recipient and afford an opportunity to comment and provide a revised budget.

**Article 6**  
**Case Fund Grant Request Procedure**

6.1 Case Fund Grant Eligibility

Organizations meeting all of the following criteria may be case-certified by the Commission to be eligible to receive a Case Fund Grant:

- (a) The organization represents the interests of low-income residential customers or Environmental Justice Communities, and participation in proceedings will be primarily directed at public utility issues affecting those interests, including but not limited to interests in utility rates and terms and conditions of service, interests in the cost of access and impact from the delivery of services, interest in utility programs, and interest in utility resource planning;
- (b) The organization indicates the particular Environmental Justice Community or low-income customers it represents and demonstrates that it is able to effectively represent them;
- (c) The organization demonstrates that it is able to effectively represent or develop advocacy positions benefitting or informed by the Environmental Justice Community or low-income customers, in the service area of each Participating Utility for which pre-certification is sought and demonstrates how it will identify the issues or advocacy positions that are important to them;
- (d) And where applicable the organization has demonstrated in past Commission matters the ability to substantively contribute to the record on behalf of such interests; and
- (e) In contested case proceedings, the organization demonstrates that its request for case-certification will not unduly delay the schedule of the proceeding

In determining whether organizations that meet the above criteria should be case certified and eligible to receive a Case Fund Grant, the Commission may also consider whether the organization has significant ties to the Environmental Justice Community or low-income customers in the service area of each Participating Public Utility for which a Case Fund Grant is sought.

6.2 Eligible Proceedings.

Requests for a Case Fund Grant may be made only in an Eligible Proceeding for Case Funds. Eligible Proceedings include proceedings before the Commission that affect a Participating Public Utility, its customers and its Environmental Justice Communities including, but not limited to: named, non-docketed Commission led processes, rulemakings, contested cases, declaratory ruling proceedings, contested case proceedings (*e.g.* rate cases), integrated resource plans and updates, distribution management planning, depreciation dockets, deferrals for projects or pilots and design and implementation of differential rates, the Energy Trust's budget and planning process, and power or purchased gas adjustments; but they do not include a complaint proceedings initiated or caused to be initiated by the Grantee.

### 6.3 Notice of Intent to Request a Case Fund Grant and Case-Certification

Any potential grantee seeking a Case Fund Grant must file a Notice of Intent to request a Case Fund Grant (“Notice of Intent”) when it submits its petition to intervene or notice of participation in the matter or, for matters that do not involve a formal intervention, at such other time as the Commission designates. The Notice of Intent must identify why the applicant meets the eligibility criteria and why the matter is an Eligible Proceeding (or identify any prior order deeming the organization an Eligible grantee and/or deeming the proceeding a Justice Grant Eligible Proceeding). The Notice of Intent must be served on each affected Participating Public Utility, all Pre-certified Organizations, and all parties of record in the proceeding or, if no such list has been established, to such other persons as the Commission designates. The Notice of Intent must identify the Participating Public Utility account or accounts from which the intervening party intends to request a Case Fund Grant. An organization that is not pre-certified must apply for case-certification on or before the time it submits its Notice of Intent. The Commission will make all reasonable efforts to act on requests for case-certification at least 14 days before the time set for pre-certified and case-certified organizations to submit Proposed Budgets. To help the Commission rule on a motion for case-certification, the Commission may request that parties or participants in the matter to provide a response to the Notice of Intent on whether the application meets the requirements set forth in Section 6.1 or 6.2. Regardless of any request for response from the Commission, any party or participant in the matter may provide a response to a request for Case Fund certification within 14 days of the filing of the request.

### 6.4 Proposed Budgets

Case Fund certified organizations must submit to the Commission a Proposed Budget (“Proposed Budget”) for a Case Fund Grant for its participation in an Eligible Proceeding. The Proposed Budget must include:

- (a) A statement of work to be performed by the recipient for which the recipient is seeking funding;
- (b) A description of the areas or issues to be investigated and addressed by the recipient;
- (c) A budget showing estimated Eligible Expenses, which may include the cost for appropriate support staff and operational support;
- (d) A budget showing estimated consultant fees and expert witness fees, which may include the cost for appropriate support staff and operational support;
- (e) A description of the low-income customers or Environmental Justice Communities that will benefit from the recipient’s participation; and
- (f) A description of the Participating Public Utility account or accounts from which the applicant seeks funds and how the initial payment should be apportioned.

A Proposed Budget must be filed 30 days after the organization and the proceeding have been certified for Justice Fund funding or by such other date as the Commission designates.

Within 30 days of receiving a Proposed Budget in an Eligible Proceeding, the Commission will make best efforts to review the sufficiency of the request and act upon it. The Commission may approve or deny, in whole or in part, an applicant’s Proposed Budget based on any of the following factors:



- (a) The proposal is not consistent with the breadth and complexity of the issues;
- (b) The degree to which any policy issues affect the interests of low-income residential customers or the interests of residential customers that are members of Environmental Justice Communities; (c) the procedural schedule;
- (d) The dollar magnitude of the issues at stake;
- (e) The qualifications of the party and experience before the Commission;
- (f) The level of available Case Funds remaining for the year; and
- (g) Other Eligible Proceedings in which other Eligible Recipients may seek additional funds consistent with ORS 757.072(2)(c).

The Commission may not approve a Proposed Budget if approval would cause all Funding Grants consistent with ORS 757.072(2)(c) to exceed the cap identified in Section 4.2 above.

Proposed Budgets shall be served by filing through the Commission's docket notification system on the Commission, the affected Participating Utility, and all parties of record in the proceeding. It shall be served by email on any Pre-certified Organization not of record in the proceeding, and such other persons as the Commission designates. An applicant may submit a combined Proposed Budget for related proceedings that are being considered concurrently by the Commission. In proceedings with multiple phases, Proposed Budgets should encompass work to be performed for the initial phase of the proceeding. In the event the proceeding continues beyond the initial phase, the Commission will establish a schedule for recipients to submit Proposed Budgets for any later phase(s) of the proceeding. If the recipient expects to incur Eligible Expenses in an Eligible Proceeding for Case Funds in more than one calendar year, the Proposed Budget may seek a Case Fund Grant from funds that will be made available in the next calendar year subject to Section 4.4 of this Agreement. In such cases, the Proposed Budget should identify the amount of funds requested from each year's fund. Any party or participant in the matter may provide a response to a Proposed Budget within 14 days of the filing of the request.

#### 6.4.1 Additional Information

The Commission may seek additional information concerning Proposed Budgets. The Commission will make best efforts to act upon proposed funding budgets, within 21 days of receiving the Proposed Budgets or, if applicable, any supplemental information provided in response to the Commission's request.

#### 6.5 Commission Decision

If the Commission receives one or more Notices of Intent and one or more Proposed Budgets, then the Commission will determine the amount, if any, of Case Fund Grants that will be made available for the Eligible Proceeding and the allocation of that amount among the applicants.

The Commission may make these determinations based upon the following factors:

- (a) The breadth and complexity of the issues;
- (b) The significance of any policy issues;
- (c) The procedural schedule;
- (d) The dollar magnitude of the issues at stake;

- (e) The participation of other organizations that adequately represent the interests of customers;
- (f) The amount of funds being provided by the applicant organization;
- (g) The qualifications of the organization and experience before the Commission;
- (h) The level of available funds in the Fund account or accounts involved; and
- (i) Other Eligible Proceedings in which organizations may seek additional Case Fund Grants from the same Fund account or accounts.

The Commission may deny, in whole or in part, a request for a Case Fund Grant based on the above criteria and requirements. The Commission may place reasonable conditions on Case Fund Grants. Except as provided in this Section, a Case Fund Grant approval shall constitute a binding obligation on the Commission to order reimbursement of Eligible Expenses subject to satisfaction of any conditions imposed on the Case Fund Grant and the requirements set forth in Sections 7 and 8 below. Eligible Expenses incurred or accrued before any Commission budget amendment will be reimbursed according to the terms set forth in Section 7 below.

#### 6.6 Cooperation

Pre-certified and case-certified parties are encouraged to make all reasonable efforts to enter into agreements with each other at any time, including before submitting Proposed Budgets or after receiving Case Fund Grants, to combine their efforts and resources in a case. Such cooperative efforts shall not affect the amount of their Case Fund Grants.

#### 6.7 Amendment of Case Budgets

At any time during a proceeding, a recipient may file to amend its budget and request additional funding due to unforeseen changes in the scope or complexity of issues, positions taken by other parties, changes in the schedule of the case, or other good cause. Grantees with approved budgets in multiple dockets may request to reallocate approved amounts between dockets by filing a request in both dockets. Such a request must identify the previously approved budget amounts, the Amended Proposed Budget amounts for each docket after reallocation of funds, and explain the purpose for the requested reallocation. Any request for amendment/reallocation must meet all applicable requirements under Section 6.4 and Section 4.2.2 of this Agreement. The Commission may seek additional information concerning a Proposed Budget amendment. The Commission will make best efforts to act upon the request within 21 days of receiving the proposed amendment or, if applicable, any supplemental information provided in response to the Commission's request. Any party or participant in the matter may provide a response to a proposed amendment within 14 days of the filing of the request.

The Commission may amend an approved Budget if it finds that there has been a material change in the breadth and complexity of the issues, the significance of the policy issues, or the dollar magnitude at stake, such that the initial approved Budget is no longer warranted. If the Commission amends an approved Budget, it will provide notice to the recipient and afford an opportunity to comment and provide a revised budget. A Commission amendment of an approved Budget shall take effect on a prospective basis only.

#### 6.8 Case Fund Grantees' Report

On or before each April 1 during the term of this Agreement, each Case-Fund recipient who had, during the prior calendar year, a continuing or newly approved Case Fund Grant or pending Proposed Budget for an Case Fund Grant request shall provide a report the Administrative Hearings Division showing, as of December 31 of the prior calendar year for each Case Fund, their budget request pending approval, approved budget amounts, requested payments, payments received, amounts actually spent on expenses described in budgets for proceedings in which the intervenor received an Case Fund Grant, and a statement indicating whether any of their approved budget amounts for an Case Fund Grant may be released back to the applicable Case Fund because the grantee does not intend to use the full approved amount.

#### 6.9 Pre-certified Grantees' Report

Each August 1 during the Term, Pre-certified Organizations will provide the Administrative Hearings Division a statement setting forth the manner in which the Pre-certification Fund Grant was spent or intends to be spent, including information sufficient to show that the funds were spent in a manner consistent with the terms of Article 4 and Article 5 above, whether a Request for Payment for remaining amounts has been filed, the remaining amount outstanding and whether the remaining amount or any initial amount will be released back to the fund. Each Pre-certified Organization will serve a copy of the report it provides under this Section on the applicable Participating Public Utility or Utilities.

### **Article 7** **Payment of Grants**

#### 7.1 Payment of Pre-certification Fund Grants

Upon Commission approval of a Pre-certified Fund grant, the Participating Public Utilities shall pay the amounts granted pursuant to Commission order. The Participating Public Utilities shall pay the amount authorized by the Commission no later than 30 days after receipt of the Commission directive.

#### 7.2 Case Fund Grant Payment

In order to receive payment of an Case Fund Grant, an grantee must submit a request for payment of Eligible Expenses to the Commission and serve a copy on the Participating Public Utility from whose account payment is to be made (a "Request for Payment"). A Request for Payment or notice of release of funds may be made at any time during an Eligible Proceeding, after the Commission has approved the applicable Proposed Budget under Section 6 above, but grantees should file the request for payment and/or notice of release no later than November 17<sup>th</sup>, at which time the Commission shall issue a final notice to grantees requiring all requests for payment and/or notice of release by December 15<sup>th</sup>. Grantees who fail to file a request for payment or notice of release by December 15<sup>th</sup> will be deemed to have released any remaining allocated funds back to the applicable Case Fund. The Request for Payment must:

- (a) Itemize the expenses, payees and hourly rates for amounts to be reimbursed, including billing details, and including separately identified amounts for consultant or expert witness fees and travel expenses;

- (b) Demonstrate that the expenses are reasonable and are directly attributable to issues and positions pursued on behalf of low-income residential customers or Environmental Justice Communities and consistent with the grantee's Proposed Budget;
- (c) Provide information sufficient to show that the grantee has complied with any condition or requirement of the Case Fund Grant; and
- (d) Specify whether the request for payment is for a progress payment or final payment in full and indicate whether any approved budget amount may be released back to the applicable Case Fund because the grantee does not intend to request payment for the full approved budget amount.

A request for payment under this section may be made prior to the completion of the activity to be performed consistent with an approved budget; provided that any request for payment prior to completion of the activity may not exceed 50 percent of the applicable approved budget.

7.3 Limits on Use of Budgeting Information. Information presented in Proposed Annual Budgets for Pre-Certified Grants, in the annual reports under Section 6.9 of this Agreement and in the Request for Payment Reports may be provided by Grantees or Eligible Recipients directly to the Administrative Hearings Division with copies served upon the relevant Participating Public Utilities and may be designated as confidential and protected from public disclosure by the Commission to the maximum extent possible under the Oregon Public Records Law (ORS 192.410 et. seq.). Such confidential designation shall not excuse service of information covered by this Section 7.3 on the applicable Participating Public Utility or prevent the applicable Participating Public Utility from reviewing the requests, budgets or reports. Participating Public Utilities will abide by the confidentiality obligations set forth in any order approving budgets. The parties acknowledge, however, that the information may be assimilated for purpose of the Commission's reporting duty pursuant to Section 4 of HB 2475.

#### 7.4 Eligible Expenses

Grantee expenses eligible for funding under a Justice Funding Grant ("Eligible Expenses") will include:

- (a) Actual attorney and consultant fees, whether in-house or for outside services, directly attributable to participation in the proceeding;
- (b) Expert witness fees and expenses;
- (c) Apportioned wages for in-house staff (professional and clerical) and operational support directly related to participation in the proceeding;
- (d) The cost of investigations and of preparing and copying studies, data request responses and other discovery materials, exhibits, testimony, briefs and other filings in the proceeding;
- (e) Travel costs directly related to participation in the proceeding;
- (f) Costs of acquiring studies or supplies directly related to the proceeding or court report fees and transcripts;
- (g) Costs associated with subcontractors for eligible activities;
- (h) Costs of participation in workshops and other informal Commission activities prior to the institution of an Eligible Proceeding; and

- (i) Cost of contractors conducting activities that would otherwise constitute an eligible expense under this definition had they been directly incurred by the Grantee, including but not limited to, community consultant fees and expenses for education, organization, preparation for and/or facilitation of community members' participation in proceedings or an individual community member's participation in a proceeding.

#### 7.5 Commission Review and Action

Any person may provide a response to a Request for Payment of a Case Fund Grant or Pre-certification Fund Grant within 14 days of the filing of the request. Within 30 days of receiving a Request for Payment of a Case Fund Grant or Pre-certification Fund Grant, the Commission will make best efforts to review the sufficiency of the request and act upon it. The Commission may disallow a request for payment, in whole or in part, if it determines that the request seeks reimbursement for expenses that are not Eligible Expenses or expenses that are inconsistent with the Grantee's Case Fund Grant or Pre-certification Fund Grant or any conditions placed on the Case Fund Grant or Pre-certification Fund Grant. The Commission will notify the grantee submitting a Request for Payment and the Participating Public Utility from whose account payment is requested, of the amount of payment approved and the Fund account or accounts from which payment is to be made. The Commission may not award a Request for Payment in excess of the amount of the applicable Case Fund Grant or Pre-certification Fund Grant, including any budget amendments approved by the Commission.

#### 7.6 Participating Public Utilities' Payment of Justice Funding Grants

The Participating Public Utility or Utilities will pay grantees the Justice Funding Grants as directed by the Commission pursuant to Section 7.5 above. Such payment(s) shall be made within 30 days of receiving the notice of the relevant directives from the Commission.

### **Article 8** **Termination**

#### 8.1 Termination

A Party may terminate this Agreement if any one or more of the following events occur:

- (a) In an order, the Commission rejects all or a material part of this Agreement or adds a condition that has a material effect on the terms and conditions of this Agreement;
- (b) The Commission either repeals or amends: (i) a material part of the cost recovery provision in Exhibit 1, or (ii) does not substantially adopt the recommended rules in Exhibit 2 within 6 months of the Parties' executing the Agreement;
- (c) There is a repeal or material change in the statutory provision enabling Justice funding;
- (d) Any of the following are enacted through legislation, ballot measure or formal action of the Commission:
  - (1) An alternative funding program affecting one or more of the Participating Public Utilities;
  - (2) Changes in the method by which Public Utilities recover expenses

incurred in regulatory proceedings if such changes prohibit or limit a Public Utility's ability to recover such expenses through rates;

### 8.2 Notice

A Party terminating this Agreement shall give the other Parties and the Commission 30 days advance written notice. Such termination will become effective only upon a determination by the Commission that the Party has a valid basis pursuant to Section 8.1 above to terminate the Agreement. A notice under this Section shall not terminate the rights and obligations among the remaining Parties under this Agreement.

### 8.3 Discharge of Obligations Upon Termination

If this Agreement is terminated pursuant to this Article, the terminating Party shall be released and discharged from any obligations arising or accruing under this Agreement from and after the date of such termination. Termination of this Agreement (under this Section or at the end of the Term of this Agreement) shall not discharge or relieve any Party from any obligations or liabilities which may have accrued under the terms of this Agreement before such termination. In particular, the Commission shall require the Participating Public Utility or Utilities to pay Eligible Expenses incurred under a Commission-authorized Justice Funding Grant that was awarded before the date of termination, subject to satisfaction of the requirements of Section 7 of this Agreement. The Commission shall permit Participating Public Utilities to recover in rates any such authorized expenditures. If any Participating Public Utility has not recovered all of its payments of Justice Funding Grants under this Agreement by the end of the Term or the date on which the Agreement is terminated, the Commission shall permit the Participating Public Utility to recover such amounts after the Term of this Agreement or after the termination date.

## **Article 9** **Miscellaneous**

### 9.1 Dispute Resolution

The Parties agree to confer and make a good faith effort to resolve any dispute arising under this Agreement before bringing an action or complaint to the Commission or any court with respect to such dispute. Parties are encouraged to utilize the Commission's Alternative Dispute Resolution rules at OAR Chapter 860 Division 2.

### 9.2 Parties' Cooperation and Support

The Parties shall file this Agreement with the Commission. The Parties agree to support this Agreement before the Commission and before any court in which the Agreement is considered. The Parties agree to support the Commission's adoption and issuance of rules necessary to implement the terms of this Agreement.

### 9.3 Enforcement and Jurisdiction

The Parties agree that the Commission may enforce the terms of the Agreement in the same manner as the enforcement of a Commission order. To the extent the Commission lacks authority to enforce or compel performance of particular terms of this Agreement, the Parties

may seek enforcement in a court of competent jurisdiction of the State of Oregon. The jurisdiction over this Agreement of the Commission and the courts in the State of Oregon shall be exclusive.

#### 9.4 Jury Waiver

To the fullest extent permitted by law, each of the Parties waive any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each Party further waives any right to consolidate, or to request the consolidation of, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

#### 9.5 Counterparts

The Agreement may be signed electronically and in any number of counterparts, each of which will be an original for all purposes, but all of which taken together will constitute only one agreement.

#### 9.6 Entire Agreement

Except to the extent a Party may have entered into an Interim Intervenor Funding Agreement pursuant to ORS 757.072 this Agreement supersedes any and all oral or written agreements and understandings made relating to HB 2475 funding and Justice Funding Grants to be made available by the Participating Public Utilities and constitutes the entire agreement and understanding of the Parties.

#### 9.7 Successors

The terms and provisions of this Agreement and the respective rights and obligations of the Parties under this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors.

#### 9.8 No Agency

This Grant Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto.

#### 9.9 No Assignment

The benefits and obligations of this Agreement may not be assigned or transferred without the written consent of each of the other Parties and Commission approval.

#### 9.10 Good Faith and Fair Dealing

The Parties agree to act in good faith in all actions taken under this Agreement.

#### 9.11 Amendments

No amendment or modification of the terms of this Agreement shall be binding on any Party unless reduced to writing and signed by all Parties.

9.12 Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon, without regard to principles of choice of law.



## Exhibit 1: Cost Recovery

### Recovery of Justice Funding Grants

The Commission shall allow the Participating Public Utilities to recover in rates all amounts paid for Justice Funding Grants under this Agreement. If a Participating Public Utility seeks rate recovery through a deferred account, the account and amortization of the account shall be exempt from the amortization caps and earnings test set forth in subsections 5, 6, 7, 8 and 10 of ORS 757.259, as such subsections may be amended from time to time, and shall not be included in any calculation of the amortization cap for other deferred accounts. Amounts in any deferred account under this Section will include carrying costs at the Participating Public Utility's authorized cost of capital. If the applicable Eligible Proceeding results in a change of rates Case Fund Grants should be incorporated into rates at the same time as the rate change is made. For Case Fund Grants that are not recovered in the Eligible Proceeding in which the funds were expended or in the case of the recovering of Pre-certification Grants, the timing and amortization period for recovering of such Justice Funding Grants will be left to the discretion of the Participating Public Utility, subject to Commission approval. The Commission will make a determination as to how to recover the Justice Funding Grants and Pre-certification fund grants from the various customer classes of the affected Participating Public Utility or Utilities.

## Exhibit 2: Provisions Which Parties Recommend be Reflected in Rules or Commission Order

### 1 Utility Cost Allocation

In a proceeding involving more than one Participating Public Utility, the Commission will apportion the payment among the affected Participating Public Utilities. Criteria for making this allocation may include the relative gross revenue of the utilities, load, or other such factors as the Commission determines to be relevant to the particular matter. Payment will be apportioned to Avista, Cascade, and Idaho Power solely for Case Fund Grants for matters affecting low-income residential customers or Environmental Justice Communities in the respective service area. Case Fund Grants used to advocate positions on behalf of low-income residential customers or Environmental Justice Communities may be assessed as determined by the Commission.

### 2 Audits

The Commission may audit the relevant records allowed by law of a Recipient as necessary to verify the accuracy of the information provided by a Recipient.

### 3 Delegation

The Commission may delegate its authority set forth in Sections 4.3, 7.5 and 7.6 to any Commission employee or category of employees. If the Commission delegates this authority, the delegate's decisions may be appealed to the Commission.

### 4 Termination of Eligibility

Upon the filing of a complaint pursuant to ORS 756.500 or upon a Commission investigation or motion pursuant to ORS 756.515, the Commission may terminate the pre-certification or case-certification of an eligible entity, grantee or applicant if it finds that:

- (a) The organization has committed fraud, misrepresentation, or misappropriation related to a Justice Funding Grant;
- (b) In a proceeding before the Commission for which Justice Funding Grants were awarded to the organization, and the organization has consistently failed to represent the interests of the Environmental Justice Community that the organization purported to represent in its application for pre-certification;
- (c) The organization has failed to comply with Commission orders or rules in material ways;
- (d) The organization no longer meets the criteria established in the applicable funding agreement.

### 5 Effect of Termination of Eligibility

In the event of termination of the pre-certification or case -certification of an organization, such termination shall take effect on a prospective basis only. Organizations that have been decertified may not receive Justice Funding Grants. Organizations that have been decertified may recover Eligible Expenses incurred pursuant to a Commission authorized Justice Funding Grant and incurred before decertification, subject to satisfaction of the requirements for payment of grants set forth in a Commission authorized Funding Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the day and year first above written.

PORTLAND GENERAL ELECTRIC DEW  
COMPANY  
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By: Brett Sims  
Its: Vice President Strategy Regulation &  
Energy Supply

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COMPANY

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# Environmental Justice Communities 2023-2024 Funding Agreement - HB 2475

Final Audit Report

2023-01-31

Created:	2023-01-31
By:	Megan Billinger (megan.billinger@pgn.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAh4b48SrRS70Ci6nhVzunq22wl5e2ghsB

## "Environmental Justice Communities 2023-2024 Funding Agreement - HB 2475" History

-  Document created by Megan Billinger (megan.billinger@pgn.com)  
2023-01-31 - 0:00:09 AM GMT
-  Document emailed to David White (david.white@pgn.com) for approval  
2023-01-31 - 0:01:02 AM GMT
-  Email viewed by David White (david.white@pgn.com)  
2023-01-31 - 0:12:55 AM GMT
-  David White (david.white@pgn.com) has agreed to the terms of use and to do business electronically with PORTLAND GENERAL ELECTRIC CO  
2023-01-31 - 0:14:07 AM GMT
-  Document approved by David White (david.white@pgn.com)  
Approval Date: 2023-01-31 - 0:14:07 AM GMT - Time Source: server
-  Document emailed to Brett Sims (brett.sims@pgn.com) for signature  
2023-01-31 - 0:14:08 AM GMT
-  Email viewed by Brett Sims (brett.sims@pgn.com)  
2023-01-31 - 1:29:57 AM GMT
-  Brett Sims (brett.sims@pgn.com) has agreed to the terms of use and to do business electronically with PORTLAND GENERAL ELECTRIC CO  
2023-01-31 - 1:55:02 AM GMT
-  Document e-signed by Brett Sims (brett.sims@pgn.com)  
Signature Date: 2023-01-31 - 1:55:02 AM GMT - Time Source: server

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Attachment 1

 Agreement completed.

2023-01-31 - 1:55:02 AM GMT

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the day and year first above written.

PORTLAND GENERAL ELECTRIC  
COMPANY

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By:  
Its:

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By: Matthew McVee  
Its: Vice President, Regulatory Policy  
and Operations

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PORTLAND GENERAL ELECTRIC  
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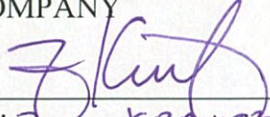
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By: ZACH KRAUTZ  
Its: VP, REGULATORY

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By:  
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By: Lori A. Blattner  
Its: Director, Regulatory Affairs

AVISTA UTILITIES

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*David Meyer*  
*VP of Reg Affairs*

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By:  Timothy E. Tatum  
Its: Vice President of Regulatory Affairs

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By:  
Its:

ROGUE CLIMATE

\_\_\_\_\_  
By:  
Its:

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the day and year first above written.

PORTLAND GENERAL ELECTRIC  
COMPANY

PACIFICORP

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By:  
Its:

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By:  
Its:

NORTHWEST NATURAL GAS  
COMPANY

CASCADE NATURAL GAS  
CORPORATION

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By:  
Its:

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By:  
Its:

AVISTA UTILITIES

IDAHO POWER COMPANY

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By:  
Its:

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By:  
Its:

COMMUNITY ENERGY PROJECT

VERDE

*Charity Fain*

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By: Charity Fain  
Its: Executive Director

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By:  
Its:

ROGUE CLIMATE

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By:  
Its:

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Title	FINAL AGREEMANT FOR EXECUTION - HB 2475 Funding
File name	Draft_HB_2475_Fin...OR_EXECUTION.docx
Document ID	1662a010dc631260f1837ac130a1b0c4b1ae0f78
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## Document History

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PORTLAND GENERAL ELECTRIC  
COMPANY

PACIFICORP

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By:  
Its:

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By:  
Its:

NORTHWEST NATURAL GAS  
COMPANY

CASCADE NATURAL GAS  
CORPORATION

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By:  
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By:  
Its:

AVISTA UTILITIES

IDAHO POWER COMPANY

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By:  
Its:

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By:  
Its:

COMMUNITY ENERGY PROJECT

VERDE



\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
By: Candace Avalos  
Its: Executive Director

ROGUE CLIMATE

\_\_\_\_\_  
By:  
Its:

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the day and year first above written.

PORTLAND GENERAL ELECTRIC  
COMPANY

PACIFICORP

\_\_\_\_\_  
By:  
Its:

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By:  
Its:

NORTHWEST NATURAL GAS  
COMPANY

CASCADE NATURAL GAS  
CORPORATION

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By:  
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By:  
Its:

AVISTA UTILITIES

IDAHO POWER COMPANY

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By:  
Its:

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By:  
Its:

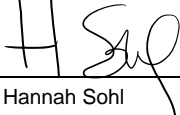
COMMUNITY ENERGY PROJECT

VERDE

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
By:  
Its:

ROGUE CLIMATE

  
\_\_\_\_\_  
By: Hannah Sohl  
Its: Executive Director (01/30/2023)