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August 12, 2022

Oregon Public Utility Commission  
Attn: Filing Center  
201 High Street SE, Suite 100  
Salem, Oregon 97301-3398

**Re: Advice No. O22-08-01 Cascade's Low-Income Assistance Program Tariff Revision**

Cascade Natural Gas Corporation ("Cascade" or "Company") submits the following revision to its Tariff P.U.C. OR. No. 10, stated to become effective with service on and after September 12, 2022:

**Second Revision of Sheet 32.2**

The purpose of this filing is to modify Cascade's Rule 32, Oregon Low-Income Assistance Program, whereby the tariff will more easily be adaptable to Cascade's newly created Schedule 36 Energy Discount Program. When the Company filed its Energy Discount Program last month, it decided that it was more appropriate to leave the arrearage management program in the current low-income bill assistance framework. The proposed tariff modifications herein will allow greater benefits to those customers who can least afford their current service while allowing self-attestation.

The Company respectfully requests that the tariff sheet filed here be permitted to become effective with service on and after September 12, 2022. If you have any questions regarding this information, please feel free to contact me at (208) 377-6015.

Sincerely,

/s/ Lori Blattner

Lori A. Blattner  
Director, Regulatory Affairs  
8113 W. Grandridge Blvd.  
Kennewick, WA 99336  
[Lori.blattner@intgas.com](mailto:Lori.blattner@intgas.com)

Attachments

**RULE 32**

**OREGON LOW-INCOME ASSISTANCE PROGRAM**

**SPECIAL TERMS AND CONDITIONS (continued)**

- 4. Each participating Agency will be responsible to screen and approve applicants for eligibility. Each Agency shall follow the protocols for the qualification of and disbursement to eligible participants in accordance with Cascade’s master Oregon Low-Income Bill Assistance Program (OLIBA) agreement which outlines self-attestation requirements and tiered assistance. Cascade’s master OLIBA agreement could be updated annually before the following program year if Cascade determines, at its sole discretion; however, any substantial program proposals will be brought to Cascade’s advisory group for discussion and feedback. Agencies will document enrollment into adjacent poverty programs in client files. The amount of assistance for eligible participants shall be based on Cascade’s master OLIBA agreement and accompanying energy assistance calculator. Any voucher authorization received by the Company that exceeds these guidelines will be appropriately adjusted. If a customer has a credit balance due to the receipt of low-income assistance and the customer’s service is disconnected, the credit balance will be returned to the OLIBA fund for distribution to other clients. (T)  
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- 5. Each Agency will be reimbursed from the Oregon Low-Income Bill Assistance Program account for certain administrative costs and direct program costs incurred by them in the administration and delivery of the program to Cascade’s customers. Total program administration and delivery costs shall not exceed 20 percent of the total low-income bill payment assistance funds applied to customers’ utility accounts. Should actual administrative and program delivery costs be lower than the 20 percent, the remaining funds shall be allocated into the program fund to support direct services.
- 6. Each Agency will provide a summary report providing information on the prior month’s program activities. The report must identify the number of families assisted and their location, as well as the amount of funds dispersed. The Company must receive all reports by the 20th business day of each month.
- 7. The Bill Payment Program year will extend from October 1 through September 30. Any amounts not disbursed in the program year will carry over to the next program year. The Company will provide an annual summary evaluation report on the progress of the program for review by the Commission by December 1 following the end of each program year.

**RULE 32**  
**OREGON LOW-INCOME ASSISTANCE PROGRAM**

**SPECIAL TERMS AND CONDITIONS (continued)**

- 4. Each participating Agency will ~~be have sole responsibility~~ responsibility to screen and approve applicants for eligibility. Each Agency shall follow the ~~established~~ protocols for the qualification of and disbursement to eligible participants in accordance with ~~the guidelines promulgated by OHCS~~ Cascade's master Oregon Low-Income Bill Assistance Program (OLIBA) agreement which outlines self-attestation requirements and tiered assistance. Cascade's master OLIBA agreement could be updated annually before the following program year if Cascade determines, at its sole discretion; however, any substantial program proposals will be brought to Cascade's advisory group for discussion and feedback. The Oregon Low-Income Bill Assistance Program (OLIBA) or agencies may separately choose to make eligible for assistance any household of which the account holder is a recipient of Temporary Assistance for Needy Families (TANF), Supplemental Security Income (SSI), benefits under the Supplemental Nutritional Assistance Program (SNAP, formerly Food Stamps), or other state or federal programs that meet the eligibility guidelines of OLIA. Agencies will document enrollment into adjacent poverty programs in client files. The amount of assistance for eligible participants shall be based on ~~the LIHEAP/OEA Poverty Guidelines and Payment Matrix from the OHCS/OEA Manual for these programs~~ Cascade's master OLIBA agreement and accompanying energy assistance calculator. Any voucher authorization received by the Company that exceeds these guidelines will be appropriately adjusted. If a customer has a credit balance due to the receipt of low-income assistance and the customer's service is disconnected, the credit balance will be returned to the OLIBA ~~redirected to the Agency's allocation~~ fund for distribution to other clients.
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**CASCADE NATURAL GAS  
OREGON LOW INCOME BILL PAY ASSISTANCE PROGRAM  
ADMINISTRATION AGREEMENT  
FOR THE 2022-2023 PROGRAM YEAR**

**THIS AGREEMENT** is entered by and between **Cascade Natural Gas Corporation** ("Cascade" or "Company") and **[Agency Name]** ("Agency") (hereinafter referred to individually, as a "Party", and collectively, as the "Parties"), for disbursement of the percentage of the Public Purpose Charge collections allocated to low income bill pay assistance to qualifying Oregon households.

**RECITALS**

**WHEREAS**, Cascade is an investor-owned utility supplying natural gas, and whose rates, services, charges and practices are subject to the regulatory authority of the Public Utility Commission of Oregon ("Commission"); and

**WHEREAS**, the Agency administers financial assistance to qualifying Oregon low-income households;

**NOW THEREFORE**, in light of the foregoing Recitals, which are incorporated herein as part of this Agreement, the Parties agree as follows:

**ARTICLE 1 – DEFINITIONS**

For purposes of this Agreement, the following definitions shall apply:

- A. **Administrative costs** refer to general costs and program-specific costs, including, salaries and overhead directly related to the Agency's administration of Oregon Low Income Bill Pay Assistance program services under this Agreement.
- B. **Agency** is a legal entity, contracting or subcontracting with Oregon Housing and Community Services ("OHCS") to administer Low Income Home Energy Assistance Program ("LIHEAP") funds.
- C. **Customer** refers to a person who is financially responsible for a Cascade Natural Gas account.
- D. **Eligible Participant** is a Customer, Applicant for natural gas service, or household member at a dwelling served by Cascade who meets the requirements established under Article 2, Section B (4) and (5) of this Agreement.
- E. **Grant** refers to the issuance of low-income bill pay assistance funds that an Agency awards to an Eligible Participant
- F. **LIHEAP** is the Low Income Home Energy Assistance Program.
- G. **Program Year** is the twelve-month program funding cycle beginning October 1 and ending September 30.
- H. **Proprietary Customer Information** is any data or information received by the Agency from either the utility, the Company's agent, the Customer, or the Customer's assigned representative that is specific to a Customer and his/her Cascade Natural Gas service account including but not limited to, a Cascade account number, a Cascade account balance, history of payments for gas service, credit information derived from gas service payments, and consumption data.
- I. **Public Purpose Charge** is the Company's Schedule 31, applied to the bills of all core customers. A portion of public purpose charge collections is allocated towards the funding of the Oregon bill payment assistance program.
- J. **Low Income Bill Pay Assistance Program** is the Company's Oregon bill payment assistance program, administered by Agencies to Eligible Participants.
- K. **Website Portal** is the internet-based interface that allows agencies with authorized logins to access aspects of the Company's customer database.

**ARTICLE 2 – OREGON LOW INCOME BILL PAY ASSISTANCE PROGRAM**

**A. GENERAL:**

- (1) The Oregon Low Income Bill Pay Assistance Program shall comply with the terms and conditions established herein.

**B. GRANTS:**

- (1) Oregon Low Income Bill Pay Assistance funding for grants to Eligible Participants will be provided to Agencies in the full amount each month based on the amount Public Purpose Charge dollars collected in the prior months.
- (2) Agencies will submit cashless Grants to Eligible Participants by informing Cascade of the Grant using the Website Portal provided by the Company. If the Grant was awarded in compliance with all program parameters, the Company will credit the Eligible Participant’s account accordingly. Eligible applicants may receive one grant per program year.
- (3) Multiple disbursements of funds for similar services to the same household for Oregon Low Income Bill Pay Assistance including LIHEAP and Winter Help programs are permitted.
- (4) Each participating Agency will be responsible for validating an Applicant’s identity by requiring an Applicant provide one of the following:
  - (a) A valid Social Security Number;
  - (b) A State issued Driver’s License;
  - (c) A State issued identification card (including identification cards issued by a State Department of Corrections);
  - (d) A passport;
  - (e) A United States issued Resident Alien Card;
  - (f) Tribal identification; or
  - (g) Other United States’ issued identification.
- (5) Each participating Agency will screen and approve applicants for income eligibility. Each Agency shall allow self-attestation of the total monthly household gross income and number of people living in the home (household size) at the time of the application. The Agency shall enter this information and the past due account balance indicated in Cascade’s Website Portal into the Energy Assistance Programs Calculator provided by the Company which will determine if the applicant qualifies for an OLIBA grant and the grant amount. Agencies will document enrollment into adjacent poverty programs in client files.
- (6) The amount of assistance for eligible participants shall be based on the following, which is determined by the Energy Assistance Programs Calculator:

Tier	Income Level	Arrearage Paid
T1	0-25% FPL, 0-15% SMI	90%
T2	26-50% FPL, 16-30% SMI	86%
T3	51-100% FPL, 31-41% SMI	83%
T4	101-150% FPL, 46-60% SMI	80%

- (7) If the Eligible Participant is an applicant for gas service, the Agency will call Customer Service at 888-522-1130 and speak with a representative to obtain the amount required to establish service to be used for the Energy Assistance Programs Calculator. If the applicant qualifies for OLIBA, the applicant will speak with the representative during the call to establish a service account, and schedule the meter read or turn on date. If the applicant does not qualify for LIHEAP to pay the remaining amount required to establish service, the Agency may use Winter Help funds to cover 100% of the amount required to establish service, but shall not exceed 100%. The Agency will

then enter the pledges into the Website Portal using the applicant’s most recent active account number provided by the representative during the call.

- (8) In no instance will a Grant be issued as cash or check or any payment other than a direct credit against charges on the Eligible Participant’s account for gas service with Cascade.

**C. ENERGY RATE DISCOUNT**

- (1) Applicants qualified for an OLIBA Grant will automatically qualify for an Energy Rate Discount for a period of two years beginning in the billing cycle after the OLBA grant submitted by the Agency has been approved by the Company. If an Eligible Participant qualifies for a Grant for two consecutive Program Years, the two year time period will be restarted to begin in the second Program Year.
- (2) The discount percentage of eligible participants shall be based on the following, which is determined by the Energy Assistance Programs Calculator:

Tier	Income Level	Rate Discount
T1	0-25% FPL, 0-15% SMI	95%
T2	26-50% FPL, 16-30% SMI	70%
T3	51-100% FPL, 31-41% SMI	45%
T4	101-150% FPL, 46-60% SMI	15%

**D. ADMINISTRATIVE COSTS**

- (1) By the 20<sup>th</sup> of each month, the Company will reimburse the Agency for Administrative Costs by issuing the Agency a check in the amount of 20% of all Oregon Low Income Bill Pay Assistance Grants awarded by that Agency during the calendar month that started no more than fifty-one (51) days prior. An Agency that issues no Oregon Low Income Bill Pay Assistance Grants in a month will not receive a check for Administrative Costs for that month with no Grants.

**E. REPORTING REQUIREMENTS:**

- (1) Agency’s Responsibility:
  - A. As soon as reasonably possible in order to ensure accuracy, the Agency must submit a monthly report detailing the previous month’s Grants submitted to the to the Company including:
    - (i) Customer Name;
    - (ii) Customer Address;
    - (iii) Customer Account Number; and
    - (iv) Oregon Low Income Bill Pay Assistance Grant amount.

**F. INDEPENDENT AUDIT**

The Company may perform an independent audit of any Agency’s financial records at any time during the Program Year or within 24 months of a Program Year. Agencies must retain Oregon Low Income Bill Pay Assistance related records for no less than 24 months.

**G. PROPRIETARY CUSTOMER INFORMATION**

Prior to establishing a household as an Eligible Participant, the Agency will ensure that the Company’s customer or co-customer at the subject dwelling has signed a form explicitly stating the customer or co-customer releases his/her proprietary customer information to the Agency for purposes of determining eligibility in the OLIBA Program. An Agency must have a form signed by a customer or co-customer authorizing release of his/her proprietary customer information prior to accessing that customer’s or co-customer’s account information through the Company’s website portal.

With respect to all Proprietary Customer Information the Agency has collected, has received either directly or indirectly as part of administering the Oregon Low Income Bill Pay Assistance Program or executing this Agreement, the Agency will:

- (1) Keep and maintain all Proprietary Customer Information in strict confidence, and will not disclose, publish or disseminate such Proprietary Customer Information in any way to any person or entity other than employees of Agency who does not have a need to know such Proprietary Customer Information for purposes of administering the Oregon Low Income Bill Pay Assistance Program;
- (2) Ensure that neither the Agency nor its employees access, obtain or view any Proprietary Customer Information of any Customer who has not previously contacted the Agency for an appointment to submit a fully executed application for an Oregon Low Income Bill Pay Assistance credit, giving oral consent for the Agency to access, obtain and view that Customer's Proprietary Customer Information;
- (3) Use its best efforts to ensure that each Customer whose Proprietary Customer Information is accessed, obtained or viewed by the Agency or its employees based on the initial contact and oral consent described in (b) above, thereafter signs and submits to the Agency a valid, complete and fully executed application for benefits under the Oregon Low Income Bill Pay Assistance Program, regardless of whether the Customer is eligible to, or does, receive such benefits.
- (4) Create, implement and maintain policies and procedures acceptable to Cascade that will ensure the Agency's compliance with this Section.

### **ARTICLE 3- INDEMNIFICATION**

The Agency shall indemnify and hold harmless the Company and its respective officers, agents and employees from and against all claims, damages, losses, liabilities and expenses, including, but not limited to, reasonable attorneys' fees, arising from the Company's negligent or other tortuous acts or omissions including acts or omissions of its officers, agents or employees.

### **ARTICLE 4 – TERM OF AGREEMENT**

This Agreement shall become effective when executed by both Parties, and shall remain in effect until September 30, 2021, unless terminated in writing as provided for in Article 5.

### **ARTICLE 5 – TERMINATION**

Either Party may terminate this Agreement for no cause with thirty (30) days written notice to the other Party. Either Party may terminate this agreement for cause with same day written notice to the other party.

### **ARTICLE 6 – DISCLAIMER OF LIABILITY**

The provisions of this Agreement shall not be construed to authorize either Party to act as an agent or representative of the other Party; rather, the Parties hereto are independent contractors with respect to one another.

### **ARTICLE 7 – ENTIRETY OF AGREEMENT**

The rights and obligations of the Parties hereunder shall be subject to and governed by this Agreement, including any Appendices attached hereto. This Agreement sets forth the entire Agreement of the Parties and supersedes any and all prior Agreements, with respect to Oregon Low Income Bill Pay Assistance administration.

**ARTICLE 8 – MODIFICATION/WAIVER**

No amendment or modification of this Agreement shall be effective unless made in writing, signed by the authorized agent of each Party, and delivered to each Party at the address provided for notices. The failure of either Party to require performance of any provision of this Agreement shall not affect the right to require the performance at a subsequent time. The waiver by either Party of a breach of any provision hereof shall not be taken as a waiver of the provision itself. This Agreement shall not be amended or limited by any course of performance.

**ARTICLE 9 – SEVERABILITY**

If any provision of this Agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, the remaining provisions of this Agreement shall remain valid and enforceable, and the Parties shall substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

**ARTICLE 10 – ASSIGNMENT OF AGREEMENT**

Neither Party may assign this Agreement or any of the rights, benefits and remedies conferred upon it by this Agreement to a third party without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

**ARTICLE 11 – GOVERNING LAW AND VENUE**

The laws of the State of Oregon shall govern the terms of this agreement without giving effect to its principles of conflicts of law.

**ARTICLE 12 – NOTICES AND COMMUNICATIONS**

Any notice, request, approval, consent, instruction, or other communication given by either Party to the other Party shall be in writing and shall be delivered in person, mailed or e-mailed to the address and attention of the person specified below:

- A. To Cascade Natural Gas Corporation:  
Cascade Natural Gas Corporation  
Attn: Consumer Specialist  
8113 W Grandridge Blvd  
Kennewick, WA 99336  
pledgecascade@cngc.com
  
- B. To the Agency:  
[Agency Name]  
Attn: Low Income Program Manager  
[Agency Address]  
[City}, OR [Zip]



**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed in duplicate by the respective representatives hereto, duly authorized as of the date(s) first written below.

**AGREED TO BY:**  
Company

**ACCEPTED BY:**  
Agency

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

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