

ORDER NO. 25-298

ENTERED Aug. 6, 2025

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UM 2264

In the Matter of

OREGON CITIZENS' UTILITY BOARD,

Request for Intervenor Funding.

ORDER

DISPOSITION: ADMINISTRATIVE HEARINGS DIVISION'S RECOMMENDATION
ADOPTED

At its public meeting on August 5, 2025, the Public Utility Commission of Oregon adopted the Administrative Hearings Division's recommendation in this matter. The Staff Report with the recommendation is attached as Appendix A.



BY THE COMMISSION:

Alison Lackey
Chief Administrative Law Judge

A party may request rehearing or reconsideration of this order under ORS 756.561. A request for rehearing or reconsideration must be filed with the Commission within 60 days of the date of service of this order. The request must comply with the requirements in OAR 860-001-0720. A copy of the request must also be served on each party to the proceedings as provided in OAR 860-001-0180(2). A party may appeal this order by filing a petition for review with the Circuit Court for Marion County in compliance with ORS 183.484.

ITEM NO. RA 2

PUBLIC UTILITY COMMISSION OF OREGON
ADMINISTRATIVE HEARINGS DIVISION REPORT
PUBLIC MEETING DATE: August 5, 2025

REGULAR X CONSENT _____ EFFECTIVE DATE _____ N/A _____

DATE: July 30, 2025
TO: Public Utility Commission
FROM: Alison Lackey, Chief Administrative Law Judge **SIGNED**
SUBJECT: UM 2264 – Approval of a Supplemental Intervenor Funding Agreement between the Oregon Citizens’ Utility Board and Portland General Electric Company

RECOMMENDATION:

The Commission should approve the Supplemental Intervenor Funding Agreement between the Oregon Citizens’ Utility Board and Portland General Electric Company set forth in Attachment A.

DISCUSSION:

Introduction

Portland General Electric Company (PGE) and Oregon Citizens’ Utility Board (CUB); have entered into a Supplemental Intervenor Funding Agreement, which provides intervenor funding in addition to funding available under the Fifth Amended and Restated Intervenor Funding Agreement (Fifth IFA). The Fifth IFA was approved in Order No. 22-506 and is effective through December 31, 2027. The supplemental agreement expires at the same time as the Fifth IFA.

The agreement is authorized by ORS 757.072, which allows energy utilities to enter into agreements for financial assistance to organizations representing broad customer interests in Commission proceedings. Under ORS 757.072, the Commission must approve any agreement before any financial assistance is provided.

Background

Under the Fifth IFA, the total available funds in 2025 for PGE funds are summarized in the table below:

Fund	Available To	Total Available	Remaining
CUB Fund	CUB	\$123,376.30	\$0
Pre-Authorized Matching Fund	AWEC	\$81,868	\$51,091.75
Issue Fund – General Account	CUB and AWEC (pre-certified), case-certified entities	\$175,380.56	\$759.45
Issue Fund - Certified Case Fund	Case certified entities only	\$10,000	\$10,000

The CUB fund is for use by CUB for expenses arising from its representation of utility customers, including expenses for general operations, overhead, personnel, and consultants. The full amount of the 2025 CUB fund has been distributed to CUB. Issue funds may be used for eligible expenses for eligible proceedings as defined in the Fifth IFA. Issue fund grants are subject to a requirement that the grantee demonstrates that it used in-house resources or external funding for 20 percent of the eligible expenses. As of July 25, 2025, the available funding remaining under the Fifth IFA in PGE's 2025 issue fund was \$759.45. This represents the total remaining amount available to CUB in the 2025 PGE funds.

At present, budgets for the Alliance of Western Energy Consumers and CUB for grants from PGE's 2025 issue fund have been approved for the following dockets:

Docket No.	Grantee	Grant Amount
UM 2024 (Investigations into Long Term Direct Access Programs)	AWEC	\$20,000 ¹
UM 2377 (PGE Investigation into Marginal Cost Study Treatment of Costs for Large Customers and Further Modifications to Rule C and Rule I)	AWEC	\$32,748.50
UM 2377 (PGE Investigation into Marginal Cost Study Treatment of Costs for Large Customers and Further Modifications to Rule C and Rule I)	CUB	\$33,000
UE 430 (PGE Investigation into New Load Connection Costs)	CUB	\$54,000
UE 452 (PGE 2026 Annual Power Cost Update Tariff)	AWEC	\$35,000
		\$174,758.50 ²

¹ Total Issue Fund grant for Docket No. UM 2024 was \$40,000, drawn equally from the PacifiCorp and PGE Issue Funds.

² AWEC Issue Fund grants for 2025 total \$87,748. CUB Issue Fund Grants for 2025 total \$87,000.

The two other funds under the Fifth IFA for participation in PGE-related dockets are not available to CUB. These are the pre-certified matching fund that is available to AWEC and the case certified fund that is available only to entities who are granted case certification (not pre-certified entities).

CUB has submitted a request for an issue fund grant in the amount of \$90,000 in docket UE 452, PGE’s 2026 Annual Power Cost Update Tariff and anticipates requesting funding for participation in docket UE 459, PGE’s Application for a Distribution System Plan Alternative Rate Mechanism, filed July 25, 2025. The \$759.45 in PGE’s 2025 issue fund represents the total remaining funding available to CUB in the 2025 PGE funds.

Supplemental Funding Agreement

The supplemental agreement establishes additional funding available to CUB for dockets related to PGE through 2027, as set forth in the table below.:

2025 (July 1 – Dec 31)	\$100,000
2026 (Jan 1 – Dec 31)	\$200,000
2027 (Jan 1 – Dec 31)	\$200,000

Additionally, the supplemental agreement expands the definition of eligible proceedings to include proceedings to review the following: formation of a holding company structure, Wildfire Mitigation Plan, generation-related request for proposals, or Alternative Rate Mechanism (as defined in a memorandum of understanding submitted in docket UE 455).³ These additions reflect PGE dockets that are either ongoing or anticipated during the timeframe of the supplemental funding agreement. This means that these types of proceedings are deemed eligible for an issue fund grant under the supplemental agreement without requiring a Commission order certifying them as eligible. Otherwise, the provisions of the supplemental agreement are, in large part, consistent with the Fifth IFA, including the filing requirements, matching requirements, and approval processes.

I recommend the Commission find that the supplemental agreement serves customers and is in the public interest. The Commission should approve the agreement under ORS 757.072 to allow the provision of financial assistance agreed to by the signatories.

PROPOSED COMMISSION MOTION:

The Commission approves the supplemental agreement set forth in Attachment A.

³ PGE/302, Batzler-Pleasant (Memorandum of Understanding regarding the scope of alternative recovery mechanisms for the Seaside Battery Storage Project and Distribution System Plan).

SUPPLEMENTAL INTERVENOR FUNDING AGREEMENT

This Supplemental Intervenor Funding Agreement (the “**Agreement**”), effective as of July 28, 2025 (the “**Effective Date**”), is between Portland General Electric Company (“**PGE**”), an Oregon corporation, and the Oregon Citizens' Utility Board (“**CUB**”), an Oregon nonprofit corporation (collectively, the “**Parties**” and each a “**Party**”).

RECITALS

WHEREAS, the purpose of this Agreement is to make supplemental intervenor fund grants available to CUB to advocate on behalf of broad customer interests in proceedings involving PGE before the Oregon Public Utility Commission (the “**Commission**”); and

WHEREAS, the Parties desire to make funding under this Agreement available to CUB as a supplement where funding available through the Issue Fund in the Fifth Amended and Restated Intervenor Funding Agreement, approved by the Commission on December 29, 2022, and effective January 1, 2023, is limited relative to amounts CUB intends to spend focused on Commission proceedings involving PGE;

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE I
DEFINITIONS**

Except as otherwise defined herein, capitalized terms used in this Agreement have the meanings assigned to them as follow:

- (a) “Eligible Expense(s)” has the meaning set forth in Section 6.2 of this Agreement.
- (b) “Eligible Proceeding for Issue Funds” means a proceeding before the Commission to review:
 - i. general rate case request,
 - ii. the proposed acquisition or merger of PGE, including formation of a holding company structure,
 - iii. an Integrated Resource Plan, Clean Energy Plan, Distribution System Plan, Wildfire Mitigation Plan, generation-related request for proposals, Transportation Electrification Plan, or Alternative Rate Mechanism, as defined in the Memorandum of Understanding submitted in Commission docket UE 455 as PGE/302, Batzler-Pleasant/1
 - iv. an annual power cost request; or
 - v. any other proceeding (including but not limited to an investigation, request for deferred accounting treatment, or amortization of deferred amounts)so designated by the Commission that directly affects PGE and is anticipated to: (1) have a substantial impact on utility rates or service; (2) have a significant impact on utility customers or the operations of the utility; (3)

result in a significant change in regulatory policy; or (4) raise novel questions of fact or law.

An Eligible Proceeding for Issue Funds may not include complaint proceedings.

- (c) “Fifth IFA” means the Fifth Amended and Restated Intervenor Funding Agreement approved by the Commission on December 29, 2022, and effective January 1, 2023.
- (d) “Issue Fund” means the fund made available pursuant to the terms of the Fifth IFA.
- (e) “Notice of Intent” has the meaning set forth in Section 5.2 of this Agreement.
- (f) “Request of Payment” has the meaning set forth in Section 6.1 of this Agreement.
- (g) “Supplemental Issue Fund” has the meaning set forth in Section 4.2 of this Agreement.
- (h) “Supplemental Issue Fund Grants” means has the meaning set forth in Section 4.1 of this Agreement.
- (i) “Term” has the meaning set forth in Article II of this Agreement.

ARTICLE II TERM

The Agreement shall be effective beginning on the Effective Date and shall continue in effect until December 31, 2027, unless terminated earlier pursuant to the terms of Article VIII of this Agreement (the “Term”).

ARTICLE III CONDITION PRECEDENT

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 and (ii) finding that the supplemental intervenor funding implemented through the Agreement serves customers and is in the public interest.

ARTICLE IV SCOPE

4.1 General. Supplemental issue fund grants to CUB will be made available pursuant to the terms of this Agreement (“**Supplemental Issue Fund Grants**”) for proceedings involving PGE when funds have been exhausted from the Issue Fund created pursuant to the Fifth IFA. Supplemental Issue Fund Grants will not be made available for proceedings that do not involve PGE.

4.2 Supplemental Issue Fund. As of July 1, 2025, there shall be established a Supplemental Issue Fund from which Supplemental Issue Fund Grants may be made under this Agreement. The following amounts shall be made available each year:

2025 (July 1 – Dec 31)	\$100,000
2026 (Jan 1 – Dec 31)	\$200,000
2027 (Jan 1 – Dec 31)	\$200,000

The Commission will authorize the Supplemental Issue Fund Grants pursuant to the criteria and process set forth in Article V and Article VI below. Supplemental Issue Fund Grants shall be limited to the amount available in the Supplemental Issue Fund. A Supplemental Issue Fund Grant may be used solely to pay Eligible Expenses for Eligible Proceedings involving PGE after CUB utilizes the available balance in the PGE Issue Fund under the Fifth IFA has been reduced to zero for the applicable period.

4.3 Rollover. A balance up to one hundred thousand dollars (\$100,000) 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.

4.4 Advance. No advance funds will be made available from the Supplemental Issue Fund.

4.5 Unused Balances. The unused balance in the Supplemental Issue Fund 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 grant for Supplemental Issue Fund awarded before termination may be reimbursed according to the terms specified in Section 8.3 below.

ARTICLE V SUPPLEMENTAL ISSUE FUND GRANT REQUEST PROCEDURES

5.1 Eligible Proceedings. Requests for a Supplemental Issue Fund Grant may be made only in an Eligible Proceeding for Issue Funds.

5.2 Notice of Intent to Request a Supplemental Issue Fund Grant. CUB must file a notice of intent to request a Supplemental Issue Fund Grant (“**Notice of Intent**”) when it submits its petition to intervene or notice of intervention in the matter or, for matters that do not involve a formal intervention, at such other time as the Commission designates. For proceedings under Article 1(b)(v) requiring a Motion to Declare as an Eligible Proceeding for Issue Funds, a Notice of Intent must be filed within thirty (30) days of the Commission ruling upon such motion. The Notice of Intent must be served on PGE and all parties of record in the proceeding or, if no such list has been established, to such other persons as the Commission designates.

5.3 Proposed Budgets. When seeking a Supplemental Issue Fund Grant CUB must submit, on a standardized form approved by the Commission, a proposed budget to the Commission along with such other information as the Commission may require to consider the request. A proposed budget must include: (a) a statement of work to be performed by CUB for which it is seeking a Supplemental Issue Fund Grant; (b) a description of the areas to be

investigated by CUB; (c) a description of the particular customer class or classes that will benefit from the intervenor's participation; (d) a budget showing estimated attorney fees, which may include the cost for appropriate support staff and operational support; (e) a budget showing estimated consultant fees and expert witness fees, which may include the cost for appropriate support staff and operational support; and (f) a representation that the intervenor will use matching funds in the form of either in-house resources or outside funding to account for or pay at least twenty percent (20%) of the Eligible Expenses for the work to be performed for which CUB is seeking a Supplemental Issue Fund Grant. The deadline for submitting proposed budgets will be thirty (30) days after the prehearing conference at which the schedule for the proceeding is established or by such other date as the Commission designates. Proposed budgets shall be served on the Commission and all parties of record in the proceeding and such other persons as the Commission designates. CUB 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 current phase of the proceeding. If CUB expects to incur Eligible Expenses in an Eligible Proceeding for Supplemental Issue Fund Grants in more than one calendar year, the proposed budget may seek funds that will be made available in the next calendar year. In such cases, the proposed budget should identify the amount of funds requested from each year's fund.

5.4 Additional Information. The Commission may seek additional information concerning proposed budgets. The Commission will make best efforts to act upon proposed funding budgets, within fourteen (14) days of receiving the proposed budgets or, if applicable, any supplemental information provided in response to the Commission's request.

5.5 Commission Decision. The Commission will determine the amount, if any, of Supplemental Issue Fund Grants that will be made available to CUB for the Eligible Proceeding for Issue Funds. The Commission may make its determination 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 parties that adequately represent the interests of customers; and (f) the level of available funds in the Supplement Issue Fund account. The Commission shall condition Supplemental Issue Fund Grants on CUB providing evidence that it has used in-house resources or outside funding to account for or pay at least twenty percent (20%) of the Eligible Expenses for the work to be performed in the proceeding for which CUB is seeking a Supplemental Issue Fund Grant. The Commission may deny, in whole or in part, a request for a Supplemental Issue Fund Grant based on the above criteria and requirements. The Commission may place reasonable conditions on the CUB Supplement Issue Fund Grant. Except as provided in this Section, a Supplemental Issue Fund Grant shall constitute a binding obligation on the Commission to order reimbursement of Eligible Expenses subject to satisfaction of any conditions imposed on the Supplemental Issue Fund Grant and the requirements set forth in Article VI and Article VII below. The Commission may amend a Supplemental Issue Fund Grant 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 Supplemental Issue Fund Grant is no longer warranted. If the Commission amends a Supplemental Issue Fund Grant, it will provide notice to CUB and afford an opportunity

to comment and provide a revised budget. A Commission amendment of a Supplemental Issue Fund Grant shall take effect on a prospective basis only. Eligible Expenses incurred or accrued before the Commission amendment will be reimbursed according to the terms set forth in Article VI below notwithstanding the Commission amendment of the Supplemental Issue Fund Grant.

5.6 Amendment of Proposed Budget. At any time during the proceeding, CUB 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, additional funding being available or other good cause. If CUB has approved proposed budgets in multiple dockets, it may request to reallocate approved amounts between dockets by filing a request in both dockets. Such a request must identify the previously approved proposed budget amounts, the proposed budget amounts for each docket after reallocation of funds, and explain the purpose for the requested reallocation. Any request for reallocation must meet all applicable requirements under Section 5.3 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 fourteen (14) days of receiving the proposed amendment or, if applicable, any supplemental information provided in response to the Commission's request.

ARTICLE VI PAYMENT OF SUPPLEMENTAL ISSUE FUND GRANTS

6.1 Supplemental Issue Fund Grant Request for Payment. In order to receive payment of a Supplemental Issue Fund Grant, CUB must submit a request for payment of Eligible Expenses to the Commission and serve a copy on PGE (a "**Request for Payment**"). A Request for Payment may be made at any time during an Eligible Proceeding for Issue Funds, but no later than sixty (60) days after the Commission's final order issued in the Eligible Proceeding for Issue Funds has become final and nonappealable. If CUB fails to timely request payment of Eligible Expenses, the Commission may decide CUB has deemed to have released any remaining allocated funds back to the Supplemental Issue 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 a particular customer class and consistent with CUB's proposed budget;
- (c) Provide information sufficient to show that CUB has complied with any condition or requirement of the Supplemental Issue 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 Supplemental Issue Fund because CUB does not intend to request payment for the full approved budget amount.

Details of requests for payment under this Section may be designated as confidential and protected from public disclosure to the maximum extent possible under the Oregon Public Records

Law (ORS 192.410 et. seq.). Such a confidential designation shall not excuse service of the request on PGE or prevent PGE from reviewing the request. A form for requests for payment under this Section is attached as Exhibit A.

6.2 Eligible Expenses. Expenses eligible for funding under a Supplemental Issue Fund Grant (“**Eligible Expenses**”) will include: Actual attorney and consultant fees, for outside services, directly attributable to participation in the proceeding;

- (b) Expert witness fees;
- (c) Billing rates for in-house staff (professional and clerical) directly related to participation in the proceeding;
- (d) The cost 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; and
- (g) Costs of participation in workshops and other informal Commission activities prior to the institution of an Eligible Proceeding for Issue Funds as the case may be.

6.3 General Operation Expenses Excluded. Expenses for membership recruitment, fundraising, lobbying, or communication with members, even if specifically related to the proceeding for which the grant was approved, will not be eligible for funding under a Supplemental Issue Fund Grant.

6.4 Commission Review and Action. Within thirty (30) days of receiving a Request for Payment of a Supplemental Issue Fund Grant, the Commission makes 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 (a) expenses that are not Eligible Expenses, or (b) expenses that are inconsistent with CUB’s Supplemental Issue Fund Grant or any conditions placed on the Supplemental Issue Fund Grant. The Commission will notify CUB and PGE of the following: (a) the amount of payment approved, (b) the Fund account or accounts from which payment is to be made, and (c) the allocation of the payment amount between the classes of customers. The Commission may not award a Request for Payment in excess of the amount of the Supplemental Issue Fund Grant, including any budget amendments approved by the Commission.

6.5 Customer Class Allocation. Supplemental Issue Fund Grants shall be allocated and charged to residential customers.

6.6 Payment by PGE. PGE will pay CUB the Supplemental Issue Fund Grants as directed by the Commission pursuant to Section 6.4. Such payment(s) will be made within thirty (30) days of receiving the notice of approval from the Commission.

6.7 Recovery of Supplemental Issue Fund Grants. The Commission shall allow PGE to recover in rates all amounts paid for Supplemental Issue Fund Grants under this Agreement.

PGE will defer Supplemental Issue Fund Grants through the existing intervenor funding deferred account which is renewed annually in OPUC Docket UM 1103. Additions of Supplemental Issue Fund Grants to the UM 1103 deferred account and subsequent amortization requests 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 PGE's authorized cost of capital. If the applicable Eligible Proceeding for Issue Funds results in a change of rates, Supplemental Issue Fund Grants should be incorporated into rates at the same time as the rate change is made. For Supplemental Issue Fund Grants that are not recovered in the Eligible Proceeding for Issue Funds in which the funds were expended, the timing and amortization period for recovering of such Supplemental Issue Fund Grants will be left to the discretion of PGE, subject to Commission approval.

6.8 Audits. CUB shall undergo an annual financial audit by an independent auditor and make the results of that audit available for the Commission and PGE. In addition, the Commission may audit the relevant, not privileged, records of CUB as necessary to verify the accuracy of the information provided in the Request for Payment under Section 6.1 above.

6.9 Delegation. The Commission may delegate its authority set forth in Sections 5.4, 5.5 and 6.4 to any Commission employee or category of employees. If the Commission delegates this authority, the delegate's decisions may be appealed to the Commission.

ARTICLE VII TERMINATION OF ELIGIBILITY

7.1 Termination of Eligibility. The Commission may terminate the precertification of CUB if it finds that there has been a substantial change in or repeal of ORS 774.101 to 774.990.

7.2 Effect of Termination of Eligibility. In the event of termination of the precertification of CUB, such termination shall take effect on a prospective basis only. CUB may not receive Supplemental Issue Fund Grants except as provided in this Section. CUB may recover Eligible Expenses incurred pursuant to a Commission authorized Supplemental Issue Fund Grant and incurred before decertification, subject to satisfaction of the requirements set forth in Article VI of this Agreement.

ARTICLE VIII TERMINATION

8.1 Termination. A Party may terminate this Agreement if any one or more of the following events occur: 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) There is a repeal or material change in the statutory provision enabling intervenor funding;
- (c) Any of the following are enacted through legislation, ballot measure or formal action of the Commission:

- (1) An alternative intervenor funding program affecting PGE;
- (2) Changes in the method by which PGE recover expenses incurred in regulatory proceedings if such changes prohibit or limit PGE's ability to recover such expenses through rates;
- (3) The creation of an elected Commission;
- (4) Any action that makes intervenor funding unnecessary, including:
 - a. The creation of a consumer advocate staff or agency;
 - b. A change in the role of Commission Staff that is materially different from the statement adopted in the Commission's current Internal Operating Policy Guidelines; or
 - c. Any change similar to a. and b. above.

8.2 Notice. A Party terminating this Agreement shall give the other Party and the Commission thirty (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 Party 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 PGE to pay Eligible Expenses incurred under a Commission-authorized Supplemental Issue Funding Grant that was awarded before the date of termination, subject to satisfaction of the requirements of Article VI. The Commission shall permit PGE to recover in rates any such authorized intervenor expenditures. If PGE has not recovered all of its payments of Supplemental Issue Fund Grants under this Agreement by the end of the Term or the date on which the Agreement is terminated, the Commission shall permit PGE to recover such amounts after the Term of this Agreement or after the termination date.

ARTICLE IX 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.

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. 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 waives 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 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. This Agreement and the Fifth Amended and Restated Intervenor Funding Agreement, approved by the Commission on December 29, 2022, and effective January 1, 2023, supersede any and all oral or written agreements and understandings made relating to intervenor funding to be made available by PGE and constitutes the entire agreements 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 Assignment. The benefits and obligations of this Agreement may not be assigned or transferred without the written consent of the other Party and Commission approval.

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

9.10 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.

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

PG

PORTLAND GENERAL ELECTRIC COMPANY

By: *AGC*
Angelica Espinosa (Jul 29, 2025 09:06:39 PDT)

Name: Angelica Espinosa

Title: SVP and Chief Legal and Compliance Officer

Date: 07/29/2025

OREGON CITIZENS' UTILITY BOARD

By: *[Signature]*

Name: *Claire Valentine-Fossum*

Title: *Gen. Counsel*

Date: *7/30/25*

EXHIBIT A

REQUEST OF CUB FOR PAYMENT OF SUPPLEMENTAL ISSUE FUND GRANT
 May be Designated as Confidential by CUB

TOTAL

	Rate	Hours	Cost	
Eligible Expenses Billed Through (Date)				Docket No _____
(a) Actual attorney fees directly attributable to participation in proceeding				
(1) Law firm and attorney (identify each by name and rate)				
(2) Law firm and paralegal (identify each by name and rate)	\$xxxx	\$xxxx		
(b) Expert witness fees	\$xxxx	\$xxxx		
(1) Name (identify each by name and rate)	\$xxx	xx	\$xxxx	\$xxxx
(2) Name (identify each by name and rate)	\$xxx	xx	\$xxxx	\$xxxx
(c) Apportioned billing rates for in-house staff directly related to participation				
(1) Name, job title and hourly rate for recovery request (identify each)	\$xxx	xx	\$xxxx	\$xxxx
(2) Name, job title and hourly rate for recovery request (identify each)	\$xxx	xx	\$xxxx	\$xxxx
(d) Cost of preparing and copying studies, discovery materials and filings			\$xxxx	\$xxx
(e) Travel costs directly related to participation in the proceeding			\$xxxx	\$xxx
(f) Cost of studies, supplies directly related to proceeding, fees, transcripts			\$xxxx	\$xxx
(g) Cost of participation in workshops, informal PUC activities prior to proceeding			\$xxxx	\$xxx
(1) Law firm and attorney (identify each by name and rate)	\$xxx	xx	\$xxxx	\$xxx
(2) Apportioned wages for in-house staff (identify each name, job title and hourly billing rate for recovery)	\$xxx	xx	\$xxxx	\$xxx
Total Eligible Expenses Billed Through (Date)				\$XXXXXX
In-House Resources or Outside Funding Used for Eligible Expenses				\$XXXXXX
Percentage of Party's Eligible Expenses Accounted for by In-House Resources or Outside Funding Used for Eligible Expenses (must be at least 20% or such greater amount as the Commission may require)				%
Amount of Approved Issue Fund Grant Budget				\$XXXXXX

**REQUEST OF (PARTY) FOR PAYMENT OF ISSUE FUND GRANT BY (PARTICIPATING PUBLIC UTILITY)
May be Designated as Confidential by Submitting Party SUBMITTED TO COMMISSION AND
PARTICIPATING PUBLIC UTILITY**

Amount of This Request for Payment **\$xxxxxxxx**

Amount Remaining in Issue Fund Grant After This Request for Payment **\$xxxxxxxx**

Certification of Authorized Officer for Party:

All of the above expenses are reasonable, were incurred directly attributable to (Party's) participation in representing the interests of (designated customer class) in Docket No. _____, and represent expenses that are in excess of any amounts recovered by CUB under the CUB Fund with PGE pursuant to the Fifth Amended and Restated Intervenor Funding Agreement, approved by the Commission on December 29, 2022, and effective January 1, 2023.F.

None of the above expenses are expenses for general operations, overhead, membership recruitment, fundraising or communications with members, and constitute Eligible Expenses for Eligible Proceedings for Issue Funds under Section 6.2 (Party name) declares that this is (choose one):

- (A) A final request for all payments under this Approved Issue Fund Grant, for the full amount of the Approved Budget, and there are no remaining unused funds.
- (B) A final request for all payments under this Approved Issue Fund Grant which, combined with any previous requests for payment, is less than the amount of the Approved Issue Fund Grant. The difference of \$XXXXXX is hereby released and made available to the (Participating Public Utility) Issue Fund.
- (C) A request for partial payment and the remainder of the Approved Issue Fund Grant should continue to be reserved pending further Requests for Payment.

(Party Name) has satisfied any other conditions for this Approved Issue Fund Grant as set forth: (A) (describe in detail) or (B) none applicable.

Date

Name of Authorized Signatory for Party
Title
Name