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March 31, 2026

Oregon Public Utility Commission
Attn: Filing Center
P.O. Box 1088
Salem, OR 97308-1088

RE: NEW, Cascade Advice No. O26-03-02
Schedule 31, Public Purpose Charge

Cascade Natural Gas Corporation ("Cascade" or "Company") submits the following revisions to its Tariff P.U.C. OR No. 10, stated to become effective with service on and after May 1, 2026:

Eighth Revision of Sheet No. 31.1
First Revision of Sheet No. 31.2

OVERVIEW

The purpose of this filing is to increase Cascade's Schedule 31, Public Purpose Charge ("PPC") from 6.456 percent to 12.271 percent so that the 12-month collections starting May 1, 2026, are sufficient to support the Energy Trust of Oregon's ("Energy Trust's") conservation programs that are offered to Cascade's sales customers, and the two Cascade-administered, income-qualified programs—Oregon Low Income Bill Pay Assistance ("OLIBA") and the Oregon Low Income Energy Conservation ("OLIEC").

The proposed 12.271 percent PPC charge is to recover \$10.8 million. Of this amount, 11.961 percent of projected revenues, or \$10.5 million, will be transferred to Energy Trust for the administration of Cascade's energy efficiency programs. The remaining 0.31 percent of forecast revenues, or \$273,812, will be divided between OLIBA and OLIEC, resulting in \$325,271 allocated to OLIBA and a reduction of \$51,458 to the currently overfunded OLIBA account.

BILL IMPACTS

The proposed change to the PPC will result in a bill increase of 5.15 percent for all affected rate classes. The average residential customer using 54 therms per month may expect their bill to increase by approximately \$3.37. The average commercial customer using 255 therms per month will see an increase of \$12.71, and the average industrial customer using 1,750 therms per month will pay approximately \$81.75 more. Bill impacts for each customer class are provided in the "Customer Bill Impact" tab of the attached work paper titled, "NEW CNGC Advice No. O26-03-02 PPC WP 03-31-2026.xlsx."

PROGRAM BUDGETS

Energy Trust Programs

Cascade and Energy Trust executed a bilateral five-year funding agreement, included with this filing as Attachment A. The funding agreement, which became effective January 1, 2026, specifies a set funding amount that Cascade will pay Energy Trust on a monthly basis. The monthly amount due to Energy Trust increases each year. Prior to the current funding agreement, Cascade provided Energy Trust with all Public Purpose Charge collections up to a defined percentage that was set to collect Energy Trust's annual budget. Under the new agreement, Energy Trust will not experience the ebbs and flows in funding that are characterized by seasonal usage. Cascade will use deferred accounting for any difference between its monthly remittance to Energy Trust and its monthly PPC collections. Any residual balance will be included in forecast collections at the time the Public Purpose Charge percentage is reset through an advice filing. Language under Special Terms and Conditions number 3 on Sheet 31.2, is revised to reflect this change in how Cascade is paying the Energy Trust from Public Purpose Charge collections.

Oregon Low-Income Bill Pay Assistance

OLIBA is forecasted to need \$392,541 in the 12 months starting May 1, 2026. This budget is based on program spending in the prior 12 months. Since OLIBA is currently overfunded by \$444,000, Cascade anticipates an excess of approximately \$51,458. As such, Cascade will reduce the over funded balance throughout the year and will apply a small reduction of -0.5 percent to the account's balance. Cascade believes OLIBA is overfunded because in Docket ADV 1671, Cascade requested a significant increase to OLIBA funding due to increased program activity related to the Docket UM 2211 programmatic changes. This correction and the winter rate change moratorium enacted in House Bill 3189 have resulted in OLIBA having more funds than needed for the next 12 months. For details on OLIBA's funding needs, see the "OLIBA" tab of the attached workpaper, "NEW CNGC Advice No. O26-03-02 PPC WP 03-31-2026.xlsx."

Oregon Low-Income Energy Conservation

OLIEC offers income-qualified customers whole-house weatherization, which is the most enduring means for reducing customer bills. OLIEC needs \$335,550 over the next 12 months. The OLIEC account currently holds \$10,279, reducing OLIECs need to \$325,271 or 0.368 percent of applicable billed revenues. See the "OLIEC" tab of the attached workpaper, "NEW CNGC Advice No. O26-03-02 PPC WP 03-31-2026.xlsx," for the OLIEC budget.

WORK PAPER

The attached work paper titled, "NEW CNGC Advice No. O26-03-02 PPC WP 03-31-2026.xlsx," provides the OLIEC and OLIBA budgets as well as the derivation of the new PPC and the overall bill impacts.

CUSTOMER NOTICE

In compliance with Oregon Administrative Rule ("OAR") 860-022-0017, customers will receive notice of this proposed rate change in their April bills, which will be distributed starting April 4, 2024.

Please direct any questions regarding this filing to me at (509) 528-9223 or to Chris Shoop at (208) 914-3119.

Sincerely,

/s/ Michael Parvinen

Michael Parvinen
Director, Regulatory Affairs
Cascade Natural Gas Corporation
8113 W. Grandridge Blvd.
Kennewick, WA 99336-7166
michael.parvinen@cngc.com

Attachments

**SCHEDULE 31
PUBLIC PURPOSE CHARGE**

PURPOSE

The purpose of this provision is to define the funding method for public purposes activities to be administered through one or more independent entities. Public purposes activities include, but may not necessarily be limited to, energy efficiency programs, market transformation and low-income conservation and bill assistance programs designed to benefit sales customers within Cascade Natural Gas’s service territory in Oregon.

ADJUSTMENT TO RATES

A public purpose charge equal to 12.271% of current revenues, including customer service charges, in each month will be assessed as a line item on the bills of rate schedules 101, 104, 105, 111 and 170. The level of the public purpose charge will be reviewed and revised as necessary based on periodic evaluation of public purposes funding needs.

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The Public Purposes Funds shall be allocated to specific separate accounts to fund the respective public purposes programs as follows:

- 11.961% will fund the energy efficiency programs administered by Energy Trust of Oregon.
- 0.31% will fund Cascade’s low-income conservation and bill assistance programs.

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SPECIAL TERMS AND CONDITIONS

1. 97.5% of the monies will be collected for use by the Energy Trust of Oregon to design, promote, and administer natural gas energy efficiency programs in accordance with agreements executed between Cascade and the Energy Trust of Oregon.
2. 2.5% of the monies will fund the Oregon Low-Income Energy Conservation (OLIEC) program offered per Schedule 33 and the Oregon Low-Income Bill Pay Assistance (OLIBA) program offered per Schedule 32. OLIEC will receive -0.06% of total Public Purpose Charge collections and OLIBA will receive 0.368% of total Public Purpose Charge collections.

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**SCHEDULE 31
PUBLIC PURPOSE CHARGE**

SPECIAL TERMS AND CONDITIONS (continued)

3. Each month, the Company will bill the Public Purpose Charge on rate schedules 101, 104, 105, 111, and 170 customers' bills. Cascade will remit funding to the Energy Trust of Oregon in accordance with the current bilateral, five-year funding agreement between Energy Trust of Oregon and Cascade Natural Gas Corporation. The difference between collections and remittance to Energy Trust of Oregon will be deferred in accordance with current Commission authorization granted in Docket UM 1980. Any residual balance will be included in the forecast Public Purpose Charge collections at the time of a Public Purpose Charge percentage change.
4. The Company, and any independent entity selected to administer public purpose programs under this Tariff, will report program results as directed by the Commission. Copies of all reports provided by the fund administrators to the Commission shall also be submitted to the Company for review.
5. All public purpose funds will be allocated only to programs that are available within the Company's Oregon service territory.

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Attachment A
CNGC Advice No. O26-03-02

ENERGY TRUST – CASCADE NATURAL GAS CORPORATION
AMENDED PUBLIC PURPOSE FUNDS TRANSFER AGREEMENT

This Amended Public Purpose Funds Transfer Agreement (“Agreement”) is entered into between Energy Trust of Oregon, Inc., an Oregon nonprofit corporation (“Energy Trust” or “Recipient”), and Cascade Natural Gas Corporation (“Cascade” or “Utility”). In this Agreement, Energy Trust and Cascade also may be referred to individually as Party and together as Parties.

RECITALS

- A. In accordance with Public Utility Commission of Oregon (“PUC”) Order 06-191 (the “Order”), Cascade collects public purpose funds and transfers a portion of the funds to Energy Trust for the purpose of administering and delivering the Residential and Commercial/Industrial conservation program in Cascade’s Oregon service territory. The portion of public purpose funds allocated to and transferred to Energy Trust is hereafter referred to as Funds.
- B. Cascade is required to collect and transfer Funds pursuant to the terms and conditions established in Schedule 31, Public Purpose Charge of Cascades tariff, as amended and approved by the PUC from time to time.
- C. Since July 1, 2008, Energy Trust has had the sole responsibility of administering Cascade’s conservation programs in Oregon.
- D. The Parties’ prior funding agreement was entered into on January 1, 2022, and last amended on December 31, 2024, (the “Prior Funding Agreement”). This Agreement supersedes and replaces the Prior Funding Agreement.
- E. Energy Trust has transitioned from annual planning and budgeting to a five-year Multiyear Plan process by implementing its 2026-2030 Multiyear Plan (“Multiyear Plan”)—Energy Trust’s five-year plan for achieving its 2025-2030 Strategic Plan outcomes and accelerating cost-effective energy savings acquisition through 2030—filed in PUC Docket No. ETO-1, as may be amended from time to time.

GENERAL PROVISIONS

1. Term of Agreement; Effective Date; Termination of Prior Funding Agreement

The five-year term of this Agreement begins on January 1, 2026, and ends on December 31, 2030 (the “Term”). This Agreement will become effective upon the date of the final signature below (the “Effective Date”) and upon that Effective Date, the Prior Funding Agreement is

terminated (subject to the rights and obligations of the Prior Funding Agreement that survive termination).

2. Transfer of Funds; use of Cascade Balancing Account

- 2.1. Cascade will collect Funds in accordance with the terms and conditions established in Schedule 31, Public Purpose charge, as amended and approved by the PUC from time to time, and as posted on www.cngc.com. Schedule 31 hereby incorporated by reference and made a part of this Agreement..
- 2.2. On the 1st day of each calendar month, Cascade shall transfer to Energy Trust the Funds specified in the Funding Worksheet attached as Exhibit 2 and incorporated into this Agreement. If the 1st of the month should fall on the weekend, or an official U.S. holiday, then the Funds shall be transferred on the first business day after the weekend or holiday occurs.
- 2.3. Cascade's funding obligation under this Agreement is shown in Exhibit 2. Cascade shall maintain a balancing account associated with Schedule 31 to fund Energy Trust's Multiyear Plan energy efficiency budget expenditures specified in Exhibit 2 and provide liquidity for agreed-upon opportunistic cost-effective energy savings, such as very large industrial and commercial projects receiving a minimum of \$750,000 in incentives ("Megaprojects"), that deliver cost-effective energy savings not included in the Multiyear Plan energy savings targets or budget expenditures.
- 2.4. If Energy Trust obtains an opportunity to acquire additional cost-effective energy savings beyond those established in the Multiyear Plan, such as Megaprojects, and Cascade's scheduled monthly Funds payments to Energy Trust plus the program Reserves specified in Exhibit 2 will not be sufficient for the acquisition of all contemporaneously available cost-effective energy efficiency savings, Energy Trust will provide Cascade with documentation detailing the additional funding needed and project overview, including the anticipated therm savings to be acquired with the additional funding; Energy Trust shall provide such documentation to Cascade no less than 90 days' notice prior to the expected payment date. Cascade will track the difference between revenue collected from customers and scheduled Funds payments for the agreed-upon additional expenditures and program Reserves replenishment to Energy Trust with a deferral balance. Cascade will be responsible for seeking recovery of any deferral balance for increased funding from customers as necessary.
- 2.5. Cascade agrees to use all reasonable efforts to ensure the timely transfer of funds from Cascade's balancing account to Energy Trust. Cascade further agrees it shall not unreasonably withhold its agreement to Energy Trust's acquisition of opportunistic cost-effective energy savings beyond Energy Trust's Multiyear Plan budget expenditures.

- 2.6. The method of transfer of all Funds shall be by electronic transfer to an account designated by Energy Trust. Energy Trust shall provide Cascade with necessary electronic transfer instructions in writing.

3. Termination

- 3.1. This Agreement may be terminated by any Party:

- 3.1.1. Upon 60 days' prior written notice to the other Party ("Notice of Termination") if:
(a) the terms of this Agreement have been breached by the other Party; (b) the PUC withdraws its approval for Energy Trust to administer energy conservation funds for Cascade, or (c) a Party applies for or consents to the appointment of, or there is the taking of possession by, a receiver, custodian, trustee, or liquidator of it or its property or the Party admits in writing that its liabilities exceed its assets and that it is unable to pay its debts as they become due;

- 3.1.2. Without cause, by either Party, prior to the end of the Term by providing 180 days' Notice of Termination, which shall include any communications from the OPUC required for the termination; or

- 3.1.3. In accordance with Section 11.7 of this Agreement.

- 3.2. The Notice of Termination must describe the nature of any grounds for termination of this Agreement with reasonable detail.

- 3.2.1. If a Notice of Termination is given because of a breach of this Agreement under Section 3.1.1(a):

- a) The Party receiving the Notice of Termination shall have 60 days from the receipt of the Notice of Termination to return to full compliance with the terms of this Agreement. If at the end of that 60-day period the Party notified has not returned to full compliance with this Agreement, then except as provided below, this Agreement shall terminate immediately and automatically at the time without the requirement of any further notice.
- b) If the breaching Party has initiated and diligently pursued a cure within the 60-day period but it is not reasonably possible to cure the breach within such 60 day period, the breaching Party shall have another 30 days to bring the contract back to full compliance and if the breaching Party brings the contract back to full compliance, then the initial Notice of Termination provided under the Section 3

will no longer be of any force or effect and this Agreement will remain in full force and effect.

3.2.2. If a Notice of Termination is given under Section 3.1.2, the Parties shall allow 180 days in which the Parties shall address the reasons given for termination using procedures outlined in Section 10, below, and if necessary, make alternative arrangements for the provision of Programs.

3.3. The Parties may use any of the procedures in Section 10 to address the reasons for a Notice of Termination.

3.4. Upon termination of this Agreement, the Parties shall have any remedy available in law or equity, subject to the arbitration requirements in Section 10.3 herein. Any obligations or duties that by their nature extend beyond termination of this Agreement shall survive any termination of this Agreement.

3.5. Any and all remaining Funds which are not legally or otherwise contractually obligated to be paid out, and held by the Energy Trust when this Agreement is terminated must be promptly returned to Utility, less all reasonable costs involved in the windup programs and administrative costs to terminate this Agreement.

5. Request for Financial Information

Energy Trust must maintain reasonable records with respect to all transactions it undertakes with respect to the Funds for its performance of compliance with the terms of this Agreement. Those records must be kept by the Energy Trust consistent with Energy Trust policy. Energy Trust will respond in a timely fashion to any reasonable requests for information regarding the expenditure of Funds. Energy Trust will provide Cascade with a copy of Energy Trust's audited annual financial reports within 15 calendar days of the reports' acceptance by the Energy Trust Board. Upon implementation of the programs, Energy Trust and Cascade will mutually agree on appropriate periodic program expenditure reporting.

6. Fiscal Management

7. All Funds transferred to Energy Trust shall be recorded by Energy Trust as revenue and deposited into a bank account in Energy Trust's name. All investment income from the Funds will accrue as revenue to the Energy Trust, and Cascade shall receive a pro-rata share of Energy Trust investment income based on their reserve balances according to Energy Trust's accounting practices.

7.1. Energy Trust shall require that its contractors, including quality control and inspection activities, maintain and provide adequate records to support and validate invoice charges prior to the disbursement of Funds.

7.2. Cascade and Energy Trust agree to maintain accurate financial records of the Funds, and, upon request, to make available for review by the requesting Party such records as may be necessary for each Party to meet its legal and fiscal obligations. Such records include the aggregate amounts billed to Utility's Oregon customers

7.3. Energy Trust will allocate its indirect and administrative costs in accordance with its established accounting procedures and generally accepted accounting principles.

8. **Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" includes all non-public information relating to the disclosing Party ("Discloser"), disclosed or made accessible to the other Party ("Recipient") that the Recipient knows or should reasonably suspect is confidential or of value to the Discloser. The transfer and use of Cascade customer information may be subject to OAR 860-086-0040 and the Parties' Customer Information Transfer Agreement ("CITA"), as may be amended from time to time.

Confidential Information shall not include any information that is: (i) lawfully in any Party's possession prior to the date of this Agreement which is not subject to other confidentiality requirements; (ii) is or becomes available to the public other than through a violation of this Agreement; (iii) is given to either Party by a third party who has no obligation to keep such information confidential; (iv) is approved in writing by a Party for disclosure; or (v) is disclosed to the PUC but is not protected by applicable confidentiality protections.

8.1. **Legally Compelled Disclosure.** If a Recipient of Confidential Information is or becomes legally compelled to disclose any Confidential Information it has received from the Discloser, Recipient shall provide Discloser with prompt written notice of the nature and source of the legally compelled disclosure requirement. Discloser may thereafter seek a protective order or other remedy necessary to protect its Confidential Information. If Discloser does not obtain a protective order or other remedy, or if any provision of this Agreement is waived by Discloser, then Recipient shall disclose only that portion of the Confidential Information that it is legally compelled to disclose, in the opinion of its legal counsel.

8.2. **Use of Confidential Information.** Each Party agrees that it must not use all or any portion of the Confidential Information of the other Party that is subject to OAR 860-086-0040 or the CITA, except to the extent permitted by OAR 860-086-0040 and the CITA. Regarding Confidential Information that is not governed by OAR 860-086-0040 or the CITA, the Parties agree that:

8.2.1. Recipient agrees that it shall not, during the term of this Agreement and for a period of two (2) years following the termination of this Agreement, disclose Confidential Information to any third party without prior written consent of the Discloser, except that a Party may provide the Confidential Information to its employees, agents, or an "Affiliate" (i.e., an entity that controls, is controlled by, or under common control of

the Party), who needs to know the Confidential Information, who is aware of this Agreement, who agrees to be bound by the terms of this Agreement, and who agrees to use the Confidential Information only for the purposes enumerated in this Agreement. Recipient agrees to utilize the same degree of care it utilizes for its own most confidential information (which shall in no event be less than reasonable care) to prevent disclosure to an unauthorized person or entity.

8.2.2. Each Party's obligations under this Section 8 are unique. If any Party should breach this Agreement, the Parties acknowledge that it would be impracticable to measure the resulting damages, and that it may not be possible to compensate adequately the injured party by monetary damages. Accordingly, without prejudice to any Party's right to seek and recover monetary damages, for every breach of this Agreement the injured Party shall be entitled to specific performance. Specific performance shall include, but not limited to, the immediate issuance of a temporary restraining order or preliminary injunction (without the necessity of providing any bond) to enforce this Agreement, and to all other remedies that may be available. Each Party expressly waives the defense that an adequate remedy at law exists.

9. Indemnification

9.1. Upon written request, each Party will indemnify and defend the other Party and its directors, officers, employees, agents, representatives, and affiliates and hold them harmless from and against any and all losses, liabilities, damages, demands, claims, suits, actions, judgments, assessments, costs, and expenses, including without limitation all interest, penalties, reasonable attorney fees, expenses incurred in investigating, preparing, or defending against any litigation, commenced or threatened, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation asserted against imposed on, or incurred or suffered by any of them, directly or indirectly, as a result of or arising from the negligent or willful misconduct of the indemnified Party or its directors, employees, contractors, or other agents or representatives in connection with or arising from this Agreement.

10. Dispute Resolution.

In the event of any dispute, controversy, or claim ("Matter") between the Parties arising out of or relating to this Agreement, the Parties shall seek to resolve it as follows:

10.1. The parties shall make a good faith effort to resolve Matters directly.

10.2. A Party may, at any time after such good faith effort, request review of a Matter by a mediator. A Party will exercise its right to request a mediator by providing a written notice to the other Party. If the other Party agrees to mediation, the Parties shall select a mediator and establish deadlines and other understanding by which the mediation process will be conducted.

10.3. If not resolved under Sections 10.1-10.2, a Matter will be submitted to final and binding arbitration in Portland, Oregon before Arbitration Services of Portland, Inc. (“ASP”) according to its rules, provided, however, that (i) any dispute where the amount in controversy is less than \$250,000 will be resolved before a single arbitrator, and (ii) the Parties remain free to agree in connection with any particular dispute that they may arrange for arbitration outside of ASP. Any arbitration award will be treated as confidential.

11. Miscellaneous Provisions

11.1. Definitions.

All capitalized terms have the meanings given to them by this Agreement.

11.2. Binding Effect.

This Agreement will be binding on and inure to the benefit of the Parties and their respective heirs, personal representatives, successors, and assign.

11.3. Assignment.

Neither this Agreement nor any of the rights, interests, or obligations under this Agreement will be assigned by any Party without the prior written consent of the other Party, which shall not be unreasonably conditioned, delayed, or withheld.

11.4. No Third-Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended or will be construed to confer on any person, other than the Parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement. There are no third-party beneficiaries to this Agreement.

11.5. Notices.

All notices and other communications relating to this Agreement, must be in writing and will be deemed to have been given if delivered personally, sent by email (with reply confirmation), mailed by certified mail, or delivered by an overnight delivery service (with confirmation) to the Parties to the following addresses (or at such another address as a Party may designate by like notice to the other party):

To: Energy Trust of Oregon, Inc.
Address: 920 SW 6th Ave, Suite 900
Portland, OR 97204
legal@energytrust.org
Attention: Dinah Choi, General Counsel

With a copy to: Chris Dunning, CFO

chris.dunning@energytrust.org

To: Cascade Natural Gas Corporation
Address: 8113 W Grandridge Blvd
Kennewick, WA 99336-7166
Attention: Michael Parvinen, Director of Regulatory Affairs
Facsimile No.: (509) 734-4635
With a copy to: Noemi Ortiz
Energy Efficiency Programs Manager
8113 W Grandridge Blvd
Kennewick, WA 99336-7166

Any notice or other communication will be deemed to have been received (i) on the date of personal delivery, (ii) at the expiration of five days after the date of deposit in the United States mail, certified, postage prepaid, or (iii) on the date of confirmed delivery by email or overnight delivery service.

11.6. Amendments.

This Agreement may be amended only by an instrument in writing executed by all of the Parties, which writing must specifically refer to this Agreement.

11.7. Legislative, Regulatory or Administrative Changes.

If there is (i) (A) any change in any state or federal statute, law, regulation, rule, order, legislation, policy, or general instruction that has the effect of law, or (B) any ruling, order, judgment, decree, or interpretation by any court, agency, or other government body having jurisdiction over either Party (all of the foregoing items in (A) or (B) collectively, "Regulatory Matter"), and (ii) such Regulatory Matter adversely affects, or is reasonably likely to adversely affect, the matter in which either Party is able to perform under this Agreement, or makes this Agreement unlawful, then the Parties will immediately use their best good faith efforts to enter into an amendment of this Agreement that complies with such Regulatory Matter and approximates as closely as possible the relative position of the Parties prior to issuance of such Regulatory Matter. If the Parties are unable to reach a new agreement within a reasonable time following the date on which it becomes reasonably certain that such Regulatory Matter will arise, the Parties may agree to submit the issue to arbitration. If the parties agree to submit the issue to binding arbitration and the arbitrator determines that no amendment will comply with the Regulatory Matter then the arbitrator has the express authority to determine that this Agreement should be terminated.

11.8. Independent Contractor Status.

The Parties acknowledge that Energy Trust is an independent contractor and that nothing in this Agreement is intended to create, and nothing will be construed as, any form of partnership or joint venture relationship between the Parties, or to allow either Party to exercise control or direction over the other Party, provided that the services to be provided hereunder by Energy Trust will be furnished in a manner consistent with the terms of this Agreement.

11.9. Construction.

The captions used in this Agreement are provided for convenience only and do not affect the meaning or interpretation of any provision of this Agreement. All references in this Agreement to “Section” or “Sections” without additional identification refer to the section or sections of this Agreement. All words used in this Agreement are to be construed to be of such gender or number as the circumstances require. Whether the words “include” or “including” are used in this Agreement, they will be deemed to be followed by the words “without limitation.”

11.10. Counterparts.

This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same Agreement.

11.11. Electronically Transmitted Signatures.

Electronic transmission of any scanned and signed original document, and retransmission of any signed facsimile transmission, will be the same as the delivery of an original. At the request of either Party, the Parties will confirm electronically transmitted signatures by signing an original document.

11.12. Further Assurances.

Each Party agrees to execute and deliver such other documents and to do and perform such other acts and things as the other Party may reasonably request to carry out the intent and to accomplish the purposes of this Agreement.

11.13. Time of Essence.

Time is of the essence with respect to all dates and time periods set forth or referred to in this Agreement with respect to each Party’s performance of its duties and obligations under this Agreement.

11.14. Expenses.

Except as otherwise expressly provided in this Agreement, each Party to this Agreement will bear the Party’s own expenses in connection with the preparation, execution, and performance of this Agreement and the transactions contemplated by this Agreement.

11.15. Waiver.

Any provision or condition of this Agreement may be waived at any time, in writing, by the Party entitled to the benefit of such provision or condition. Waiver of any breach of any provision will not constitute a waiver of any succeeding or other breach of the provision or a waiver of the provision itself or any other provision.

11.16. Force Majeure

Neither Cascade nor Energy Trust will be deemed liable or in default for any delay or failure in performance under this Agreement or other interruption deemed to result, directly or indirectly, from a cause beyond its reasonable control, such as from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, pandemics, failure of transportation, strikes or other work interruptions by its employees, or any other similar cause beyond its reasonable control unless such delay or failure in performance is expressly addressed elsewhere in this Agreement.

11.17. Governing Law.

This Agreement is to be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict of laws principles.

11.18. Compliance with Laws.

Each Party shall comply with all applicable laws and regulations.

11.19. Venue.

Any judicial action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement is to be brought against any of the Parties in Multnomah County Circuit Court of the State of Oregon and each of the Parties consents to the jurisdiction of such court (and of the appropriate appellate court) in any such action or proceeding and waives any objection to such venue.

11.20. Attorney Fees.

If a suit or action, including any arbitration, is brought to enforce any part of this Agreement (other than mediation), the prevailing Party will be entitled to recover from the other Party, in addition to costs and disbursements provided by statute, any sum which a court, including any arbitrator or appellate court, may adjudge reasonable as attorney fees.

11.21. Exhibits.

Any exhibits referenced in this Agreement are a part of this Agreement as if fully set forth in this Agreement.

11.22. Severability.

Any provision hereof held to violate any law or public policy in any jurisdiction is, as to that jurisdiction only, ineffective only to the extent of the invalidity, without affecting any other provision hereof, and each provision hereof is valid and enforceable to the fullest extent permitted by law. This Section 11.22 shall not govern actions taken under Section 11.7;

11.23. Entire Agreement.

This Agreement (including the documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the Parties with respect to such subject matter. Notwithstanding the above in the event of any conflict between the terms of this Agreement and the Order, the terms of the Order shall prevail.

11.24. Authorized Parties.

Each of the individuals signing this Agreement represents and warrants that he or she has been properly authorized by his or her respective organization to enter into this Agreement and that by their signatures each of the Parties does intend and is hereby legally bound under the terms of this Agreement.

ENERGY TRUST OF OREGON, INC.

CASCADE NATURAL GAS CORP.

By: 

By: 

Title: Executive Director

Title: VP, Regulatory

Date: 2/6/2026

Date: 2/6/2026

EXHIBIT 1

COPY OF SCHEDULE 31

CASCADE NATURAL GAS CORPORATION

Fourth Revision of Sheet No. 31.1

P.U.C. OR. No. 10

Canceling

Third Revision of Sheet No. 31.1

**SCHEDULE 31
PUBLIC PURPOSE CHARGE**

PURPOSE

The purpose of this provision is to define the funding method for public purposes activities to be administered through one or more independent entities. Public purposes activities include, but may not necessarily be limited to, energy efficiency programs, market transformation and low-income conservation and bill assistance programs designed to benefit sales customers within Cascade Natural Gas's service territory in Oregon.

ADJUSTMENT TO RATES

A public purpose charge equal to 5.103% of current revenues, including customer service charges, in each month will be assessed as a line item on the bills of rate schedules 101, 104, 105, 111 and 170. The level of the public purpose charge will be reviewed and revised as necessary based on periodic evaluation of public purposes funding needs.

(I)

The Public Purposes Funds shall be allocated to specific separate accounts to fund the respective public purposes programs as follows:

- 5.006% will support public purpose funding of energy efficiency programs that replace programs previously administered by Cascade with energy efficiency programs administered by an independent entity.
- 0.097% will support public purpose funding for low-income conservation and bill assistance activities.

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SPECIAL TERMS AND CONDITIONS

1. 98.11% of the monies designated as public purpose funding will be transferred to the Energy Trust of Oregon. The Energy Trust of Oregon will use the funds to design, promote and administer Natural Gas energy efficiency programs in accordance with agreements executed between Cascade and the Energy Trust.
2. 1.89% of the monies designated as public purpose funding will be transferred to two internal program accounts and dispersed to Community Action Agencies (Agencies) for the purpose of adding or expanding low-income weatherization programs and bill assistance programs. The funding will be designated for low-income conservation programs with the remaining funds to be designated for bill payment assistance.

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(continued)

CNG/O20-11-01
Issued November 25, 2020

Received
Filing Center
NOV 25 2020

Effective for Service on and after
January 1, 2021

CASCADE NATURAL GAS CORPORATION

P.U.C. OR. No. 10

Original Sheet 31.2

**SCHEDULE 31
PUBLIC PURPOSE CHARGE**

SPECIAL TERMS AND CONDITIONS (continued)

3. Each month, the Company will bill the public purpose charge on all rate schedule 101, 104, 105, 111, and 170 customers' bills. By the 20th of the month following the billing month, the Company will forward the amount of funds expected to be collected from billings issued for the prior calendar month, less a reserve for uncollectibles in an amount equal to Cascade's average percentage of net write-offs, to each fund administrator. Funds retained after the 20th of the month will earn interest at the Company's authorized rate of return until distributed to the fund administrators unless otherwise specified in an approved program or other agreement.
4. The Company, and any independent entity selected to administer public purpose programs under this Tariff, will report program results as directed by the Commission. Copies of all reports provided by the fund administrators to the Commission shall also be submitted to the Company for review.
5. All public purpose funds will be allocated only to programs that are available within the Company's Oregon service territory.

CNG/O17-02-01
Issued February 28, 2017

Received by OPUC
Utility Division
2/28/2017

Effective for Service on and after
March 1, 2017

EXHIBIT 2

2026-2030 Funding Worksheet

**Cascade Natural Gas
Income Statement (\$K)**

	2026	2027	2028	2029	2030
Net Assets Beginning of Year	894	488	663	655	666
Revenue	8,800	11,600	11,700	11,800	12,300
Incentives	4,610	5,769	5,884	5,970	6,225
Program Delivery Contractors	3,320	4,078	4,190	4,079	4,205
Employee Salaries & Fringe Benefits	703	875	929	992	1,065
Internal Costs	593	717	722	765	829
Expenditures	9,226	11,439	11,724	11,805	12,323
Operating Net Income	(426)	161	(24)	(5)	(23)
Interest Income Distribution	20	15	16	16	16
Transfer Between FS	-	-	-	-	-
Net Assets Ending	488	663	655	666	659
Program Reserves	461	572	586	590	616
Planned Accumulated Reserves	27	92	69	76	43
Energy Efficiency Savings (Therms)	684	737	768	793	839

**Cascade Natural Gas
Revenue Receipt by Month Schedule (\$K)**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
	17.6%	14.1%	12.5%	10.8%	8.7%	5.1%	3.6%	2.1%	2.5%	3.2%	4.3%	15.4%	100.0%
2026	733	733	733	733	733	733	733	733	733	733	733	733	8,800
2027	967	967	967	967	967	967	967	967	967	967	967	967	11,600
2028	975	975	975	975	975	975	975	975	975	975	975	975	11,700
2029	983	983	983	983	983	983	983	983	983	983	983	983	11,800
2030	1,025	1,025	1,025	1,025	1,025	1,025	1,025	1,025	1,025	1,025	1,025	1,025	12,300