

**WASHINGTON EXTENDED INTERIM  
PARTICIPATORY FUNDING AGREEMENT**

**BY AND AMONG**

**PUGET SOUND ENERGY**

**PACIFICORP**

**NORTHWEST NATURAL**

**CASCADE NATURAL GAS CORPORATION**

**AVISTA CORPORATION**

**WASHINGTON CUSTOMER REPRESENTATIVES**

**WASHINGTON PRIORITIZED ORGANIZATIONS**

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## **WASHINGTON EXTENDED INTERIM PARTICIPATORY FUNDING AGREEMENT**

Upon approval by the Washington Utilities and Transportation Commission, this Washington Extended Interim Participatory Funding Agreement (the "Extended Agreement") shall be effective as of January 1, 2023 (the "Effective Date"). The Extended Interim Agreement is by and among Puget Sound Energy ("PSE"); PacifiCorp ("PacifiCorp"); Northwest Natural ("NW Natural"); Cascade Natural Gas Corporation ("Cascade"); Avista Corporation, dba Avista Utilities ("Avista"); and Customer Stakeholders and Prioritized Organizations who are identified in the Signature Addendum, which shall be modified from time to time to reflect the addition or deletion of Stakeholders who have agreed to be bound by the terms of this Extended Interim Agreement (collectively, the "Parties").

### **RECITALS**

WHEREAS, the purpose of this Extended Interim Agreement is to make funds available to qualified parties to enable them to advocate on behalf of broad customer interests in proceedings before the Washington Utilities and Transportation Commission (the "Commission"), while prioritizing organizations representing vulnerable populations and highly impacted communities, as those terms are defined in RCW 19.405.020(23) and .020 (40) ("Prioritized Organizations"); and

WHEREAS, this Extended Interim Agreement is intended to extend the current interim agreement, subject to limited modification, to continue to provide the Parties and the Commission with experience in implementing stakeholder funding in Washington under RCW 80.28.430, the Commission's Policy Statement in U-210595 and to further the effort of

incorporating Prioritized Organizations into this Extended Interim Agreement and the Commission's processes;

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:

## **AGREEMENT**

### **Article 1** **Definitions**

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

(a) "Participating Organization" or "Participating Organizations" means any stakeholder organization, including any Prioritized Organization, authorized to receive funding pursuant to the terms of this Extended Interim Agreement.

(b) "Eligible Expense" has the meaning set forth in Section 7.3 of this Extended Interim Agreement.

(c) "Eligible Proceeding" means any proceeding before the Commission carried out in accordance with or under the auspices of the public service laws, Commission regulations, or Commission orders, including any non-adjudicatory proceeding, directly affecting one or more of the Participating Public Utilities, in which matters materially affecting the public interest are at issue. An Eligible Proceeding may include a complaint proceeding against a Participating Public Utility only if it relates to a matter of broad public interest as determined by the Commission.

(d) "Consumer Access Fund" has the meaning set forth in Section 4.2 of this Extended Interim Agreement.

(e) “Customer Participation Sub-Fund” has the meaning set forth in Section 4.2 of the Extended Interim Agreement.

(f) “Fund Grant” means a grant from the Consumer Access Fund, including Sub-Funds, to a Participating Organization.

(g) "Participating Public Utility" or "Participating Public Utilities" means PSE, Avista, PacifiCorp, Cascade, or NW Natural.

(h) “Prioritized Organization” has the meaning set forth in the Recitals.

(i) “Prioritized Organizations Sub-Fund” has the meaning provided in Section 4.2 of this Extended Interim Agreement.

(j) “Sub-Fund” means a component fund of the Consumer Access Fund as set forth in Section 4.2, including Sections 4.2.1 and 4.2.2.

(k) “Annual Fund Amount” shall have the meaning set forth in Section 4.2.

## **Article 2** **Term**

The Extended Interim Agreement shall be effective beginning on the Effective Date of this Extended Interim Agreement and shall continue in effect until December 31, 2024, unless terminated earlier pursuant to the terms of Article 9 of this Extended Interim Agreement (the "Term"). The Extended Interim Agreement may be extended by the Parties, subject to Commission approval.

## **Article 3** **Condition Precedent**

The obligations and rights of the Parties under this Extended Interim Agreement are subject to the condition precedent that the Commission issue an order (i) approving this Extended Interim Agreement and (ii) finding that the participatory funding program

implemented through the Extended Interim Agreement serves customers and is in the public interest.

**Article 4**  
**Scope**

4.1 General. Fund Grants will be made available pursuant to the terms of this Extended Interim Agreement. Fund Grants will not be made available for proceedings involving telecommunications utilities, water utilities, or wastewater utilities.

4.2 Funds and Accounts. There shall be established a Consumer Access Fund from which Fund Grants can be made under this Extended Interim Agreement. The Consumer Access Funds shall consist of two component Sub-Funds as described in this Section, including a Prioritized Organizations Sub-Fund. Accounts for the Consumer Access Funds and Sub-Funds shall be established for each of the Participating Public Utilities. For each calendar year during the Term of this Extended Interim Agreement, the following amounts shall be made available in each account:

	PSE	AVISTA	PACIFIC	CASCADE	NW NATURAL
<b>Consumer Access Fund (total)</b>	<b>\$400,000</b>	<b>300,000</b>	<b>300,000</b>	<b>265,512</b>	<b>72,735</b>
• Prioritized Organizations Sub-Fund	200,000	100,000	100,000	88,504	24,245
• Customer Representation Sub-Fund	200,000	200,000	200,000	177,008	48,490

The above amounts reflect the annual amount to be made available in each account (the "Annual Fund Amount").

4.2.1 Consumer Access Fund and Sub-Funds. There shall be five Consumer Access Fund accounts, one for each of the Participating Public Utilities. Each Consumer Access Fund account shall have two sub-funds: (1) a Prioritized Organizations Sub-Fund; and (2) a Customer Representation Sub-Fund. Subject to the provisions of Section 7.4, the Prioritized Organization Sub-Fund shall be available exclusively to Prioritized Organizations. Subject to the provisions of Section 4.2.2, the Customer Representation Sub-Fund shall be available exclusively to organizations representing broad customer interests in regulatory proceedings conducted by the Commission that are not Prioritized Organizations, including but not limited to organizations representing low-income, commercial, and industrial customers.

4.2.2 Utilization of Sub-Funds. Only Prioritized Organizations may request funding above the Annual Fund Amount in the Prioritized Organizations Sub-Fund upon a demonstration that the Annual Fund Amount has been fully utilized and additional funds are necessary to ensure a Prioritized Organization's full participation in an Eligible Proceeding. Those requested additional funds should first come from any unutilized Customer Participation Sub-Funds, but a Prioritized Organization may request additional funding if the Customer Participation Sub-Fund is fully allocated. The Commission will authorize Consumer Access Fund Grants pursuant to the criteria and process set forth in Article 6 and Article 7 below. A Consumer Access Fund Grant may be used solely to pay Eligible Expenses for Eligible Proceedings involving the Participating Public Utility that is the account holder. For example, Consumer Access Fund Grants from the PSE Consumer Access Fund account may be used solely to pay Eligible Expenses for Eligible Proceedings involving PSE. Any Participating



Organization that is case-certified will be eligible to apply for Consumer Access Fund Grants. The Commission shall review such applications using the criteria set forth in Section 6.5 below.

4.2.3 Interim Funding. Prioritized Organizations may request interim funding from the Prioritized Organization Fund pursuant to Section 7.2.

4.2.4 Request to Increase Sub-Funds. A Participating Organization may file a petition to increase a current year's Sub-Fund in the event that a Sub-Fund has been fully exhausted.<sup>1</sup> The Commission, in its discretion, may grant the petition if the Participating Organization demonstrates good cause to increase the amount available in the Sub-Fund and a need to utilize additional funds from the Sub-Fund in a specific proceeding. A Participating Organization carries the burden to demonstrate that there is good cause for the Commission to grant its request. Any interested stakeholder, as well as Commission Staff, may file a response to the Participating Organization's petition.

4.3 Rollover. RESERVED

4.4 Advance. A Participating Organization may request to use in any calendar year during the Term amounts that would otherwise be available in an applicable Sub-Fund in the next year, subject to the limitations identified in this Section and elsewhere in this Extended Interim Agreement ("Advance"). As part of its request for an Advance, the Participating Organization must submit a proposed budget that indicates the funds to be used in the next year, with commensurate budgeted work in the next year. The Commission may only approve an Advance from a Sub-Fund when the proceeding for which the Fund Grant is sought is expected to continue into that year and funds in the current year's Sub-Fund are inadequate to provide the

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<sup>1</sup> Any approved increase to a utility's Sub-Fund would have a corresponding effect on the total Consumer Access Fund for that utility.

level of Fund Grants that the Commission deems appropriate, and for which the Participating Organization has demonstrated that expenses commensurate with the request are likely to be incurred in the Advance year. An Advance may not be used in the last year of the Term of this Extended Interim Agreement. An Advance shall have the effect of reducing by the amount of the Advance from the Annual Fund Amount that would otherwise be made available in the next year in the applicable Sub-Fund account. The amount of the Advance that may be used in any calendar year during the Term shall not exceed the Annual Fund Amount associated with the applicable Sub-Fund set forth in Section 4.2 of this Agreement, subject to the potential exception in Section 4.2.4.

**Article 5**  
**Fund Grant Eligibility (Case-Certification)**

5.1 General. Only parties that are case-certified for a particular proceeding will be eligible to receive Fund Grants.

5.2 Case-Certification. The Commission will case-certify organizations meeting the criteria of Sections 5.2.1 or 5.2.2 as eligible to receive Fund Grants:

5.2.1 Case Certification For The Customer Representation Sub-Fund. Except as provided in Section 5.2.2 (Prioritized Organizations Sub-Fund), the Commission will case-certify an organization that meets the following criteria:

- (a) The organization is not: (i) a for-profit organization; or (ii) a governmental entity;
- (b) The organization represents broad customer interests, as determined by the Commission;
- (c) The organization demonstrates that it is able to effectively represent the particular customers it seeks to represent;

- (d) The organization demonstrates that (1) no other case-certified stakeholder participating in the proceeding adequately represents the specific interests of the customers represented by the organization; or (2) that the specific interests of customers or the public interest will benefit from the organization's participation; and
- (e) The organization demonstrates that its request for case-certification will not unduly delay the schedule of the proceeding.

5.2.2 Case Certification for the Prioritized Organizations Sub-Fund. The

Commission will case-certify a Prioritized Organization that meets the following criteria:

- (a) The organization is not: (i) a for-profit organization; or (ii) a governmental entity, provided that this restriction does not exclude tribal entities;
- (b) The organization is a Prioritized Organization representing vulnerable populations or highly impacted communities; and
- (c) The organization demonstrates that it is able to effectively represent vulnerable populations or highly impacted communities that are customers of the subject Participating Public Utility, for example by participation in public policy matters in governmental, private sector, or community forums, or by community-facing activities in vulnerable populations and highly impacted communities, or by other similar activities.

**Article 6**  
**Fund Grant Request Procedures**

6.1 Eligible Proceedings. Except in the case of general outreach funding requests under Section 7.4, requests for a Fund Grant may be made only in an Eligible Proceeding.

6.2 Request for Case Certification/Notice of Intent to Request a Fund Grant. Any Participating Organization seeking a Fund Grant must file a Request for Case Certification and Notice of Intent to request a Fund Grant ("Notice of Intent") on or before the date of the prehearing conference in the proceeding, or at such other time as the Commission designates. The Notice of Intent must be served on each affected Participating Public Utility, and all parties of record in the proceeding or, if no such list has been established, to such other persons as the Commission designates. The Notice of Intent must: (i) identify the Participating Public Utility Sub-Fund from which the Participating Organization party intends to request a Fund Grant, and (ii) include a Request for Case Certification with a description of how the request meets the criteria in Section 5.2.1 or 5.2.2. The Notice of Intent may include the proposed budget required under Section 6.3. The Commission will make all reasonable efforts to act on requests for case-certification at least 14 days before the deadline for case-certified stakeholders to submit proposed budgets. Notwithstanding the above, any stakeholder may, during the term of this Extended Interim Agreement, submit a Notice of Intent under Section 6.2 and a Proposed Budget under Section 6.3 for purposes of conducting general outreach under Section 7.4.

6.3 Proposed Budgets. Case-certified Participating Organizations seeking a Fund Grant 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 standardized form is attached to this Extended Interim Agreement as Exhibit A. A proposed budget must include: (a) a statement of work to be performed by the applicant for

which the applicant is seeking a Fund Grant; (b) a description of the general areas to be investigated by the applicant; (c) identification of the specific Sub-Fund from which the applicant is seeking a Fund Grant and an estimate of the amount of available funds in that account, if known; (d) a budget showing estimated attorney fees, which may include the cost for appropriate support staff and operational support; and (e) a budget showing estimated consultant fees and expert witness fees, which may include the cost for appropriate support staff and operational support. The deadline for submitting proposed budgets will be 30 days after the prehearing conference at which the schedule for the proceeding is established or, if no prehearing conference is held, 30 days after the date the Commission decides the Participating Organization's request for case certification, or by such other date as the Commission designates. Proposed budgets shall be served on the Commission, the affected Participating Utility, all parties of record in the proceeding, and such other persons as the Commission designates. A Participating Organization may submit a combined proposed budget for related proceedings that are being considered concurrently by the Commission. In proceedings with multiple phases, proposed budgets should encompass work to be performed for the initial phase of the proceeding. In the event the proceeding continues beyond the initial phase, the Commission will establish a schedule for stakeholders to submit proposed budgets for any later phase(s) of the proceeding.

6.4 Additional Information. The Commission may seek additional information concerning proposed budgets. The Commission will make best efforts to act upon proposed funding budgets within 30 days of receiving the proposed budgets or, if applicable, any supplemental information provided in response to the Commission's request.

6.5 Commission Decision. If the Commission receives one or more Notices of Intent and one or more proposed budgets, then the Commission will determine the amount, if any, of Fund Grants that will be made available for the Eligible Proceeding for Funds and, if the requests exceed the amount available in the Fund or Sub-Fund, the allocation of that amount among the applicant parties. The Commission may make these determinations based upon the following factors: (a) the breadth and complexity of the issues; (b) the significance of any policy issues; (c) the procedural schedule; (d) the dollar magnitude of the issues at stake; (e) the participation of other parties that adequately represent the interests of customers; (f) the amount of funds being provided by the applicant intervenor, if any; (g) the qualifications of the party and experience before the Commission; (h) the level of available funds in the Fund account or accounts involved; (i) other Eligible Proceedings for Funds in which stakeholders may seek additional Fund Grants from the same Sub-Fund; or (j) any other factors the Commission deems relevant. The Commission may deny, in whole or in part, a request for a Fund Grant based on the above criteria and requirements. The Commission may place reasonable conditions on Fund Grants. The Commission may amend a 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 Fund Grant is no longer warranted. If the Commission amends a Fund Grant, it will provide notice to the affected recipient(s) of such Fund Grant and afford an opportunity to comment and provide a revised budget. A Commission amendment of a 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 7 below notwithstanding the Commission amendment of the Customer Access Fund Grant.

6.6 Cooperation. Any case-certified parties shall make all reasonable efforts to enter into agreements with each other at any time, including before submitting proposed budgets or after receiving Fund Grants, to combine their efforts and resources in a case. Such cooperative efforts shall not affect the amount of their Fund Grants, except that amounts paid under a grant may not exceed actual allowable expenses.

6.7 Amendment of Proposed Budget. At any time during the proceeding, a Participating Organization who received Commission approval for a Fund Grant may file to amend its budget and request additional funding due to unforeseen changes in the scope or complexity of issues, positions taken by other parties, changes in the schedule of the case, or other good cause. A Participating Organization with approved proposed budgets in multiple dockets may request to reallocate approved amounts between dockets by filing a request in both dockets. Such a request must identify the previously approved 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 6.3 of this Extended Interim Agreement. The Commission may seek additional information concerning a proposed budget amendment as outlined in Section 6.4. The Commission will make best efforts to act upon the request within 14 days of receiving the proposed amendment or, if applicable, any supplemental information provided in response to the Commission's request.

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

7.1 Customer Access Fund Request for Payment. In order to receive payment of a Fund Grant, a Participating Organization must submit a request for payment of Eligible Expenses to the Commission and serve a copy on the Participating Public Utility from whose account payment is to be made (a "Request for Payment"). A Request for Payment for Customer Access

Funds may be made once the Participating Organization has finalized its Eligible Expenses, but no later than 60 days after the Commission's final order issued in the Eligible Proceeding has become final and non-appealable, except where provision is made for interim funding for Prioritized Organizations under the provisions of Section 7.2 below. Any Participating Organization who fails to timely request payment of Eligible Expenses will be deemed to have released any remaining allocated funds back to the applicable Customer Access Fund or Sub-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 per calendar year;
- (b) Demonstrate that the expenses are reasonable and are directly attributable to issues and positions pursued on behalf of customers and consistent with the intervenor's proposed budget;
- (c) Provide information sufficient to show that the Participating Organization has complied with any condition or requirement of the Fund Grant; and
- (d) Specify whether the request for payment is for interim funding, in the case of Prioritized Organizations only, or final payment in full and indicate whether any approved budget amount may be released back to the applicable Sub-Fund because the Participating Organization 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 Washington Public Records Act, Chapter 42.56 RCW. Such a confidential designation shall not excuse service of



the request on the applicable Participating Public Utility or prevent the applicable Participating Public Utility from reviewing the request. A form for requests for payment under this Section is attached as Exhibit B.

7.2 Interim Funding. Prioritized Organizations may request interim funding from the Prioritized Organization Fund. Interim funding is funding provided at any time prior to the conclusion of an Eligible Proceeding to reimburse a portion of expenses incurred under an approved budget for an Eligible Proceeding. An incurred expense may include invoices and other requests for payment related to participation in an Eligible Proceeding that the Prioritized Organization has not yet paid and intends to use interim funding to satisfy. Interim funding may be requested more than once during the pendency of an Eligible Proceeding. To qualify for interim funding, a Prioritized Organization must: (1) demonstrate that it has a need for interim funding to enable its participation in the Eligible Proceeding; and (2) provide detailed information, including receipts and invoices (either paid or to be paid), or documented cost estimates demonstrating the expenses incurred (or to be incurred) that interim funding would reimburse.

7.3 Eligible Expenses. Expenses eligible for funding under a Fund Grant ("Eligible Expenses") will include:

- (a) Actual attorney and consultant fees, whether in-house or for outside services, directly attributable to participation in the proceeding;
- (b) Expert witness fees;
- (c) Apportioned wages for in-house or contract 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;
- (g) Costs of participation in workshops and other informal Commission activities prior to the institution of, or as a requirement in a Commission order following, an Eligible Proceeding; and
- (h) Costs incurred pursuant to Section 7.4.

Eligible expenses may include costs incurred in relation to a proceeding for which a Participating Organization has an approved budget, but which were incurred prior to the Effective Date of this Extended Interim Agreement. Eligible expenses also include expenses incurred in Eligible Proceedings in 2023 prior to the approval of this Agreement. Eligible expenses also include expenses incurred in 2025 in Eligible Proceedings initiated in 2024 which continue into calendar year 2025.

7.4 Funding for General Outreach. Notwithstanding the above, any Participating Organization may, during the term of this Agreement, submit a Notice of Intent under Section 6.2 and a Proposed Budget under Section 6.3 for purposes of conducting general outreach and developing awareness of participation opportunities for vulnerable populations and highly impacted communities, irrespective of any particular docket or proceeding before the Commission. These expenses may include consulting fees, training and education that provide technical assistance about the subjects of utility regulation and commission proceedings and case law. Overhead expenses, lobbying, and the costs of filing formal complaints where the

Commission determines such costs are not in the public interest are not allowed. Fund Grants for general outreach by Participating Organizations under this section shall be funded from the applicable Sub-fund for the applicant organization, or from unutilized funds in the Prioritized Organization Sub-funds.

7.5 General Operation Expenses Excluded. Except as otherwise provided in Section 7.3 and 7.4 above, expenses for general operations, overhead, membership recruitment, fundraising, or communication with members will not be eligible for funding under a Funding Grant.

7.6 Commission Review and Action. Within 30 days of receiving a Request for Payment of a 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 the Participating Organization's Consumer Access Fund Grant or any conditions placed on the Consumer Access Fund Grant. The Commission will notify the Participating Organization submitting a Request for Payment and the Participating Public Utility from whose account payment is requested, of the following: (a) the amount of payment approved, (b) the Sub-Fund 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 applicable Customer Access Fund Grant, including any budget amendments approved by the Commission.

7.7 Customer Class Allocation. The Commission will make a determination in each proceeding as to how to recover the Fund Grants from the various customer classes of the affected Participating Public Utility or Utilities:

- (a) In a proceeding involving more than one Participating Public Utility, the Commission will apportion the payment among the affected Participating Public Utilities. Criteria for making this allocation may include the relative gross revenue of the utilities, load, or other such factors as the Commission determines to be relevant to the particular matter.
- (b) Expenditures pursuant to a Fund Grant and made on behalf of a particular customer class will be charged to and paid for by that customer class. Fund Grants used to advocate positions on behalf of a broad cross-section of customers may be assessed against all customers or multiple classes of customers, as determined by the Commission, so as to fairly align the costs of the advocacy with the intended potential beneficiaries of the advocacy, regardless of actual outcome of the case. The determination may result in a combination of both class-specific assessments and general assessment to all customer classes based on the expenses incurred for the benefit of various classes in a case, regardless of which intervenors incurred such expenses.

7.8 Participating Public Utilities' Payment of Intervenor Funding Grants. The Participating Public Utility or Utilities will pay the Fund Grants as directed by the Commission pursuant to Section 7.6 above. Such payment(s) will be made within 30 days of receiving the notice of approval from the Commission.

7.9 Recovery of Fund Grants. The Commission shall allow the Participating Public Utilities to recover in rates all amounts paid for Fund Grants under this Extended Interim Agreement. Amounts in any deferred account under this Section will include a carrying cost equal to the Company's authorized rate of return, until such deferral is amortized, where it will

receive a return using the then-published FERC rate.<sup>2</sup> If the applicable Eligible Proceeding results in a change of rates, Fund Grants may be incorporated into rates at the same time as the rate change is made, or may be deferred, where the amortization period for recovering of such Participating Organization Fund Grants will be left to the discretion of the Participating Public Utility, subject to Commission approval. Participating Public Utilities must file tariff revisions to recover deferred costs annually in a proceeding where the Commission retains authority to approve costs. Participating Public Utilities must file a petition for deferral of such expenses to FERC Account 182.3, Other Regulatory Assets.

7.10 Audits. The Commission may audit the relevant, not privileged, records of any Participating Organization submitting a Request for Payment as necessary to verify the accuracy of the information provided in the Request for Payment.

7.11 Delegation. Pursuant to RCW 80.01.030, the Commission may delegate its authority under this Agreement to any Commission employee or category of employees. If the Commission delegates this authority, the delegatee's decisions may be appealed to the Commission.

## **Article 8** **Termination of Eligibility**

8.1 Termination of Eligibility. Upon the filing of a complaint pursuant to RCW 80.04.110, either by an interested party or on the Commission's own motion, the Commission may terminate the case-certification of a Participating Organization if it finds that:

- (a) The organization has committed fraud, misrepresentation, or misappropriation related to a Funding Grant;

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<sup>2</sup> <https://www.ferc.gov/interest-calculation-rates-and-methodology>

- (b) In a proceeding before the Commission for which Fund Grants were awarded to the organization, the organization has failed to represent the interests of the broad class of customers that the organization purported to represent in its application for case certification;
- (c) The organization has failed to comply with Commission orders or rules in a material way;

8.2 Effect of Termination of Eligibility. In the event of termination of the case-certification of a Participating Organization, such termination shall take effect on a prospective basis only. Participating Organizations that have been decertified may not receive Fund Grants except as provided in this Section. Participating Organizations that have been decertified may recover Eligible Expenses incurred pursuant to a Commission authorized Fund Grant and incurred before decertification, subject to satisfaction of the requirements set forth in Article 7 of this Extended Interim Agreement, and if the organization has not committed fraud, misrepresentation or misappropriation of, or in connection with, a Funding Grant, as determined pursuant to Section 8.1(a).

## **Article 9** **Termination**

9.1 Termination. A Party may terminate this Extended Interim Agreement if any one or more of the following events occur:

- (a) In an order, the Commission rejects this Extended Interim Agreement;
- (b) The Commission repeals or amends a material part of any rules implementing this Extended Interim Agreement;
- (c) There is a repeal or material change in the statutory provision enabling intervenor funding;

(d) Any of the following are enacted through legislation, ballot measure or formal action of the Commission:

- (1) An alternative intervenor funding program affecting one or more of the Participating Public Utilities;
- (2) Changes in the method by which Public Utilities recover expenses incurred in regulatory proceedings if such changes prohibit or limit a Public Utility's ability to recover such expenses through rates;

9.2 Notice. A Party terminating this Extended Interim Agreement shall give the other Parties and the Commission 30 days advance written notice. Such termination will become effective only upon a determination by the Commission that the Party has a valid basis pursuant to Section 9.1 above to terminate the Extended Interim Agreement. A notice under this Section shall not terminate the rights and obligations among the remaining Parties under this Extended Interim Agreement.

9.3 Discharge of Obligations Upon Termination. If this Extended Interim Agreement is terminated pursuant to this Article, the terminating Party shall be released and discharged from any obligations arising or accruing under this Extended Interim Agreement from and after the date of such termination. Termination of this Extended Interim Agreement (under this Section or at the end of the Term of this Extended Interim Agreement) shall not discharge or relieve any Party from any obligations or liabilities which may have accrued under the terms of this Extended Interim Agreement before such termination. In particular, the Commission shall require the Participating Public Utility or Utilities to pay Eligible Expenses incurred under a Commission-authorized Fund Grant that was awarded before the date of termination, subject to satisfaction of the requirements of Article 7. The Commission shall permit Participating Public

Utilities to recover in rates any such authorized intervenor expenditures. If any Participating Public Utility has not recovered all of its payments of Fund Grants under this Extended Interim Agreement by the end of the Term or the date on which the Extended Interim Agreement is terminated, the Commission shall permit the Participating Public Utility to recover such amounts after the Term of this Extended Interim Agreement or after the termination date.

**Article 10**  
**Miscellaneous**

10.1 Dispute Resolution. The Parties agree to confer and make a good faith effort to resolve any dispute arising under this Extended Interim Agreement before bringing an action or complaint to the Commission or any court with respect to such dispute.

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

10.3 Enforcement. The Parties agree that the Commission may enforce the terms of the Extended Interim 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 Extended Interim Agreement, the Parties may seek enforcement in a court of competent jurisdiction of the State of Washington. The jurisdiction over this Extended Interim Agreement of the Commission and the courts in the State of Washington shall be exclusive.

10.4 Jury Waiver. To the fullest extent permitted by law, each of the Parties waive any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with the Extended Interim 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.

10.5 Counterparts. The Extended Interim 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.

10.6 Entire Agreement. This Extended Interim Agreement supersedes any and all oral or written agreements and understandings made relating to stakeholder funding to be made available by the Participating Public Utilities and constitutes the entire agreement and understanding of the Parties.

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

10.8 No Assignment. The benefits and obligations of this Extended Interim Agreement may not be assigned or transferred without the written consent of each of the other Parties and Commission approval.

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

10.10 Governing Law. This Extended Interim Agreement shall be governed and construed in accordance with the laws of the State of Washington, without regard to principles of choice of law.

IN WITNESS WHEREOF, the Parties have executed this Extended Interim Agreement to be effective as of the Effective Date.

PUGET SOUND ENERGY

PACIFICORP

  
\_\_\_\_\_  
By: Jon Piliaris  
Its: Director, Regulatory Affairs

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

NORTHWEST NATURAL

CASCADE NATURAL GAS CORPORATION

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

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

AVISTA Corporation

CONSUMER ORGANIZATION

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

[See Signature Addendum]  
\_\_\_\_\_  
By:  
Its:

PRIORITIZED ORGANIZATION


[See Signature Addendum]  
\_\_\_\_\_  
By:  
Its:

IN WITNESS WHEREOF, the Parties have executed this Extended Interim Agreement  
to be effective as of the Effective Date.

PUGET SOUND ENERGY

PACIFICORP

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

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

NORTHWEST NATURAL

CASCADE NATURAL GAS  
CORPORATION

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

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

AVISTA Corporation

CONSUMER ORGANIZATION

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

[See Signature Addendum]  
\_\_\_\_\_  
By:  
Its:

PRIORITIZED ORGANIZATION

[See Signature Addendum]  
\_\_\_\_\_  
By:  
Its:

IN WITNESS WHEREOF, the Parties have executed this Extended Interim Agreement  
to be effective as of the Effective Date.

PUGET SOUND ENERGY

PACIFICORP

By:  
Its:

By:  
Its:

NORTHWEST NATURAL

CASCADE NATURAL GAS  
CORPORATION

  
By: ZACH KRAUT  
Its: U.P. RATES & REGULATORY

By:  
Its:

AVISTA Corporation

CONSUMER ORGANIZATION

By:  
Its:

[See Signature Addendum]  
By:  
Its:

PRIORITIZED ORGANIZATION

[See Signature Addendum]  
By:  
Its:

IN WITNESS WHEREOF, the Parties have executed this Extended Interim Agreement to be effective as of the Effective Date.

PUGET SOUND ENERGY

PACIFICORP

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

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

NORTHWEST NATURAL

CASCADE NATURAL GAS CORPORATION



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

\_\_\_\_\_  
By: Lori Blattner  
Its:

AVISTA Corporation

CONSUMER ORGANIZATION

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

\_\_\_\_\_  
[See Signature Addendum]  
By:  
Its:

PRIORITIZED ORGANIZATION

\_\_\_\_\_  
[See Signature Addendum]  
By:  
Its:

IN WITNESS WHEREOF, the Parties have executed this Extended Interim Agreement to be effective as of the Effective Date.

PUGET SOUND ENERGY

PACIFICORP

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By:  
Its:

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By:  
Its:

NORTHWEST NATURAL

CASCADE NATURAL GAS CORPORATION

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

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

AVISTA Corporation

CONSUMER ORGANIZATION

*David Meyer*  
\_\_\_\_\_  
By: David Meyer  
Its: Chief Counsel

[See Signature Addendum]  
\_\_\_\_\_  
By:  
Its:

PRIORITIZED ORGANIZATION

[See Signature Addendum]  
\_\_\_\_\_  
By:  
Its:

**WASHINGTON EXTENDED INTERIM PARTICIPATORY  
FUNDING AGREEMENT SIGNATURE ADDENDUM**

The undersigned hereby execute the Washington Extended Interim Participatory Funding Agreement dated December 19, 2022, to be effective as of the Effective Date.

ALLIANCE OF WESTERN ENERGY  
CONSUMERS

NORTHWEST ENERGY COALITION

*Tyler Pepple*  
\_\_\_\_\_  
By: Tyler Pepple  
Its: Attorney  
Date: Dec. 19, 2022

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

THE ENERGY PROJECT

FRONT AND CENTERED

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

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

SPARK NORTHWEST

SMALL BUSINESS UTILITY  
ADVOCATES

\_\_\_\_\_  
By:  
Its:  
Date:  
  
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By:  
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Date:  
  
Org:

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Its:  
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By:  
Its:  
Date:

**WASHINGTON EXTENDED INTERIM PARTICIPATORY  
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ALLIANCE OF WESTERN ENERGY  
CONSUMERS

NORTHWEST ENERGY COALITION



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

\_\_\_\_\_  
By: Lauren C. McCloy  
Its: Policy Director  
Date: 12/19/22

THE ENERGY PROJECT

FRONT AND CENTERED

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

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By:  
Its:  
Date:

SPARK NORTHWEST

SMALL BUSINESS UTILITY  
ADVOCATES

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ALLIANCE OF WESTERN ENERGY  
CONSUMERS

NORTHWEST ENERGY COALITION

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

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By:  
Its:  
Date:

THE ENERGY PROJECT

FRONT AND CENTERED



\_\_\_\_\_  
By: Yochanan Zakai  
Its: Attorney  
Date: December 16, 2022

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

SPARK NORTHWEST

SMALL BUSINESS UTILITY  
ADVOCATES, Northwest Chapter



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

\_\_\_\_\_  
By: Brittney K. Marra  
Its: Executive Director  
Date: December 18, 2022

Org:

Org:

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

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

**WASHINGTON EXTENDED INTERIM PARTICIPATORY  
FUNDING AGREEMENT SIGNATURE ADDENDUM**

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ALLIANCE OF WESTERN ENERGY  
CONSUMERS

NORTHWEST ENERGY COALITION

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

THE ENERGY PROJECT

FRONT AND CENTERED



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By:  
Its:  
Date:

\_\_\_\_\_  
By: Mariel Thuraisingham  
Its: MT  
Date: 12/20/22

SPARK NORTHWEST

SMALL BUSINESS UTILITY  
ADVOCATES

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By:  
Its:  
Date:

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By:  
Its:  
Date:

**WASHINGTON EXTENDED INTERIM PARTICIPATORY  
FUNDING AGREEMENT SIGNATURE ADDENDUM**

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ALLIANCE OF WESTERN ENERGY  
CONSUMERS

NORTHWEST ENERGY COALITION

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By:  
Its:  
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By:  
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THE ENERGY PROJECT

FRONT AND CENTERED

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By:  
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By:  
Its:  
Date:

SPARK NORTHWEST

SMALL BUSINESS UTILITY  
ADVOCATES



\_\_\_\_\_  
By: Andrea Axel  
Its: Executive Director  
Date: December 19, 2022

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By:  
Its:  
Date:

Org:

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By:  
Its:  
Date:

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By:  
Its:  
Date:

**EXHIBIT A**  
**Form of Budget Request**

[PARTY] Proposed Budget for Issue Fund Grant

Personnel	Hours	Rate	Cost
<hr/>			
<i>Attorney Fees</i>			
Senior Attorney			
Attorney			
Paralegal			
<i>Expert Witness Fees</i>			
Expert			
<i>Other Expenses</i>			
Travel			
Printing and Postage			
<hr/>			
<b>Total [PARTY] Issue Fund Request</b>			

**EXHIBIT B**  
**Form of Payment Request**

<b>CONFIDENTIAL EXHIBIT A</b>				
<b>REQUEST OF [PARTY] FOR PAYMENT OF [DOCKET NO.] FUND GRANT</b>				
<b>SUBMITTED TO THE WASHINGTON UTILITIES &amp; TRANSPORTATION COMMISSION AND [UTILITY]</b>				
Eligible Expenses Billed [MONTH/DATE - MONTH/DATE]	[DOCKET NO.]			
	Rate	Hours	Cost	TOTAL
<b>(a) Actual attorney fees directly attributable to participation in proceeding</b>				
(1) [ATTORNEY]				
(2) [ATTORNEY]				
(3) [PARALEGAL]				
(4) [LEGAL ASSISTANT]				
[LAW FIRM] Total				
<b>(b) Expert witness fees</b>				
1) [Expert Consultant]				
2) [Expert Consultant]				
Expert Total				
<b>(c) Apportioned wages for in-house staff directly related to participation</b>				
(1) Not Applicable				
<b>(d) Cost of preparing &amp; copying studies, discovery materials and filings</b>				
<b>(e) Travel costs directly related to participation in the proceeding</b>				
<b>(f) Costs of studies, supplies directly related to the proceeding; fees, transcripts</b>				
<b>(g) Cost of participation in workshops, informal WUTC activities prior to proceeding</b>				
<b>(h) Costs for outreach to vulnerable populations and highly impacted communities</b>				
<b>Total of Eligible Expenses Billed From [MONTH/YEAR] through [MONTH/YEAR]</b>				
<b>In-House Resources or Outside Funding Used for Eligible Expenses</b>				
<b>Amount of Fund Grant Budget</b>				<b>Approved up to \$</b>
<b>Amount of This Request for Payment</b>				
<b>Amount Remaining in [Docket No.] Fund Grant After this Request for Payment (if request is for Interim Funding by a Prioritized Organization)</b>				
<b>Certification of Authorized Officer for [Party]:</b>				
All of the above expenses are reasonable and were directly attributable to [Party's] participation in representing the interests of [Party] in [Docket No.].				
Except to the extent they qualify as Eligible Expenses under (h), above, none of the above expenses are expenses for general operations, overhead, membership recruitment, fundraising or communications with members.				
[Party] declares that this is (choose one):				
<input type="checkbox"/> (A) A final request for payment under this Approved Fund Grant, for the full amount of the Approved Fund Grant.				
<input type="checkbox"/> (B) A final request for all payments under this Approved Fund Grant which, combined with any previous requests for payment, is less than the amount of the Approved Fund Grant.				
<input type="checkbox"/> (C) A request by a Prioritized Organization for interim funding and the remainder of the Approved Fund Grant should be reserved pending further requests for payment.				
<b>[Party] has satisfied any other conditions for this Approved Fund Grant as set forth in the Funding Agreement: .</b>				
[Date]				
[Party's Authorized Officer]				