

**BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION**

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION,

Complainant,

v.

CASCADE NATURAL GAS
CORPORATION,

Respondent.

DOCKET UG-170929

PARTIAL JOINT SETTLEMENT
AGREEMENT

I. PARTIES

I This Settlement Agreement (“Settlement”) is entered into by Cascade Natural Gas Corporation (“Cascade” or the “Company”), the Staff of the Washington Utilities and Transportation Commission (“Staff”), the Public Counsel Unit of the Washington Office of Attorney General (“Public Counsel”), Alliance of Western Energy Consumers (“AWEC”), and The Energy Project, referred to herein individually as “Party” or jointly as the “Parties.” This Settlement represents a partial settlement under WAC 480-07-730(2). The Parties agree that this Settlement is in the public interest and should be accepted by the Washington Utilities and Transportation Commission (“Commission”) as a resolution of most, but not all, issues in Docket UG-170929. The Parties understand that this Settlement is subject to approval by the Commission. The one issue reserved for litigation is the calculation and treatment of the Tax Cuts and Jobs Act’s (“TCJA”) impact on rates, concerning taxes collected at 35 percent for the period January 1, 2018 – July 31, 2018 (“Interim Period”).

II. INTRODUCTION

2 On August 31, 2017, Cascade filed tariff revisions to increase general rates for natural gas service (Docket UG-170929) in all of the Company's service territories in Washington state. Cascade requested an increase in natural gas rates of about \$5.9 million, or a little more than 2.71 percent above 2016 test year levels. On September 14, 2017, the Commission entered Order 01 suspending the tariff revisions and placing Cascade's request in formal adjudication. Pursuant to the procedural schedule set by the Commission, the Parties appeared at settlement conferences on February 2 and 27, 2018, but no resolution resulted from those discussions. At the request of the Company, representatives of all Parties appeared at a settlement conference held on April 13, 2018, for the purpose of narrowing or resolving the contested issues in this proceeding. The Parties reconvened on April 18, 2018, to continue settlement discussions. Those discussions led to this Settlement.

3 The Parties have reached a partial settlement of most, but not all, issues in this proceeding and wish to present the Settlement for the Commission's consideration and approval. The one issue reserved for litigation is the calculation and treatment of the TCJA's impact on rates, concerning taxes collected at 35 percent for the Interim Period. The Parties, therefore, adopt the following Settlement in the interest of reaching a fair, just, reasonable, and sufficient disposition of the issues presented in this Settlement, and hereby respectfully request that the Commission issue an order approving this Settlement without condition.

III. AGREEMENT

A. Revenue Decrease

4 Revenue Requirement. The Parties agree that, Cascade's revenue requirement should be increased by \$750,000, prior to adjustments made to incorporate the TCJA (i.e., the

\$750,000 increase to the revenue requirement is the agreed revenue deficiency prior to any incorporation of the TCJA). The Parties agree that, effective with service on and after August 1, 2018, Cascade will implement base rate changes for its Washington natural gas customers that incorporate, the agreed-upon adjustments for the TCJA, as outlined in Paragraph 11, below. These changes will result in an overall decrease to Cascade’s annual revenues of \$2,919,365, or a decrease of approximately 1.4 percent overall for its Washington natural gas customers. An average residential customer using 55 therms per month will see a monthly bill decrease of approximately \$0.69, or a decrease of approximately 1.4 percent. The total decrease of \$2,919,365 to the revenue requirement does not include the average rate assumption method (“ARAM”) reversal of Protected-Plus EDIT, or the amortization of Unprotected EDIT, which are described in Section III.D., or the impacts of the Commission’s resolution of the issue reserved for litigation (the Interim Period tax savings). Table 1, below, displays the immediate decreases that customers will see as a result of this Settlement.¹

Table 1: Immediate Decreases

Change to Revenue Requirement	(\$2,919,365)
ARAM, 2018 Reversal of Protected-Plus EDIT (estimated, grossed-up, 15-month return)	(\$1,685,174)
Amortization of Unprotected EDIT (1/10, estimated, grossed-up, 15-month return)	(\$807,675)

5 The Parties do not agree on the specific adjustments necessary to reach the agreed-upon revenue requirement, except as otherwise expressed in this Settlement, and also acknowledge that the Commission’s determination of the remaining issue that the Parties

¹ The Commission’s decision regarding the treatment and calculation of the TCJA’s impact on rates, concerning taxes collected at 35 percent for the Interim Period may potentially change the immediate decreases that customers will see as a result of this Settlement.

have reserved for litigation (*see* Section III.D.) may impact base rates, depending on how the Commission resolves that issue.

B. Rate Base

6 Rate Base. The Parties agree that the revenue requirement in Section III.A., above, is based on a total agreed rate base of \$280,726,628.

C. Cost of Capital

7 Capital Structure. The Parties agree to a capital structure comprised of 49 percent equity and 51 percent long-term debt.

8 Cost of Equity. The Parties agree to a cost of equity (“ROE”) of 9.4 percent.

9 Cost of Debt. The Parties agree to a cost of long-term debt of 5.295 percent.

10 Rate of Return. The Parties agree to an overall rate of return (“ROR”) of 7.31 percent.

D. Tax Issues Related to the TCJA

11 Implementation of Tax Cut. The Parties agree that the Company’s tax rate will be updated from 35 percent to 21 percent going forward, consistent with the passage of the TCJA. The per books Federal Income Tax (“FIT”) expense amount will be restated from 35 percent to 21 percent. The related conversion factor will be increased from 0.6212 to 0.75499.

12 Interim Period. The Parties agree that the calculation and treatment of the TCJA impact on rates concerning taxes collected at 35 percent for the period January 1, 2018 – July 31, 2018 (“Interim Period”) remains contested, and that the issue will be litigated and presented to the Commission for resolution.

13 Total EDIT. The Parties agree to calculate excess deferred income tax (“EDIT”) as of December 31, 2017, as shown in Cascade’s Reply to Parties’ Responses to the Commission’s Bench Request No. 1. The total amount of EDIT calculated and presented by the Company is \$36,485,666, which is the sum of Protected-Plus EDIT² and Unprotected EDIT.³ The grossed-up total EDIT amount is \$48,325,853. This entire amount will be refunded to customers, subject to true-up identified in Paragraphs 16 and 19, below.

14 Protected-Plus EDIT. The Parties agree that the Protected-Plus portion of EDIT is \$30,387,775. The Parties agree that the grossed-up Protected-Plus EDIT amount is \$40,249,098. The Parties agree that, through approval of this Settlement, the Commission instructs the Company to transfer the grossed-up amount to FERC Account 254 – Other Regulatory Liabilities. Cascade will specifically identify this amount in a sub-account. The deferred amount on the balance sheet will receive rate base treatment as an offset to plant, and interest will not be accrued on this deferred amount.

15 Reversals of Protected-Plus EDIT. The estimated reversal of Protected-Plus EDIT for 2018 is \$1,272,294, using ARAM normalization rules. After application of the 0.75499 conversion factor, the estimated amount of the grossed-up 2018 Reversal is \$1,685,174 (“2018 Reversal”).

16 New Tariff Schedule for Protected-Plus EDIT Reversals. The Parties agree to create a new tariff schedule, Schedule 581, for the Protected-Plus EDIT reversals. Using a tariff schedule will avoid violations of normalization rules and provide transparency and accountability for returning the benefits to ratepayers. The tariff schedule will be updated annually by the Company as a subsequent filing to this docket, as follows in Table 2, for the

² The term “Protected-Plus EDIT” includes both protected and unprotected plant-related EDIT.

³ The term “Unprotected EDIT” excludes unprotected *plant-related* EDIT.

purposes of trueing-up the previous reversal and returning the next reversal amount to ratepayers. Schedule 581 will be effective August 1, 2018, and the estimated \$1,272,294 reversal for 2018 (grossed-up by the conversion factor to \$1,685,174) will be refunded to customers over the following 15 months, as identified in Table 2, below. Upon completing its 2017 tax return, the Company will propose a rate adjustment to Schedule 581 on October 1, 2018, to update the 2018 Reversal being refunded to ratepayers on November 1, 2018.⁴ The Company will propose a rate adjustment and true-up to Schedule 581 every October 1 in each subsequent year to coincide with the annual Purchase Gas Adjustment (“PGA”) filings. In subsequent years, the effective date of the Schedule 581 rate adjustment will coincide with the effective date of the Company’s annual PGA and the annual reversal, grossed-up through the application of the conversion factor, will be refunded over 12 months.

Table 2: Timeline for Protected-Plus EDIT

First 15 Months (Aug. 1, 2018 – Nov. 1, 2019)	
Aug. 1, 2018	Effective date of filing new tariff Schedule 581 in compliance with this Settlement.
Oct. 1, 2018	Schedule 581: proposed rate adjustment to update 2018 Reversal.
Nov. 1, 2018	Schedule 581: effective date of rate adjustment.
Oct. 1, 2019	Schedule 581: 2018 Reversal true-up and proposed rate adjustment for next reversal.
Nov. 1, 2019	Schedule 581: effective date of rate adjustment.
Subsequent Years	
Oct. 1	Schedule 581: true-up for prior reversal and proposed rate adjustment for next reversal.
Nov. 1	Schedule 581: effective date of rate adjustment.

⁴ The update will adjust the Protected-Plus EDIT and 2018 Reversal amounts to include actual 2017 tax and book timing differences. Cascade will maximize its deductions for tax year 2017.

17 Revisiting New Tariff Schedule for Protected-Plus EDIT Reversals. The Parties agree that the decision to use Schedule 581 for the Protected-Plus EDIT Reversals may be, but is not required to be, revisited in a future general rate case when the reversals can be adequately averaged and included in base rates, in consideration of potential risk of normalization violations and the impact on the Parties that such a change may create or relieve. Each Party is free to take any position it desires if Schedule 581 reversals are revisited in a future general rate case.

18 Unprotected EDIT. The Parties agree that the Unprotected portion of EDIT is \$6,097,891. The grossed-up Unprotected EDIT amount is \$8,076,755. The Parties agree that, through approval of this Settlement, the Commission instructs the Company to transfer the grossed-up amount to FERC Account 254 – Other Regulatory Liabilities. Cascade will specifically identify it in a sub-account. This amount will be amortized over 10 years. Thus, \$609,789 will be returned to ratepayers annually before application of the conversion factor. The amount returned annually, after application of the 0.75499 conversion factor, will be \$807,675. This deferral shall receive rate base treatment as an offset to plant and interest will not be accrued on this deferred amount.

19 New Tariff Schedule for Unprotected EDIT. The Parties agree to create a new tariff schedule, Schedule 582, for the return of this amortized amount, which will be trued-up and updated annually by the Company as a subsequent filing to this docket as outlined in Table 3, below. Schedule 582 will be effective August 1, 2018 and the amortization amount of \$609,789, grossed-up to \$807,675, will be refunded to customers over the following 15 months. Upon completing its 2017 tax return, the Company will propose a rate adjustment to Schedule 582 on October 1, 2018, to update the 2018 Unprotected EDIT amount and

grossed-up amount beginning on November 1, 2018.⁵ The Company will propose a rate adjustment and true-up to Schedule 582 every October 1 in each subsequent year to coincide with the annual PGA filings. In subsequent years, the effective date of the Schedule 582 rate adjustment will coincide with the effective date of the Company’s annual PGA and the amortization amount will be refunded over 12 months.

Table 3: Timeline for Unprotected EDIT

First 15 Months (Aug. 1, 2018 – Nov. 1, 2019)	
Aug. 1, 2018	Effective date of filing new tariff Schedule 582 in compliance with this Settlement.
Oct. 1, 2018	Schedule 582: proposed rate adjustment to update 2018 Unprotected EDIT amortization amount.
Nov. 1 2018	Schedule 582: effective date of rate adjustment.
Oct. 1, 2019	Schedule 582: true-up for 2018 Unprotected EDIT amortization amount and proposed rate adjustment for next amortization amount.
Nov. 1, 2019	Schedule 582: effective date of rate adjustment.
Subsequent Years	
Oct. 1	Schedule 582: true-up for prior amortization amount and proposed rate adjustment for next amortization amount.
Nov. 1	Schedule 582: effective date of rate adjustment.

E. MAOP

20 Pre-Code Pipe. The Parties agree that Maximum Allowed Operating Pressure (“MAOP”) expenses specifically identified by the Company as being performed in connection with pipe installed prior to July 1, 1970 (“pre-code pipe”) are included for recovery from ratepayers in the revenue requirement.

⁵ The update will adjust the Unprotected EDIT and the 2018 amortized amount of Unprotected EDIT to include actual 2017 tax and book timing differences. Cascade will maximize its deductions for tax year 2017.

21 Post-Code Pipe. The Parties agree that MAOP expenses specifically identified by the Company as being performed in connection with validation of pipe installed after July 1, 1970 (“post-code pipe”) are excluded from recovery from ratepayers in the revenue requirement.

22 10-Year Amortization. The Parties agree to a 10-year amortization for recoverable MAOP expenses.

F. Cost of Service, Rate Spread, and Rate Design

23 Cost of Service. The Parties agree that it is more appropriate to address cost-of-service in the ongoing generic proceeding, Docket UG-170003. Parties do not agree on a specific cost-of-service methodology in this case.

24 Rate Spread. The Parties agree that any revenue changes approved by the Commission in its final order, including the impacts of the TCJA, will be applied on an equal percentage of margin increase or decrease to each schedule, except for Special Contracts.

25 Elimination of Certain Tariff Schedules. The Parties agree to the elimination of the following tariff schedules. Tariff Schedule 502, Building Construction Temporary Heating and Dry-Out Service. Customers formerly under Tariff Schedule 502 will merge into the Residential Service Tariff Schedule (Tariff Schedule 503). Tariff Schedule 512, Compressed Natural Gas Service. Customers formerly under Tariff Schedule 512 will merge into the General Commercial Service (Tariff Schedule 504). Tariff Schedule 577, Limited Interruptible Service. Customers formerly under Tariff Schedule 577 will merge into the Interruptible Service (Tariff Schedule 570).

Rate Design and Basic Charge. The Parties agree to an increase for each rate schedule's basic charge of 25 percent, with rounding up or down to the nearest dollar after application of the 25 percent increase as indicated in Table 4, below, but agree to no change to Special Contracts. The Parties agree to not change the current System Balancing Charge of \$0.0004 per therm of gas transported for customers on the Distribution System Transportation Service and for customers with Special Contracts, consistent with the proposal advanced by the Company.⁶ Any revenue from the System Balancing Charge will be credited to the PGA, consistent with the proposal advanced by the Company.⁷ The Parties agree that within Schedule 663, specifically, any increase or decrease will be applied to each of the schedule's blocks equally.

Table 4: Basic Charges

Rate Class	Pre-Settlement Basic Charge	Settlement Increase	Post-Settlement Basic Charge
Residential Service (Schedule 503)	\$4.00	25% i.e. \$1.00	\$5.00
General Commercial Service (Schedule 504)	\$10.00	25% i.e. \$2.50	\$13.00
General Industrial Service (Schedule 505)	\$48.00	25% i.e. \$12.00	\$60.00
Large Volume General Service (Schedule 511)	\$100.00	25% i.e. \$25.00	\$125.00
Interruptible Service (Schedule 570)	\$130.00	25% i.e. \$32.50	\$163.00
Distribution System Transportation Service (Schedule 663)	\$500.00	25% i.e. \$125.00	\$625.00

⁶ Amen, Exh. RJA-1T at 38:9-16.

⁷ Amen, Exh. RJA-1T at 38:9-16.

G. Load Study

27 Load Study. The Company will perform either a load study to determine actual core class usage or a detailed load analysis of actual core class usage tied to the completion of the Company's advancement metering infrastructure ("AMI") program and associated fixed network.

28 The Company's Presentation of Rate Spread and Rate Design in Future Rate Cases Until Load Study is Performed. Cascade agrees that it will present a rate spread that applies an equal percent of margin increase or decrease to each schedule, except for Special Contracts, consistent with Paragraph 24, above, in any future rate case until it performs a load study or performs a detailed load analysis that utilizes actual core class usage data, referred to in Paragraph 27, above, which the Company expects to gather from the installation of new infrastructure (AMI meters and fixed network). The Company further agrees to maintain basic charges at the agreed level described in Paragraph 26, above, until it performs the load study or detailed load analysis described in Paragraph 27, above.

29 No Preapproval. The Parties agree that Cascade may seek future cost recovery for equipment or new infrastructure to accomplish the required load study or load analysis described in Paragraph 27, above. This Settlement, however, does not express how costs will be recovered in a future general rate case or any agreement by the Parties regarding whether the costs and benefits of Cascade's planned infrastructure investment (AMI meters and fixed network) meet the prudence requirements or that such investment should be included in customer rates. Further, this Settlement does not relieve the Company of its obligation to demonstrate the prudence of its planned infrastructure investment (AMI meters and fixed network) before the Commission.

30 PGA Allocations. The Company will continue allocating its pipeline capacity and storage costs in its PGA filings consistent with its 2017 PGA (Docket UG-171010), until changes can be informed by the load study or detailed load analysis referred to in Paragraph 27, above. Year-round pipeline capacity will continue to be allocated within the PGA as 12.4 percent to Annual Sales Volumes, 29.4 percent to Winter Sales Volumes and 58.2 percent to Design Peak Volumes. Additionally, 80 percent of Jackson Prairie and its related TF-2 capacity that is not allocated to system balancing be allocated in the PGA as follows: 13 percent to Winter Sales and 67 percent to Design Peak Day.

H. Low-Income Weatherization

31 Removal of Project Cap. The Parties agree to revision of Schedule 301 and other tariffs as necessary to remove the \$10,000 project cap. The Conservation Advisory Group will monitor spending on low-income weatherization after the cap is removed.

32 Funding of Project Coordination. The Parties agree to revision of Schedule 301 and other tariffs as necessary to provide that expenses associated with project coordination will be funded at actual cost, up to a maximum program average of 15 percent of the total project cost as billed to the Company. This replaces the current fixed pay points for audits and inspections totaling \$850 per project.

33 Agency Indirect-Rate. The Parties agree to revision of Schedule 301 and other tariffs as necessary to allow an agency indirect-rate budget component at 10 percent of the total project cost as billed to the Company.

34 Development and Reporting of Project Goals. Cascade, in conjunction with its conservation advisory group and the agencies that deliver low-income weatherization programs, will develop and report goals for low-income weatherization based on the number

of projects to be completed annually. The Conservation Advisory Group will monitor and review annually project budgets to ensure proper fiscal management. To the extent possible, these activities will be integrated with Cascade's existing biennial and annual conservation planning and conservation reporting processes.

I. Low Income Energy Assistance

35 Washington Energy Assistance Fund ("WEAF") Program. The low-income advisory group ("Low-Income Energy Assistance Advisory Group" or "low-income advisory group") will address the issues of over-subsidization and benefit calculation uniformity and will file a status report with the Commission in this docket by August 15, 2018 for program updates to be implemented in the 2018-2019 Program Year. The over-subsidization and calculation uniformity issues will be addressed before program design issues (i.e. rate discount, etc.) in order to ensure a timely filing with the Commission on August 15, 2018. In addition, the Parties agree that the issues related to the proposed redesign of the WEAF low-income funding program should be sent to the low-income advisory group for consideration within three months of the date of the Commission's final order in this matter.

J. Restating Adjustments

36 Specification of Certain Restating Adjustments. For purposes of settlement, the Parties agree to the specification of certain adjustments, but do not agree upon the basis or methodology for any of the adjustments. Parties expressly reserve the right to contest the underlying bases or calculation for any adjustment in future rate proceedings without prejudice. The adjustments that the parties agree to specify in this Settlement are: the MDUR Rental Charge as proposed by Public Counsel (PC-3); and restating adjustments R-2 and R-4 through R-10, as designated in the Company's rebuttal testimony in Exh. MPP-11.

Some of the adjustments designated in Exh. MPP-11 were also addressed by non-Company parties. For cross-reference purposes these designations are identified in Table 5, below.

Table 5: Adjustments Designation

Company Designation	Non-Company Parties' Designation		
	Staff	Public Counsel	AWEC
R-2 Promotional Advertising	-	-	-
R-4 Low-Income Bill Assistance	-	-	-
R-5 SISP/SERP	UTC-2	PC-6	M-1
R-6 Arbitration Expense	UTC-5	PC-2	M-3
R-7 Restating Wage	UTC-6	-	-
R-8 Market Data Subscription Fees	-	PC-4	-
R-9 Foros True Boutique	-	PC-5	-
R-10 Incentive Pay	UTC-1	PC-7	M-2
MDUR Rental	-	PC-3	-

K. Other Settlement Components

37 No Agreement on Investor Supplied Working Capital. The Parties do not resolve their disagreement on investor supplied working capital through this Settlement.

38 Investor Supplied Working Capital in Future CBRs. In its future Commission Basis Reports (“CBRs”), the Company will include its working capital calculation, in the form as presented in Staff’s case and the Company’s rebuttal presentation in this case.⁸

39 Miscellaneous Charges. Cascade will discontinue the Pilot Light Charge. With the exception of the Pilot Light Charge, the Parties agree that Cascade’s Miscellaneous Charges in Schedule 200 will remain unchanged.

40 Weather Normalization. Cascade agrees to use the weather normalization approach specified in the Joint Settlement Agreement in Docket UG-152286 for purposes of the current docket and CBRs. The impact of using this weather normalization approach in this case is included in the agreed-upon revenue requirement in Section III.A. Cascade will continue to refine its weather normalization methodology and reserves the right to propose a different weather normalization methodology in a future rate case.

41 Other Programs. The Parties agree to make no other changes to programs not identified in this Settlement, i.e. Decoupling and Conservation. See Attachment A to this Settlement for existing conservation compliance obligations.

IV. EFFECT OF THE SETTLEMENT AGREEMENT

42 Binding on Parties. The Parties agree to support the terms of this Settlement throughout this proceeding, including any appeal, and recommend that the Commission issue an order approving and adopting this Settlement. The Parties understand that this Settlement is subject to Commission approval. If the Commission does not accept this Settlement, then the Parties shall be free to assert their pre-settlement positions and agree that neither this Settlement nor any statements or admissions contained herein shall be

⁸ Refer to Response Testimony of Betty A. Erdahl, Exh. BAE-1T and Exh. BAE-3; Rebuttal Testimony Michael P. Parvinen, Exh. MPP-9T and Exh. MPP-14.

admissible or used for any purpose in this docket or any other proceeding for any purpose; provided, however, that any Party may disclose the existence or terms of the Settlement when required to do so by law.

43 Settlement is a Compromise. The Parties agree that this Settlement represents a compromise of the positions of the Parties.

44 Negotiations not Admissible. Conduct, statements, and documents disclosed while negotiating this Settlement shall not be admissible evidence in this or any other proceeding except in any proceeding to enforce the terms of this Settlement or any Commission Order adopting those terms.

45 Integrated Terms of Settlement. The Parties have negotiated this Settlement as an integrated document. Accordingly, the Parties recommend that the Commission adopt this Settlement in its entirety. Each Party has participated in the drafting of this Settlement, so it should not be construed in favor of, or against, any particular Party.

46 Procedure. The Parties shall cooperate in submitting this Settlement promptly to the Commission for acceptance. Each Party shall make available at least one witness or representative in support of this Settlement. The Parties agree to cooperate, in good faith, in the development of such other information as may be necessary to support and explain the basis of this Settlement and to supplement the record accordingly.

47 Reservation of Rights. Each Party may offer into evidence its pre-filed testimony and exhibits as they relate to the issues in this proceeding, together with such evidence in support of this Settlement as may be offered at the time of the hearing on the Settlement. If the Commission rejects all or any material portion of this Settlement, or adds additional material conditions, each Party reserves the right, upon written notice to the Commission

and all parties to this proceeding within seven (7) days of the date of the Commission's Order, to withdraw from this Settlement. If any Party exercises its right of withdrawal, this Settlement shall be void and of no effect, and the Parties will support a joint motion for a procedural schedule to address the issues that would otherwise have been settled herein.

48 No Precedent. The Parties enter into this Settlement to avoid further expense, uncertainty, and delay. By executing this Settlement, no Party shall be deemed to have accepted or consented to the facts, principles, methods or theories employed in arriving at this Settlement, and, except to the extent expressly set forth in this Settlement, no Party shall be deemed to have agreed that this Settlement is appropriate for resolving any issues in any other proceeding.

49 Public Interest. The Parties agree that this Settlement is in the public interest.

50 Execution. This Settlement may be executed by the Parties in several counterparts and as executed shall constitute a single settlement agreement.

Entered into this 17th day of May 2018.

Cascade Natural Gas Co.:

By:



Lisa Rackner
Jocelyn Pease
McDowell Rackner Gibson PC

Commission Staff:

By:

Andrew J. O'Connell
Assistant Attorney General
Jeff Roberson
Assistant Attorney General

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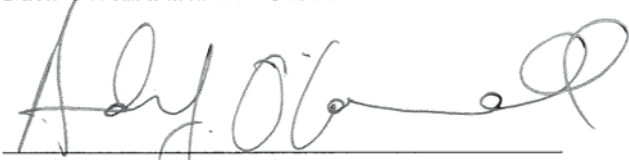
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Jocelyn Pease
McDowell Rackner Gibson PC

Commission Staff: By:  _____
Andrew J. O'Connell
Assistant Attorney General
Jeff Roberson
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Public Counsel:

By:



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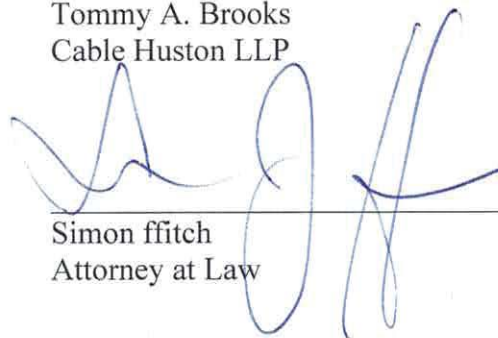
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The Energy Project:

By:

Simon ffitch
Attorney at Law



EXISTING COMPLIANCE FILING OBLIGATIONS

OBLIGATION	DOCKET	PERIODICITY
Old Bremerton Gas Works and Sesko Property Site Environmental Remediation Deferral Project Reports.	UG-100589	Annually, March 1
Low-Income Assistance Report (WEAF)	UG-152286	Annually, January 15
Conservation Achievement Report	UG-152286	Annually, June 1
Conservation Program Cost Recovery Filing	UG-152286	Annually, October 1
Low-Income Assistance Report (WEAF) Cost Recovery Filing	UG-152286	Annually, October 1
Decoupling Adjustment Mechanism Balance Amortization Filing (for previous calendar year).	UG-152286	Annually, October 1
Conservation Plan	UG-152286	Annually, December 1
Decoupling Adjustment Mechanism 3-Year Third Party Audit	UG-152286	December 1, 2019