Oregon Citizens' Utility Board
610 SW Broadway, Suite 400
Portland, OR 97205
(503) 227-1984
www.oregoncub.org

August 5, 2024

Via Electronic Filing

Public Utility Commission of Oregon
201 High St SE, Suite 100
Salem, Oregon 97301-3398

Re: Docket No. UG 490 –Errata Motion to Admit on Behalf of Oregon Citizens' Utility Board

The Oregon Citizens' Utility Board files herewith a correction to its originally submitted UG 490 Motion to Admit filed on August, 5, 2024. CUB inadvertently referenced another ALJ rather than ALJ Sarah Spruce. CUB apologizes for this mistake and requests that this filng be amended to correct this error and apologizes for any inconvenience.

Please contact me if you have any questions with this filing.

Sincerely,

/s/Jennifer Hill-Hart

Jennifer Hill-Hart, OSB #195484
Oregon Citizens' Utility Board
610 SW Broadway, Ste. 400
Portland, OR 97205
T. 503.227.1984
E. jennifer@oregoncub.org

BEFORE THE PUBLIC UTILITY COMMISSION

OF OREGON

UG 490

In the Matter of NW Natural NW NATURAL REQUEST FOR A GENERAL RATE REVISION	)	OREGON CITIZENS' UTILITY BOARD'S ERRATA MOTION TO ADMIT PRE-FILED TESTIMONY AND EXHIBITS

Pursuant to OAR 860-001-0420, the Oregon Citizens' Utility Board ("CUB") moves for admission of the following testimony and exhibits into the record in the above-captioned proceeding. As noted in the Joint Testimony in Support of the First Partial Stipulation in this proceeding, Mr. Jenks formally adopts CUB's contribution to Joint Stipulating Parties/100-103. On July 29, 2024, prior to the close of the record, CUB filed a *Cross-Examination Statement & Exhibit List*, and identified and attached exhibits CUB/500-505. On July 30, 2024, ALJ Spruce issued a *Memorandum Regarding Schedule for Evidentiary Hearing* and directed CUB to address these additional exhibits and the basis for their inclusion in the record as part of its motion to admit. On July 31, 2024, NW Natural filed a *Motion to Strike CUB's Additional Exhibits* ("Motion"), specifically CUB/500, 501, 503, and 505. At the Evidentiary Hearing on August 1, 2024, ALJ Spruce allowed CUB and NW Natural to make arguments on the Motion and, out of goodwill, CUB indicated it would withdraw CUB/504. Additionally, at the Evidentiary Hearing, ALJ Spruce allowed CUB to file a Response to the Company's Motion on August 2, 2024. Accordingly, CUB filed its *Response to NW Natural's Motion to Strike* (Response), which explained the relevancy of

exhibits CUB/500, 501, 503, and 505 as well as the Company's familiarity with these exhibits. CUB's response also provided multiple pathways that the Commission could take to admit them in the record. For the sake of administrative efficiency, we incorporate those arguments made in CUB's Response here by reference.

CUB therefore moves for admission of the following testimony and exhibits:

- CUB's Opening Testimony of Bob Jenks (CUB/100-103, Jenks);
- CUB's Opening Testimony of John Garrett (CUB/200-208);
- CUB's Errata Opening Testimony of John Garrett (CUB/200-208, Garrett);
- CUB's Errata Opening Testimony of John Garrett (CUB/200 Garrett/9; CUB/200 Garrett, pages 8-18; and CUB/203 Garrett/2);
- CUB's Rebuttal and Cross-Answering Testimony of Bob Jenks (CUB/300, Jenks);
- CUB's Rebuttal and Cross-Answering Testimony of John Garrett (CUB/400-407, Garrett); and
- CUB's Exhibits for Inclusion in the Administrative Record (CUB/500-503 & 505).

The above-referenced testimony and exhibits were previously filed with the Commission. Witness declarations attesting to the truthfulness of this testimony is attached herewith.

CUB submits the following exhibits for inclusion in the administrative record in this proceeding and the Company has stipulated their admission. CUB therefore moves for admission of the following testimony and exhibits:

- CUB Exhibits for Inclusion in the Administrative Record (CUB/506-508).

Dated this 5th day of August 2024.

Respectfully submitted,

/s/Jennifer Hill-Hart

Jennifer Hill-Hart, OSB #195484
Oregon Citizens' Utility Board
610 SW Broadway, Ste. 400
Portland, OR 97205
T. (503) 227-1984
E. jennifer@oregoncub.org

BEFORE THE PUBLIC UTILITY COMMISSION

OF OREGON

UG 490

In the Matter of NW Natural NW NATURAL REQUEST FOR A GENERAL RATE REVISION	)	DECLARATION OF BOB JENKS

I, Bob Jenks, declare under penalty of perjury under the laws of the State of Oregon:

1. My name is Bob Jenks. I am the Executive Director of the Oregon Citizens' Utility Board (CUB). I am appearing in this proceeding as a witness for CUB. My business address is 610 SW Broadway, Suite 400, Portland, Oregon, 97205;

2. I sponsored pre-filed CUB's Opening Testimony and Exhibits of Bob Jenks (CUB/100-103, Jenks) on behalf of CUB;
3. As noted in the Joint Testimony in Support of the First Partial Stipulation in this proceeding, Mr. Jenks formally adopts CUB's contribution to Joint Stipulating Parties/100-103;
4. I sponsored pre-filed CUB's Rebuttal and Cross-Answering Testimony of Bob Jenks (CUB/300, Jenks); and
5. My Testimony and Exhibits previously filed are true and accurate. My testimony would be the same today as that reflected in my pre-filed testimony.

I hereby declare that the above statements are true to the best of my knowledge and belief and that I understand my testimony will be used as evidence before the Public Utility Commission of Oregon and is subject to penalty for perjury.

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/ / /

Signed this 5th day of August, 2024.

Respectfully submitted,

Bob Jenks
Executive Director
Oregon Citizens' Utility Board
610 SW Broadway, Ste. 400
Portland, OR 97205
T. 503.227.1984
E. bob@oregoncub.org

BEFORE THE PUBLIC UTILITY COMMISSION

OF OREGON

UG 490

In the Matter of NW Natural NW NATURAL REQUEST FOR A GENERAL RATE REVISION	)	DECLARATION OF JOHN GARRETT

I, John Garrett, declare under penalty of perjury under the laws of the State of Oregon:

1. My name is John Garrett. I am an Analyst for the Oregon Citizens' Utility Board (CUB). I am appearing in this proceeding as a witness for CUB. My business address is 610 SW Broadway, Suite 400, Portland, Oregon, 97205;
2. I sponsored pre-filed CUB's Opening Testimony of John Garrett (CUB/200-208) on behalf of CUB;
3. I sponsored pre-filed CUB's Errata Opening Testimony of John Garrett (CUB/200-208, Garrett);
4. I sponsored pre-filed CUB's Errata Opening Testimony of John Garrett (CUB/200 Garrett/9; CUB/200 Garrett, pages 8-18; and CUB/203 Garrett/2);
5. CUB's Rebuttal and Cross-Answering Testimony of John Garrett (CUB/400-407, Garrett);and
6. My Testimony and Exhibits previously filed are true and accurate. My testimony would be the same today as that reflected in my pre-filed testimony.

I hereby declare that the above statements are true to the best of my knowledge and belief and that I understand my testimony will be used as evidence before the Public Utility Commission of Oregon and is subject to penalty for perjury.

/ / /

/ / /

/ / /

Signed this 5th day of August, 2024.

Respectfully submitted,

/s/John Garrett
John Garrett
Utility Analyst
Oregon Citizens' Utility Board
610 SW Broadway, Ste. 400
Portland, OR 97205
T. 503.227.1984
E. john@oregoncub.org

NW Natural

NATURAL GAS DISTRIBUTION FACILITIES AGREEMENT (DEVELOPERS/OWNERS)

THIS NATURAL GAS DISTRIBUTION FACILITIES AGREEMENT ("Agreement") is entered into this _____ day of (Month), (Year), by and between **Northwest Natural Gas Company, dba NW Natural**, an Oregon corporation, and **XXXXX**, for the installation of certain gas distribution facilities at **(address)** a project to be located at (**Cross Street location**) in the state of **(OR,WA),** comprised of **(#) conversion and/or (#) new construction lots(describe project)**. In consideration of the mutual promises and obligations in this Agreement, NW Natural and Developer/Owner agree as follows:

1. This Agreement is subject to all applicable rules and regulations of the state utility commission (Commission) having jurisdiction, the applicable NW Natural Tariff, as periodically revised, and the Terms and Conditions of Service, attached hereto.

2. Developer/Owner authorizes, and NW Natural agrees, to construct and operate distribution main and service line facilities ("System") capable of servicing a minimum of two units to be located in the Development. The estimated cost of this construction is **$00.00**

3. Developer agrees to compensate NW Natural for all costs of the System not used for gas service in accordance with either Option A or B, as designated by Developer's initials below.

☐ A. Developer/Owner agrees to pay a Construction Contribution in the amount of $_____ prior to the installation of the System. Developer/Owner agrees to use its best efforts to require the purchasers of at least _____ units to install both a natural gas water heater and a ducted forced-air natural gas furnace. NW Natural agrees to repay Developer/Owner the entire Construction Contribution in the event that _____ homes in the Development are equipped with both types of natural gas equipment within three (3) years of the date of final System construction (the "Installation Deadline"). If more than ____ homes are so equipped by the Installation Deadline, NW Natural agrees to repay Developer 1/___ of the Construction Contribution, or $_____, for each home in this Development that is equipped with both types of natural gas equipment by the Installation Deadline. No reimbursement will be made for natural gas equipment installed after the Installation Deadline.

☐ B. Developer/Owner has provided evidence of qualification for this Option B in accordance with the criteria established by NW Natural**.** Developer/Owner guarantees NW Natural that a minimum of **(2 units in the Development will be equipped with both a natural gas water heater and a ducted forced air natural gas furnace by the Installation Deadline: within three (3) years of the date of final System construction (the "Installation Deadline")).** Developer agrees to pay all or a portion of the actual cost of the System if a minimum of **(2 units)** in the Development have not been so equipped within this time period. Such repayment shall be made to NW Natural within thirty (30) days of notification by NW Natural to Developer/Owner of the amount due.

4. In the event that Developer/Owner is unable to perform its obligations herein due to an act of God beyond its reasonable control, Developer/Owner shall immediately notify NW Natural and describe the particulars of such cause. NW Natural may, in its sole discretion, determine that it is necessary to suspend or reduce Developer/Owner's obligations under this Agreement for a reasonable period of time, or until removal of the cause.

5. This Agreement embodies and constitutes the complete understanding of the parties with respect to the subject matter hereof with all prior agreements, understandings and statements written or oral, being merged herein.

6. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against whom the modification is to be enforced. This Agreement may not be assigned without the prior written consent of the non-assigning party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

NORTHWEST NATURAL GAS COMPANY:		DEVELOPER:	
By:	_____	By:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Version Date: January 28, 1998

NW Natural

TERMS AND CONDITIONS OF SERVICE
NATURAL GAS DISTRIBUTION FACILITIES AGREEMENT
(DEVELOPERS/OWNERS)

A. NW Natural shall apply for all building permits, approvals, and other consents that may be required by any governmental authority in connection with the installation of the System. NW Natural shall install all distribution facilities, and reserves the right to designate the location of said facilities. Distribution facilities include but may not be limited to, main line, service line, meters, and regulators. Rights-of-way or easements may be required prior to installation of the System if the path of any of the distribution facilities will cross property owned by Developer or a third party.

B. Developer grants to NW Natural the right to use certain space contained on the Development to install, maintain, and operate the System.

C. Developer grants to NW Natural and its contractors, subcontractors and agents, rights of ingress and egress to and from the System and a right of access over the property during normal business hours and such other hours as may be necessary to allow NW Natural to place, install, inspect, adjust, repair, maintain and operate the System. If necessary, Developer shall grant NW Natural a written easement or easements, satisfactory in form and substance to both parties, to install, use, operate, maintain and expand the system.

D. Developer understands and shall ensure that the respective Owner of each unit in the Development is responsible for the installation and maintenance of appliances and house line, and is responsible for assuring that all equipment and house line installations conform with applicable laws, codes, and ordinances of all governmental authorities having jurisdiction.

E. NW Natural will automatically review the Development on the anniversary date of the third year of the date of final System construction to determine if a refund or a collection situation exists. Upon Developer's request, NW Natural will review a Development to determine the potential for a refund or collection prior to the end of the third year, but not earlier than the second anniversary date.

Email this service agreement to conversion@nwnatural.com or fax to 1-866-900-6367

RESIDENTIAL CONVERSION SERVICE AGREEMENT – OREGON

This Agreement shall be null and void if not accepted by the Applicant's signing and returning same to NW Natural within sixty (60) calendar days from the Submitted Date.

Submitted Date: _____

Owner's Name: _____ Co-Owner's Name: _____

Job Site Address: _____ City: _____ County: _____

E-Mail Address: _____ Home Phone: _____ Work Phone: _____

Owner's Mailing Address (if different from Job Site Address): _____

City: _____ State: _____ Zip: _____ ☐ Additional Meter (Add-Set) Only?

HOUSE INFORMATION

House Style: ☐ Single Family ☐ Duplex ☐ Triplex ☐ Fourplex ☐ Condo ☐ Townhome ☐ Houseboat

Residence Type: ☐ Primary Residence ☐ Vacation Home ☐ Rental Unit

Heated Square Feet: _____ Year built: _____ Number of bedrooms: _____

Current Fuel: ☐ Electric ☐ Oil ☐ Wood Ducted? ☐ Yes ☐ No

GAS EQUIPMENT TO BE INSTALLED

Furnace: ☐ Ducted ☐ Non-Ducted Brand: _____ ☐ Fireplace Brand: _____

Water Heater: ☐ Tank ☐ Tankless Brand: _____

☐ Range ☐ Dryer ☐ BBQ ☐ Logs ☐ Pool ☐ Spa ☐ Boiler ☐ Gas Backup to Heat Pump ☐ Other: _____

HVAC Dealer: _____ Salesperson: _____

Phone Number: _____ Email: _____

SITE INFORMATION

Not required if adding an additional meter (add-set) only.

Draw sketch of site in the space on the right.

Include:

- Oil tank / septic location
- Sprinkler system
- Slope of land (flat, steep, etc.)
- Rocky terrain
- Retaining walls
- Trees and fences
- Busy streets
- Private drive / flag lot

Street

Meter Location (be specific):

Facing front door from addressed street

☐ Marked ☐ Unmarked ☐ Front

☐ Left ☐ Right

_____ Feet back from corner of structure

Service Length

(from curb to meter): _____

Equipment Install Date: _____

☐ Standard Pressure ☐ 2 lb. Pressure

Ask your sales rep if expedited service is available in your area.

Special Instructions: _____

NW NATURAL ACCEPTS THIS SERVICE ORDER APPLICATION IF IT IS DETERMINED THAT THE RESIDENCE CAN BE SERVED AS DESCRIBED ABOVE AND THAT THERE ARE NO EXTRAORDINARY CONSTRUCTION COSTS DEFINED BY NW NATURAL. IF ANY OF THESE CONDITIONS EXIST, THIS AGREEMENT SHALL BE NULL AND VOID.

By the signature below:

1. Applicant represents that he/she is the lawful owner-occupant or owner-landlord (not a tenant) of the property described above.
2. Applicant agrees to pay a construction contribution of $_____ to NW Natural in advance of installation of distribution facilities.
3. Applicant agrees to be bound by the terms and conditions on the REVERSE SIDE of this agreement. INITIAL: _____

Applicant's Signature: _____ Date: _____

TERMS AND CONDITIONS OF SERVICE
NATURAL GAS DISTRIBUTION FACILITIES EXTENSION

A. All construction contributions must be paid to NW Natural before construction will begin. Once the construction contribution amount is paid, it will not be adjusted, except as provided in Section F.

B. In the event that Applicant is unable to perform its obligations herein due to *force majeure*, as defined in NW Natural's Tariff, Applicant shall immediately notify NW Natural and describe the particulars of such cause. NW Natural may, in its sole discretion, determine that it is necessary to suspend or reduce Applicant's obligations for a reasonable period of time, or until removal of the cause.

C. This Agreement, together with the applicable terms of NW Natural's Tariff, constitutes the complete agreement between Applicant and NW Natural with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the subject matter.

D. Neither this Agreement nor any provision of it may be waived, modified, amended, discharged or terminated except by a writing signed by the party against whom the modification is to be enforced.

E. Applicant agrees to use and pay for gas service in accordance with the applicable Tariff Schedule(s) and General Rules and Regulations of NW Natural approved by the Oregon Public Utility Commission, as amended from time to time. Where a meter is installed at the premise, whether or not the gas appliances specified in this Agreement have been installed by the Applicant, the Company shall bill the Applicant the minimum monthly bill amount specified in the applicable Rate Schedule.

F. Applicant agrees to install the equipment indicated on the REVERSE SIDE and agrees to activate a service account with NW Natural and use gas within ninety (90) days from the date that gas service is installed at the address above. If a service account has not been activated with NW Natural within 90 days from the date gas was installed at the site, and if any of the equipment committed in the attached Agreement has not been installed and connected within such time period, Applicant agrees to pay for the difference in construction contribution, if any, between the equipment committed to be installed and connected under the Agreement and the equipment actually installed and connected. If no equipment was installed, Applicant agrees to pay the actual construction costs incurred by NW Natural.

G. NW Natural or its Agent shall install all distribution facilities and reserves the right to designate the location of said facilities. Rights-of-way or easements may be required if any of the distribution facilities must cross property owned by Applicant or a third party.

H. Applicant is responsible for the installation and maintenance of appliances and house lines, and is responsible for assuring that all equipment and house line installations conform with applicable laws, codes, and ordinances of all governmental authorities having jurisdiction.

I. Applicant understands and agrees that it may be necessary for NW Natural to install additional gas facilities on customer premise for the purpose of providing gas services to adjoining properties, and that customer will not unreasonably withhold consent for installation of these facilities.

Email this service agreement to ncorders@nwnatural.com or Fax to 1-888-427-4222

RESIDENTIAL NEW CONSTRUCTION SERVICE AGREEMENT

☐ Infill Lot / Existing Neighborhood

☐ New Subdivision Name: _____ Lot #: _____

☐ Additional Meter Only (Fill out through **Meter Pressure** question. Houseline must be green tagged and have permanent ID tag.)

Submitted Date: _____ E-Mail / Fax #: _____ (for Order Confirmation)

Job Site Address: _____ City: _____ State: _____ Cross Street: _____

Builder: _____ Contact Name: _____ Phone #: _____

Responsible Billing Account Holder Name ***if different than builder:*** _____

Billing Account Holder Mailing Address: _____

Billing Account Holder Signature: _____ Phone #: _____ Date: _____

By signature above, the Billing Account Holder acknowledges that this agreement is subject to NW Natural's approved Tariff Schedules and General Rules and Regulations, and NW Natural's associated Standards, Practices and Procedures.

STRUCTURE AND GAS EQUIPMENT INFORMATION

House Style: Mark type and if multi-meter header *(one application per meter is required)*

☐ Single Family ☐ Attached Townhome ☐ Condo ☐ Manufactured ☐ Houseboat

☐ Multi-Meter Header ☐ Duplex ☐ 3+ Multi-Plex (application required for each additional meter)

Number of bedrooms: _____ Heated Square Feet: _____ (1" service if over 4,000 ft.)

Gas Equipment to be installed (indicate quantity):

____ Furnace ____ Tank Water Heater ____ Range ____ Spa ____ BBQ

____ Fireplace (_____ BTU Rating) ____ Tankless Water Heater ____ Dryer ____ Pool ____ Generator

____ Wall Heater ____ Hydronic Heating ____ Gas Backup to Heat Pump or Mini Split

____ Boiler ____ Other _____

INSTALLATION DETAIL

Meter Pressure: (mark choice) ☐ Standard ☐ 2 PSI (requires 2nd trip for meter set) ☐ Green Tagged?

Meter Location: (facing house from addressed street)

☐ Marked ☐ Unmarked

☐ Front ☐ Left ☐ Right _____ Feet back from corner of structure

Distance in feet from property line to meter (approx.): _____

Construction Status (e.g. Foundation, Framed, etc.): _____ Service Ready Date: _____

Conduit Installed?* ☐ Yes **Conduit provided by NW Natural must be installed at time Service Agreement is submitted.**

***Requires** *1½" yellow conduit for standard service, 2" yellow conduit for 1" service.* Ends must be taped and left exposed or marked.

NW NATURAL ACCEPTS THIS SERVICE AGREEMENT IF IT IS DETERMINED THE RESIDENCE CAN BE SERVED AS DESCRIBED BELOW AND THERE ARE NO EXTRAORDINARY CONSTRUCTION COSTS. IF ANY EXTRAORDINARY CONSTRUCTION COSTS EXIST, THIS AGREEMENT SHALL BE NULL AND VOID.

This Agreement shall be null and void if not accepted by the Applicant's signing and returning same to NW Natural within sixty (60) calendar days from the Submitted Date.

NW Natural®

Email this service agreement to conversion@nwnatural.com or fax to 1-866-900-6367

RESIDENTIAL CONVERSION SERVICE AGREEMENT – OREGON

This Agreement shall be null and void if not accepted by the Applicant's signing and returning same to NW Natural within sixty (60) calendar days from the Submitted Date.

Submitted Date: _____

Owner's Name: _____ Co-Owner's Name: _____

Job Site Address: _____ City: _____ County: _____

E-Mail Address: _____ Home Phone: _____ Work Phone: _____

Owner's Mailing Address (if different from Job Site Address): _____

City: _____ State: _____ Zip: _____ ☐ Additional Meter (Add-Set) Only?

HOUSE INFORMATION

House Style: ☐ Single Family ☐ Duplex ☐ Triplex ☐ Fourplex ☐ Condo ☐ Townhome ☐ Houseboat

Residence Type: ☐ Primary Residence ☐ Vacation Home ☐ Rental Unit

Heated Square Feet: _____ Year built: _____ Number of bedrooms: _____

Current Fuel: ☐ Electric ☐ Oil ☐ Wood Ducted? ☐ Yes ☐ No

GAS EQUIPMENT TO BE INSTALLED

☐ Furnace Brand: _____ ☐ Fireplace Brand: _____

☐ Water Heater Brand: _____ ☐ Tank ☐ Tankless

☐ Range ☐ Dryer ☐ BBQ ☐ Logs ☐ Pool ☐ Spa ☐ Boiler ☐ Gas Backup to Heat Pump ☐ Other: _____

HVAC Dealer: _____ Salesperson: _____ Phone Number: _____

SITE INFORMATION

Not required if adding an additional meter (add-set) only.

Draw sketch of site in the space on the right.

Include:

- Oil tank / septic location
- Sprinkler system
- Slope of land (flat, steep, etc.)
- Rocky terrain
- Retaining walls
- Trees and fences
- Busy streets
- Private drive / flag lot

_____
Street

Meter Location (be specific):

Facing front door from addressed street

☐ Marked ☐ Unmarked ☐ Front

☐ Left ☐ Right

_____ Feet back from corner of structure

Service Length (curb to meter): _____

Equipment Install Date: _____

☐ Standard Pressure ☐ 2 lb. Pressure

Ask your sales rep if expedited service is available in your area.

Special Instructions: _____

NW NATURAL ACCEPTS THIS SERVICE ORDER APPLICATION IF IT IS DETERMINED THAT THE RESIDENCE CAN BE SERVED AS DESCRIBED ABOVE AND THAT THERE ARE NO EXTRAORDINARY CONSTRUCTION COSTS DEFINED BY NW NATURAL. IF ANY OF THESE CONDITIONS EXIST, THIS AGREEMENT SHALL BE NULL AND VOID.

By the signature below:

1. Applicant represents that he/she is the lawful owner-occupant or owner-landlord (not a tenant) of the property described above.
2. Applicant agrees to pay a construction contribution of $_____ to NW Natural in advance of installation of distribution facilities.
3. Applicant agrees to be bound by the terms and conditions on the REVERSE SIDE of this agreement.

Applicant's Signature: _____ Date: _____

TERMS AND CONDITIONS OF SERVICE
NATURAL GAS DISTRIBUTION FACILITIES EXTENSION

A. All construction contributions must be paid to NW Natural before construction will begin. Once the construction contribution amount is paid, it will not be adjusted, except as provided in Section F.

B. In the event that Applicant is unable to perform its obligations herein due to *force majeure*, as defined in NW Natural's Tariff, Applicant shall immediately notify NW Natural and describe the particulars of such cause. NW Natural may, in its sole discretion, determine that it is necessary to suspend or reduce Applicant's obligations for a reasonable period of time, or until removal of the cause.

C. This Agreement, together with the applicable terms of NW Natural's Tariff, constitutes the complete agreement between Applicant and NW Natural with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the subject matter.

D. Neither this Agreement nor any provision of it may be waived, modified, amended, discharged or terminated except by a writing signed by the party against whom the modification is to be enforced.

E. Applicant agrees to use and pay for gas service in accordance with the applicable Tariff Schedule(s) and General Rules and Regulations of NW Natural approved by the Oregon Public Utility Commission, as amended from time to time. Where a meter is installed at the premise, whether or not the gas appliances specified in this Agreement have been installed by the Applicant, the Company shall bill the Applicant the minimum monthly bill amount specified in the applicable Rate Schedule.

F. Applicant agrees to install the equipment indicated on the REVERSE SIDE and agrees to activate a service account with NW Natural and use gas within ninety (90) days from the date that gas service is installed at the address above. If a service account has not been activated with NW Natural within 90 days from the date gas was installed at the site, and if any of the equipment committed in the attached Agreement has not been installed and connected within such time period, Applicant agrees to pay for the difference in construction contribution, if any, between the equipment committed to be installed and connected under the Agreement and the equipment actually installed and connected. If no equipment was installed, Applicant agrees to pay the actual construction costs incurred by NW Natural.

G. NW Natural or its Agent shall install all distribution facilities and reserves the right to designate the location of said facilities. Rights-of-way or easements may be required if any of the distribution facilities must cross property owned by Applicant or a third party.

H. Applicant is responsible for the installation and maintenance of appliances and house lines, and is responsible for assuring that all equipment and house line installations conform with applicable laws, codes, and ordinances of all governmental authorities having jurisdiction.

I. Applicant understands and agrees that it may be necessary for NW Natural to install additional gas facilities on customer premise for the purpose of providing gas services to adjoining properties, and that customer will not unreasonably withhold consent for installation of these facilities.

Email this service agreement to ncorders@nwnatural.com or Fax to 1-888-427-4222

RESIDENTIAL NEW CONSTRUCTION SERVICE AGREEMENT

☐ Infill Lot / Existing Neighborhood

☐ New Subdivision Name: _____ Lot #: _____

☐ Additional Meter Only (Fill out through **Meter Pressure** question. Houseline must be green tagged and have permanent ID tag.)

Submitted Date: _____ E-Mail / Fax #: _____ (for Order Confirmation)

Job Site Address: _____ City: _____ State: _____ Cross Street: _____

Builder: _____ Contact Name: _____ Phone #: _____

Responsible Billing Account Holder Name ***if different than builder:*** _____

Billing Account Holder Mailing Address: _____

Billing Account Holder Signature: _____ Phone #: _____ Date: _____

By signature above, the Billing Account Holder acknowledges that this agreement is subject to NW Natural's approved Tariff Schedules and General Rules and Regulations, and NW Natural's associated Standards, Practices and Procedures.

STRUCTURE AND GAS EQUIPMENT INFORMATION

House Style: Mark type and if multi-meter header *(one application per meter is required)*

☐ Single Family ☐ Attached Townhome ☐ Condo ☐ Manufactured ☐ Houseboat

☐ Multi-Meter Header ☐ Duplex ☐ 3+ Multi-Plex (application required for each additional meter)

Heated Square Feet: _____ (1" service if over 4,000 ft.) Number of bedrooms: _____

Gas Equipment to be installed (indicate quantity):

____ Furnace ____ Tank Water Heater ____ Range ____ Spa ____ BBQ

____ Fireplace (_____ BTU Rating) ____ Tankless Water Heater ____ Dryer ____ Pool ____ Generator

____ Wall Heater ____ Hydronic Heating ____ Gas Backup to Heat Pump or Mini Split

____ Boiler ____ Other _____

INSTALLATION DETAIL

Meter Pressure: (mark choice) ☐ Standard ☐ 2 PSI (requires 2nd trip for meter set) ☐ Green Tagged?

Meter Location: (facing house from addressed street)

☐ Marked ☐ Unmarked

☐ Front ☐ Left ☐ Right _____ Feet back from corner of structure

Distance in feet from property line to meter (approx.): _____

Construction Status (e.g. Foundation, Framed, etc.): _____ Service Ready Date: _____

Conduit Installed?* ☐ Yes **Conduit provided by NW Natural must be installed at time Service Agreement is submitted.**

***Requires** *1½" yellow conduit for standard service, 2" yellow conduit for 1" service.* Ends must be taped and left exposed or marked.

NW NATURAL ACCEPTS THIS SERVICE AGREEMENT IF IT IS DETERMINED THE RESIDENCE CAN BE SERVED AS DESCRIBED BELOW AND THERE ARE NO EXTRAORDINARY CONSTRUCTION COSTS. IF ANY EXTRAORDINARY CONSTRUCTION COSTS EXIST, THIS AGREEMENT SHALL BE NULL AND VOID.

This Agreement shall be null and void if not accepted by the Applicant's signing and returning same to NW Natural within sixty (60) calendar days from the Submitted Date.

NW Natural®

Rates & Regulatory Affairs
UG 490
Request for a General Rate Revision
Data Request Response

Request No.: UG 490 CUB DR 65

Regarding residential LEAs, in Reply Testimony and Surrebuttal Testimony NW Natural discusses the importance of upholding its contracts with new customers. Relatedly, in NW Natural/4100/Zaubi/13, NW Natural states, "[u]ltimately the Company honors the signed agreement with the customer, and these costs are included in plant whether or not construction costs are higher than estimated."

a. Please provide a copy of the template contract (or boilerplate contract) for the contract that NWN refers to as a "signed agreement with the customer".

b. If the template contract has changed since 2018, please provide all versions NWN has used since 2018.

c. If the template contract varies according to whether it is between NWN and a home developer, contractor, or individual residential customer, please provide the template contract for each of these scenarios since 2018.

Response:

NW Natural objects to this data request under OAR 860-001-0500 in that the information requested is not relevant to this proceeding or not reasonably calculated to lead to admissible evidence. Without waiving this objection, see the UG 490 CUB DR 65 Attachments 1-5 for the template service agreements for residential conversions and new construction. The New Construction Agreement (UG490 CUB DR 65 Attachment 1) and OR-Residential Conversion Service App (UG 490 CUB DR 65 Attachment 2) were last updated in 2019. New Construction Spot Lot and subdivision service orders both use the same agreement attached as UG 490 CUB DR 65 Attachment 3 (agreement accepted only after construction estimate determined). Prior to 2019, the OR-Res Conv Service App (UG 490 CUB DR 65 Attachment 4) and the New Construction Agreement (UG 490 CUB DR 65 Attachment 5) were in effect.

10078010

NW Natural

Email this service agreement to or fax to 1-866-900-6367

RESIDENTIAL CONVERSION SERVICE AGREEMENT – OREGON

This Agreement shall be null and void if not accepted by the Applicant's signing and returning same to NW Natural within sixty (60) calendar days from the Submitted Date.

Submitted Date: 4/12/23

Owner's Name: [redacted] Co-Owner's Name: _____

Job Site Address: [redacted] City: [redacted] County: [redacted]

E-Mail Address: [redacted] Home Phone: [redacted] Work Phone: _____

Owner's Mailing Address (if different from Job Site Address): [redacted]

City: [redacted] State: [redacted] Zip: [redacted] ☐ Additional Meter (Add-Set) Only?

HOUSE INFORMATION

House Style: ☑ Single Family ☐ Duplex ☐ Triplex ☐ Fourplex ☐ Condo ☐ Townhome ☐ Houseboat

Residence Type: ☐ Primary Residence ☐ Vacation Home ☑ Rental Unit

Heated Square Feet: 2450 Year built: 1923 Number of bedrooms: 6

Current Fuel: ☑ Electric ☐ Oil ☐ Wood Ducted? ☑ Yes ☐ No

GAS EQUIPMENT TO BE INSTALLED

☑ Furnace Brand: Bryant Gas Furnace 40,000 BTU ☑ Fireplace Brand: Hot Duluth Forge 26,000 BTU

☐ Water Heater Brand: _____ ☐ Tank ☐ Tankless

☑ Range ☐ Dryer ☐ BBQ ☐ Logs ☐ Pool ☐ Spa ☐ Boiler ☐ Gas Backup to Heat Pump ☐ Other: _____

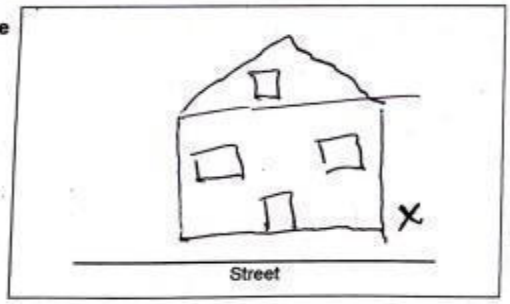
HVAC Dealer: Pro Heating + Cooling Salesperson: Marlon Perez Phone Number: 971-205-4989

SITE INFORMATION

Not required if adding an additional meter (add-set) only.

Draw sketch of site in the space on the right.

Include:
- Oil tank / septic location
- Sprinkler system
- Slope of land (flat, steep, etc.)
- Rocky terrain
- Retaining walls
- Trees and fences
- Busy streets
- Private drive / flag lot



Meter Location (be specific):
Facing front door from addressed street
☑ Marked ☐ Unmarked ☐ Front
☐ Left ☑ Right
20 Feet back from corner of structure
Service Length (curb to meter): _____
Equipment Install Date: _____
☐ Standard Pressure ☐ 2 lb. Pressure
Ask your sales rep if expedited service is available in your area.

pecial Instructions: _____

W NATURAL ACCEPTS THIS SERVICE ORDER APPLICATION IF IT IS DETERMINED THAT THE RESIDENCE CAN BE SERVED AS ESCRIBED ABOVE AND THAT THERE ARE NO EXTRAORDINARY CONSTRUCTION COSTS DEFINED BY NW NATURAL. IF ANY F THESE CONDITIONS EXIST, THIS AGREEMENT SHALL BE NULL AND VOID.

/ the signature below:
Applicant represents that he/she is the lawful owner-occupant or owner-landlord (not a tenant) of the property described above.
Applicant agrees to pay a construction contribution of $ 1,175.00 to NW Natural in advance of installation of distribution facilities.
Applicant agrees to be bound by the terms and conditions on the REVERSE SIDE of this agreement.

plicant's Signature: [redacted] Date: 4/12/2023

3612476

M2L - Reviewed - SMO3 Long Service - 5/26

NW Natural

Email this service agreement to conversion@nwnatural.com or fax to 1-866-900-6367

RESIDENTIAL CONVERSION SERVICE AGREEMENT – OREGON

This Agreement shall be null and void if not accepted by the Applicant's signing and returning same to NW Natural within sixty (60) calendar days from the Submitted Date.

Submitted Date: 5/22/20

Owner's Name: [redacted] Owner's Name: _____

Job Site Address: [redacted] City: [redacted] County: [redacted]

E-Mail Address: [redacted] Home Phone: [redacted] Work Phone: cell [redacted]

Owner's Mailing Address (if different from Job Site Address): _____

City: [redacted] State: [redacted] Zip: [redacted] ☐ Additional Meter (Add-Set) Only? [redacted]

HOUSE INFORMATION

House Style: ☒ Single Family ☐ Duplex ☐ Triplex ☐ Fourplex ☐ Condo ☐ Townhome ☐ Houseboat

Residence Type: ☒ Primary Residence ☐ Vacation Home ☐ Rental Unit

Heated Square Feet: 3800 Year built: 1988 Number of bedrooms: 4

Current Fuel: ☒ Electric ☐ Oil ☐ Wood Ducted? ☒ Yes ☐ No

GAS EQUIPMENT TO BE INSTALLED

☑ Furnace Brand: Daikin ☐ Fireplace Brand: _____

☐ Water Heater Brand: _____ ☐ Tank ☐ Tankless

☐ Range ☐ Dryer ☐ BBQ ☐ Logs ☐ Pool ☐ Spa ☐ Boiler ☐ Gas Backup to Heat Pump ☑ Other: Back up generator

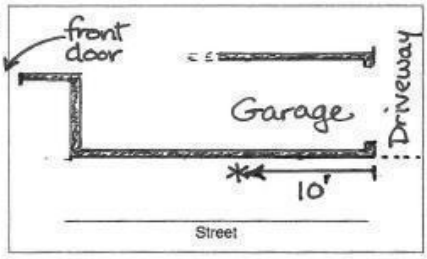
HVAC Dealer: Associated Heating Salesperson: Blake Prescott Phone Number: 541-683-2590

SITE INFORMATION

Not required if adding an additional meter (add-set) only.

Draw sketch of site in the space on the right.

Include:
- Oil tank / septic location
- Sprinkler system
- Slope of land (flat, steep, etc.)
- Rocky terrain
- Retaining walls
- Trees and fences
- Busy streets
- Private drive / flag lot



Meter Location (be specific):
Facing front door from addressed street
☐ Marked ☐ Unmarked ☑ Front
☐ Left ☑ Right
_____ Feet back from corner of structure
Service Length (curb to meter): 933
Equipment Install Date: _____
☒ Standard Pressure ☐ 2 lb. Pressure
Ask your sales rep if expedited service is available in your area.

Special Instructions: _____

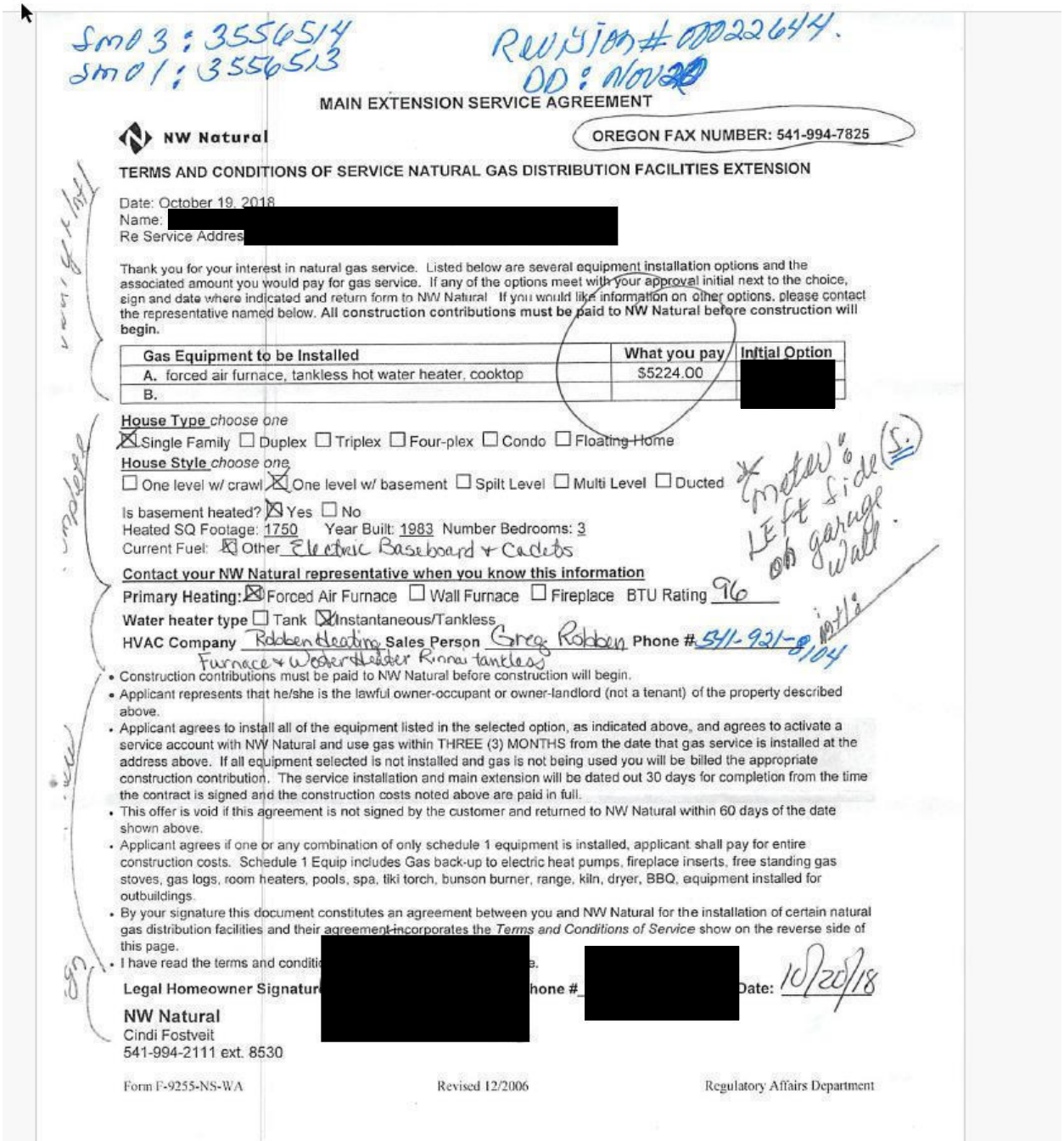
NW NATURAL ACCEPTS THIS SERVICE ORDER APPLICATION IF IT IS DETERMINED THAT THE RESIDENCE CAN BE SERVED AS DESCRIBED ABOVE AND THAT THERE ARE NO EXTRAORDINARY CONSTRUCTION COSTS DEFINED BY NW NATURAL. IF ANY OF THESE CONDITIONS EXIST, THIS AGREEMENT SHALL BE NULL AND VOID.

By the signature below:

1. Applicant represents that he/she is the lawful owner-occupant or owner-landlord (not a tenant) of the property described above.
2. Applicant agrees to pay a construction contribution of $ 4853.00 to NW Natural in advance of installation of distribution facilities.
3. Applicant agrees to be [redacted] of this agreement.

Applicant's Signature: [redacted] Date: 5/22/20

3556514



Sm03: 3556514
Sm01: 3556513

Revision # 0022644.
DD: Nov 20

MAIN EXTENSION SERVICE AGREEMENT

NW Natural

OREGON FAX NUMBER: 541-994-7825

TERMS AND CONDITIONS OF SERVICE NATURAL GAS DISTRIBUTION FACILITIES EXTENSION

Date: October 19, 2018
Name: [redacted]
Re Service Addres[redacted]

Thank you for your interest in natural gas service. Listed below are several equipment installation options and the associated amount you would pay for gas service. If any of the options meet with your approval initial next to the choice, sign and date where indicated and return form to NW Natural. If you would like information on other options, please contact the representative named below. **All construction contributions must be paid to NW Natural before construction will begin.**

Gas Equipment to be Installed	What you pay	Initial Option
A. forced air furnace, tankless hot water heater, cooktop	$5224.00	[redacted]
B.		

House Type *choose one*
☒ Single Family ☐ Duplex ☐ Triplex ☐ Four-plex ☐ Condo ☐ Floating Home

House Style *choose one*
☐ One level w/ crawl ☒ One level w/ basement ☐ Split Level ☐ Multi Level ☐ Ducted

Is basement heated? ☒ Yes ☐ No
Heated SQ Footage: 1750 Year Built: 1983 Number Bedrooms: 3
Current Fuel: ☒ Other Electric Baseboard + Cadets

Contact your NW Natural representative when you know this information

Primary Heating: ☒ Forced Air Furnace ☐ Wall Furnace ☐ Fireplace BTU Rating 96
Water heater type ☐ Tank ☒ Instantaneous/Tankless
HVAC Company Robben Heating **Sales Person** Greg Robben **Phone #** 541-921-8104
Furnace + Water Heater Rinnai tankless

- Construction contributions must be paid to NW Natural before construction will begin.
- Applicant represents that he/she is the lawful owner-occupant or owner-landlord (not a tenant) of the property described above.
- Applicant agrees to install all of the equipment listed in the selected option, as indicated above, and agrees to activate a service account with NW Natural and use gas within THREE (3) MONTHS from the date that gas service is installed at the address above. If all equipment selected is not installed and gas is not being used you will be billed the appropriate construction contribution. The service installation and main extension will be dated out 30 days for completion from the time the contract is signed and the construction costs noted above are paid in full.
- This offer is void if this agreement is not signed by the customer and returned to NW Natural within 60 days of the date shown above.
- Applicant agrees if one or any combination of only schedule 1 equipment is installed, applicant shall pay for entire construction costs. Schedule 1 Equip includes Gas back-up to electric heat pumps, fireplace inserts, free standing gas stoves, gas logs, room heaters, pools, spa, tiki torch, bunson burner, range, kiln, dryer, BBQ, equipment installed for outbuildings.
- By your signature this document constitutes an agreement between you and NW Natural for the installation of certain natural gas distribution facilities and their agreement incorporates the *Terms and Conditions of Service* show on the reverse side of this page.
- I have read the terms and conditi[redacted]e.

Legal Homeowner Signatur[redacted] **hone #**[redacted] **Date:** 10/20/18

NW Natural
Cindi Fostveit
541-994-2111 ext. 8530

Form F-9255-NS-WA Revised 12/2006 Regulatory Affairs Department

* meter is on LEft side (S.) on garage wall.

3588070

Main Extension Service Agreement - OREGON

Date: September 25, 2019
Name: [redacted]
Mail Address:
City:
Service Address

Thank you for your interest in natural gas service. Listed below are the different installation options and the associated construction contribution.

OPTION:	Applicant's Construction Contribution – REFUND POTENTIAL (Rule G)
A. Install gas range & heat rated fireplace	$ 11,974.00
B. Install gas furnace with items listed in A.	$ 11,069.00

As stated in item E in the Terms and Conditions on the reverse side, if the equipment selected by you below is not installed and gas is not being used, you will be billed for the actual construction cost estimated, at this time, to be $ 13,356.28.

The above stated contributions are subject to 1 applicants required to approve this project. NW Natural will provide approximately 1700 feet of main piping along [redacted] and approximately 150 feet of service piping. It is agreed that the gas metering-device will be located on the (TBD by NWN [redacted] side of the structure.

If any of the options above meet with your approval, **please check your choice below, sign and date where indicated, and return this form to NW Natural. If a Construction Contribution is required, also please enclose a check payable to NW Natural in the amount shown above.** By your signature, this letter will constitute an agreement between you and NW Natural for the installation of certain natural gas distribution facilities, and this agreement incorporates the *Terms and Conditions of Service shown on the reverse side of this page.*

This offer is void if this agreement is not signed by the customer and returned to NW Natural within 60 days of the date shown above.

I hope this information will be helpful to you in making a decision to use natural gas in your home. Thank you for your interest, and I look forward to hearing from you soon.
REV 00024626, SM01# 3588071, SM03# 3588070

NW Natural
By: Tonya L Brumley
Title: System Expansion Consultant
Date: September 25, 2019
Fax: (503) 273-4823 [redacted]

Applicant:
I agree to the option initialed below.
A. [redacted]
B. _____

I have re[redacted]n the reverse side of this page.

Signatur[redacted] Date: [redacted]

Rates & Regulatory Affairs
UG 490
Request for a General Rate Revision
Data Request Response

Request No.: UG 490 CUB DR 66

Please provide the "signed agreement with the customer" (NW Natural/4100/Zaubi/13) for the residential LEAs with workorder numbers 3556514, 10078010, 3612476, and 3588070 in NWN's response to "OPUC DR 138 Attachment 1 Amended." Please also provide the workorders and contractor invoices for these LEAs.

Response:

All of the requested workorders relate to capital investments that have already been recovered in rates in prior Commission orders. For this reason, NW Natural objects to this request as not relevant and overly burdensome. Without waiving the objections, NW Natural provides the signed service agreements attached as UG 490 CUB DR 66 Attachment 1. Personal Identifying Information has been redacted.

Rates & Regulatory Affairs
UG 490
Request for a General Rate Revision
Data Request Response

Request No.: UG 490 CUB DR 67

How many residential customers does NW Natural forecast having in:

a. 2050

b. 2070

c. 2090

Response:

The Company objects to this data request under 860-001-0500 in that the information requested is not relevant to this proceeding or not reasonably calculated to lead to admissible evidence and because the request is burdensome, overly broad and not commensurate with the needs of this case, the resources available to the parties or the importance of the issues to which the discovery relates. Without waiving these objections, please refer to the Company's IRP for its long-term customer forecast.