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October 14, 2013

NWN OPUC Advice No. 13-10
Supplement C

VIA ELECTRONIC FILING

Public Utility Commission of Oregon
3930 Fairview Industrial Drive SE
Post Office Box 1088
Salem, OR 97308-1088

Attn: Filing Center

Re: **Supplemental Filing**
Schedule H, High Pressure Gas Service Rider

Northwest Natural Gas Company, dba NW Natural ("NW Natural" or "Company"), introduced a new Rider for High Pressure Gas Service ("HPGS") in Advice No. 13-10 submitted on June 27, 2013. The Company now supplements its filing with an original and two copies of the attached High Pressure Gas Feasibility Agreement, which outlines the parameters for Phase I of HPGS.

The High Pressure Gas Feasibility Agreement is herein revised in accordance with Staff's recommendation to remove an exclusivity clause (condition 9) that was determined to be unnecessary.

Please contact Jennifer Gross at (503) 226-4211, extension 3590, if you have any questions.

Sincerely,

/s/ Mark R. Thompson

Mark R. Thompson

HIGH PRESSURE GAS SERVICE FEASIBILITY AGREEMENT

This High Pressure Gas Service Feasibility Agreement (“Agreement”), dated [DATE] is made by and between Northwest Natural Gas Company dba NW Natural, an Oregon corporation located at 220 NW Second Avenue, Portland, Oregon 97209 (“NW Natural”), and [INSERT CUSTOMER NAME], a(n) [State and business entity type] located at [INSERT CUSTOMER’S STREET ADDRESS], (“Customer”) (collectively, “the Parties”).

RECITALS

- A. NW Natural provides Large Volume Non-Residential High Pressure Gas Service under its Schedule H, HPGS Rider (“HPGS Rider”);
- B. This Agreement is Phase I of a three-phase process to provide information to the Customer to evaluate and obtain service under the HPGS Rider;
- C. Customer desires to evaluate the feasibility of receiving service under the HPGS Rider; and
- D. NW Natural is willing to evaluate the Customer’s site, fuel needs, facilities, and other factors relevant to Customer receiving service under the HPGS Rider to assist Customer in its evaluation;

NOW THEREFORE, NW Natural and Customer hereby agree as follows:

1. NW Natural Services

(a) NW Natural will evaluate Customer’s site, fuel needs, facilities, and other factors relevant to Customer receiving service under the HPGS Rider and provide Customer with a report summarizing the facility requirements and estimated costs associated with Customer taking service under the HPGS Rider.

(b) Any analyses, reports, or other information provided by NW Natural to Customer under this Agreement are for the limited purpose of assisting Customer in Customer’s own evaluation of receiving service under the HPGS Rider. Customer shall not use the analyses, reports, or other information provided by NW Natural for any other purpose. NW Natural makes no warranties or guarantees, express or implied, related to the suitability or costs of service under the HPGS Rider for Customer or Customer’s needs. The provisions of this Section 1(b) shall survive after termination of this Agreement.

2. Customer Obligations

(a) Customer will work with NW Natural to determine where the NW Natural’s high pressure natural gas facilities could be located on Customer’s premises (“Site”) and the date NW Natural may have access to the Site.

(b) Customer represents that it has the authority to grant leases and easements on the property.

(c) Customer must provide NW Natural all records, information, drawings, and assumptions necessary for NW Natural to complete its analysis, including but not limited to information about Customer’s fueling needs (e.g., current fueling requirements, the amount of fuel needed in the future, and the expected timing of Customer’s fueling requirements, etc.) and Customer’s existing electric and

natural gas facilities. NW Natural will provide Customer written notice of the information Customer must provide pursuant to this Section, which will include daily, weekly, and annual projections that include both fast fill or slow fill needs.

(d) Customer must disclose to NW Natural all hazardous and potentially hazardous conditions, zoning requirements, and permit restrictions that may exist at the Site.

(e) Customer must provide NW Natural access to the Site as necessary for NW Natural to complete its analysis.

(f) Customer agrees to comply with NW Natural's General Rules and Regulations relating to credit and collection policies including, at NW Natural's sole discretion, the requirement for Customer to pay NW Natural, in advance of construction of the HPGS Facilities, a sum that is equal to part or all of the Estimated Project Costs ("Adequate Assurance"). The Adequate Assurance is intended to cover NW Natural's costs in the event that the HPGS Facilities are constructed and Customer fails to make payments under this Agreement. If NW Natural deems an Adequate Assurance to be necessary, then the parties will negotiate the terms of an Adequate Assurance Agreement including the payment to NW Natural and the refund schedule to Customer.

(g) Customer agrees that all claims that it may have against an equipment manufacturer arising out of the high pressure gas service equipment will be limited to the final price of that manufacturer's equipment.

3. **Contract Term.** This Agreement shall become effective as of the Effective Date and shall continue until either (a) this Agreement is terminated by either Party pursuant to Section 4; or (b) this Agreement is superseded by an HPGS Rider Service Agreement.

4. **Termination.** Either Party may terminate this Agreement for any or no reason upon written notice to the other Party. The terms in Section 1(b), Section 5, and Section 6 shall survive termination.

5. **Confidentiality Agreement.**

(a) The term "Confidential Information" means any information that a Party has designated in writing as proprietary or confidential, by writing "CONFIDENTIAL" prominently on the material(s).

(b) The Parties acknowledge that as part of performing under this Agreement, the Parties will exchange Confidential Information regarding their facilities and other forms of proprietary information deemed to be confidential. The Parties agree not to disclose Confidential Information during or after the term of this Agreement except to the extent necessary to perform their obligations under this Agreement during the term hereof. Neither Party shall use or duplicate any Confidential Information for any other purpose other than for use under this Agreement. Each Party's standard of care under this Article shall be satisfied if it treats the other Party's Confidential Information as it treats its own information that it does not wish to be publically disclosed, published, or otherwise disseminated.

(c) Each Party's Confidential Information shall be made available to the other party's employees, subcontractors or agents only on a "need to know" basis.

(d) The confidentiality obligations imposed in this Section shall not apply to: (i) information that now or hereafter becomes part of the public domain through lawful means; (ii) information already

known to or developed by the receiving party as demonstrated by written materials that predate the disclosure; (iii) information subsequently and rightfully received from third parties without any obligation of confidentiality; and (iv) information required to be produced by a lawful government, regulatory, or court order, provided that Customer will provide NW Natural with prompt written notice sufficient to allow NW Natural to seek a protective order or other appropriate remedy.

(e) Upon termination of this Agreement, each Party shall immediately cease to use any of the Confidential Information disclosed to it pursuant to this Agreement. Upon such termination or expiration, neither Party may retain any Confidential Information of the other Party and shall immediately return to the other Party all written Confidential Information that has been provided to it as well as any copies of Confidential Information.

(f) Customer agrees that in the event of a breach or threatened breach of this Section, the remedy at law is inadequate and a Party may obtain equitable relief prohibiting the breach, in addition to any other appropriate legal or equitable relief.

(g) The provisions of this Section 5 shall survive after termination of this Agreement.

6. Indemnification. Customer, to the fullest extent permitted by applicable law, shall indemnify and hold harmless NW Natural and its directors, officers, shareholders, employees, agents, successors, and assigns from and against any and all loss, cost, expense, damage and liability, and from any and all claims for damages on account of bodily injury, including death, sustained by any person, whether employees of Customer, subcontractors, consultants, licensees, or otherwise, and from any and all costs and expenses, including attorney and expert witness fees, in any suit, action, appeal, or proceeding, whether groundless or not, which may be brought against NW Natural, caused by or arising out of any act or omission of Customer or its agents or employees. Customer shall, at its own expense, defend any such claims, suits, actions, appeals, or proceedings which may be made or commenced against NW Natural by reason thereof or in connection therewith, and shall pay all costs and expenses, including attorney and expert witness fees, incurred by reason thereof, and all judgments, which may be recovered therein. If NW Natural elects to retain independent counsel, Customer agrees to reimburse NW Natural for costs and attorney and expert witness fees reasonably incurred by NW Natural to defend itself through attorneys of its choice. The provisions of this Section 6 shall survive after termination of this Agreement.

7. Miscellaneous.

(a) A waiver by either Party of any breach of this Agreement by the other shall not operate as a waiver of any future breach, whether such breach is of a like or different character.

(b) Should any portion of this Agreement be deemed void or unenforceable, the remainder shall remain in full force and effect and shall be construed in a manner to most closely reflect the intent of the Parties.

(c) Customer shall not assign this Agreement without NW Natural's prior written consent.

(d) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

(e) The sections of this Agreement have been labeled for convenience; section headings shall not be used to construe the meaning of any portion of this Agreement.

(f) This Agreement, including all exhibits and appendices executed pursuant to and in conjunction with this Agreement, constitutes the entire agreement between NW Natural and Customer and supersedes any and all previous oral or written negotiations, correspondence, communications, or representations with respect to any aspect of Customer receiving service under the HPGS Rider. No changes to the Agreement, or any exhibits, or appendices, whether in the form of written negotiations, correspondence, representations, alterations, additions, or changes or otherwise, shall be binding unless specifically agreed to in writing signed by both Parties. Neither the course of conduct between the Parties nor trade usage shall modify the provisions of the Agreement.

(g) This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Jurisdiction and venue for all disputes shall be Multnomah County, Oregon.

8. **Notice to Proceed.** After NW Natural has provided its report to Customer and before NW Natural is obligated to continue work at the Site, Customer may provide a written notice to NW Natural stating that Customer wishes to proceed with an HPGS Rider Service Agreement (“Notice to Proceed”).

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

AGREED TO AND ACCEPTED.

[INSERT CUSTOMER NAME]

NW Natural

By: _____
(Signature)

By: _____
(Signature)

(Print or Type Name)

(Print or Type Name)

Title: _____

Title: _____

Date: _____

Date: _____