



January 26, 2018

Oregon Public Utility Commission 201 High St SE, Suite 100 P.O. Box 1088 Salem, OR 97308-1088

Re: Advice No. CNG/O18-01-03- Housekeeping Filing

Cascade Natural Gas Corporation (Cascade or the Company) files herewith the following revisions to its Tariff P.U.C. Or. No. 10, stated to become effective with service on and after March 1, 2018:

Fourth Revision of Sheet No. iii

Second Revision of Sheet No. 2-2

Second Revision of Sheet No. 2-3

First Revision of Sheet No. 201.3

First Revision of Sheet No. 33.7

First Revision of Sheet No. 201.5

Second Revision of Sheet No. 163.7

This filing also withdraws the following sheets from the Company's Tariff:

First Revision of Sheet No. 112.1 First Revision of Sheet No. 126.1

The purpose of this housekeeping filing is to correct the following errors in the Company's tariff book:

- The Table of Contents is revised to remove a reference to Schedule 126, Emergency Institutional Service. Schedule 126 was removed with the filing of Tariff P.U.C. Or. No. 10 in the Company's last rate case docketed as UG-305, but was inadvertently reintroduced into the table of contents.
- Two definitions in Rule 2, Definitions are revised for greater clarity. Definition (9)(D) for Interruptible Gas is revised to include additional information, and definition (17) for WACOG is edited to remove the I word 'commodity'.

- This filing also seeks to withdraw sheets for Schedules 112 and 126. These schedules were both withdrawn in the Company's last rate case docketed as UG-305, but were mistakenly reintroduced in the Company's Purchased Gas Adjustment Filing docketed as UG-338. Since these schedules were withdrawn with Order No. 16-477, which approved the Company's most current tariff book as of March 1, 2017, the Company has no customers served on either of these schedules.
- Sheet No. 33.7 in Schedule 33, Oregon Low-Income Energy Conservation Program, Conservation Achievement Tariff (CAT) Program contains two errors. First the sheet refers to the CAT program as a pilot program. The program was made permanent with the approval of Advice No. 16-10-02. Also, Advice No. O16-12-01 corrected an error that was not removed from the sheet filed in UG-305: the Sheet incorrectly states that the \$10,000 cap for CAT rebates does not include OLIEC rebates, and other OLIEC and CAT program fees. The language is corrected herein to say that the per home rebate cap does is inclusive of all program costs.
- Sheet No. 163.7 is revised to include language that was inadvertently removed when the tariff book was updated in UG-305. The added language detail the price the Company will pay the customer if it takes possession of the customer-owned gas during a curtailment event. The terms and conditions and price paid are as established previously in the Company's tariff, P.U.C, OR No. 9.
- Schedule 201, Special Contracts is revised to remove a special contract with Lamb-Weston in Hermiston, Oregon, that is no longer in effect. The removal and movement of text as well as the renumbering of the remaining special contracts results in changes to most of the other sheets in Schedule 201.

As a courtesy, the Company is providing drafts of the tariffs with the proposed changes in redlined strike-out text.

If you have any questions, please call Jennifer Gross at (509) 734-4635.

Sincerely,

/s/ Michael Parvinen

Michael Parvinen
Director, Regulatory Affairs

Attachment

(D)

P.U.C. OR. No. 10

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RULE 2 DEFINITIONS

DEFINITIONS (continued)

Customer Classifications (continued)

- A. <u>Commercial</u> Service to a customer engaged in selling, warehousing, or distributing a commodity, in some business activity or in a profession, or in some form of economic or social activity (office, stores, clubs, hotels, etc.) and for purposes that do not come directly under another classification of service.
- B. <u>Industrial</u> Service to a customer engaged in a process which creates or changes raw or unfinished materials into another form or product. (Factories, mills, machine shops, mines, oil wells, refineries, pumping plants, creameries, canning and packing plants, shipyards, etc., i.e., in extractive, fabricating or processing activities).
- C. <u>Interruptible Gas</u> An interruptible gas service is considered non-firm, receives a reduced rate on natural gas service because this class of customers is the first curtailed when gas supply or distribution is constrained for reasons other than force majeure, and is required to have a back-up system for use when curtailment occurs. An interruptible customer is a *core* customer because the Company purchases this customer's gas
- D. $\underline{\text{Transportation}}$ Transportation customers purchase their own natural gas and procure only distribution services from the Company.
- 1. <u>Gas Day</u> A twenty-four hour period beginning daily at 7:00 a.m. Pacific Clock Time (PCT), which is Pacific Standard Time or Daylight Savings Time in Kennewick, Washington, whichever is effective at the time of reference. The Company's Gas Day coincides with the Gas Day established in Northwest Pipeline's tariff, which may change from time to time, upon approval of the Federal Energy Regulatory Commission (FERC).
- 2. <u>Firm Service</u> The sale of natural gas on a firm basis where the Company will exercise reasonable diligence to supply and deliver continuous service to customers not receiving interruptible service. See Order of Priority in Rule 17.

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RULE 2 DEFINITIONS

DEFINITIONS (continued)

- 3. Month The period of time between and including the date of the current meter read and the date of the prior meter read which is the period upon which the Customer's monthly bill is based. A billing month may be contained within a single calendar month, or may encompass a portion of two separate calendar months.
- 4. <u>Non-Core Customer</u> A non-core customer is one for whom the Company provides distribution service but does not purchase that customer's natural gas; instead, that customer procures its natural gas from a third party.
- 5. <u>Premise</u> All of the real property and personal property in use by a single customer on a parcel of land which comprises the site upon which customer facilities are located and to which natural gas service is provided.
- 15. <u>Tariff</u> This Tariff, including all schedules, rules, regulations, and rates as they may be modified or amended from time to time.
- 17. Therm A unit of heating value equivalent to 100,000 BTUs.
- 17. <u>WACOG</u> The Weighted Average Cost of System Supply Gas (WACOG) reflected in Cascade's tariffs shall be as established by gas cost tracking or other similar filings.

SCHEDULE 33 OREGON LOW-INCOME ENERGY CONSERVATION PROGRAM CONSERVATION ACHIEVEMENT TARIFF (CAT) PROGRAM

PROGRAM DESCRIPTON

The Conservation Achievement Tariff (CAT) operates alongside of, and in conjunction, with the OLIEC Program. This provision defines the terms and conditions under which funds designated for low-income energy conservation programs under Schedule No. 33 are administered and delivered to eligible residential customers within Cascade Natural Gas' service territory in Oregon.

CAT funding may be accessed by any of the qualifying Low-Income, 501c3 or Community Action Agencies (Agencies) that administer the OLIEC program for the purpose of providing programmatic funding for the completion and performance of qualified weatherization work authorized through the OLIEC tariff. The intent CAT is to provide essential monies to bridge the gap between the Company's payments associated with customer energy savings via the traditional OLIEC program and the funds necessary for full delivery of this essential program to qualified customers. The funds are available to Agencies on a first come, first serve basis for the purpose of providing Total Installed Costs for weatherization measures approved under Schedule No. 33, Oregon Low Income Energy Conservation (OLIEC) program, but the Total Installed Costs reimbursed under CAT for a single dwelling may not exceed \$10,000. This \$10,000 cap on CAT reimbursements includes OLIEC rebates, the OLIEC administrative fee, or CAT reimbursements for the audit and inspection.

"Total Installed Costs" are defined as all costs incurred for materials and contractor labor necessary to fully perform tariff-eligible natural gas weatherization work at a qualified customer premise. In order to qualify for CAT funding, the participating Agency shall provide all associated invoices and receipts as evidence of expenditures for authorized weatherization work provided to the Company for validation.

All measures currently defined as eligible under OLIEC shall be eligible for funds to cover Total Installed Costs under CAT. In the event that additional measures become eligible for funding under the OLIEC, the CAT shall also apply.

Agencies that complete projects under OLIEC, and install one or more of the eligible energy efficiency measures, are eligible to receive their normal reimbursement under that program. Agencies are also eligible to receive an additional CAT allocation that equates to the difference between the OLIEC rebate for each eligible measure installed and the invoiced amount for the Total Installed Cost of each measure. These monies shall be available upon receipt of documentation verifying the final incremental costs between those covered under the traditional OLIEC program and the remaining Total Installed Costs.

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SCHEDULE 163 GENERAL DISTRIBUTION SYSTEM INTERRUPTIBLE TRANSPORTATION SERVICE

PRIORITY OF NOMINATED GAS (continued)

- 1) The volume of system supplies which are scheduled to be made a portion of customer's gas supply nomination, if any.
- 2) If customer is providing a portion of its gas supply requirement with customer-owned gas supplies, the volume of banked customer owned gas supplies, if any, shall be delivered prior to any other non-system supply.
- 3) The volume of spot market gas supply scheduled to be delivered, if any.

AUTOMATIC ASSIGNMENT IF GAS SUPPLY DURING A CURTAILMENT

In the event of a curtailment, the Company may automatically take assignment of customer-owned gas supplies in order to protect the service to higher priority customers as defined in Rule 17, Order of Priority for Gas Service. If the Company takes assignment of the customer-owned gas, the Company will compensate the customer with a credit equal to the Gas Daily-midpoint price at the source of the supply for all volumes assigned plus a credit of \$0.60 per therm on all but the first 5 percent of the customer's daily entitlement under this Schedule.

UNAUTHORIZED USE OF GAS DURING ENTITLEMENT PERIODS

The Company may declare an entitlement period on any day the Company, in its sole discretion, reasonably determines a critical operational condition warrants the need. During a curtailment or an entitlement period, the total physical quantity of gas taken by customers served under this rate schedule exceeds or is less than the total quantity of gas which the customer is entitled to take on such day, as defined below, then all gas taken in excess of such entitlement or not taken within said entitlement shall constitute unauthorized overrun or underrun volume. Each general system or customer-specific declared overrun entitlement period shall be specified as either an overrun or an underrun entitlement for customers such that only one penalty condition may exist at one time, whereas:

- <u>Underrun Entitlement</u> A period of time in which delivered natural gas volumes to a transportation customer may not exceed the customer's confirmed nomination for that day.
- Overrun Entitlement A period of time in which delivered natural gas volumes to a transportation customer must be equal to or more than that customer's confirmed nomination for that day.

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CNG/O18-01-03 Issued January 26, 2018

SCHEDULE 201 SPECIAL CONTRACTS

PURPOSE

The purpose of this schedule is to describe generally the terms and conditions of service provided by the Company pursuant to special contracts approved by the Public Utility Commission of Oregon under OAR 860-022-0035. In each case, the rights and obligations of the parties are as specified in detail in the respective special contracts. In the event of any ambiguity or conflict between the summaries in this schedule and the substantive provisions of the special contracts, the terms of the special contracts shall be controlling. If a referenced rate schedules is no longer in effect, its most appropriate successor on file with the Commission should be used.

1. <u>LAMB-WESTON, INC. - BOARDMAN, OREGON</u> -- Distribution Transportation Service Special Contract

a. <u>Term</u>

The contract, dated October 27, 1995, has a minimum primary contract term of 20 years and will continue in effect thereafter from year to year until cancelled by either party with provision of at least one hundred twenty (120) days advance written notice.

b. Rates

The initial contract rate is based upon the specific service alternative (bypass of Company facilities) available to the customer. Buyer pays each month a Dispatch Service Charge under Distribution Rate Schedule 164 (presently of \$500) as well as a monthly Facilities Charge of \$1,750. A Commodity Charge of \$0.007 will be charged for each therm of gas delivered within the Daily Contract Quantity (DCQ). Volume in excess of the DCQ will be charged at the commodity rate plus any costs or penalties incurred by Cascade in delivering those volumes.

Beginning October 1, 1996 and each October 1 thereafter for the duration of the contract, the Commodity Rate shall be escalated by the percentage change in the Consumer Price Index for the "All Urban Customers - U.S. City Average - All Items," for the twelve months ending on the immediately prior July 1. In addition, Lamb-Weston shall reimburse Cascade for State Utility Tax and other governmental levies imposed upon Cascade in rendering transportation service for Lamb Weston, Inc.

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CNG/O18-01-03 Issued January 26, 2018

SCHEDULE 201 SPECIAL CONTRACTS

2. <u>HEINZ FROZEN FOODS (formerly known as Ore-Ida Foods, Inc.) - ONTARIO, OREGON</u> -- Distribution Transportation Service Special Contract

a. Term

The contract, dated December 15, 1995, has a minimum primary contract term of 15 years and will continue in effect thereafter from year to year until canceled by either party with provision of at least one hundred twenty (120) days advance written notice.

b. Rates

The initial contract rate is based upon the specific service alternative (bypass of Company facilities) available to the customer. Buyer pays each month a Dispatch Service Charge under Distribution Rate Schedule 164 (presently of \$500) as well as a monthly Facilities Charge of \$3,650. A Commodity Charge of \$0.005 will be charged for each therm of gas delivered within the Daily Contract Quantity (DCQ). Volume in excess of the DCQ will be charged at the commodity rate plus any costs or penalties incurred by Cascade in delivering those volumes.

Beginning October 1, 1996 and each October 1 thereafter for the duration of the contract, the Commodity Rate shall be escalated by the percentage change in the Consumer Price Index for the "All Urban Customers - U.S. City Average - All Items," for the twelve months ending on the immediately prior July 1. In addition, Lamb-Weston shall reimburse Cascade for State Utility Tax and other governmental levies imposed upon Cascade in rendering transportation service for Heinz Frozen Foods.

c. Special Conditions

All operating obligations are detailed within the contract. Customer agrees that all gas used at the plant will be delivered by Cascade during the term of this agreement.

Contract provisions exist to address the potential for Adverse Regulatory Action by federal, state or municipal government or other regulatory authority, inclusive of the Oregon Public Utilities Commission. In the event such action occurs, the disadvantaged Party may terminate the agreement, given sufficient notice between the parties.

d. Eligibility

The contract is specifically designed to address the customer's potential distribution service alternative (bypass of Company facilities). A condition precedent to availability is that Special Contracts for service must be reviewed and approved by the Oregon Public Utilities Commission pursuant to Oregon Statutes (ORS 757.230), Rules (OAR 860-022-0035), and Commission policies for market based rates (Order No. 87-402).

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SCHEDULE 201 SPECIAL CONTRACTS

HEINZ FROZEN FOODS (formerly known as Ore-Ida Foods, Inc.) - ONTARIO, OREGON (continued)

c. Special Conditions

All operating obligations are detailed within the contract. Customer agrees that all gas used at the plant will be delivered by Cascade during the term of this agreement.

Contract provisions exist to address the potential for Adverse Regulatory Action by federal, state or municipal government or other regulatory authority, inclusive of the Oregon Public Utilities Commission. In the event such action occurs, the disadvantaged Party may terminate the agreement, given sufficient notice between the parties.

d. Eligibility:

The contract is specifically designed to address the customer's potential distribution service alternative (bypass of Company facilities). A condition precedent to availability is that Special Contracts for service must be reviewed and approved by the Oregon Public Utilities Commission pursuant to Oregon Statutes (ORS 757.230), Rules (OAR 860-022-0035), and Commission policies for market based rates (Order No. 87-402).

3. <u>HERMISTON GENERATING COMPANY, L.P.</u> - Firm Distribution Transportation Services Special Contract.

a. Term

The contract, dated March 28, 1994 with Amendment No. 1 dated June 3, 1994 and applicable letter agreements dated March 25, 1994, has a minimum primary contact term of 20 years and will continue in effect thereafter from year to year until canceled by either party with provision of at least one (1) year's advance written notice.

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SCHEDULE 201 SPECIAL CONTRACTS

4. OREGON POTATO COMPANY - BOARDMAN, OREGON -- Distribution Transportation Service Special Contract

a. <u>Term</u>

The contract, dated December 29, 1995, has a minimum primary contract term of 20 years and will continue in effect thereafter from year to year until canceled by either party with provision of at least one hundred twenty (120) days advance written notice.

b. Rates

The initial contract rate is based upon the specific service alternative (bypass of Company facilities) available to the customer. Buyer pays each month a Dispatch Service Charge under Distribution Rate Schedule 163 (presently of \$500) as well as a monthly Facilities Charge of \$1,500. A Commodity Charge of \$0.007 will be charged for each therm of gas delivered within the Daily Contract Quantity (DCQ). Volume in excess of the DCQ will be charged at the commodity rate plus any costs or penalties incurred by Cascade in delivering those volumes. Oregon Potato shall be obligated to a \$35,000 minimum annual bill.

Beginning October 1, 1996 and each October 1 thereafter for the duration of the contract, the Commodity Rate shall be escalated by the percentage change in the Consumer Price Index for the "All Urban Customers - U.S. City Average - All Items," for the twelve months ending on the immediately prior July 1. In addition, Oregon Potato shall reimburse Cascade for State Utility Tax and other governmental levies imposed upon Cascade in rendering transportation service for Oregon Potato Company.

c. Special Conditions

All operating obligations are detailed within the contract. Customer agrees that all gas used at the generating plant will be delivered by Cascade during the term of this agreement.

Contract provisions exist to address the potential for Adverse Regulatory Action by federal, state or municipal government or other regulatory authority, inclusive of the Oregon Public Utilities Commission. In the event such action occurs, the disadvantaged Party may terminate the agreement, given sufficient notice between the parties.

d. Eligibility

The contract is specifically designed to address the customer's potential distribution service alternative (bypass of Company facilities). A condition precedent to availability is that Special Contracts for service must be reviewed and approved by the Oregon Public Utilities Commission pursuant to Oregon Statutes (ORS 757.230), Rules (OAR 860-022-0035), and Commission policies for market based rates (Order No. 87-402).

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P.U.C. OR. No. 10

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Original First Revision of Sheet No. 2.2

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P.U.C. OR. No. 10

RULE 2 DEFINITIONS

DEFINITIONS (continued)

Customer Classifications (continued)

- A. <u>Commercial</u> Service to a customer engaged in selling, warehousing, or distributing a commodity, in some business activity or in a profession, or in some form of economic or social activity (office, stores, clubs, hotels, etc.) and for purposes that do not come directly under another classification of service.
- B. <u>Industrial</u> Service to a customer engaged in a process which creates or changes raw or unfinished materials into another form or product. (Factories, mills, machine shops, mines, oil wells, refineries, pumping plants, creameries, canning and packing plants, shipyards, etc., i.e., in extractive, fabricating or processing activities).
- C. <u>Interruptible Gas</u> An interruptible gas service is <u>considered "non-firm"</u>, <u>customer is considered "non-core" and receives a reduced rate on natural gas service because this class of customers is the first curtailed when gas supply or distribution is constrained for reasons other than force majeure, and is required to have a back-up system for use when curtailment occurs. An interruptible customer is a "core" customer because the Company purchases this customer's gas-</u>
- D. <u>Transportation</u> Transportation customers purchase their own natural gas and procure only distribution services from the Company.
- 1. <u>Gas Day</u> A twenty-four hour period beginning daily at 7:00 a.m. Pacific Clock Time (PCT), which is Pacific Standard Time or Daylight Savings Time in Kennewick, Washington, whichever is effective at the time of reference. The Company's Gas Day coincides with the Gas Day established in Northwest Pipeline's tariff, which may change from time to time, upon approval of the Federal Energy Regulatory Commission (FERC).
- 2. <u>Firm Service</u> The sale of natural gas on a firm basis where the Company will exercise reasonable diligence to supply and deliver continuous service to customers not receiving interruptible service. See Order of Priority in Rule 17.

Original First Revision of Sheet No. 2.3

P.U.C. OR. No. 10

RULE 2 DEFINITIONS

DEFINITIONS (continued)

- 3. Month The period of time between and including the date of the current meter read and the date of the prior meter read which is the period upon which the Customer's monthly bill is based. A billing month may be contained within a single calendar month, or may encompass a portion of two separate calendar months.
- 4. <u>Non-Core Customer</u> A non-core customer is one for whom the Company provides distribution service but does not purchase that customer's natural gas; instead, that customer procures its natural gas from a third party.
- 5. <u>Premise</u> All of the real property and personal property in use by a single customer on a parcel of land which comprises the site upon which customer facilities are located and to which natural gas service is provided.
- 15. <u>Tariff</u> This Tariff, including all schedules, rules, regulations, and rates as they may be modified or amended from time to time.
- 17. Therm A unit of heating value equivalent to 100,000 BTUs.
- 17. <u>WACOG</u> The Weighted Average Commodity Cost of System Supply Gas (WACOG) reflected in Cascade's tariffs shall be as established by gas cost tracking or other similar filings.

Canceling

P.U.C. OR. No. 10 Original Sheet 33.7

SCHEDULE 33 OREGON LOW-INCOME ENERGY CONSERVATION PROGRAM CONSERVATION ACHIEVEMENT TARIFF (CAT) PILOT PROGRAM

PROGRAM DESCRIPTON

The Conservation Achievement Tariff (CAT) operates alongside of, and in conjunction, with the OLIEC Program. This provision defines the terms and conditions under which funds designated for low-income energy conservation programs under Schedule No. 33 are administered and delivered to eligible residential customers within Cascade Natural Gas' service territory in Oregon.

CAT funding may be accessed by any of the qualifying Low-Income, 501c3 or Community Action Agencies (Agencies) that administer the OLIEC program for the purpose of providing programmatic funding for the completion and performance of qualified weatherization work authorized through the OLIEC tariff. The intent CAT is to provide essential monies to bridge the gap between the Company's payments associated with customer energy savings via the traditional OLIEC program and the funds necessary for full delivery of this essential program to qualified customers. The funds are available to Agencies on a first come, first serve basis for the purpose of providing Total Installed Costs for weatherization measures approved under Schedule No. 33, Oregon Low Income Energy Conservation (OLIEC) program, but the Total Installed Costs reimbursed under CAT for a single dwelling may not exceed \$10,000. This \$10,000 cap on CAT reimbursements does not includes OLIEC rebates, the OLIEC administrative fee, or CAT reimbursements for the audit and inspection.

"Total Installed Costs" are defined as all costs incurred for materials and contractor labor necessary to fully perform tariff-eligible natural gas weatherization work at a qualified customer premise. In order to qualify for CAT funding, the participating Agency shall provide all associated invoices and receipts as evidence of expenditures for authorized weatherization work provided to the Company for validation.

All measures currently defined as eligible under OLIEC shall be eligible for funds to cover Total Installed Costs under CAT. In the event that additional measures become eligible for funding under the OLIEC, the CAT shall also apply.

Agencies that complete projects under OLIEC, and install one or more of the eligible energy efficiency measures, are eligible to receive their normal reimbursement under that program. Agencies are also eligible to receive an additional CAT allocation that equates to the difference between the OLIEC rebate for each eligible measure installed and the invoiced amount for the Total Installed Cost of each measure. These monies shall be available upon receipt of documentation verifying the final incremental costs between those covered under the traditional OLIEC program and the remaining Total Installed Costs.

Original First Revision of Sheet 163.7

P.U.C. OR. No. 10

SCHEDULE 163 GENERAL DISTRIBUTION SYSTEM INTERRUPTIBLE TRANSPORTATION SERVICE

PRIORITY OF NOMINATED GAS (continued)

- 1) The volume of system supplies which are scheduled to be made a portion of customer's gas supply nomination, if any.
- 2) If customer is providing a portion of its gas supply requirement with customer-owned gas supplies, the volume of banked customer owned gas supplies, if any, shall be delivered prior to any other non-system supply.
- 3) The volume of spot market gas supply scheduled to be delivered, if any.

AUTOMATIC ASSIGNMENT IF GAS SUPPLY DURING A CURTAILMENT

In the event of a curtailment, the Company may automatically take assignment of customer-owned gas supplies in order to protect the service to higher priority customers as defined in Rule 17, Order of Priority for Gas Service. If the Company takes assignment of the customer-owned gas, the Company will compensate the customer with a credit equal to the Gas Daily-midpoint price at the source of te supply for all volumes assigned plus a credit of \$0.60 per therm on all but the first 5 percent of the customer's daily entitlement under this Schedule.

UNAUTHORIZED USE OF GAS DURING ENTITLEMENT PERIODS

The Company may declare an entitlement period on any day the Company, in its sole discretion, reasonably determines a critical operational condition warrants the need. During a curtailment or an entitlement period, the total physical quantity of gas taken by customers served under this rate schedule exceeds or is less than the total quantity of gas which the customer is entitled to take on such day, as defined below, then all gas taken in excess of such entitlement or not taken within said entitlement shall constitute unauthorized overrun or underrun volume. Each general system or customer-specific declared overrun entitlement period shall be specified as either an overrun or an underrun entitlement for customers such that only one penalty condition may exist at one time, whereas:

- Underrun Entitlement A period of time in which delivered natural gas volumes to a transportation customer may not exceed the customer's confirmed nomination for that day.
- Overrun Entitlement A period of time in which delivered natural gas volumes to a transportation customer must be equal to or more than that customer's confirmed nomination for that day.

(N)

(N)

SCHEDULE 201 SPECIAL CONTRACTS

PURPOSE

The purpose of this schedule is to describe generally the terms and conditions of service provided by the Company pursuant to special contracts approved by the Public Utility Commission of Oregon under OAR 860-022-0035. In each case, the rights and obligations of the parties are as specified in detail in the respective special contracts. In the event of any ambiguity or conflict between the summaries in this schedule and the substantive provisions of the special contracts, the terms of the special contracts shall be controlling. If a referenced rate schedules is no longer in effect, its most appropriate successor on file with the Commission should be used.

DESCRIPTIONS OF SPECIAL CONTRACTS

- 1. LAMB-WESTON, INC. HERMISTON, OREGON Market Based Distribution System Interruptible Transportation Service
- a. <u>Term</u>
 The contract was entered into on March 20, 1990 subject to Oregon Public Utility Commission (OPUC) approval. The initial term extends to September 30, 1991 and will continue in effect from year to year thereafter unless canceled by either party upon written notice of 120 days.
- b. Rates

Buyer pays each month the Dispatching Service Charge and monthly rates applicable under Rate Schedule No. 164 as well as the transportation capacity charges under Optional Firm Pipeline Capacity Supplemental Schedule No. 185.

c. Special Conditions

All terms and conditions of service are consistent with Rate Schedule No. 164.

- d. Eligibility
 - The "Availability" paragraph of Rate Schedule No. 164 outlines the conditions under which a customer can qualify for service. A condition precedent to availability is that contracts for service under Schedule No. 164 must be reviewed and approved by the Oregon Public Utility Commission pursuant to Oregon Statutes (ORS 757.230), Rules (OAR 860-022-0035), and Commission policies for market based rates (Order No. 87-402).
- **21.** LAMB-WESTON, INC. BOARDMAN, OREGON -- Distribution Transportation Service Special Contract
 - a. Term

The contract, dated October 27, 1995, has a minimum primary contract term of 20 years and will continue in effect thereafter from year to year until cancelled by either party with provision of at least one hundred twenty (120) days advance written notice.

b. Rates

The initial contract rate is based upon the specific service alternative (bypass of Company facilities) available to the customer. Buyer pays each month a Dispatch Service Charge under Distribution Rate Schedule 164 (presently of \$500) as well as a monthly Facilities Charge of \$1,750.

CASCADE NATURAL GAS CORPORATION

First Revision of Sheet No. 201.2
Canceling

P.U.C. OR. No. 10 Original Sheet 201.2

A Commodity Charge of \$0.007 will be charged for each therm of gas delivered within the Daily Contract Quantity (DCQ). Volume in excess of the DCQ will be charged at the commodity rate plus any costs or penalties incurred by Cascade in delivering those volumes.

Beginning October 1, 1996 and each October 1 thereafter for the duration of the contract, the Commodity Rate shall be escalated by the percentage change in the Consumer Price Index for the "All Urban Customers - U.S. City Average - All Items," for the twelve months ending on the immediately prior July 1. In addition, Lamb-Weston shall reimburse Cascade for State Utility Tax and other governmental levies imposed upon Cascade in rendering transportation service for Lamb Weston, Inc.

Original Sheet 201.3

SCHEDULE 201 SPECIAL CONTRACTS

LAMB-WESTON, INC. BOARDMAN, OREGON (continued)

b. Rates

The initial contract rate is based upon the specific service alternative (bypass of Company facilities) available to the customer. Buyer pays each month a Dispatch Service Charge under Distribution Rate Schedule 164 (presently of \$500) as well as a monthly Facilities Charge of \$1,750. A Commodity Charge of \$0.007 will be charged for each therm of gas delivered within the Daily Contract Quantity (DCQ). Volume in excess of the DCQ will be charged at the commodity rate plus any costs or penalties incurred by Cascade in delivering those volumes.

Beginning October 1, 1996 and each October 1 thereafter for the duration of the contract, the Commodity Rate shall be escalated by the percentage change in the Consumer Price Index for the "All Urban Customers - U.S. City Average - All Items," for the twelve months ending on the immediately prior July 1. In addition, Lamb Weston shall reimburse Cascade for State Utility Tax and other governmental levies imposed upon Cascade in rendering transportation service for Lamb Weston, Inc.

2. 3-HEINZ FROZEN FOODS (formerly known as Ore-Ida Foods, Inc.) - ONTARIO, OREGON -- Distribution Transportation Service Special Contract

a. <u>Term</u>

The contract, dated December 15, 1995, has a minimum primary contract term of 15 years and will continue in effect thereafter from year to year until canceled by either party with provision of at least one hundred twenty (120) days advance written notice.

b. Rates

The initial contract rate is based upon the specific service alternative (bypass of Company facilities) available to the customer. Buyer pays each month a Dispatch Service Charge under Distribution Rate Schedule 164 (presently of \$500) as well as a monthly Facilities Charge of \$3,650. A Commodity Charge of \$0.005 will be charged for each therm of gas delivered within the Daily Contract Quantity (DCQ). Volume in excess of the DCQ will be charged at the commodity rate plus any costs or penalties incurred by Cascade in delivering those volumes.

Beginning October 1, 1996 and each October 1 thereafter for the duration of the contract, the Commodity Rate shall be escalated by the percentage change in the Consumer Price Index for the "All Urban Customers - U.S. City Average - All Items," for the twelve months ending on the immediately prior July 1. In addition, Lamb-Weston shall reimburse Cascade for State Utility Tax and other governmental levies imposed upon Cascade in rendering transportation service for Heinz Frozen Foods.

c. Special Conditions

All operating obligations are detailed within the contract. Customer agrees that all gas used at the plant will be delivered by Cascade during the term of this agreement.

(continued)

SCHEDULE 201 SPECIAL CONTRACTS

HEINZ FROZEN FOODS - ONTARIO, OREGON (continued)

Contract provisions exist to address the potential for Adverse Regulatory Action by federal, state or municipal government or other regulatory authority, inclusive of the Oregon Public Utilities Commission. In the event such action occurs, the disadvantaged Party may terminate the agreement, given sufficient notice between the parties.

d. Eligibility

The contract is specifically designed to address the customer's potential distribution service alternative (bypass of Company facilities). A condition precedent to availability is that Special Contracts for service must be reviewed and approved by the Oregon Public Utilities Commission pursuant to Oregon Statutes (ORS 757.230), Rules (OAR 860-022-0035), and Commission policies for market based rates (Order No. 87-402).

SCHEDULE 201 SPECIAL CONTRACTS

HEINZ FROZEN FOODS (formerly known as Ore-Ida Foods, Inc.) - ONTARIO, OREGON (continued)

c. Special Conditions

All operating obligations are detailed within the contract. Customer agrees that all gas used at the plant will be delivered by Cascade during the term of this agreement.

Contract provisions exist to address the potential for Adverse Regulatory Action by federal, state or municipal government or other regulatory authority, inclusive of the Oregon Public Utilities Commission. In the event such action occurs, the disadvantaged Party may terminate the agreement, given sufficient notice between the parties.

d. Eligibility:

The contract is specifically designed to address the customer's potential distribution service alternative (bypass of Company facilities). A condition precedent to availability is that Special Contracts for service must be reviewed and approved by the Oregon Public Utilities Commission pursuant to Oregon Statutes (ORS 757.230), Rules (OAR 860-022-0035), and Commission policies for market based rates (Order No. 87-402).

43. **HERMISTON GENERATING COMPANY, L.P.** - Firm Distribution Transportation Services Special Contract.

a. Term

The contract, dated March 28, 1994 with Amendment No. 1 dated June 3, 1994 and applicable letter agreements dated March 25, 1994, has a minimum primary contact term of 20 years and will continue in effect thereafter from year to year until canceled by either party with provision of at least one (1) year's advance written notice.

SCHEDULE 201 SPECIAL CONTRACTS

HERMISTON GENERATING COMPANY, L.P. (continued)

b. Rates

The initial contract rate is based upon the specific service alternative (bypass of Company facilities) available to the customer. Buyer pays each month a Dispatch Service Charge of \$500 as well as a monthly Demand Charge of \$90,500. A monthly commodity Charge of \$.001 will be charged for each MMbtu of gas delivered within the Daily Contract Quantity (DQC). Volume in excess of the DCQ will be charged at the commodity rate plus any costs or penalties incurred by Cascade in delivering those volumes.

Beginning October 1, 1997 and each October 1 thereafter for the duration of the contract, the Commodity Rate shall be escalated by the percentage change in the Consumer Price Index for the "All Urban Customers - U.S. City Average - All Items," for the twelve months ending on the immediately prior July 1. In addition, Hermiston Generating shall reimburse Cascade for State Utility Tax and other governmental levies imposed upon Cascade in rendering transportation service for Hermiston Generating Company.

c. Special Conditions

All operating obligations are detailed within the contract. Customer agrees that all gas used at the generating plant will be delivered by Cascade during the term of this agreement.

Contract provisions exist to address the potential for Adverse Regulatory Action by federal, state or municipal government or other regulatory authority, inclusive of the Oregon Public Utilities Commission. In the event such action occurs, the disadvantaged Party may cause transfer of distribution facilities ownership to Hermiston Generating given sufficient notice between the parties.

d. Eligibility

The contract is specifically designed to address the customer's potential distribution service alternative (bypass of Company facilities). A condition precedent to availability is that Special Contracts for service must be reviewed and approved by the Oregon Public Utilities Commission pursuant to Oregon Statutes (ORS 757.230), Rules (OAR 860-022-0035), and Commission policies for market based rates (Order No. 87-402).

SCHEDULE 201 SPECIAL CONTRACTS

54. OREGON POTATO COMPANY - BOARDMAN, OREGON -- Distribution Transportation Service Special Contract

a. Term

The contract, dated December 29, 1995, has a minimum primary contract term of 20 years and will continue in effect thereafter from year to year until canceled by either party with provision of at least one hundred twenty (120) days advance written notice.

b. Rates

The initial contract rate is based upon the specific service alternative (bypass of Company facilities) available to the customer. Buyer pays each month a Dispatch Service Charge under Distribution Rate Schedule 163 (presently of \$500) as well as a monthly Facilities Charge of \$1,500. A Commodity Charge of \$0.007 will be charged for each therm of gas delivered within the Daily Contract Quantity (DCQ). Volume in excess of the DCQ will be charged at the commodity rate plus any costs or penalties incurred by Cascade in delivering those volumes. Oregon Potato shall be obligated to a \$35,000 minimum annual bill.

Beginning October 1, 1996 and each October 1 thereafter for the duration of the contract, the Commodity Rate shall be escalated by the percentage change in the Consumer Price Index for the "All Urban Customers - U.S. City Average - All Items," for the twelve months ending on the immediately prior July 1. In addition, Oregon Potato shall reimburse Cascade for State Utility Tax and other governmental levies imposed upon Cascade in rendering transportation service for Oregon Potato Company.

c. Special Conditions

All operating obligations are detailed within the contract. Customer agrees that all gas used at the generating plant will be delivered by Cascade during the term of this agreement.

Contract provisions exist to address the potential for Adverse Regulatory Action by federal, state or municipal government or other regulatory authority, inclusive of the Oregon Public Utilities Commission. In the event such action occurs, the disadvantaged Party may terminate the agreement, given sufficient notice between the parties.

d. Eligibility

The contract is specifically designed to address the customer's potential distribution service alternative (bypass of Company facilities). A condition precedent to availability is that Special Contracts for service must be reviewed and approved by the Oregon Public Utilities Commission pursuant to Oregon Statutes (ORS 757.230), Rules (OAR 860-022-0035), and Commission policies for market based rates (Order No. 87-402).

SCHEDULE 201 SPECIAL CONTRACTS

GENERAL TERMS

Service under this schedule is governed by the terms of this schedule, the Rules contained in this Tariff, any other schedules that by their terms or by the terms of this schedule apply to service under this schedule, and by all rules and regulations prescribed by regulatory authorities, as amended from time to time.