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March 24, 2017

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

Re: Advice No. CNG/O17-03-01 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 May 1, 2017:

First Revision of Sheet No. ii	First Revision of Sheet No. 163.1
First Revision of Sheet No. iii	First Revision of Sheet No. 163.2
First Revision of Sheet No. 2.1	First Revision of Sheet No. 163.3
First Revision of Sheet No. 2.2	First Revision of Sheet No. 163.7
First Revision of Sheet No. 2.3	First Revision of Sheet No. 163.8
First Revision of Sheet No. 5.6	First Revision of Sheet No. 170.1
First Revision of Sheet No. 5.7	First Revision of Sheet No. 170.2
First Revision of Sheet No. 17.1	First Revision of Sheet No. 200.1
First Revision of Sheet No. 17.2	

The Company also <u>withdraws</u> the following sheets:

First Revision of Sheet No. 111.1

Original Sheet 13.1	Original Sheet 126.2
Original Sheet 17.3	Original Sheet 287.1
Original Sheet 112.1	Original Sheet 700.1
Original Sheet 112.2	Original Sheet 700.2
Original Sheet 126.1	

The purpose of this filing is to make housekeeping changes. The Company filed a new tariff book, Tariff P.U.C. Or. No. 10, in its 2016 general rate case that was docketed as UG-305. The new Tariff was approved per Order No. 16-477 and became effective March 1, 2017. After the Company's initial filing in UG-305, the Company did a more comprehensive review of both its Oregon and Washington tariff language and determined additional changes were necessary. This review was partly instigated by the cold weather experienced in December 2016 which resulted in

a higher than normal heating load demand and system constraints that prompted the Company to call a curtailment event. After the curtailment event, the Company revisited its tariff language, and determined it would be useful to simplify and clarify the language associated with curtailments and entitlements.

Below is a summary of the proposed changes contained in this filing:

Rule 2, Definitions

- The Company adds a definition for "core customer" and "non-core customer" for consistent use of the terms within the Company. Cascade defines core customers as those for whom the Company buys gas; therefore, as defined, Schedule 170 interruptible gas service customers are core customers.
- The definitions for "institutional," "essential agricultural use" and "high priority use" are removed. These terms are confusing as they do not coincide in an easily understandable way within the customer classes established for ratemaking purposes. The Company concurrently proposes to remove the use of these terms in Rule 17, Order of Priority for Gas Service. The Company believes removing these terms promotes greater clarity within the Tariff.

Rule 5, Discontinuation of Service

• Sheet Nos. 5.6 and 5.7 are revised to correct typographical errors.

Rule 17, Order of Priority

- The Order of Priority section is simplified to avoid confusion. Each listed customer class has a corresponding rate schedule. The references to "institutional," "essential agricultural use," and "high priority use" customers are removed.
- Language is removed from the Administration of Curtailment section that states curtailments will be rotated among customers. The Company does not believe this is realistic. The order of priority as well as the region affected will dictate which customers are curtailed. Adding that curtailments may be rotated among customers could be misleading as that kind of flexibility is not a likely scenario.
- The language in the Curtailment Notice section is revised to remove the two-hour minimum notice. The Company believes giving "as much notice as is reasonably possible" in an emergency situation is sufficient.
- A definition is added for authorized usage during a curtailment event.
- A section entitled Disconnection of Service is added that states the Company may disconnect service due to noncompliance during a curtailment period. A customer who has been told to curtail usage may fail to comply and instead pay the penalties, in which case the Company may have problems managing system pressures. In such scenarios, disconnecting the service may be the best course of action for maintaining the distribution system.
- The language under Company's Liability is revised.
- The proposed changes have condensed the Rule resulting in the Company's withdrawing of sheet no. 17.3.

Schedule 111, Large Volume General Service Rate

• Consistent with the changes made in Schedules 163 and 170, the term "Contract" is restated as "Service Agreement," and language is added that states the service agreement will have a term not less than a year and will terminate on September 30th of any year. By having a September 30th termination date, the Company is better able to plan for peak winter demand.

Schedule 163, General Distribution System Interruptible Transportation Service

- Language is removed under the Purpose section that references pre-emption as the Company will not be buying back gas supplies to alleviate system constraints.
- Language is removed that states requests for firm service shall be subject to the effects on service availability or costs to other customers and may require a charge to offset any incremental costs of acquiring additional firm supplies. This language does not belong in Schedule 163 which describes an interruptible service.
- The definitions of entitlement, curtailment and pre-emption are removed. In an effort for improved clarity, the Company is putting all information and parameters related to curtailment in Rule 17. Entitlements are called by transmission pipeline companies and only Schedule 163, transportation customers are subject to entitlement; therefore, entitlement is discussed only in Schedule 163. The edits make it clear that curtailment and entitlement are distinct and different activities. The penalties for noncompliance during either a curtailment or entitlement are also distinct and different.
- The definitions of underrun and overrun entitlement are revised for added clarity.
- The discussion on pre-emption is removed because it is unnecessary. The Company will not pre-empt or buy a customer's gas supply as a means for alleviating a system constraint.
- Consistent with the changes made in Schedules 111 and 170, the term "Contract" is restated as "Service Agreement," and language is added that states the service agreement will have a term not less than a year and will terminate on September 30th of any year. By having a September 30th termination date, the Company is better able to plan for peak winter demand.

Schedule 170, Interruptible Gas Service

- Language under the Curtailment section about unauthorized usage charges is removed. The section now simply points to Rule 17, Order of Priority, which contains all the parameters related to a curtailment event.
- Consistent with the changes made in Schedules 111 and Schedule 163, the term "Contract" is restated as "Service Agreement," and language is added that states the service agreement will have a term not less than a year and will terminate on September 30th of any year. By having a September 30th termination date, the Company is better able to plan for peak winter demand.

Schedule 200, Various Miscellaneous Charges

• Excess Flow Valves were once optional, add-on safety devices. They are now required to be installed on all new services. In line with this, Cascade removes the cost for an excess flow valve. A customer requesting to have an excess flow valve installed on an older service would pay only the cost of labor.

• The Company adds the fully loaded, cost per hour of sending one person to a site to perform customer requested work.

The Company also proposes removing the following Schedules:

- Rule 13, Temporary Service Temporary service is not actively offered. The Company cannot foresee needing this rule as services are installed underground and are not easily removed, nor are there foreseeable applications where customer-owned, gas-fired appliances will be removed after a year. Sheet No. 10.1 of Rule 10, Main Extensions contains language that says, "The Company may deny any extension if conditions relative to the extension indicate that such service will not be of such permanence as to warrant the expenditure required." This protects the Company against poor investments but generally the Company finds that a service, once connected, stays connected.
- <u>Schedule 112, Compressed Natural Gas Service</u> No customer has been served on this rate schedule for years. Customers who own compression for fueling cars are served on a commercial rate schedule.
- Schedule 126, Emergency Institutional Gas Service This rate schedule has not had any
 customers served on it for years. This is a relic from a time when Cascade was offering more
 upstream services. The Company does not believe it makes sense to keep this in its current
 Tariff.
- <u>Schedule 287, Optional Gas Management Services</u> This schedule is not actively offered. Cascade used to offer a menu of services to transportation customers that would be considered upstream, competitive services. Schedule 287 is such an offering and the Company now removes its.
- <u>Schedule 700, Customer-Owned Piping</u>- This schedule establishes prices for Cascade to work on the customer's side of the meter. The Company no longer has a contractor's license which is necessary to perform such work; therefore, the Company no longer offers this downstream service.

Sheets ii and iii of the Index are revised to reflect the removed Schedules and Rule.

Since the aforementioned offerings have not been offered in some time, the removal of these tariff sheets has no impact on revenues.

The Company attaches the following exhibits in support of this filing:

- <u>Exhibit A</u> presents the revision to the tariffs in redline strike out text so they are readily identifiable.
- <u>Exhibit B</u> is an example of the service agreement referenced as a requirement for service on Schedules 111, 163, or 170.

Overall, the Company believes the changes proposed herein should aid in clarifying the Company's tariff whether as a customer trying to understand service parameters or Cascade employees implementing established processes.

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

Sincerely,

Michael Parvinen

Director, Regulatory Affairs

Attachment

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RULE 2 DEFINITIONS

DEFINITIONS

When used in this Tariff the following terms shall have the meanings defined below:

- 1. <u>Applicant</u> A person, firm, or corporation that (1) applies for service; (2) reapplies for service at a new or existing location after service has been disconnected; or (3) has not met the requirements for becoming a customer as established in Rule 3.
- 2. BTU British Thermal Unit
- 3. <u>British Thermal Unit</u> The standard unit for measuring a quantity of thermal energy. One BTU equals the amount of thermal energy required to raise the temperature of one pound of water one degree Fahrenheit and is exactly defined as equal to 1,055.05585262 joules. 100,000 BTUs is equivalent to one therm.
- 4. Commission The Public Utility Commission of Oregon or otherwise referred to as OPUC.
- 5. <u>Company</u> Cascade Natural Gas Corporation (Cascade) or its assigned agents acting through its duly authorized officers or employees within the scope of their respective duties.
- 6. <u>Core Customer</u> A core customer is one for whom the Company purchases and delivers natural gas.
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- 7. Customer Any person, firm, or corporation that has:
 - Applied for, been accepted, and is currently receiving gas and, or distribution service from the Company under these Rules and Regulations at one location under one rate classification contract, or
 - b. Received gas or distribution service from the Company, and voluntarily terminated service within the past twenty days.
- 8. <u>Curtailment</u> An event when the Company must interrupt service to customers in accordance with Rule 17. The amount of service reduction required and the length of time for any curtailment event is dependent upon the severity and geographical scope of the circumstances requiring the curtailment.
- 9. <u>Customer Classifications</u>:
 - A. <u>Residential</u> Service to a single family dwelling, two family (duplex) dwelling or to an individual dwelling unit in a multiple family dwelling building for residential purposes including space heating, water heating, and cooking.
 - <u>Dwelling</u> A building designed exclusively for housing that contains permanent facilities for sleeping, bathing, and cooking. A dwelling may be a one family home, a duplex, a multiplex, but not including hotel or motel units that have no permanent kitchens. (continued)

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RULE 2 DEFINITIONS

DEFINITIONS (continued)

<u>Customer Classifications (continued)</u>

- B. <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.
- C. <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).
- D. <u>Interruptible Gas</u> An interruptible gas service 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.
- E. <u>Transportation</u> Transportation customers purchase their own natural gas and procure only distribution services from the Company.
- 10. <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).
- 11. <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.

RULE 2 DEFINITIONS

DEFINITIONS (continued)

- 12. 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.
- 13. <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.
- 14. <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.

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RULE 5 DISCONTINUATION OF SERVICE

EMERGENCY MEDICAL CERTIFICATE FOR RESIDENTIAL SERVICE (continued)

- 4. A customer submitting a medical certificate is not excused from paying for gas service.
 - a. Customers are required to enter into a written time-payment agreement with Cascade where an overdue balance exists. Terms of the time-payment agreement shall be those set forth in this Rule 5 or other terms as agreed upon in writing between the parties.
 - b. Where financial hardship can be shown, a customer with a medical certificate shall be permitted to renegotiate the terms of a time-payment agreement with Cascade.
 - c. Time-payment arrangements in effect when a medical certificate terminates remain in effect for the balance then owing. If a customer fails to pay charges incurred after the certificate terminates, standard time-payment provisions (Rule 5) will apply to payment of the arrearage incurred after the medical certificate expires. The terms of the medical certificate time-payment plan continue to apply to the arrearage accrued during the disability.
- 5. If a medical certificate customer fails to enter into a written time-payment agreement within 20 days of filing the certificate or to abide by its terms, Cascade shall notify the Commission's Consumer Services Section of its intent to disconnect service and the reason for the disconnection. Cascade may disconnect service after providing a notice 15 days in advance of disconnection for nonpayment, or five days before disconnection for failure to enter into a written time-payment agreement. The notice shall comply with the requirements of Part I, Subsection 2, except that Subsection e shall not apply. A hearing may thereafter be held to determine whether Cascade should be permitted to disconnect service to the customer.
- 6. Cascade may verify the accuracy of a medical certificate. If Cascade believes a customer does not qualify, or no longer qualifies for a medical certificate, Cascade may apply to the Commission for permission to disconnect the customer's service.

TIME-PAYMENT AGREEMENTS FOR RESIDENTIAL SERVICE (NON MEDICAL CERTIFICATE CUSTOMERS)

1. Cascade will not disconnect residential service for nonpayment if a customer enters into a written time-payment plan. Cascade will offer customers a choice of payment agreements. At a minimum, the customer may choose between a levelized payment plan and an equal payment arrearages plan.

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RULE 5 DISCONTINUATION OF SERVICE

<u>TIME-PAYMENT AGREEMENTS FOR RESIDENTIAL SERVICE (NON MEDICAL CERTIFICATE CUSTOMERS)</u> (continued)

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- 2. A customer who selects a levelized-payment plan will pay a down payment equal to the average annual bill including the account balance, divided by twelve, and a like payment each month for eleven months thereafter.
 - a. Cascade shall periodically review the monthly installment plan. If necessary, due to changing rates or variations in the amount of service used by the customer, the installment amount may be adjusted to bring the account into balance within the time period specified in the original agreement.
 - b. If a customer changes service address at any time during the period of a time-payment agreement, provided that payments are then current and the customer pays other tariff charges associated with the change in residence, Cascade shall recalculate the customer's deposit and/or monthly installment. The recalculated amount shall reflect the balance of the account at the previous service address and the average annual bill at the new service address for the months remaining in the original time-payment agreement. When installments on a time-payment agreement have not been kept current, a customer shall be required to pay all past-due installments, together with any other applicable charges before service is provided at the new residence.
- 3. A customer who selects an equal payment arrearages plan will pay a down payment equal to one-twelfth the amount owed for past gas service (including the overdue amount and any amounts owed for a current bill or a bill being prepared but not yet delivered to the customer). Each month, for the next eleven months, an amount equal to the down payment will be added to, and payable with, the current charges due for service. If a customer changes service address at any time during the period of an arrearages payment plan, the plan continues. However, the customer must pay any past-due charges and all other applicable charges before Cascade provides service at the new address.
- 4. Cascade and the customer may agree in writing to an alternate payment arrangement, provided Cascade first informs the customer of the availability of the payment terms set forth in this rule.
- 5. If a customer fails to abide by the time-payment agreement, Cascade may disconnect service after serving 15 days' notice.

RULE 17 ORDER OF PRIORITY FOR GAS SERVICE

GENERAL

The Company will exercise reasonable diligence to supply and deliver continuous natural gas service to all customers receiving firm service, as defined in Rule 2.

Should the Company's supply of gas or capacity be insufficient at any time or any location, for reasons other than force majeure (as defined in Company's Rule 16) to meet the full requirements of all customers, the Company will curtail service to customers in the inverse order of order of priority listed hereinafter. Such curtailment, when required, will be imposed to protect continuity of service first, to firm service customers, and more generally, to customers having a higher service priority.

ORDER OF PRIORITY

- 1. Residential customers (Schedule 101)
- 2. Commercial customers (Schedule 104)
- 3. General Industrial customers (Schedule 105)
- 4. Large Volume customers (Schedule 111)
- 5. Special contracts customers (Schedule 201)
- 6. General distribution system transportation service customers (Schedule 163)
- 7. Interruptible natural gas service customers (Schedule 170)

ADMINISTRATION OF CURTAILMENT

When the Company requires a curtailment due to either gas supply or capacity failures, the curtailment shall be imposed first on customers in the lowest order of priority category at the rate of 100% of each customer's requirements (excepting minor requirements for essential services as approved by Company) on a customer-by-customer basis and will then proceed to customers in the next lowest order of priority category, and so on, until sufficient volumes have been curtailed to bring remaining requirements into balance with available system supply.

The Company shall have the right to inspect the customer's gas consuming facilities and to review operating schedules for such facilities to determine customer's requirements and proper position in the order of priority. If the customer refuses such inspection, the customer will be assigned the lowest priority consistent with otherwise verifiable information.

Customer classifications referenced in the order of priority are defined in Company's Rule 2.

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RULE 17 ORDER OF PRIORITY FOR GAS SERVICE

CURTAILMENT NOTICE

The Company shall give as much advance notice as is reasonably possible for each curtailment order. In each curtailment order, the Company's curtailment and restoration notices, respectively, shall be given by telephonic communications, electronic communication, or personal contact by Company personnel to the customer's responsible representative and such order shall specify both the volumes to be curtailed and/or restored at the time that curtailment and/or restoration of customer's requirement is to be effective.

AUTHORIZED USAGE

The Authorized Usage of gas a customer may consume during a curtailment period may be an hourly amount determined by dividing the total authorized volumes for a given curtailment period by 24.

UNAUTHRORIZED USAGE CHARGES

An unauthorized usage charge may be imposed for all natural gas usage that exceeds the amount the Company authorized the customer to use during a curtailment period. The Unauthorized Usage Charge will be the higher of either \$1 per therm or 150% of the highest midpoint price for the day at NW Wyoming Pool, NW south of Green River, Stanfield Oregon, NW Canadian Border (Sumas), Kern River Opal, or El Paso Bondad supply price points (as published in "Gas Daily"), converted from dollars per dekatherms to dollars per therm by dividing by ten.

DISCONNECTION OF SERVICE

If a customer does not comply with the terms of the curtailment, the Company may disconnect that customer's service to enforce full compliance to the curtailment order. In the event of such disconnection, the customer requesting reconnection of service after the curtailment event must pay the actual cost incurred for reconnection of service prior to having service restored.

FORCE MAJUERE

In the event it should become necessary to curtail service due to force majeure conditions, the Company may curtail without notice or without reference to the priorities established herein. *See* Rule 16.

COMPANY'S LIABILITY

The Company shall not be liable to any customer for any claims, costs, loss, damage, including but not limited to damage to equipment or property arising out of, in connection with, or incident to the Company's curtailment of gas.

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SCHEDULE 111 LARGE VOLUME GENERAL SERVICE RATE

APPLICABILITY

Service under this schedule shall be for natural gas supplied for all purposes to customers having an annual fuel requirement of not less than 50,000 therms and where the customer's major fuel requirement is for process use.

RATE

Delivery Charge		\$0.165920	per therm
OTHER CHARGES:			
Schedule 177	Cost of Gas (WACOG)	\$0.431660	per therm
Schedule 191	Temporary Gas Cost Rate	(\$0.086110)	per therm
Schedule 192	Intervenor Funding	\$0.001310	per therm
Schedule 193	Conservation Alliance Plan	\$0.000000	per therm
Schedule 196	Oregon Earnings Sharing	\$0.000000	per therm
Schedule 197	Environmental Remediation Cost	\$0.000514	per therm
	Total	\$0.513294	per therm

SERVICE AGREEMENT

Customers receiving service under this rate schedule shall execute a service agreement for a minimum period of twelve consecutive months' use. The Annual Minimum Quantity is to be negotiated and included as part of the service agreement but in no case shall the Annual Minimum Quantity be less than 50,000 therms. The service agreement term shall be for a period not less than one year and the termination date of the service agreement in any year shall be September 30th.

ANNUAL DEFICIENCY BILL

In the event customer purchases less than the Annual Minimum Quantity as stated in the service agreement, customer shall be charged an Annual Deficiency Bill. Annual Deficiency Bill shall be calculated as the difference between the Annual Minimum Quantity less actual purchase or transport therms times the difference between the per therm rates effective in this schedule and any modifying schedules less the weighted average commodity cost of system supply gas as such costs are reflected in the Company's tariff.

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SCHEDULE 163 GENERAL DISTRIBUTION SYSTEM INTERRUPTIBLE TRANSPORTATION SERVICE

PURPOSE

This schedule provides interruptible transportation service on the Company's distribution system of customer- supplied natural gas. Service under this schedule is subject to entitlement and curtailment.

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APPLICABILTY

To be served on this schedule, the customer must have a service agreement with the Company. The customer must also have secured the purchase and delivery of gas supplies, which may include purchases from a third party agent authorized by the customer served on this schedule. Such agent, otherwise known as a marketer or supplier and hereafter referred to as supplier, nominates and transports natural gas to the Company's system on a Customer's behalf in the manner established herein.

RATE

A. Basic Service Charge

\$500.00 per month

B. **Distribution Charge** for All Therms Delivered Per Month

		Base Rate	Sch. 192	Sch. 196	Sch 197	Billing Rate	
First	10,000	\$0.12402	\$0.00131	\$0.00000	\$0.000514	\$0.125844	per therm
Next	10,000	\$0.11188	\$0.00131	\$0.00000	\$0.000514	\$0.113704	per therm
Next	30,000	\$0.10512	\$0.00131	\$0.00000	\$0.000514	\$0.106944	per therm
Next	50,000	\$0.06456	\$0.00131	\$0.00000	\$0.000514	\$0.066384	per therm
Next	400,000	\$0.03275	\$0.00131	\$0.00000	\$0.000514	\$0.034574	per therm
Over	500,000	\$0.01755	\$0.00131	\$0.00000	\$0.000514	\$0.019374	per therm

C. Commodity Gas Supply Charge

The Company will pass through to the customer served on this schedule all costs, if any, incurred for securing the necessary supply at the city gate excluding pipeline transportation charges.

D. Gross Revenue Fee

The total of all charges invoiced by Company shall be subject to a Gross Revenue Fee reimbursement charge to cover state utility tax and other governmental levies imposed upon the Company, as those fees and levies may be in effect from time to time.

First Revision of Sheet No. 163.2 Canceling Original Sheet 163.2

P.U.C. OR. No. 10

SCHEDULE 163 GENERAL DISTRIBUTION SYSTEM INTERRUPTIBLE TRANSPORTATION SERVICE

WAIVER OF FIRM GAS SUPPLY

Customers electing to provide their own gas supplies under this schedule in lieu of firm service waive protection from supply-failure curtailment of all of their requirements. The Company has no obligation to purchase or reserve gas supply or interstate pipeline capacity for customers electing to provide their own gas supplies and/or their own interstate pipeline capacity.

Customers electing to provide their own gas supplies under this schedule in lieu of firm system supply waive any right to automatically purchase firm supplies at some future date

Service under this Schedule is subject to curtailment per Rule 17 or entitlement as defined in this schedule.

SERVICE AGREEMENT

Service under this schedule requires an executed service agreement between the Company and the customer. The service agreement shall define the annual minimum quantity of gas to be delivered. The service agreement term shall be for a period not less than the period covered under the customer's gas purchase contract with the customer's supplier. However, in no event shall the service agreement be for less than one year and the termination date of the service agreement in any year shall be September 30th.

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First Revision of Sheet No. 163.3 Canceling Original Sheet 163.3

P.U.C. OR. No. 10

SCHEDULE 163 GENERAL DISTRIBUTION SYSTEM INTERRUPTIBLE TRANSPORTATION SERVICE

GAS SUPPLY

The customer served under this rate schedule must secure the purchase and delivery of gas supplies from a supplier.

SUPPLIER AND RELATED RESPONSIBILITIES

The customer must provide in writing to the Company the name and telephone number of its supplier who will have authority to nominate natural gas supplies on Company's distribution system for delivery on customer's behalf.

The supplier is the customer's designated representative who satisfies or undertakes the following transportation duties and obligations:

- 1. Submitting and/or receiving notices on behalf of a customer;
- 2. <u>Making nominations on behalf of a customer</u>. A nomination is a request to have a physical quantity of customer-owned gas delivered to a specific Company receipt point(s) for a specific gas day. Nominations are not considered final until confirmed by the Pipeline;
- 3. <u>Arranging for trades of imbalances on behalf of a customer as permitted under the terms and conditions herein established</u>. An imbalance is the difference between a confirmed nominations and the volume of gas actually used by or delivered to a customer served under this schedule for a defined period of time;
 - a. A <u>positive imbalance</u> exists when the volume of transportation gas confirmed for a Customer's account is greater than the volume of gas used.
 - b. A <u>negative imbalance</u> exists when the volume of Transportation gas confirmed for Customer's account is less than the volume of gas used; and,
- 4. <u>Performing operational and transportation-related administrative tasks on behalf of a customer</u> as the Company permits.

Unless the Company and customer otherwise agree, a customer shall select one supplier for each account at any given time.

Under no circumstances will the appointment of a supplier relieve a customer of the responsibility to make full and timely payments to the Company for all distribution service.

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First Revision of Sheet No. 163.7 Canceling Original Sheet 163.7

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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.

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.

First Revision of Sheet No. 163.8

Canceling

Original Sheet 163.8

P.U.C. OR. No. 10

SCHEDULE 163 GENERAL DISTRIBUTION SYSTEM INTERRUPTIBLE TRANSPORTATION SERVICE

UNAUTHORIZED USE OF GAS DURING CUTRAILMENTS OR ENTITLEMENT PERIODS (continued)

Customers served under this schedule shall pay Company for all unauthorized overrun or underrun quantities that exceed the percentage specified by the Company in its declared entitlement. For a general system or customer-specific declared entitlement period, such percentage will be: (i) in the Company's sole discretion 3 percent, or, in the case of a declared overrun entitlement period announced on the day it is to be in effect, 5 percent for that day (Stage I), 8 percent (Stage II) or 13 percent (Stage III) of a customer's entitlement as set forth above.

(D) (C)

A customer's usage of gas that exceeds the amount authorized by the Company during an entitlement period shall be considered an unauthorized overrun volume. The overrun charge that will be applied during any overrun entitlement period will equal the greater of \$1.00 per therm or 150% of the highest midpoint price for the day at NW Wyoming Pool, NW south of Green River, Stanfield Oregon, NW Canadian Border (Sumas), Kern River Opal, or El Paso Bondad supply pricing points (as published in Gas Daily), converted from dollars per dekatherms to dollars per therm by dividing by ten. The overrun charge will be in addition to the incremental costs of any supplemental gas supplies the Company may have had to purchase to cover such unauthorized use, in addition to the regular charges incurred in the Rate section of this Schedule and any other charges incurred per the terms and conditions established in this Schedule. The payment of an overrun penalty shall not under any circumstances be considered as giving customer the right to take unauthorized overrun gas or to exclude any other remedies which may be available to the Company to prevent such overrun. The charge that will apply during any underrun entitlement period will be \$1.00 per therm for any underrun imbalances.

NOTICE OF ENTITLEMENT (C)

The Company shall give as much advance notice as possible for each entitlement. The Company's entitlement periods as well as restoration notices shall be given by telephonic communications, electronic communication, or personal contact by Company personnel to the customer's responsible representative. A notice of entitlement period will include the parameters for gas consumption during said entitlement period.

(C)

TAX ADDITIONS

The rates named herein are subject to increases as set forth in Schedule 100 for Municipal Exactions.

SCHEDULE 170 INTERRUPTIBLE SERVICE

AVAILABILITY

This schedule is available for natural gas delivered for all purposes to customers having an annual fuel requirement of not less than 180,000 therms per year and where customer agrees to maintain standby fuel burning facilities and an adequate supply of standby fuel to replace the entire supply of natural gas delivered hereunder.

SERVICE

Service under this schedule shall be subject to curtailment by the Company when in the judgment of the Company such curtailment or interruption of service is necessary. Company shall not be liable for damages for or because of any curtailment of natural gas deliveries hereunder.

RATE

Delivery Charge		\$0.123090	per therm
OTHER CHARGES:			
Schedule 177	Cost of Gas (WACOG)	\$0.431660	per therm
Schedule 191	Gas Cost Rate Adjustment	(\$0.086110)	per therm
Schedule 192	Intervenor Funding Adjustment	\$0.001310	per therm
Schedule 193	Decoupling Mechanism Adjustment	\$0.000000	per therm
Schedule 196	Oregon Earnings Sharing	\$0.000000	per therm
Schedule 197	Environmental Remediation Costs	\$0.000514	per therm
All Therms per Month:	Total Per Therm Rate	\$0.470464	per therm

TERMS OF PAYMENT

Each monthly bill shall be due and payable fifteen days from the date of rendition.

TAX ADDITIONS

The rates named herein are subject to increases as set forth in Schedule 100 for Municipal Exactions.

SERVICE AGREEMENT

Service under this schedule requires an executed service agreement between the Company and the customer. The service agreement shall define the annual minimum quantity of gas to be delivered. The service agreement term shall be for a period not less than the period covered under the customer's gas purchase contract with the customer's supplier. However, in no event shall the service agreement be for less than one year and the termination date of the service agreement in any year shall be September 30th.

(continued)

(G)

SCHEDULE 170 INTERRUPTIBLE SERVICE

ANNUAL DEFICIENCY BILL

In the event a customer purchases less than the annual minimum quantity, as defined in the contract, the customer shall be charged an Annual Deficiency Bill. Annual Deficiency Bill shall be calculated by multiplying the difference between the Annual Minimum Quantity and the therms actually taken (Deficiency Therms) times the difference between the commodity rate in this Rate Schedule 170, as modified by any applicable rate adjustments, and the weighted average commodity cost of system supply gas as such costs are reflected in the Company's tariffs. If the Company curtailed or interrupted service, the Annual Minimum Quantity shall be reduced by a fraction, the numerator of which is the actual number of days or fraction thereof, service was curtailed and the denominator of which is 365.

CURTAILMENT

Service under this schedule is subject to curtailment as established in Rule 17.

(C)

SPECIAL TERMS AND CONDITIONS

Service under this schedule shall be rendered through one or more meters at a single point of delivery and may at the Company's option be rendered in conjunction with firm service to said customer.

GENERAL TERMS

Service under this rate 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 rate schedule apply to service under this rate schedule, and by all rules and regulations prescribed by regulatory authorities, as amended from time to time.

First Revision of Sheet 200.1 Canceling Original Sheet No. 200.1

P.U.C. OR. No. 10

SCHEDULE 200 VARIOUS MISCELLANEOUS CHARGES

APPLICABILITY

This schedule sets forth the provisions for various charges throughout these rules and regulations. The name and amount of the charges are listed below. The rules or rate schedules to which each charge applies are in parenthesis.

I. Reconnection Charge (Rule 5)

a. Standard, 8 a.m. and 5 p.m., Monday through Friday, excluding holidays \$32.00 b. After Hours between 5 p.m. and 9 p.m., Monday through Friday \$50.00

c. Same Business Day or on a Saturday, Sunday or holidays \$100.00

A reconnection charge will be required for reestablishment of service at the same address for the same person taking service, if service was disconnected at the customer's request or if it was disconnected involuntarily for reasons other than for Company initiated safety or maintenance.

II. Deposit for Meter Test - (Rule 8)

\$50.00

III. Field Visit Charge- (Rule 5)

\$10.00

A field visit charge may be assessed whenever Cascade visits a customer's address for the purpose of disconnecting service or reconnecting service and due to the customer's action is unable to complete the disconnection or reconnection.

IV. Late Payment Charge – (Rule 5)

0.3% annualized interest

A late payment charge at a rate determined by the Commission based upon a survey of prevailing market rates will be charged to the customer's current bill when the customer has a prior balance owing of \$200 or more.

V. Returned Payment Charge - (Rule 6)

\$10.00

A returned check fee of ten dollars (\$10.00) may apply for any payment returned unpaid.

VI. Modifying an Existing Service Line – (Rule 9)

(D)(N) (N)

(C)

• An Individual Employee

\$70.00 per hour

• Construction Crew

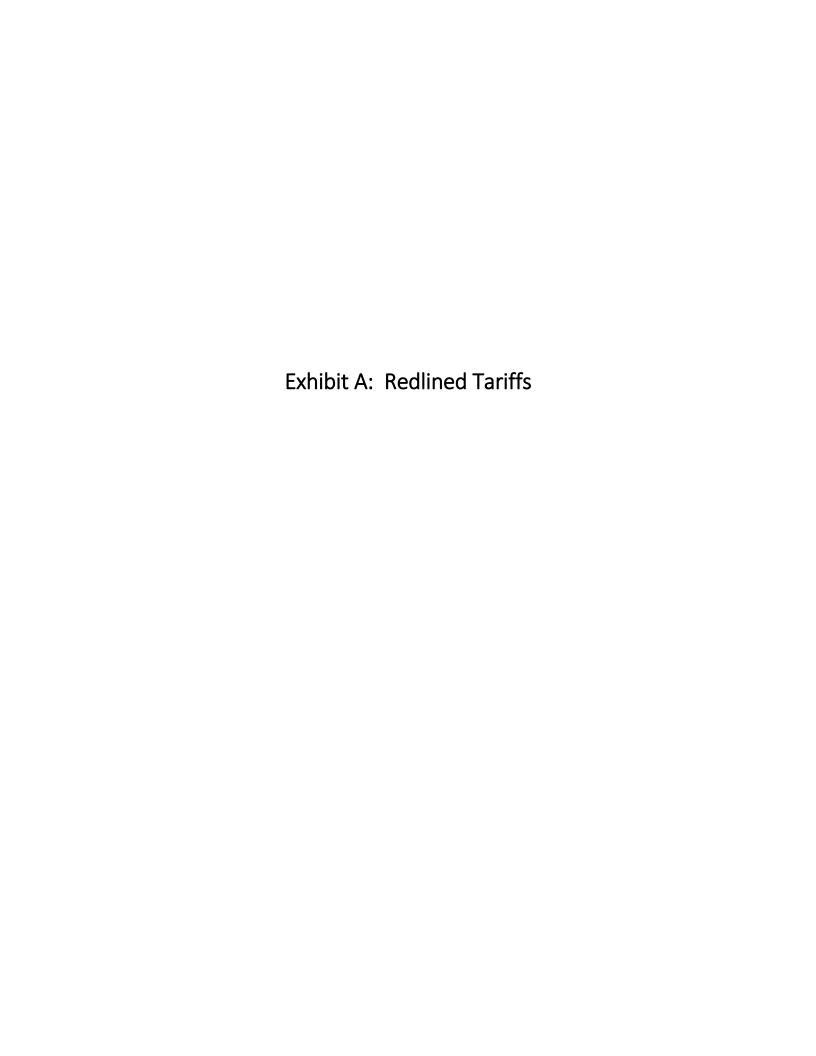
a. Time of Construction Crew

up to \$220.00 per hour

b. Cost of Materials required to open and close service connection trench, including asphalt replacement, if any.

(T) (D)

CNG/017-03-01 Issued March 24, 2017 Effective for Service on and after May 1, 2017



Original Sheet No. 2.1

P.U.C. OR. No. 10

RULE 2 DEFINITIONS

DEFINITIONS

When used in this Tariff the following terms shall have the meanings defined below:

- 1. <u>Applicant</u> A person, firm, or corporation that (1) applies for service; (2) reapplies for service at a new or existing location after service has been disconnected; or (3) has not met the requirements for becoming a customer as established in Rule 3.
- 2. BTU British Thermal Unit
- 3. <u>British Thermal Unit</u> The standard unit for measuring a quantity of thermal energy. One BTU equals the amount of thermal energy required to raise the temperature of one pound of water one degree Fahrenheit and is exactly defined as equal to 1,055.05585262 joules. 100,000 BTUs is equivalent to one therm.
- 4. Commission The Public Utility Commission of Oregon or otherwise referred to as OPUC.
- <u>5. Company</u> Cascade Natural Gas Corporation (Cascade) or its assigned agents acting through its duly authorized officers or employees within the scope of their respective duties.
- 5.6. Core Customer A core customer is one for whom the Company purchases and delivers natural gas.
- 6.7. Customer Any person, firm, or corporation that has:
 - a. Applied for, been accepted, and is currently receiving gas and, or distribution service from the Company under these Rules and Regulations at one location under one rate classification contract, or
 - b. Received gas or distribution service from the Company, and voluntarily terminated service within the past twenty days.
- 7.8. <u>Curtailment</u> An event when the Company must interrupt service to customers in accordance with Rule 17. <u>The amount of service reduction required and the length of time for any curtailment event is dependent upon the severity and geographical scope of the circumstances requiring the curtailment. A <u>Curtailment event may affect any level of service depending on the severity and geographical scope of the event.</u></u>

8.9. Customer Classifications:

- A. Residential Service to a single family dwelling, two family (duplex) dwelling or to an individual dwelling unit in a multiple family dwelling building for residential purposes including space heating, water heating, and cooking.
 - <u>Dwelling</u> A building designed exclusively for housing that contains permanent facilities for sleeping, bathing, and cooking. A dwelling may be a one family home, a duplex, a multiplex, but not including hotel or motel units that have no permanent kitchens.

First Revision of Sheet No. 2.1
Canceling

P.U.C. OR. No. 10 Original Sheet No. 2.2

RULE 2 DEFINITIONS

DEFINITIONS (continued)

Customer Classifications (continued)

- B. <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.
- C. <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).
- D. <u>Institutional</u> Service to a customer of a public character including but not limited to governmental buildings, colleges, schools, hospitals, clinics, institutions for the care or detention of persons, and similar establishments.
- E.D.Interruptible Gas An interruptible gas service 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.
- <u>F.E. Transportation</u> Transportation customers purchase their own natural gas and procure only distribution services from the Company.
- 9.10. Gas Day 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).
- 10. Essential Agricultural Use When gas is used: (1) for agricultural production, natural fiber production, natural fiber processing, food quality maintenance, irrigation pumping, crop drying; or (2) As a process fuel or feedstock in the production of fertilizer, agricultural chemicals, animal feed, or food which the Secretary of Agriculture determines is necessary for full food and fiber production.
- 11. <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.

First Revision of Sheet No. 2.1
Canceling

Original Sheet No. 2.3

P.U.C. OR. No. 10

RULE 2 DEFINITIONS

DEFINITIONS (continued)

- 12. <u>High Priority Use</u> High priority use is where continuity of gas service is considered in the public's best interest such as gas usage in a residence, school, hospital, or correctional facility, or for police or fire protection.
- <u>12. 13. Month</u> 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.
- <u>13.</u>
 - —Non-Core Customer 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.
- <u>14. 14.</u> <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.
- 1<u>45</u>. <u>Tariff</u> This Tariff, including all schedules, rules, regulations, and rates as they may be modified or amended from time to time.
- 156. Therm A unit of heating value equivalent to 100,000 BTUs.
- 1<u>76</u>. <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.

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

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RULE 5 DISCONTINUATION OF SERVICE

EMERGENCY MEDICAL CERTIFICATE FOR RESIDENTIAL SERVICE (continued)

- 4. A customer submitting a medical certificate is not excused from paying for gas service.
 - a. Customers are required to enter into a written time-payment agreement with Cascade where an overdue balance exists. Terms of the time-payment agreement shall be those set forth in this Rule 5 or other terms as agreed upon in writing between the parties.
 - b. Where financial hardship can be shown, a customer with a medical certificate shall be permitted to renegotiate the terms of a time-payment agreement with Cascade.
 - c. Time-payment arrangements in effect when a medical certificate terminates remain in effect for the balance then owing. If a customer fails to pay charges incurred after the certificate terminates, standard time-payment provisions (Rule 5) will apply to payment of the arrearage incurred after the medical certificate expires. The terms of the medical certificate time-payment plan continue to apply to the arrearage accrued during the disability.
- 5. If a medical certificate customer fails to enter into a written time-payment agreement within 20 days of filing the certificate or to abide by its terms, Cascade shall notify the Commission's Consumer Services Section of its intent to disconnect service and the reason for the disconnection. Cascade may disconnect service after providing a notice 15 days in advance of disconnection for nonpayment, or five days before disconnection for failure to enter into a written time-payment agreement. The notice shall comply with the requirements of Part I, Subsection 2, except that Subsection e shall not apply. A hearing may thereafter be held to determine whether Cascade should be permitted to disconnect service to the customer.
- 6. Cascade may verify the accuracy of a medical certificate. If Cascade believes a customer does not qualify, or no longer qualifies for a medical certificate, Cascade may apply to the Commission for permission to disconnect the customer's service.

TIME-PAYMENT AGREEEMENTS FOR RESIDENTIAL SERVICE (NON MEDICAL CERTIFICATE CUSTOMERS)

1. Cascade will not disconnect residential service for nonpayment if a customer enters into a written time-payment plan. Cascade will offer customers a choice of payment agreements. At a minimum, the customer may choose between a levelized payment plan and an equal payment arrearages plan.

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P.U.C. OR. No. 10 Original Sheet No. 5.7

RULE 5 DISCONTINUATION OF SERVICE

TIME-PAYMENT AGREEEMENTS FOR RESIDENTIAL SERVICE (NON MEDICAL CERTIFICATE CUSTOMERS) (continued)

- 2. A customer who selects a levelized-payment plan will pay a down payment equal to the average annual bill including the account balance, divided by twelve, and a like payment each month for eleven months thereafter.
 - a. Cascade shall periodically review the monthly installment plan. If necessary, due to changing rates or variations in the amount of service used by the customer, the installment amount may be adjusted to bring the account into balance within the time period specified in the original agreement.
 - b. If a customer changes service address at any time during the period of a time-payment agreement, provided that payments are then current and the customer pays other tariff charges associated with the change in residence, Cascade shall recalculate the customer's deposit and/or monthly installment. The recalculated amount shall reflect the balance of the account at the previous service address and the average annual bill at the new service address for the months remaining in the original time-payment agreement. When installments on a time-payment agreement have not been kept current, a customer shall be required to pay all past-due installments, together with any other applicable charges before service is provided at the new residence.
- 3. A customer who selects an equal payment arrearages plan will pay a down payment equal to one-twelfth the amount owed for past gas service (including the overdue amount and any amounts owed for a current bill or a bill being prepared but not yet delivered to the customer). Each month, for the next eleven months, an amount equal to the down payment will be added to, and payable with, the current charges due for service. If a customer changes service address at any time during the period of an arrearages payment plan, the plan continues. However, the customer must pay any past-due charges and all other applicable charges before Cascade provides service at the new address.
- 4. Cascade and the customer may agree in writing to an alternate payment arrangement, provided Cascade first informs the customer of the availability of the payment terms set forth in this rule.
- 5. If a customer fails to abide by the time-payment agreement, Cascade may disconnect service after serving 15 days' notice.

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Frist Revision of Sheet No. 17.1

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P.U.C. OR. No. 10

Original Sheet No. 17.1

RULE 17 ORDER OF PRIORITY FOR GAS SERVICE

GENERAL

The Company will exercise reasonable diligence to supply and deliver continuous natural gas service to all customers receiving firm service, as defined in Rule 2.

Should the Company's supply of gas or capacity be insufficient at any time or any location, for reasons other than force majeure (as defined in Company's Rule 16) to meet the full requirements of all customers, the Company will curtail service to customers in the inverse order of order of priority listed hereinafter. Such curtailment, when required, will be imposed to protect continuity of service first, to firm service customers, and more generally, to customers having a higher service priority.

ORDER OF PRIORITY

- 1. Residential customers.
- 2. Firm Service Commercial and institutional customers as follows:
 - a. Commercial and institutional customers served under Rate Schedules 104 and 105;
 - b. Commercial or institutional customers served on other firm service rate schedules;
 - c. Agricultural service customers including customers who use gas for agricultural production, natural fiber production or processing, food processing, food quality maintenance, and irrigation pumping, and where gas is used as a process fuel or feedstock in the production of fertilizer, agricultural chemicals, animal feed, or food; and
 - d. High priority use customers where the continuity of gas service is considered in the public's best interest such as gas usage in a school, hospital, correctional facility or for police or fire protection.
- 3. Firm Service Industrial customers using gas as feedstock in a process in which natural gas is used as a raw material and as plant protection requirements of lower priority customers.
- 4. Firm Service Industrial customers with consumption of less than 1,000 therms per day.
- 5. Firm Service Industrial customers with consumption of more than 1,000 therms per day but less than 10,000 therms per day.
- 6. Industrial customers with consumption of more than 10,000 therms per day, including customers receiving service on Schedule 201, Special Contracts.
- 7. General distribution system interruptible transportation service customers.
- 8. Customers receiving interruptible natural gas service.
- 1. Residential customers (Schedule 101)
- 2. Commercial customers (Schedule 104)
- 3. General Industrial customers (Schedule 105)
- 4. Large Volume customers (Schedule 111)

CASCADE NATURAL GAS CORPORATION

Frist Revision of Sheet No. 17.1
Canceling

P.U.C. OR. No. 10 Original Sheet No. 17.2

- 5. Special contracts customers (Schedule 201)
- 6. General distribution system transportation service customers (Schedule 163)
- 7. Interruptible natural gas service customers (Schedule 170)

Frist Revision of Sheet No. 17.1
Canceling

P.U.C. OR. No. 10 Original Sheet No. 17.3

RULE 17 ORDER OF PRIORITY FOR GAS SERVICE

ADMINISTRATION OF CURTAILMENT

When the Company requires a curtailment due to either gas supply or capacity failures, the curtailment shall be imposed first on customers in the lowest order of priority category at the rate of 100% of each customer's requirements (excepting minor requirements for essential services as approved by Company) on a customer-by-customer basis and will then proceed to customers in the next lowest order of priority category, and so on, until sufficient volumes have been curtailed to bring remaining requirements into balance with available system supply.

In the event that only a partial curtailment of total volumes in any category or sub category is required and to the degree it is possible, such curtailment will be rotated among customers in each category from one curtailment period to the next to prevent any one customer in a certain category from being curtailed to a greater extent than other customers in that same category.

The Company shall have the right to inspect the customer's gas consuming facilities and to review operating schedules for such facilities to determine customer's requirements and proper position in the order of priority. If the customer refuses such inspection, the customer will be assigned the lowest priority consistent with otherwise verifiable information.

Customer classifications referenced in the order of priority are defined in Company's Rule 2.

Frist Revision of Sheet No. 17.1

Canceling

P.U.C. OR. No. 10

Original Sheet No. 17.4

RULE 17 ORDER OF PRIORITY FOR GAS SERVICE

CURTAILMENT NOTICE

The Company shall give as much advance notice as <u>is reasonably</u> possible for each curtailment order. but in no event will the Company provide less than two hours' notice unless prevented from doing so by force majeure conditions. In each curtailment order, the Company's curtailment and restoration notices, respectively, shall be given by telephonic communications, electronic communication, or personal contact by Company personnel to the customer's responsible representative and such order shall specify both the volumes to be curtailed and/or restored at the time that curtailment and/or restoration of customer's requirement is to be effective.

AUTHORIZED USAGE

The Authorized Usage of gas a customer may consume during a curtailment period may be an hourly amount determined by dividing the total authorized volumes for a given curtailment period by 24.

FIRM SERVICE BILLING ADJUSTMENT

The monthly bill for any firm service customer curtailed by the Company for a reason contained in this Rule shall be adjusted for the entire month in which curtailment occurred. The total amount due will be reduced by an amount equal to fifty percent of the difference between the amount of the gas bill for such month as determined under the Rate Schedule the customer's regular billings are rendered and the amount that the customer would have been billed that month per Schedule 170, Interruptible Service. Such billing adjustment shall be provided as a reduction of the customer's monthly billing for the month in which the curtailment was experienced. No billing adjustment will be made in the event curtailment of firm service by Company is necessary due to force majeure conditions as defined in Company's Rule 16. (continued)

Frist Revision of Sheet No. 17.1

Canceling

P.U.C. OR. No. 10

Original Sheet No. 17.5

RULE 17 ORDER OF PRIORITY FOR GAS SERVICE

UNAUTHRORIZED USAGE CHARGES

A customer served on a transportation or interruptible rate, who uses more gas than the Company allows during a curtailment period, if any, will incur an overrun charge as established in the rate schedule under which that customer receives service.

UNAUTHRORIZED USAGE CHARGES

An unauthorized usage charge may be imposed for all natural gas usage that exceeds the amount the Company authorized the customer to use during a curtailment period. The Unauthorized Usage Charge will be the higher of either \$1 per therm or 150% of the highest midpoint price for the day at NW Wyoming Pool, NW south of Green River, Stanfield Oregon, NW Canadian Border (Sumas), Kern River Opal, or El Paso Bondad supply price points (as published in "Gas Daily"), converted from dollars per dekatherms to dollars per therm by dividing by ten.

DISCONNECTION OF SERVICE

If a customer does not comply with the terms of the curtailment, the Company may disconnect that customer's service to enforce full compliance to the curtailment order. In the event of such disconnection, the customer requesting reconnection of service after the curtailment event must pay the actual cost incurred for reconnection of service prior to having service restored.

FORCE MAJUERE

In the event it should become necessary to curtail service due to force majeure conditions, the Company may curtail without notice or without reference to the priorities established herein. *See* Rule 16.

COMPANY'S LIABILITY

The Company shall not be liable to any customer for any claims, costs, loss, damage, including but not limited to damage to equipment or property arising out of, in connection with, or incident to the Company's curtailment of gas.

The Company shall not be liable for damages or otherwise to any customer for failure to deliver gas that may be curtailed pursuant to this order of priority of firm service.

P.U.C. OR. No. 10 Original Sheet 111.1

SCHEDULE 111 LARGE VOLUME GENERAL SERVICE RATE

APPLICABILITY

Service under this schedule shall be for natural gas supplied for all purposes to customers having an annual fuel requirement of not less than 50,000 therms and where the customer's major fuel requirement is for process use.

RATE

Delivery Charge		\$0.165920	per therm
OTHER CHARGES:			
Schedule 177	Cost of Gas (WACOG)	\$0.431660	per therm
Schedule 191	Temporary Gas Cost Rate	(\$0.086110)	per therm
Schedule 192	Intervenor Funding	\$0.001310	per therm
Schedule 193	Conservation Alliance Plan	\$0.000000	per therm
Schedule 196	Oregon Earnings Sharing	\$0.000000	per therm
Schedule 197	Environmental Remediation Cost	\$0.000514	per therm
	Total	\$0.513294	per therm

CONTRACT SERVICE AGREEMENT

Customers receiving service under this rate schedule shall execute a contract service agreement for a minimum period of twelve consecutive months' use. The Annual Minimum Quantity is to be negotiated and included as part of the contract—service agreement but in no case shall the Annual Minimum Quantity be less than 50,000 therms. The service agreement term shall be for a period not less than one year and the termination date of the service agreement in any year shall be September 30th.

ANNUAL DEFICIENCY BILL

In the event customer purchases less than the Annual Minimum Quantity as stated in the contractservice agreement, customer shall be charged an Annual Deficiency Bill. Annual Deficiency Bill shall be calculated as the difference between the Annual Minimum Quantity less actual purchase or transport therms times the difference between the per therm rates effective in this schedule and any modifying schedules less the weighted average commodity cost of system supply gas as such costs are reflected in the Company's tariff.

First Revision of Sheet No. 111.1

Canceling

P.U.C. OR. No. 10 Original Sheet 111.2

SCHEDULE 111 LARGE VOLUME GENERAL SERVICE RATE

TERMS OF PAYMENT

Each monthly bill shall be due and payable within fifteen days from the date of rendition.

TAX ADDITIONS

The rates named herein are subject to increases as set forth in Schedule 100 for Municipal Exactions.

GENERAL TERMS

Service under this rate 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 rate schedule apply to service under this rate schedule, and by all rules and regulations prescribed by regulatory authorities, as amended from time to time.

Canceling

P.U.C. OR. No. 10 Original Sheet 163.1

SCHEDULE 163 GENERAL DISTRIBUTION SYSTEM INTERRUPTIBLE TRANSPORTATION SERVICE

PURPOSE

This schedule provides interruptible transportation service on the Company's distribution system of customer- supplied natural gas. Service under this schedule is subject to entitlement and pre-emption (all of which are defined below in this schedule).

APPLICABILTY

To be served on this schedule, the customer must have a service agreement with the Company. The customer must also have secured the purchase and delivery of gas supplies, which may include purchases from a third party agent authorized by the customer served on this schedule. Such agent, otherwise known as a marketer or supplier and hereafter referred to as supplier, nominates and transports natural gas to the Company's system on a Customer's behalf in the manner established herein.

RATE

A. Basic Service Charge

\$500.00 per month

B. **Distribution Charge** for All Therms Delivered Per Month

		Base Rate	Sch. 192	Sch. 196	Sch 197	Billing Rate	
First	10,000	\$0.12402	\$0.00131	\$0.00000	\$0.000514	\$0.125844	per therm
Next	10,000	\$0.11188	\$0.00131	\$0.00000	\$0.000514	\$0.113704	per therm
Next	30,000	\$0.10512	\$0.00131	\$0.00000	\$0.000514	\$0.106944	per therm
Next	50,000	\$0.06456	\$0.00131	\$0.00000	\$0.000514	\$0.066384	per therm
Next	400,000	\$0.03275	\$0.00131	\$0.00000	\$0.000514	\$0.034574	per therm
Over	500,000	\$0.01755	\$0.00131	\$0.00000	\$0.000514	\$0.019374	per therm

C. Commodity Gas Supply Charge

The Company will pass through to the customer served on this schedule all costs, if any, incurred for securing the necessary supply at the city gate excluding pipeline transportation charges.

D. Gross Revenue Fee

The total of all charges invoiced by Company shall be subject to a Gross Revenue Fee reimbursement charge to cover state utility tax and other governmental levies imposed upon the Company, as those fees and levies may be in effect from time to time.

Canceling

P.U.C. OR. No. 10 Original Sheet 163.2

SCHEDULE 163 GENERAL DISTRIBUTION SYSTEM INTERRUPTIBLE TRANSPORTATION SERVICE

WAIVER OF FIRM GAS SUPPLY

Customers electing to provide their own gas supplies under this schedule in lieu of firm service waive protection from supply-failure curtailment of all of their requirements. The Company has no obligation to purchase or reserve gas supply or interstate pipeline capacity for customers electing to provide their own gas supplies and/or their own interstate pipeline capacity.

Customers electing to provide their own gas supplies under this schedule in lieu of firm system supply waive any right to automatically purchase firm supplies at some future date. Requests for firm service shall be subject to the effects on service availability or costs to other customers and may require a charge to offset any incremental costs of acquiring additional firm supplies.

<u>Service under this Schedule is subject to curtailment per Rule 17 or entitlement as defined in this schedule.</u>

Service under this Schedule is subject to entitlement, curtailment and pre emption as defined below:

- 1) Entitlement. During an entitlement, a customer served on this Schedule is required to control gas usage to be within a specified threshold percentage as determined by the Company. A customer who fails to comply with an entitlement order will incur additional charges, as established below in this Schedule.
- 2) <u>Curtailment</u>. A curtailment is when the Company must interrupt any or all of the service to customers, in accordance with the term and conditions established in Rule 17. A curtailment event may affect any level of service depending on the severity and geographical scope of the event. A Customer who fails to comply with a curtailment order will incur additional charges as established below in this Schedule; and
- 3) <u>Pre-emption</u>. Pre-emption is when a customer served under this schedule is required to make its gas available to the Company for a price, to the extent the Company determines it is necessary to maintain service to customers with higher service priorities as defined in Rule 17.

SERVICE AGREEMENT

Service under this schedule requires an executed service agreement between the Company and the customer. The service agreement shall define the annual minimum quantity of gas to be delivered. The service agreement term shall be for a period not less than the period covered under the customer's gas purchase contract with customer's supplier. However, in no event shall the service agreement be for less than one year and the termination date of the service agreement in any year shall be September 30th. SERVICE CONTRACT

Service under this schedule requires an executed contract between the Company and the customer.

A.—Contract Term

The contract term shall be for a period not less than the period covered under the customer's gas purchase contract with customer's supplier. However, in no event shall the contract be for less than one year and the termination date of the contract in any year shall be September 30th. (continued)

Canceling

P.U.C. OR. No. 10 Original Sheet 163.3

SCHEDULE 163

GENERAL DISTRIBUTION SYSTEM INTERRUPTIBLE TRANSPORTATION SERVICE

SERVICE CONTRACT (continued)

- B.—Required Content
 - 1.—The service contract shall state the annual minimum quantity of gas to be delivered:
 - 2. The service contract shall state the maximum daily volume of gas to be delivered under this distribution system capacity schedule; and
 - 3. The annual minimum charge is to be negotiated and included as part of contract between Company and customer, and may be in addition to amounts otherwise due under this schedule.

GAS SUPPLY

The customer served under this rate schedule must secure the purchase and delivery of gas supplies from a supplier.

SUPPLIER AND RELATED RESPONSIBILITIES

The customer must provide in writing to the Company the name and telephone number of its supplier who will have authority to nominate natural gas supplies on Company's distribution system for delivery on customer's behalf.

The supplier is the customer's designated representative who satisfies or undertakes the following transportation duties and obligations:

- 1. Submitting and/or receiving notices on behalf of a customer;
- 2. <u>Making nominations on behalf of a customer</u>. A nomination is a request to have a physical quantity of customer-owned gas delivered to a specific Company receipt point(s) for a specific gas day. Nominations are not considered final until confirmed by the Pipeline;
- 3. Arranging for trades of imbalances on behalf of a customer as permitted under the terms and conditions herein established. An imbalance is the difference between a confirmed nominations and the volume of gas actually used by or delivered to a customer served under this schedule for a defined period of time;
 - a. A <u>positive imbalance</u> exists when the volume of transportation gas confirmed for a Customer's account is greater than the volume of gas used.
 - b. A <u>negative imbalance</u> exists when the volume of Transportation gas confirmed for Customer's account is less than the volume of gas used; and,
- 4. <u>Performing operational and transportation-related administrative tasks on behalf of a customer</u> as the Company permits.

Unless the Company and customer otherwise agree, a customer shall select one supplier for each account at any given time.

<u>Under no circumstances will the appointment of a supplier relieve a customer of the responsibility to</u> make full and timely payments to the Company for all distribution service.

Canceling

P.U.C. OR. No. 10 Original Sheet 163.4

SCHEDULE 163 GENERAL DISTRIBUTION SYSTEM INTERRUPTIBLE TRANSPORTATION SERVICE

SUPPLIER AND RELATED RESPONSIBILITIES (continued)

Under no circumstances will the appointment of a supplier relieve a customer of the responsibility to make full and timely payments to the Company for all distribution service.

Each supplier must meet any applicable registration and licensing requirements established by law or regulation. The Company shall have the right to establish reasonable financial and non- discriminatory credit standards for qualifying suppliers. Accordingly, in order to serve customers on the Company's system, the supplier shall provide the Company, on a confidential basis, with audited balance sheet and other financial statements, such as annual reports to shareholders and 10-K reports, for the previous three years, as well as two trade and two banking references. To the extent that such annual reports and 10-K reports are not publicly available, the supplier shall provide the Company with a comparable list of all corporate affiliates, parent companies and subsidiaries. The supplier shall also provide its most recent reports from credit reporting and bond rating agencies. The supplier shall be subject to a credit investigation by the Company. The Company will review the supplier's financial position periodically.

If the supplier fails to comply with or perform any of the obligations on its part established in this schedule including but not limited to failure to deliver gas, pay bills in a timely manner, execute an upstream transportation capacity assignment, or, in general, act in good faith on behalf of the customer, the Company maintains the right to terminate the supplier's eligibility to act as a supplier on the Company's system.

NOMINATIONS

A customer served on this schedule is required to report estimated gas supply requirements for the upcoming month at least by the 15th day of the current month, in order to provide the Company with information for gas supply acquisition purposes. Such estimate shall include any scheduled down time or increased production time.

A customer served on this schedule is required to report estimated gas requirements daily to the Company's gas scheduling department at least thirty-two hours prior to the beginning of each gas day, as defined in Rule 2, unless other arrangements are agreed upon in writing with the Company. Such estimated requirement shall be considered as customer's daily nomination. Such daily nomination will separately identify gas quantities, if any, pursuant to obligations established below, as well as the customer's current estimated gas requirement at customer's facility (excluding gas provided to the transporting pipeline for compression and line loss "fuel"). In the event Company's supplier determines that the customer's actual consumption is out of balance with the customer's nomination, the supplier shall inform the customer of the adjustments necessary to get back in balance. Changes to a customer's daily nomination are allowed during the gas day provided the change is communicated to the Company one hour prior to the upstream pipeline's re-nomination deadline.

Canceling

P.U.C. OR. No. 10 Original Sheet 163.5

SCHEDULE 163 GENERAL DISTRIBUTION SYSTEM INTERRUPTIBLE TRANSPORTATION SERVICE

NOMINATIONS (continued)

The Company shall have the right to adjust a customer's daily nominations when, in the Company's sole judgment, such action is necessary to bring into balance its system nominations as a receiving party on a pipeline system, or otherwise to maintain operational control or maintain the integrity of the Company's distribution system. The Company accepts customer purchased gas at the receipt point subject to customer's warranty that at the time of the Company's receipt, customer has good title to all gas received, free and clear from all liens, encumbrances and claims. Customer shall indemnify and hold Company harmless should a third party make any claims regarding customer's title to gas transported under this schedule. The supplier shall warrant that it has or will have entered into the necessary arrangements for the purchase of gas supplies which it desires the Company to transport to its customers, and that it has or will have entered into the necessary upstream transportation arrangements for the delivery of these gas supplies to the designated receipt point. The supplier shall warrant to the Company that it has good title to or lawful possession of all gas delivered to the Company at the designated receipt point on behalf of the supplier or the supplier's customers. The supplier shall indemnify the Company and hold it harmless from all suits, actions, debts, accounts, damage, costs, losses, taxes, and expenses arising from or out of any adverse legal claims of third parties to or against said gas supply.

The supplier shall be responsible for making all necessary arrangements and securing all required regulatory or governmental approvals, certificates or permits to enable gas to be delivered to the Company's system.

The Customer shall be deemed to be in control and possession of the customer purchased gas until the Company has accepted it at the receipt point. The Company shall be deemed to be in control or possession of the customer purchased gas until the equivalent therms are delivered to the customer at the delivery point.

Failure to report estimated gas transportation requirements or comply with the written arrangements may be considered as a zero nomination for such gas day and may result in the penalties as described below.

A customer served on this schedule is required to notify the Company's gas scheduling department in advance of operating changes that would cause actual gas day consumption to vary either up or down by 10% or more from the reported gas day estimate. Such notification may mitigate potential penalties but will not indemnify customer from the responsibility for penalties described in the section below entitled Imbalances.

First Revision of Sheet No. 163.6 Canceling

P.U.C. OR. No. 10 Original Sheet 163.6

SCHEDULE 163 GENERAL DISTRIBUTION SYSTEM INTERRUPTIBLE TRANSPORTATION SERVICE

IMBALANCES

Each customer served on this rate schedule shall be required to satisfy any monthly imbalance condition in the manner established below.

Upon notification by the Company that the customer has an imbalance greater than 5%, the customer will have 45 non-entitlement days to eliminate any such imbalance. The Company will bill the customer an imbalance penalty if the customer has not completely satisfied such imbalance condition. These non-entitlement penalties are \$10.00 per MMBtu on the imbalance over -the allowed tolerance on a monthly basis.

Under any agency established hereunder, the Company shall rely upon information concerning the applicable customer's distribution service which is provided by the designated representative. All such information shall be deemed to have been provided by the customer. Similarly, any notice or other information provided by the Company to the supplier concerning the provision of distribution service to such customer shall be deemed to have been provided to the customer. The customer shall rely upon any information concerning distribution service that is provided to the supplier as if that information had been provided directly to the customer.

The Company shall determine the customer's daily gas supply entitlement based upon customer's gas requirements forecast and resulting nomination after Company has considered any curtailment of pipeline or distribution system capacity constraints and gas supply constraints. Such daily gas supply entitlements shall include the summation of all gas supply options and optional balancing service daily volumetric level contracted for by the customer. The Company shall notify the supplier and/or customer in the event that the gas supply entitlement is less than the customer's gas nomination(s).

Penalties from upstream pipeline transporter and/or other costs incurred by Company as a result of a nomination imbalance or an unauthorized overrun will be passed on directly to those customer(s) or groups of customers whose take levels contribute to the imposition of the penalty. Such penalty shall be allocated among such customers, including Company's system supply customers, in proportion to the nomination imbalance or unauthorized overrun associated with each customer or group of customers.

PRIORITY OF NOMINATED GAS

The Company shall designate the daily volume of gas delivered to the customer under this schedule in the following sequence as applicable, unless other sequencing has been agreed to in writing by the Company:

Canceling

P.U.C. OR. No. 10 Original Sheet 163.7

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.

PRE-EMPTION

In the event the Company is required to curtail firm service customers the Company may automatically assign gas supply from Schedule 163 customers to priority 1 and 2 customers as defined in Rule 17.

In the event of such re assignment, the Company shall compensate affected customers served under this Schedule with a credit equal to the then current Cascade WACOG commodity rate for all volumes assigned plus a penalty credit of \$0.60 per therm on all but the first 5% of customer's daily entitlement under this schedule.

UNAUTHORIZED USE OF GAS DURING CURTAILMENTS OR ENTITLEMENT PERIODS

The Company may declare a curtailment or 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 customerspecific 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.
- <u>Underrun Entitlement</u> A condition whereby a customer served under this schedule is required to
 use the gas previously nominated and received on such Customer's behalf on a specified gas day.
- Overrun Entitlement A condition whereby a customer served under this Schedule is restricted to
 use no more than a percentage of such customer's acknowledged confirmations on a specified
 gas day.

First Revision of Sheet No. 163.8 Canceling

Original Sheet 163.8

P.U.C. OR. No. 10

SCHEDULE 163 GENERAL DISTRIBUTION SYSTEM INTERRUPTIBLE TRANSPORTATION SERVICE

UNAUTHORIZED USE OF GAS DURING CUTRAILMENTS OR ENTITLEMENT PERIODS (continued)

Customers served under this schedule shall pay Company for all unauthorized overrun or underrun quantities that exceed the percentage specified by the Company in its declared entitlement. For a general system or customer-specific declared entitlement period, such percentage will be: (i) in the Company's sole discretion 3 percent, or, in the case of a declared overrun entitlement period announced on the day it is to be in effect, 5 percent for that day (Stage I), 8 percent (Stage II) or 13 percent (Stage III) of a customer's entitlement as set forth above.

In the event of failure of customer's supplies or if capacity is pre empted for service entitled to higher priority customers (as defined in Rule 17), the Company may curtail deliveries to the customer or issue a system entitlement. A ccustomer's usage of gas that exceeds above the amount authorized by the Company during an entitlement period shall be considered an unauthorized overrun volume. The overrun charge that will be applied during any overrun entitlement period will equal the greater of \$1.00 per therm or 150% of the highest midpoint price for the day at NW Wyoming Pool, NW south of Green River, Stanfield Oregon, NW Canadian Border (Sumas), Kern River Opal, or El Paso Bondad supply pricing points (as published in Gas Daily), converted from dollars per dekatherms to dollars per therm by dividing by ten. The overrun charge will be in addition to the incremental costs of any supplemental gas supplies the Company may have had to purchase to cover such unauthorized use, in addition to the regular charges incurred in the Rate section of this Schedule and any other charges incurred per the terms and conditions established in this Schedule. The payment of an overrun penalty shall not under any circumstances be considered as giving customer the right to take unauthorized overrun gas or to exclude any other remedies which may be available to the Company to prevent such overrun. The charge that will apply during any underrun entitlement period will be \$1.00 per therm for any underrun imbalances.

NOTICE OF CURTAILMENT, ENTITLEMENT, OR PRE-EMPTION

The Company shall give as much advance notice as possible for each curtailment, entitlement, or preemption order (generally referred to in this Section as curtailment), but in no event will the Company provide less than two hours' notice unless prevented from doing so by Force Majeure conditions. The Company's curtailment entitlement periods and as well as restoration notices, respectively, shall be given by telephonic communications, electronic communication, or personal contact by Company personnel to the customer's responsible representative. and such notice of entitlement period will include the parameters for gas consumption during said entitlement period. order shall specify both the volumes to be curtailed and/or restored at the time that curtailment and/or restoration of customer's requirement is to be effective.

TAX ADDITIONS

The rates named herein are subject to increases as set forth in Schedule 100 for Municipal Exactions.

First Revision of Sheet No. 163.9

Canceling

P.U.C. OR. No. 10 Original Sheet 163.9

SCHEDULE 163 GENERAL DISTRIBUTION SYSTEM INTERRUPTIBLE TRANSPORTATION SERVICE

GENERAL TERMS

Service under this rate 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 rate schedule apply to service under this rate schedule, and by all rules and regulations prescribed by regulatory authorities, as amended from time to time.

Canceling

P.U.C. OR. No. 10 Original Sheet 170.1

SCHEDULE 170 INTERRUPTIBLE SERVICE

AVAILABILITY

This schedule is available for natural gas delivered for all purposes to customers having an annual fuel requirement of not less than 180,000 therms per year and where customer agrees to maintain standby fuel burning facilities and an adequate supply of standby fuel to replace the entire supply of natural gas delivered hereunder.

SERVICE

Service under this schedule shall be subject to curtailment by the Company when in the judgment of the Company such curtailment or interruption of service is necessary. Company shall not be liable for damages for or because of any curtailment of natural gas deliveries hereunder.

RATE

Delivery Charge		\$0.123090	per therm
OTHER CHARGES:			
Schedule 177	Cost of Gas (WACOG)	\$0.431660	per therm
Schedule 191	Gas Cost Rate Adjustment	(\$0.086110)	per therm
Schedule 192	Intervenor Funding Adjustment	\$0.001310	per therm
Schedule 193	Decoupling Mechanism Adjustment	\$0.000000	per therm
Schedule 196	Oregon Earnings Sharing	\$0.000000	per therm
Schedule 197	Environmental Remediation Costs	\$0.000514	per therm
All Therms per Month:	Total Per Therm Rate	\$0.470464	per therm

TERMS OF PAYMENT

Each monthly bill shall be due and payable fifteen days from the date of rendition.

TAX ADDITIONS

The rates named herein are subject to increases as set forth in Schedule 100 for Municipal Exactions.

SERVICE AGREEMENT

Service under this schedule requires an executed service agreement between the Company and the customer. The service agreement shall define the annual minimum quantity of gas to be delivered. The service agreement term shall be for a period not less than the period covered under the customer's gas purchase contract with the customer's supplier. However, in no event shall the service agreement be for less than one year and the termination date of the service agreement in any year shall be September 30th.

CONTRACT

Customers receiving service under this rate schedule shall execute a contract for a minimum period of twelve consecutive months' use. This contract shall state the maximum daily consumption of natural gas that Company agrees to deliver, as well as the annual minimum quantity.

First Revision of Sheet 170.2 Canceling

P.U.C. OR. No. 10 Original Sheet 170.2

SCHEDULE 170 INTERRUPTIBLE SERVICE

ANNUAL DEFICIENCY BILL

In the event a customer purchases less than the annual minimum quantity, as defined in the contract, the customer shall be charged an Annual Deficiency Bill. Annual Deficiency Bill shall be calculated by multiplying the difference between the Annual Minimum Quantity and the therms actually taken (Deficiency Therms) times the difference between the commodity rate in this Rate Schedule 170, as modified by any applicable rate adjustments, and the weighted average commodity cost of system supply gas as such costs are reflected in the Company's tariffs. If the Company curtailed or interrupted service, the Annual Minimum Quantity shall be reduced by a fraction, the numerator of which is the actual number of days or fraction thereof, service was curtailed and the denominator of which is 365.

CURTAILMENT

Service under this schedule is subject to curtailment as established in Rule 17. Customer usage of gas above the amount authorized by the Company during a curtailment period shall be considered an unauthorized overrun volume. The overrun charge that will be applied during any overrun entitlement period will equal the greater of \$1.00 per therm or 150% of the highest midpoint price for the day at NW Wyoming Pool, NW south of Green River, Stanfield Oregon, NW Canadian Border (Sumas), Kern River Opal, or El Paso Bondad supply pricing points (as published in "Gas Daily"), converted from dollars per dekatherms to dollars per therm by dividing by ten. The overrun charge will be in addition to the incremental costs of any supplemental gas supplies the Company may have had to purchase to cover such unauthorized use, in addition to the regular charges incurred in the Rate section of this Schedule and any other charges incurred per the terms and conditions established in this Schedule. The payment of an overrun penalty shall not under any circumstances be considered as giving customer the right to take unauthorized overrun gas or to exclude any other remedies which may be available to the Company to prevent such overrun. The charge that will apply during any underrun entitlement period will be \$1.00 per therm for any underrun imbalances.

SPECIAL TERMS AND CONDITIONS

Service under this schedule shall be rendered through one or more meters at a single point of delivery and may at the Company's option be rendered in conjunction with firm service to said customer.

GENERAL TERMS

Service under this rate 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 rate schedule apply to service under this rate schedule, and by all rules and regulations prescribed by regulatory authorities, as amended from time to time.

Canceling

P.U.C. OR. No. 10

Original Sheet No. 200.1

SCHEDULE 200 VARIOUS MISCELLANEOUS CHARGES

APPLICABILITY

This schedule sets forth the provisions for various charges throughout these rules and regulations. The name and amount of the charges are listed below. The rules or rate schedules to which each charge applies are in parenthesis.

I. Reconnection Charge (Rule 5)

a. Standard, 8 a.m. and 5 p.m., Monday through Friday, excluding holidays

\$32.00

b. After Hours between 5 p.m. and 9 p.m., Monday through Friday

\$50.00

c. Same Business Day or on a Saturday, Sunday or holidays

\$100.00

A reconnection charge will be required for reestablishment of service at the same address for the same person taking service, if service was disconnected at the customer's request or if it was disconnected involuntarily for reasons other than for Company initiated safety or maintenance.

II. Deposit for Meter Test - (Rule 8)

\$50.00

III. Field Visit Charge- (Rule 5)

\$10.00

A field visit charge may be assessed whenever Cascade visits a customer's address for the purpose of disconnecting service or reconnecting service and due to the customer's action is unable to complete the disconnection or reconnection.

IV. Late Payment Charge – (Rule 5)

0.3% annualized interest

A late payment charge at a rate determined by the Commission based upon a survey of prevailing market rates will be charged to the customer's current bill when the customer has a prior balance owing of \$200 or more.

V. Returned Payment Charge - (Rule 6)

\$10.00

A returned check fee of ten dollars (\$10.00) may apply for any payment returned unpaid.

VI. Modifying an Existing Service Line: Residential Excess Flow Valves — (Rule 9)

a. Installation of an Excess Flow Valve:

\$38.00

- The customer will be responsible for any maintenance or replacement costs that may be incurred due to the excess flow value. Such cost shall be based upon time and materials.
- a. Time of Construction Crew
- b. Modifying an Existing Service Line:

An individual employee

\$70.00 per hour

• Time of Construction Crew

up to \$220.00 per hour

- Cost of Materials required to open and close service connection trench, including asphalt replacement, if any.
- Installation of the Excess Flow Valve

\$38.00



AGREEMENT FOR NATURAL GAS SERVICE WITH CASCADE NATURAL GAS CORPORATION (Oregon)

This Agreement For Natural Gas Service ("Agreement") dated (date), between CASCADE NATURAL GAS CORPORATION (the "Company") and (customer name) (the "Customer"), establishes the following terms and conditions. Company and Customer may hereinafter be referred to separately as "Party" or jointly as "Parties".				
PARTIES' INFORMATION: For purposes of contract renewal, cancellation, or revision, the contact for the Company and Customer, respectively, are as follows:				
Company: Cascade Natural Gas Corporat 8113 W Grandridge Blvd Kennewick, Washington 9933 Attn: Phone: Cell: Email:	cion 6	Customer's Service Address: Name Address City, OR Zip Account No.: XXXXXXXXX Attn: Phone: Cell: Email:		
AGREEMENT TERM: This Agreement will have a primary term beginning on (date) and ending September 30, (year). This Agreement shall renew automatically each September 30 th for a 12-month term unless the Company or the Customer provides the other party written notice of that party's election to terminate the Agreement at least 90 days prior to the end of the initial or any subsequent term.				
This Agreement supersedes and cancels the prior agreement executed by the parties on: (date/or none).				
NATURE OF TRANSPORTATION SERVICE: Service under this Agreement shall be consistent with the terms and conditions as established in the following rates schedule on which the Customer receives service. The schedules are a part of the Company's Tariff.				
 □ Schedule 111, Large Volume General Service □ Schedule 170, Interruptible Service □ Schedule 163, Transportation Service 				
CONTRACT VOLUMES: The Customer agrees to pay the Company in accordance with the terms and conditions established in the schedule identified above, on which the Customer is receiving service, for the Annual Minimum Quantity, and established below:				
ANNUAL MINIMUM QUANTITY	ANNUAL MINIMUM QUANTITY Therms per12-month period			

CUSTOMER RESPONSIBILITY: Customers served under Schedule 163 must provide 110-120 v power at the meter location for the Company's use to power the telemetry equipment.

CONSTRAINT PERIODS: All service classes are subject to curtailment. The terms and conditions, as well as penalties for unauthorized use of gas during a curtailment period, are established in the Company's Oregon Tariff.

Transportation Customers (Schedule 163) may be subject to entitlements; the terms of which, as well as penalties for unauthorized use during an entitlement period, are established in the Company's Oregon Tariff.

NOTICES FOR CONSTRAINTS: All notices for curtailments and entitlements shall be issued to the first available Customer representative as identified below. The Customer is required to notify the Company immediately if any of the information below changes:

Customer Contacts for Curtailment/Entitlement

Customer Representative to Notify	Work Phone	Cell Phone	Email	Home Phone	Fax

APPLICABLE RULES AND TARIFFS: This Agreement is subject to all rules and regulations as established in the Company's Tariff, as filed with the Commission. The Tariff, which is subject to change from time to time, is by reference part of this Agreement and is available at www.cngc.com.

Parties herewith execute this Agreement:

COMPANY	CUSTOMER
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date: