

**BEFORE THE  
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION**

In the Matter of the Petition of

TREE TOP, INC., a Washington  
Corporation,

Complainant

v.

CASCADE NATURAL GAS  
CORPORATION, a Washington  
Corporation,

Respondent

DOCKET UG-210745

**CASCADE NATURAL GAS CORPORATION  
RESPONSE TESTIMONY OF CHRISTOPHER ROBBINS  
Exhibit CR-3**

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*Cascade's Tariff Schedule 663*

**May 12, 2022**

RECEIVED FEB 06, 2019, WA. UT. & TRANS. COMM. ORIGINAL UG-190083

**CASCADE NATURAL GAS CORPORATION**

**Nineteenth Revision Sheet No. 663**

**WN U-3**

**Canceling  
Eighteenth Revision of Sheet No. 663**

**SCHEDULE 663  
DISTRIBUTION SYSTEM TRANSPORTATION SERVICE**

(T)  
(T)

**PURPOSE:**

This schedule provides transportation service on the Company's distribution system of customer-supplied natural gas. Service under this schedule requires the customer to secure both gas supply and pipeline transportation capacity services through third party arrangements. Service under this schedule is subject to entitlement and curtailment.

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**APPLICABILITY:**

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 a supplier, nominates and transports natural gas to the Company's system on a customer's behalf in the manner established herein.

**RATE:**

The rates set forth below are exclusive of fuel use requirements designed to cover distribution system lost and unaccounted for gas.

- A. Basic Service Charge: \$625.00 per month  
All customers receiving service under this schedule will be charged a monthly Basic Service Charge for each single-metered facility.
- B. Contract Demand (CD) Charge: \$0.20 per CD therm per day  
Contract Demand is the number of therms per day of distribution capacity the customer reserves on the Company's distribution system for delivery of the customer-supplied natural gas. The Company will determine each customer's CD which will be stated in the service agreement. Each monthly bill will include a charge that will be no less than the CD times the CD charge. The customer may be forced to curtail more gas than its CD rate if a curtailment per Rule 17 or entitlement as defined in this schedule is necessary, or Force Majeure circumstances per Rule 15 are experienced.
- C. System Balancing Charge:  
All Therms Delivered \$0.0004 per therm

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(K)  
(N)

(K) refers to text that was moved from Sheet No. 663 to 663-A.

(continued)

(T)

BY AUTH. OR ORDER OF WASH. UTILITIES & TRANSPORTATION COMM. DOCKET NO. UG-190083

CNG/W19-02-01  
Issued February 6, 2019

Effective for Service on and after  
March 29, 2019

**Issued by CASCADE NATURAL GAS CORPORATION**

By: 

Michael Parvinen

Director, Regulatory Affairs

RECEIVED MAR 18, 2020, WA. UT. & TRANS. COMM. ORIGINAL UG-200213  
SUB 04/09/20

**CASCADE NATURAL GAS CORPORATION**

**Seventh Revision Sheet No 663-A  
Canceling**

**WN U-3**

**Substitute Sixth Revision Sheet No. 663-A**

**SCHEDULE 663  
DISTRIBUTION SYSTEM TRANSPORTATION SERVICE**

(Continued from Previous Page)

**Rates (continued):**

D. Delivery Charge for all therms delivered per month

	<b>Margin</b>
First 100,000	\$0.05989
100,001-200,000	\$0.02303
200,001-500,000	\$0.01473
>500,000	\$0.00798

E. Gross Revenue Fee:

The total of all charges shall be subject to a Gross Revenue Fee of 4.362% to cover state utility tax and other governmental levies imposed upon the Company.

F. Fuel Use Requirements:

Customers served on Schedule 663 shall provide the Company with in-kind fuel for lost and unaccounted for gas on the Company's distribution system. The fuel use factor is 0.2479%.

All other terms and conditions of service shall be pursuant to the rules and regulations set forth in this Tariff.

**RATE ADJUSTMENTS:**

Service under this schedule is subject to various adjustments including Schedules 581, 582, 590, 593, 594, 595, 596 and 597. (C)

**TAX ADDITIONS:**

The rates named herein are subject to increases as set forth in Schedule 500, Municipal Taxes.

(continued)

(D)

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By:  Michael Parvinen

Director, Regulatory Affairs

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**CASCADE NATURAL GAS CORPORATION**

**WN U-3**

**Original Sheet No. 663-B**

**SCHEDULE 663  
DISTRIBUTION SYSTEM TRANSPORTATION SERVICE**

(N)

**TERM OF PAYMENT:**

Above rates are net. Each monthly bill shall be due and payable fifteen (15) days from the date of rendition. Past due balances will be subject to a late payment charge.

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(T)(M)

**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.

(T)(M)

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.

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(D)

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

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**SERVICE AGREEMENT:**

Service under this schedule requires an executed service agreement between the Company and the customer. The service agreement shall define the Contract Demand. 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 30<sup>th</sup>.

(T)(M)

**GAS SUPPLY:**

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

(T)(M)

(continued)

(M) denotes material moved from Sheet No. 663-A.  
(M) refers to conditions that were previously found in Rule 20.

(N)

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**CASCADE NATURAL GAS CORPORATION**

WN U-3

Original Sheet No. 663-C

**SCHEDULE 663  
DISTRIBUTION SYSTEM TRANSPORTATION SERVICE**

(N)  
(N)

**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. Making nominations on behalf of a customer. 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 nomination 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 positive imbalance exists when the volume of transportation gas confirmed for a Customer's account is greater than the volume of gas used.
  - b. A negative imbalance exists when the volume of transportation gas confirmed for a Customer's account is less than the volume of gas used; and,
4. Performing operational and transportation-related administrative tasks on behalf of a customer as the Company permits.

(T)(M)

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

(T)(M)

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.

(continued)

(M) refers to conditions formerly found in Rule 20.

(N)

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**CASCADE NATURAL GAS CORPORATION**

**WN U-3**

**Original Sheet No. 663-D**

**SCHEDULE 663  
DISTRIBUTION SYSTEM TRANSPORTATION SERVICE**

(N)

**SUPPLIER AND RELATED RESPONSIBILITIES: (continued)**

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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 (32) 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.

(T)(M)

(continued)

(M) refers to conditions formerly found in Rule 20.

(N)

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**CASCADE NATURAL GAS CORPORATION**

**WN U-3**

**Original Sheet No. 663-E**

**SCHEDULE 663  
DISTRIBUTION SYSTEM TRANSPORTATION SERVICE**

**NOMINATIONS: (continued)**

The Company shall have the right to adjust a customer's daily nominations when, in the Company's sole discretion, 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 of all liens, encumbrances and claims. Customer shall indemnify, defend, 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, defend, and hold the Company 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 terms are delivered to the customer at the delivery point.

Failure to report estimated gas transportation requirements or comply with requirements established in this schedule may result in a nomination being considered as a zero nomination for such gas day and may result in the penalties as described below.

(continued)

(M) refers to conditions formerly found in Rule 20.

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(N)





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**CASCADE NATURAL GAS CORPORATION**

WN U-3

Original Sheet No. 663-G

**SCHEDULE 663  
DISTRIBUTION SYSTEM TRANSPORTATION SERVICE**

(N)

**IMBALANCES: (continued)**

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.

(T)(M)

**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:

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

**AUTOMATIC ASSIGNMENT OF GAS SUPPLY DURING A CURTAILMENT:**

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

**UNAUTHORIZED USE OF GAS DURING ENTITLEMENT PERIODS:**

The Company may declare an entitlement period on any day the Company, in its sole discretion, reasonably determines a critical operational condition warrants the need. During 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:

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(continued)

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(N)

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**WN U-3**

**Original Sheet No. 663-H**

**SCHEDULE 663  
DISTRIBUTION SYSTEM TRANSPORTATION SERVICE**

**UNAUTHORIZED USE OF GAS DURING ENTITLEMENT PERIODS: (continued)**

- **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.

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.

A Customer’s gas usage that exceeds the amount the Company authorizes 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 the 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:**

The Company shall give as much advance notice as possible for each entitlement. The Company’s notices of 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 an entitlement period will include the parameters for gas consumption during said entitlement period.

(continued)

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**CASCADE NATURAL GAS CORPORATION**

**WN U-3**

**Original Sheet No. 663-I**

**SCHEDULE 663  
DISTRIBUTION SYSTEM 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.

(N)

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(T)(M)

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(N)

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