

**NORTHWEST NATURAL GAS COMPANY**

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## GENERAL RULES AND REGULATIONS

### Definitions.

The following terms have the meanings listed herein unless defined otherwise within a specific rule or schedule.

**Acknowledged Confirmations.** The Pipeline's confirmation of a Transportation Customer's specified quantity of gas for a specified Gas Day for delivery at specified Company Receipt Point(s).

**Allowance** (also referred to as Construction Allowance). The dollar credit which may be available to an Applicant or customer to offset the cost of construction of new Distribution Facilities. The amount of the allowance will vary by customer and type of equipment to be installed.

**AMR.** Automated meter reading, or automated meter reading device.

**Annual Sales WACOG.** The Company's annual weighted average commodity cost of gas, as determined in the Company's most recent Purchased Gas Cost Adjustment (PGA) Filing, and set forth in **SCHEDULE P** and **SCHEDULE 203** of this Tariff. Sometimes referred to as the Commodity Component.

**Applicant.** A person, business, or agency requesting the Company to supply natural gas service to a specific location, including those whose gas supplies will be provided from sources other than the Company. An applicant may also be an existing customer requesting additional Distribution Facilities.

**Authorized Supplier/Agent.** A third party agent authorized by an end-use Transportation Customer to nominate and transport Natural Gas to the Company's system on a Customer's behalf.

**Btu.** See British Thermal Unit.

**Balancing.** The process of equalizing receipts and deliveries of gas for a Transportation Customer.

**Balancing Period.** A period of time in which a Transportation Customer must eliminate or bring into allowed tolerance levels an Imbalance situation.

**Base Distribution Rate.** The non-commodity component of a sales service billing rate, before application of any temporary adjustments.

**British Thermal Unit (Btu).** A measure of energy. 100,000 Btu is equivalent to one Therm.

**Business Day.** A business day is Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. Pacific Standard Time (PST) except where such day falls on a holiday.

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GENERAL RULES AND REGULATIONS  
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**Definitions (continued):**

**Change in Responsible Party.** Any merger, consolidation, sale of assets or other similar transaction or series of transactions involving Customer, other than any such transaction or transactions following which the Customer or its shareholder(s), member(s) or owner(s) continue to own a majority of the combined voting power of the outstanding securities of the corporation or other entity surviving or succeeding to the business of the Customer.

**Commercial Customer Class.** Customers that use natural gas for space or water heating in an office or retail space, or where natural gas is used in equipment that primarily supports a commercial trade or other commercial purpose. For example, providing services, wholesale or retail trade, restaurants, agriculture, forestry, fisheries, transportation, communications, utilities, finance, insurance, real estate, clubs and hotels. Customers not included directly in other definitions will be classified in this category.

**Commission.** The Washington Utilities and Transportation Commission (WUTC) holding responsibility for state regulation of utility service in the state of Washington.

**Commodity Component.** The component of the billing rate that a Sales Service Customer pays for the physical natural gas supply procured by the Company under any of the Rate Schedules that provide for Sales Service. The Commodity Component is either Annual Sales WACOG or Winter Sales WACOG, adjusted for Revenue Sensitive Effects, (see Schedule P and **SCHEDULE 203**), or, where applicable, Monthly Incremental Cost of Gas.

**Company.** Northwest Natural Gas Company (NNG) acting through its duly authorized officers, employees or representatives within the scope of their respective duties.

**Construction Allowance.** See Allowance.

**Construction Contribution.** The amount an Applicant or customer will be required to pay toward the cost of construction of Distribution Facilities before service will be provided. A construction contribution is required when the cost of construction exceeds the Applicant's Allowance, or when an Applicant or customer requests special or additional facilities.

**Curtailed.** A condition when service to lower priority Sales Service Customers is fully or partially interrupted so that higher priority Sales Service Customers may be served under circumstances when there is a limited gas supply, when there is capacity limitation on the Company's system, or when Force Majeure conditions exist. Transportation customers may be curtailed when there is a capacity limitation on the Company's system or when Force Majeure conditions exist.

**Curtailed Discount.** A billing credit offered to Firm Service Customers whose gas service is curtailed for reasons other than Force Majeure.

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GENERAL RULES AND REGULATIONS  
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**Definitions (continued):**

**Curtailment Order.** The term used to refer to the Company's notification to Customers of a Curtailment condition. Only one Curtailment Order can be in effect at any one time.

**Customer Transfer Point.** The primary meter located at the Delivery Point; generally the meter at the interconnection between the Company's Distribution Facilities and Customer's House Line. Title and risk of loss to the gas shall pass from the Company to Customer at this point.

**Customer.** A person, business, or agency in whose name a service is rendered, as evidenced by the signature on an application, Special Contract, Service Agreement or Service Election Form on file with the Company. In the absence of a signed instrument, a Customer shall be identified by the receipt and payment of bills regularly issued in that name.

**Customer Charge.** A monthly charge designed to recover a portion of the fixed costs associated with serving Customers that is not directly related to gas usage or otherwise collected.

**Customer-Owned Gas.** Natural Gas procured by the Customer that is transported by the Company for Customer's own use. Title to Customer-Owned Gas is held by the Customer at all times, and Customer-Owned Gas is not a part of the Company's system supplies.

**Dekatherm (Dth).** A unit of heating value equivalent to 1,000,000 Btus. 1,000,000 Btus equals ten (10) therms, or, one dekatherm.

**Delivery Point.** The point at which gas leaves the Company's system and passes through the custody transfer meter installation at customer's facility.

**Distribution Capacity Charge.** A charge applicable to Firm Service Type Customers under Rate Schedules 42 and 43 that relates to the cost of providing firm service on the Company's Distribution System.

**Distribution Facilities.** Any combination of meters, regulators, valves, service piping, main piping, and associated equipment required to provide service to a customer or applicant.

**Distribution System.** The compilation of all of the Company's Distribution Facilities upon which Company and Customer-procured gas supplies are transported from the Receipt Point to the Delivery Point.

**Domestic.** Of or relating to the household.

**Dth.** See dekatherm.

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GENERAL RULES AND REGULATIONS  
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**Definitions (continued):**

**Entitlement.** A condition whereby a Transportation customer is restricted to use no more than, or is required to use the amount of customer's Acknowledged Nominations on a specified Gas Day, or during a specified Entitlement period. Entitlement may be declared by the Company upon receiving notice of Entitlement from the Pipeline, or due to operational difficulties on Company's system. See also Overrun Entitlement, and Underrun Entitlement.

**Essential Human Needs Customers.** Customers whose use of natural gas is required to provide space heat, or to fuel back-up electric generation required for the purpose of operating equipment necessary to support or sustain human life, and that absent the availability of natural gas, an immediate danger to the lives of persons that rely upon such Customer would exist.

**Excess Flow Valve (EFV).** A device installed in a natural gas service line pursuant to DOT 49 CFR Part 192, designed to limit the flow of gas in the event that the flow in the service line exceeds a pre-determined level.

**Extraordinary Conditions.** Conditions at the Applicant or Customer site or leading to the Applicant or Customer site which impact the company's costs to construct Distribution Facilities.

**Firm Sales Service.** Sales Service which the Company provides on a firm basis. The Company will exercise reasonable diligence and care to supply and deliver continuous service; provided, however, Company does not guarantee such continuity of service or sufficiency of quantity. See Interruptible Sales Service.

**Firm Transportation Service.** Transportation Service which the Company provides on a firm basis. Customer must secure firm or interruptible pipeline delivery service to the Receipt Point. The Company will exercise reasonable diligence and care to ensure continuous delivery of Customer-procured gas supply from the Receipt Point to the Delivery Point, but Company does not guarantee such continuity of service. See Interruptible Transportation Service.

**Force Majeure.** Unavoidable accident or casualty, extraordinary action of the elements, strikes, interruptions caused by government action or authority, litigation, or any cause beyond the reasonable control of the party claiming Force Majeure which could not have been prevented by the exercise of due diligence, or which could not otherwise reasonably be foreseen and guarded against. Force Majeure usually does not include required maintenance of Customer's facilities, plant closures, economic conditions, or variations in agricultural crop production.

**Gas Day.** A 24-hour period beginning daily at 7:00 a.m. Pacific Clock Time (PCT). The Company's gas day coincides with the Gas Day established by the Pipeline, and may change from time to time, upon approval of the Federal Energy Regulatory Commission (FERC).

**Gas Facilities Reimbursement Agreement.** A written agreement between the Company and an Applicant or Customer to provide Distribution Facilities under **SCHEDULE E**.

**House line.** The piping which extends from the custody transfer meter installation to gas-fired equipment, and which shall belong to and be installed and maintained by customer.

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GENERAL RULES AND REGULATIONS  
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**Definitions (continued):**

**Imbalance.** The difference between Acknowledged Confirmations and the volume of gas actually used by or delivered to a Transportation Customer within a Balancing Period. A positive imbalance exists when the volume of transportation gas confirmed for a Customer's account is greater than the volume of gas used. A negative imbalance exists when the volume of transportation gas confirmed for Customer's Account is less than the volume of gas used.

**Industrial Customers.** Customers engaged primarily in a process which creates or changes raw or unfinished materials into another form or product, including mining and manufacturing.

**Infill/Exfill Potential Analysis.** An analysis which gives economic and financial consideration to the potential for customer growth along and/or beyond a Main Extension in conjunction with a bona fide Applicant's request for service.

**Intermittent Loads.** Loads which, in the opinion of the Company, are subject to discontinued use for an unpredictable interval of time, which are served under **SCHEDULE 1**.

**Interruptible Customers.** Customers receiving gas deliveries under a rate schedule or contract that allows for interruptions of service under certain conditions.

**Interruptible Transportation Service.** Transportation Service which the Company provides on an interruptible basis. Customer must secure firm or interruptible pipeline delivery service to the Receipt Point. Interruptible Transportation Service is subject to Curtailment or Entitlement, or both.

**Main.** Piping and associated fittings that serves, or is expected to serve, as a common source of supply for more than one Service Line.

**Main Extension.** Piping and associated facilities required to extend service from the Company's existing Main facilities into an area not previously supplied to serve an Applicant.

**Marketer/Supplier.** A third party agent(s) authorized by an end-use Transportation Customer to Nominate and transport Natural Gas to the Company's system on the Customer's behalf.

**Mantle.** A hood made of some refractory material which, when placed over a flame, gives light by incandescence, and which is used as a billing determinant under **SCHEDULE 19**.

**Maximum Daily Delivery Volume (MDDV).** Company's maximum daily responsibility to customer. MDDV will be based on the known actual use, or estimated use, of customer's equipment to be served, as mutually agreed between Company and customer, and specified in customer's service agreement.

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GENERAL RULES AND REGULATIONS  
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**Definitions (continued):**

**Maximum Hourly Delivery Volume (MHDV).** Company's maximum hourly responsibility to Customer. MHDV will be based on the capacity of Customer's equipment to be served, as mutually agreed between Company and customer, and specified in Customer's service agreement.

**Monthly Incremental Cost of Gas.** The Commodity Component that shall be paid by a Customer that makes a Service Type Selection change from Firm Transportation Service or Interruptible Transportation Service to Firm Sales Service or Interruptible Sales Service at times where the Company's Annual Sales WACOG or Winter Sales WACOG choices are not available.

**Natural Gas.** A naturally occurring non-toxic mixture of hydrocarbon and non-hydrocarbon gasses found in porous geologic formations beneath the earth's surface.

**Nomination.** A request for delivery of a physical quantity of gas under a specific purchase, sale or Transportation Agreement for a given Gas Day or period.

**Non-Residential Customer.** Any Commercial or Industrial Customer.

**Orifice Meter.** A meter used for measuring large volumes of gas of uniform characteristics whereby the flow of gas is measured by recording the pressure differential across the pipe restriction.

**Overrun Entitlement.** A condition whereby a Transportation Service Customer is restricted to use no more than a percentage of such Customer's Acknowledged Confirmations on a specified Gas Day.

**Pipeline.** Northwest Pipeline Corporation.

**Pipeline Capacity Charge.** A charge applicable to Sales Service Customers served under Rate Schedules 41 and 42 that is designed to recover the cost of the delivery of natural gas from an interstate pipeline to the Company's Receipt Point.

**Preemption.** A condition wherein Transportation Customers are required to make their gas available to the Company, for a price, to the extent the Company determines that it is necessary to maintain service to Customers with higher service priorities.

**Premise.** The site upon which customer facilities are located and to which Natural Gas service is provided.

**Purchased Gas Adjustment (PGA) Filing.** The regulatory document filed with the Commission that supports the Company's request for rate changes under Schedule P, and for other changes to rates as the Commission may allow.

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GENERAL RULES AND REGULATIONS  
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**Definitions (continued):**

**Receipt Point.** The point at which gas enters Company's system from the Pipeline's interconnect.

**Residential Customer Class.** Single-family dwellings, separately metered apartments, condominiums or townhouses, and centrally metered multiple dwellings or apartments.

**Sales Service.** Gas Service to Customers that use Company procured gas supplies. This term does not include service to Customers that purchase Company procured gas supplies upstream of the Company's distribution system.

**Schedule C03.** Refers to Rate Schedule 3, Commercial Firm Sales Service.

**Schedule C41SF.** Refers to Rate Schedule 41, Commercial Firm Sales Service.

**Schedule C41TF.** Refers to Rate Schedule 41, Commercial Firm Transportation Service.

**Schedule C41SI.** Refers to Rate Schedule 41, Commercial Interruptible Sales Service.

**Schedule I41SF.** Refers to Rate Schedule 41, Industrial Firm Sales Service.

**Schedule I41TF.** Refers to Rate Schedule 41, Industrial Firm Transportation Service.

**Schedule I41SI.** Refers to Rate Schedule 41, Industrial Interruptible Sales Service.

**Schedule C42SF.** Refers to Rate Schedule 42 Commercial Firm Sales Service.

**Schedule C42TF.** Refers to Rate Schedule 42 Commercial Firm Transportation Service.

**Schedule C42SI.** Refers to Rate Schedule 42 Commercial Interruptible Sales Service.

**Schedule C42TI.** Refers to Rate Schedule 42 Commercial Interruptible Transportation Service.

**Schedule I42SF.** Refers to Rate Schedule 42 Industrial Firm Sales Service.

**Schedule I42TF.** Refers to Rate Schedule 42 Industrial Firm Transportation Service.

**Schedule I42SI.** Refers to Rate Schedule 42 Industrial Interruptible Sales Service.

**Schedule I42TI.** Refers to Rate Schedule 42 Industrial Interruptible Transportation Service.

**Schedule 43TF.** Refers to Rate Schedule 43 Firm Transportation Service.

**Schedule 43TI.** Refers to Rate Schedule 43 Interruptible Transportation Service.

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GENERAL RULES AND REGULATIONS  
(continued)

**Definitions (continued):**

**Service Installation Agreement.** A written agreement between Company and Applicant as provided under Schedule E.

**Service Line.** The piping which runs from the Main to the Delivery Point at the service site.

**Standby Service.** Service to equipment that is available in lieu of or as a supplement to the usual source of supply; or service to equipment that is used for the protection of equipment or commodity during cold weather.

**Storage Charge.** A charge applicable to Firm Sales Service Customers served under Rate Schedule 42 designed to recover the cost of storage facilities used to support Firm Sales Service on the Company's Distribution System.

**Tariff.** The published volume of schedules and general terms and conditions under which Natural Gas service will be provided.

**Temporary Adjustment.** The net amount by which the rates under a given Rate Schedule are to be adjusted on a temporary basis. Temporary Adjustments include amounts set forth in Schedule 201, and any other Schedules as may be approved by the Commission.

**Termination of Service.** The ending of the service relationship between a Customer and the Company effectuated by closing the Customer's service account at a specific Premise, by the Disconnection of Service at a Customer's Premise, or both.

**Therm.** A unit of heating value equivalent to 100,000 Btu. The amount of heat energy in approximately 100 cubic feet of Natural Gas. One therm equals 29.3 kilowatt hours of electricity at 100% conversion efficiency.

**Transportation.** The movement of customer-owned natural gas from the Pipeline Receipt Point through the Company's transmission and distribution system to a customer's Delivery Point(s).

**Transportation Service.** Service to Customers that use Customer procured gas supplies.

**Underrun Entitlement.** A condition whereby a Transportation Service Customer is required to use the gas previously nominated and received on such Customer's behalf on a specified Gas Day.

**Weighted Average Cost of Gas (WACOG).** See Annual Sales WACOG and Winter Sales WACOG. Sometimes referred to as the Commodity Component.

**Winter Sales WACOG.** The Company's weighted average commodity cost of gas for the winter period (October through March), as determined in the Company's most recent Purchased Gas Cost Adjustment (PGA) Filing, and set forth in Schedule P and Schedule 203 of this Tariff. Sometimes referred to as the Commodity Component.

**Year.** A period of twelve (12) consecutive billing months.

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GENERAL RULES AND REGULATIONS  
(continued)

**Rule 1. Service Application and Terms of Service.**

An application for service shall be made by Applicant(s) in writing or by verbal application. For Applicants with multiple service sites, separate applications shall be required for each site. Service will be furnished by Company, provided Applicant has met the credit criteria set forth in **Rule 2**; and where an application for service requires installation of Distribution Facilities, Applicant has first paid any amounts required under **Rule 12** or **Schedule E**. A contract will be deemed to be in effect upon Company acceptance of the application. The Company shall furnish service in accordance with the Schedules and Rules and Regulations of this Tariff, as approved and on file with the Commission.

The contract between Customer and Company, created by the acceptance of an application for gas service, shall continue in full force and effect for a term of not less than one Year, unless otherwise specified in a Rate Schedule or written service agreement, or until terminated by the Customer or by the Company as provided in the rules of this Tariff. Seasonal or temporary disconnection of service may be allowed under certain Rate Schedules, subject to the payment of charges as set forth in **Schedule C** of this Tariff.

The Rate Schedule election shall be made at the time of application. The Customer shall elect the Rate Schedule for which they fully qualify, and which is best suited to meet Customer's service requirements. The Company will assist Customer in electing the appropriate Rate Schedule based on the representations of the Customer at the time of application. The Company shall classify a Non-Residential Applicant as Commercial or Industrial based on the Customer-provided description of the business and applied natural gas use at the service address. Customer shall be responsible to notify the Company of any changes in installed equipment or service conditions that may warrant a change in Rate Schedule, a change in Customer class, or that necessitate construction, relocation, removal, or replacement of Distribution Facilities.

A Non-Residential Customer is responsible to notify the Company within ten (10) Business Days of any change in business name, change in the principals of the business, or of a sale or transfer of business ownership. In the event of a sale or transfer of ownership, the new owner will be considered an Applicant, and will have twenty (20) Business Days from the date of ownership to apply for service. If the business activity materially differs from the previous owner, a change in Rate Schedule or Service Type may be warranted and a new Service Election Form may be required.

The Provisions of Rule 2 shall apply in the event of any change in the principals of the business, or to any sale or transfer of ownership.

Company may examine Customer's equipment at any time, and Company shall have the right to discontinue or refuse service under a Rate Schedule if the Customer's equipment and use of gas are found not to entitle the Customer to continued service under that Rate Schedule.

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GENERAL RULES AND REGULATIONS  
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**Rule 1. Service Application and Terms of Service. (continued)**

Unless specifically allowed in a Rate Schedule, written Service Agreement, or Special Contract, or as otherwise permitted by the Company, Customer may not transfer from one Rate Schedule to another or change a Service Agreement or Special Contract for the purpose of obtaining more favorable rates, priority of service, or avoiding minimum charges, unless the minimum term of service has been met and appropriate notices have been received by the Company.

Any person(s) who use gas service prior to application and Company acceptance of same, shall be responsible to pay for service taken in accordance with the applicable Rate Schedule, provided that no other person(s) are known by Company to have responsibility for such service.

Notice to terminate gas service must be made by Customer to Company at its office no fewer than three (3) Business Days prior to the desired termination date. More than 3-days' notice may be required under certain Rate Schedules or written service agreements. Customer shall be liable for all gas supplied to the Premise named in the application until such termination notice is received.

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GENERAL RULES AND REGULATIONS  
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**Rule 2. Establishment of Credit.**

**RESIDENTIAL SERVICE:**

Before an application for service is accepted, Applicant shall establish credit standing. Credit standing for Residential service will be determined based on the criteria set forth in Chapter 480-90 of the Washington Administrative Code (hereinafter referred to as "WUTC Credit Rules").

Failure to establish satisfactory credit may be cause to require a deposit as set forth in **RULE 3**.

The re-establishment of credit or establishment of credit shall be considered to be complete if within one (1) year; (a) the account is current; (b) not more than two (2) disconnection notices were issued to the customer during the previous twelve (12) months; and (c) the Customer was not disconnected for non-payment during the previous twelve (12) months.

A Customer may be required to establish or re-establish credit under this General Rule where the conditions of service or the basis upon which credit was originally established have materially changed. For the purposes of this rule, a change is deemed to be material if it is important or in any manner influences or has influenced the Company's determination of a Customer's credit standing or manner of providing service.

The establishment or re-establishment of credit under this rule shall not relieve an Applicant or Customer from complying with the rules and regulations set forth in Chapter 480-90, of the Washington Administrative Code, including but not limited to, the prompt payment of bills and the discontinuance of service for nonpayment.

**NON-RESIDENTIAL SERVICE:**

The Company will not approve an application for service until the Applicant(s) has established satisfactory credit.

The establishment or re-establishment of credit under this General Rule shall not relieve an Applicant or Customer from complying with the Rules and Regulations established by the Commission, including but not limited to, the prompt payment of bills and the Discontinuance of Service for nonpayment.

If the principals of a corporation, partnership or other Non-Residential enterprise are substantially the same as those of another corporation, partnership or Non-Residential enterprise that either is or has at one time received Natural Gas service for a like business, then they will be deemed to be the same corporation, partnership or Non-Residential enterprise for the purposes of establishing credit standing under this **RULE 2**.

For purposes of this General Rule, in order to be considered substantially the same as those of another corporation, partnership or Non-Residential enterprise, the majority of the business ownership must be the same. Where there are only two principals, both principals must be the same in order to be considered substantially the same corporation, partnership, or Non-Residential enterprise.

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GENERAL RULES AND REGULATIONS  
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**Rule 10. Gas Delivery and Measurement.**

The Company shall be obligated to provide service under the Rate Schedules contained in this Tariff provided that, in the Company's sole judgment, adequate gas volumes for such service are available, and provided that adequate capacity exists in the Company's distribution system to accommodate such service.

The delivery of Natural Gas under this Tariff, contemplates service to a single consumer unit, on a single Premise, through one delivery and metering point; and customer's piping must all be brought to this point. The installation and use of sub-meters beyond the Delivery Point will not modify the Custody Transfer Point between the Company and Customer, and will not modify the respective liabilities in connection with custody transfer at the Delivery Point.

For the purpose of measuring the amount of gas supplied to and used by a Customer, the Company will select the meter or meter configuration that best fits the Customer's load and service requirements. The Company will install the meter(s) at the Customer's premises, at a point to be determined by and most convenient for the Company. Such meter or meters so installed shall be the sole medium of measurement of all gas supplied to Customer. The meter(s) supplied by the Company shall at all times remain the property of the Company.

The Company may require, at Customer's expense, that Customer provide active and continuous telephone service to the meter(s) to be used for billing purposes. Where the volume or type of use warrants, the Company may install telemetry equipment at Customer's Premise, and Customer shall pay the telemetry charge set forth in **Schedule 10**.

Customer shall protect the meter(s) supplied by the Company from damage or theft. Interference by anyone, except employees of the Company, with the meter or its connections, services, mains or other property of the Company, shall be unlawful.

In the event any meter fails to register the actual amount of gas supplied to a Customer, a bill will be rendered based on an estimation as set forth in General Rule 4 of this Tariff. Customer's account will be adjusted to reflect actual consumption data as soon as the information is available. If actual information cannot be obtained, then the estimated bill shall be deemed and considered a stated account.

No gas shall be re-metered or sub-metered by a customer for resale to another or others, except for gas purchased and delivered solely and explicitly for direct resale as Natural Gas for vehicular fuel. Additionally, the use of sub-meters for purposes of billing a Customer on more than one different Rate Schedule is not allowed. However, any sub-meters installed and used for billing purposes for Customers that were in place prior to July 1, 2004 may be grandfathered and allowed to continue at the Company's discretion until such time as the Customer further changes or terminates its service agreement or such agreement expires on its own terms, after which time, no new sub-metering arrangements for billing purposes will be allowed with respect to such Customer.

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GENERAL RULES AND REGULATIONS  
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**Rule 15. Curtailment Priority.**

If a Curtailment order is issued, as described in **RULE 16**, service to Customers shall be curtailed according to the curtailment priorities listed below, with Priority 5 Customers being curtailed first and Priority 1 Customers being curtailed last:

**Priority 5.**

All Interruptible Sales Service and Interruptible Transportation Service usage under Rate Schedules 32, 33, and Special Contracts.

Customers with a Combination Service Type having a Firm base block will be allowed to take Firm Service up to the Customer's Firm MDDV. Amounts in excess of the Firm MDDV may be considered unauthorized and subject to charges under Schedule C.

**Priority 4.**

All Interruptible Sales Service usage under Rate Schedule 31.

Customers with a Combination Service Type having a Firm base block will be allowed to take Firm Service up to the Customer's Firm MDDV. Amounts in excess of the Firm MDDV may be considered unauthorized and subject to charges under Schedule C.

**Priority 3.**

All Firm Sales Service and Firm Transportation Service usage under Rate Schedules 41, 42, 43 and Special Contracts. Firm Service to Essential Human Needs Customers will not be included in Priority 3 provided such Customers can reasonably be identified by the Company and the Curtailment condition allows the Company the ability to maintain continued service to such Customers.

Firm Service under a Combination Service Type may be prorated on an hourly basis.

**Priority 2.**

All Non-Residential usage under Rate Schedule 1 and Rate Schedule 3. Firm service to Essential Human Needs Customers will not be included in Priority 2 provided such Customers can reasonably be identified by the Company and the Curtailment condition allows the Company the ability to maintain continued service to such Customers.

**Priority 1.**

All Firm Residential usage and requirements of Firm Service Essential Human Needs Customers.

Service to Customers in each priority classification shall be curtailed in full or in part on a pro-rata or on a Customer-by-Customer basis, until sufficient volumes have been curtailed, in the Company's judgment, to balance available gas supply, sustain operational control, and/or maintain the integrity of all of portions of the Company's Distribution Facilities.

For purposes of Priority 3, unless a Customer has specified a maximum hourly delivery volume in the Customer's Service Election form, the hourly proration will equal 1/24 of the Customer's Firm MDDV.  
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**GENERAL RULES AND REGULATIONS**  
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**Rule 16. Curtailment of Service**

The Company shall curtail Sales or Transportation Services to Customers in set forth in **Rule 15** if the Company determines that Curtailment is required to maintain operational control and/or the integrity of the Company's distribution system, as well as to serve the requirements of all of the Company's Firm Service Customers, or when Curtailment is deemed necessary due to Force Majeure conditions.

Following each Annual Election, the Company will provide the emergency contact form to Customers that elected an Interruptible Service Type. The Company will use this information to notice Customers of Curtailment as provided in this General Rule. Any changes to an emergency contact must be reported within five (5) Business Days on the appropriate NW Natural form. The Company will ensure that the form is readily accessible for this purpose.

Company shall give as much notice as possible with respect to each instance of curtailment, but in no event less than two (2) hours, unless prevented by Force Majeure conditions Each Curtailment Order will specify the reason for the Curtailment, the service address to which the Curtailment Order applies, and the quantities of each particular service to be curtailed. If no quantity is specified, Customer shall curtail its gas use to zero therms. Each restoration notice will specify the time the restoration is to be instituted. Curtailment and restoration notices need not be in writing, but will be given to the authorized representative(s) designated by the Customer.

In the event that the Company is unable to provide notice of Curtailment either because a Customer's authorized emergency contact information on record with the Company is not current or because the Company is unable to reach any of the named authorized emergency contacts on record, all gas usage by the Customer within the Curtailment Period will be considered unauthorized and the Company will bill, and the Customer will be responsible to pay the charges as set forth in Schedule C on such unauthorized gas usage.

Customers shall be obligated to limit gas use to the quantities permitted under Curtailment Orders, and shall be responsible to take whatever steps are necessary to reduce or discontinue their gas usage to the level required in the Curtailment Order. Except as otherwise provided in this rule, the Company will not physically valve off or disconnect a Customer's gas service to reduce or stop Customer's gas use.

Any gas taken in excess of the quantity permitted by the Curtailment Order shall be deemed to be unauthorized. Customers shall pay for unauthorized quantities at the rate specified in **Schedule C**, in addition to all other charges otherwise applicable for the period in which the unauthorized quantity was used. In no event shall a Customer's payment for unauthorized quantities and the Company's acceptance of the payment be construed as giving Customer the right to take the gas, or preclude the Company from pursuing any other available remedies.

At the Company's discretion, any Customer that fails to comply with a Curtailment Order may be immediately physically disconnected or valved off. In such instance, the Customer shall pay a reconnection charge as set forth in **Schedule C**, in addition to any unauthorized overrun charges, before service will be restored. In exercising this provision, the Company will make reasonable effort to ensure that such action, if applicable to a Customer defined as an Essential Human Needs Customer, will not impose an immediate danger to persons whose lives depend upon the use of natural gas by such Customer.

(continue to Sheet 16.2)

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GENERAL RULES AND REGULATIONS  
(continued)

**Rule 16. Curtailment of Service (continued)**

Following a Curtailment Period, a Customer that is found to have violated a Curtailment Order may have all or part of their interruptible gas usage reassigned to a Firm Service Type for a minimum period of one Year upon notice five Business Days in advance of the effective date of the reassignment. All transfers will be effective on the first day of the next Billing Month. The portion to be transferred to Firm Service will be determined as the highest daily volume overrun in the Curtailment Period. A Customer that is involuntarily transferred to a Firm Service Type must demonstrate their ability to comply with a Curtailment Order to the Company's satisfaction before they will be approved to transfer back to an Interruptible Service Type. Any transfer requests must comply with all applicable Rate Schedule transfer and Service Election provisions of this Rate Schedule.

Two Curtailment Order violations by a single Customer within a 12-month period may be cause for the Company to involuntarily transfer the Customer to a Firm Service Type effective with the next Billing Month, and to deny any future requests for an Interruptible Service Type Selection to such Customer at that Premise.

A Curtailment Discount will be given on bills for any Firm Service Customer who is curtailed during the twelve (12) billing months ending June. The Curtailment Discount shall be applied in accordance with **Rule 17**.

The Company shall not be liable to Customers for any claim, costs, loss, or damage of any kind, including but not limited to, damages to equipment or property arising out of, in connection with, or incident to the Company's Curtailment of gas provided that Company shall have the continuing obligation to use reasonable diligence to purchase gas supplies in sufficient quantities to satisfy present and future requirements of Firm Sales Service Customers.

In the event Company determines that conditions so warrant, during any Curtailment period Customer-Owned Gas may be Pre-empted in the manner set forth in **Schedule T**.

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GENERAL RULES AND REGULATIONS  
(continued)

**Rule 20. Termination of Gas Service Account – By Customer.**

Customers taking service under Rate Schedules 1, 2, 3, and 19 may terminate their gas service account by giving no fewer than three (3) business days notice prior to the desired Termination date. Notice may be oral or in writing. Customer shall be liable for all gas supplied to the Premise named in the application until the Termination date.

Customers taking service under Rate Schedules 41, 42, 43 or under a Special Contract may terminate their gas service account by giving written notice in accordance with the terms of the Rate Schedule or Special Contract. Where no notice period is stated, or where Customer is electing to change Rate Schedules, the notice period will be one (1) billing month in advance of the desired Termination date. A termination on less than the required notice may be cause for the Company to bill, and for the Customer to pay, the total of all fixed charges due for each Billing Month within the required notice period, and the closing bill proration of Monthly Fixed Charges as described in General Rule 4 will not apply.

Any amounts held by Company on account of a Customer for deposits or for Construction Contribution refunds due and payable to Customer at the time the account is terminated will be credited to Customer's account balance, if any. Any remaining amounts will be refunded to Customer following the issuance of the closing bill. Any amounts owed to Company by Customer at the time the account is terminated will be reflected in the total balance due. If the closing bill reflects a credit balance, the credit amount will be refunded to Customer by check following the issuance of the closing bill. If the Customer has made a new service arrangement with the Company, such as applied for service under a new Rate Schedule, or applied for service at a new service address, any credit balance or balance due will be transferred to the account for the new service arrangement.

Closing bills will be issued as set forth in **Rule 4** of this Tariff.

The Company, in its sole discretion, may choose to leave the gas meter active following a voluntary termination of service by a Customer.

(continue to Sheet 21.1)

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**NORTHWEST NATURAL GAS COMPANY**  
WN U-6 Sixth Revision of Sheet C.1  
Cancels Fifth Revision of Sheet C.1

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**SCHEDULE C  
MISCELLANEOUS CHARGES**

**APPLICABLE:**

To all customers served by the Company under the Tariff of which this Schedule is a part.

**PURPOSE:**

To describe and summarize the charges which may apply to Customers in addition to the rates established in the Rate Schedule or service agreement under which Customer receives service.

**SUMMARY OF CHARGES:**

<b>Late Payment Charge</b>	1.0% of unpaid balance per payment period, but no less than \$1.00
<b>Charge for Payment Not Honored</b>	\$ 15.00 per incident
<b>Reconnect Charges</b>	
8:00 a.m. - 5:00 p.m. weekdays	\$ 25.00
After 5:00 p.m. and on weekends or holidays	\$ 50.00
<b>Service Restoration Charges – Curtailment Order</b>	
8:00 a.m. – 5:00 p.m. weekdays	\$ 150.00
After 5:00 p.m. and on weekends or holidays	\$ 600.00
<b>Field Collection Charge</b>	\$ 15.00
<b>Meter Interference</b>	Actual costs of damages, repairs and any additional or unusual costs or services directly related to the meter interference, plus the amount of unbilled gas determined to have been lost, plus applicable reconnect charges
<b>Unauthorized Use – failure to comply with Curtailment Order</b>	\$ 10.00 per therm
<b>Copies - Tariff Schedules</b>	\$ 0.10 per page
<b>Charge for Duplicate Check</b>	\$ 3.00 per request
<b>Special Automated Payment Charge</b>	\$ 2.50 per check

(continue to Sheet C.1.1)

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SCHEDULE C  
MISCELLANEOUS CHARGES  
(continued)

**DESCRIPTION OF CHARGES:**

**Charge For Meter Interference** (continued):

The amount of unbilled gas will be determined as the difference between what the meter registered at the time interference was discovered by the Company and the amount of gas Company estimates the customer would have used, based on previous usage history at the Premise, for the time period in question.

**Charge For Unauthorized Use.** A charge will be assessed on any gas taken by a Customer in excess of that allowed under a Curtailment Order. The Charge will be in addition to all applicable Rate Schedule charges on the gas volumes taken.

**Service Restoration Charges – Curtailment Order.** A charge will be assessed to restore service to an Interruptible Customer where the Customer is requesting that service be restored following disconnection due to Customer's failure to comply with a Curtailment Order. Before service will be restored, all amounts then due and payable, including the service restoration charge, must be paid to Company at the Company's offices prior to 5:00 p.m., or, upon prior arrangement between Company and Customer, shall be paid to the Company's representative at the time of visit.

**Charge For Copies Of Tariff Rate Schedules.** The Company will provide to any customer, upon request, a copy of the schedule(s) under which they currently receive service, free of charge.

A complete Tariff, or any portion thereof, will be provided to any individual or business enterprise requesting same, for an initial charge of \$0.10 per page. Tariff Change Notifications (TCN's) will be provided to those paying the initial charge at no additional cost.

(continue to Sheet C.4)

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**NORTHWEST NATURAL GAS COMPANY**  
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Cancels Fourth Revision of Sheet T.1

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SCHEDULE T  
CUSTOMER-OWNED  
NATURAL GAS TRANSPORTATION SERVICE

**SERVICE AVAILABILITY:**

Service under this Schedule is available on the Company's Distribution System to Non-Residential Customers in all territory served by the Company under the Tariff of which this Schedule is a part, provided that Customer has an approved Service Type Selection for Transportation Service under one of the following Rate Schedules: 41, 42, or 43.

**TERM OF SERVICE:**

The minimum term for the Transportation of Customer-Owned Gas supplies is as set forth in the applicable Rate Schedule under which the Customer shall pay for Transportation Service. Upon termination of Transportation Service, any Imbalances in gas receipts and deliveries will be cleared in accordance with the Imbalance buy-out provisions of this Schedule.

**PREREQUISITES TO SERVICE:**

1. A Customer must have a valid Service Election under the Rate Schedule under which Customer shall pay for Transportation Service.
2. A Customer must have the capability to receive notices via automatic electronic means acceptable by the Company. Customer must provide active and continuous telephone service to all meters to be used for billing purposes. The Company may require the installation of telemetry equipment at the Customer's Premise, subject to charges set forth in **SCHEDULE 10**.
3. Customer must have secured the purchase and delivery of gas supplies, which may include supplies secured from an Authorized Supplier/Agent) of their choosing.
4. The Company must receive the Customer's Authorized Supplier/Agent Form before the Company will accept any nominations on behalf of the Customer.

(continue to Sheet T.2)

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WN U-6 Eighth Revision of Sheet T.2  
Cancels Seventh Revision of Sheet T.2

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SCHEDULE T  
CUSTOMER-OWNED  
NATURAL GAS TRANSPORTATION SERVICE  
(continued)

**SERVICE DESCRIPTION:**

Service under this Schedule applies to the Transportation of Customer-Owned Gas supplies under applicable Rate Schedules or Special Contracts. Service under this Schedule does not include the use of Company's gas supplies, and does not apply to gas produced or stored within Company's service territory and/or transported by an intrastate pipeline or gathering system connected to Company's system. Customer-Owned Gas supplies must meet the gas quality specifications set forth in **Rule 11** of this Tariff.

The delivery sequence that will apply to combinations of Firm and Interruptible Sales and Transportation Service through a single Delivery Point is specified in the applicable Rate Schedule. .

The Transportation of Customer-Owned Gas is governed by the terms of this Schedule T, the applicable Rate Schedule, the Company's Nomination, Balancing and other operating procedures, as modified from time to time, the Customer's Service Type Selection as approved by the Company, any other Schedules that by their terms or by the terms of this Schedule apply to service under this Schedule, and by all rules and regulations prescribed by regulatory authorities, as amended from time to time. Any modifications to these documents will be made available to Customers as soon as practicable as they occur.

The Receipt Point for Customer-Owned Gas supplies shall be designated by the Company. If reasonably feasible, Company will accommodate a Customer's request to use a Receipt Point other than that designated by the Company. Transportation Customers shall hold the Company harmless from any damage caused by failure of Customer-Owned gas supplies to arrive at the Company's Receipt Point.

Customer-Owned Gas transported under this Schedule T is subject to Entitlement, Curtailment and Pre-emption.

(continue to Sheet T.3)

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**NORTHWEST NATURAL GAS COMPANY**

WN U-6

Third Revision of Sheet T.4

Cancels Second Revision of Sheet T.4

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SCHEDULE T  
CUSTOMER-OWNED  
NATURAL GAS TRANSPORTATION SERVICE  
(continued)

**BALANCING OF RECEIPTS AND DELIVERIES:**

Balancing of receipts and deliveries shall be accomplished on a daily basis to the extent possible. Cumulative Imbalances in receipts and deliveries will be carried over to the next Billing Month. If a Customer's cumulative Imbalance in any Billing Month is more than five percent (5%) above or below total Acknowledged Confirmations for that month, such Customer will be notified by the fifteenth (15<sup>th</sup>) day of the following Billing Month that the Imbalance exceeds the allowed tolerance, and such Customer will receive a minimum of forty-five (45) non-restricted days ("Balancing Period"), which may or may not be consecutive, from the date of notification by the Company to eliminate the Imbalance. A non-restricted day is any day where there is no Entitlement, Curtailment, or Pre-emption Order in effect.

If a Customer's cumulative Imbalance comes within the five percent (5%) tolerance, or if the balance is less than ten (10) therms, or the Imbalance has moved from negative to positive, or from positive to negative at the end of a Billing Month within a Balancing Period, that Balancing Period will end.

If by the end of the Balancing Period an Imbalance is not eliminated in a manner described above, Customer will be required to choose one of two options to clear the Imbalance.

Option 1. Pay a Balancing charge of \$1.00 per Therm on all Imbalance Therms and the Imbalance volumes will carry to the next Balancing Period. The Imbalance charge will be billed on the Customer's next monthly bill and will be due and payable in addition to Customer's normal charges.

Option 2. Buy out the Imbalance. If the Imbalance is negative, Customer may buy out the entire negative Imbalance volume by paying the Company a price per Therm that is the greater of: (a) the highest Monthly Incremental Cost of Gas calculated in accordance with Schedule 250 over the previous three (3) month period, or (b) 150% of the Company's current Annual Sales WACOG. If the Imbalance is positive, the Company will pay the Customer on all positive Imbalance volumes a price per Therm that is the lesser of: (a) the lowest Monthly Incremental Cost of Gas calculated in accordance with Schedule 250 over the previous three (3) month period, or (b) 50% of the Company's current Annual Sales WACOG.

Customer must notify the Company in writing of its intent to exercise Option 2 not later than the fifteenth (15<sup>th</sup>) day of the Billing Month in which imbalance charges would be assessed. If a Customer exercises Option 2 in the month following the end of a Balancing Period, such Customer's cumulative Imbalance will be eliminated, but such Customer will be responsible for the payment of any Balancing charge assessed for the prior period.

Balancing gas is not available when Entitlement, Curtailment or Pre-emption has been ordered, except, during an Entitlement, to the extent of the Threshold Percentage tolerance levels.

Imbalances incurred as a direct result of a meter error or malfunction shall be resolved on a case-by-case basis between the Company and the Customer. In such an event, Customer shall notify the Company prior to purchasing Imbalance volumes from third party suppliers. The Company shall not be responsible to Customer for any costs incurred should Customer fail to make such appropriate notification.

(continue to Sheet T-5)

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**NORTHWEST NATURAL GAS COMPANY**

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Fourteenth Revision of Sheet 103.1

Cancels Thirteenth Revision of Sheet 103.1

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**RATE SCHEDULE 3  
BASIC FIRM SALES SERVICE - NON-RESIDENTIAL**

**SERVICE AVAILABILITY:**

Service under this Rate Schedule is available on the Company's Distribution System to Non-Residential Customers in all territory served by the Company under the Tariff of which this Rate Schedule is a part, provided that the Company determines, in its sole judgment, that adequate supply and capacity exists to accommodate a Customer's service requirements.

Service under this Rate Schedule is not available to single-family Residential dwellings or separately metered apartments, condominiums or townhouses. Seasonal or temporary Discontinuance of Service is allowed subject to Special Provision 2 of this Rate Schedule.

Service under this Rate Schedule cannot be combined with service under any other Rate Schedule.

**SELECTION OF RATE SCHEDULE AND SERVICE TYPE:**

It is the responsibility of the Customer to select the Rate Schedule and Service Type that best meets the Customer's individual service requirements. A Customer's selection of service under this Rate Schedule is subject to the Company's approval as described in Special Provision 1 of this Rate Schedule, and in the Company's applicable policies and procedures.

**PRE-REQUISITES TO SERVICE:**

1. An application for service must be made in accordance with the provisions of General Rule 1 of this Tariff.
2. A Customer may be required to establish or re-establish credit under the terms and conditions of General Rule 2 of this Tariff.
3. A Customer may be required to pay the Company, in advance, for costs related to the Company's installation of any new or additional Distribution Facilities necessary to provide service to Customer under this Rate Schedule. See Schedule E.
4. When the installation of new or additional Distribution Facilities is necessary to provide service to Customer, the Company may require Customer enter into a written service agreement.
5. A New Customer must specify the Customer's selection for service under this Rate Schedule at the time the Customer initially applies for service with the Company.

**GENERAL OBLIGATIONS:**

The Company will bill a Customer and the Customer must pay the Company the rates according to the Monthly Rates section at the end of this Rate Schedule.

**SERVICE DESCRIPTION:**

Service under this Rate Schedule is Firm Sales Service to approved gas-fired equipment. A Customer with gas equipment installed for Standby Service, shall be subject to a minimum monthly bill obligation equal to the Standby Charge set forth in this Rate Schedule on all Therms of MHDV of that equipment. A Customer subject to the Standby Charge will be required to specify the MHDV of such standby equipment on their Service Election Form.

(continue to Sheet 103.2)

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WN U-6

Sixth Revision of Sheet 103.2

Cancels Fifth Revision of Sheet 103.2

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**RATE SCHEDULE 3**  
**BASIC FIRM SALES SERVICE - NON-RESIDENTIAL**  
(continued)**RATE SCHEDULE TRANSFERS:**

A transfer between Rate Schedules will be allowed upon one Billing Month advance notice to the Company. Any requests to also change the Service Type Selection must comply with the Provisions of "OUT-OF-CYCLE TRANSFERS FOR CERTAIN SERVICE TYPES" as set forth in the requested Rate Schedule. Customer eligibility for a Rate Schedule transfer is as follows:

New Customer. A Customer with an account for gas service to the Premise to be served by this Rate Schedule that was opened within the most recent 12 calendar months may transfer to any other Rate Schedule upon appropriate advance notice. Once a transfer is made, a second transfer cannot be made from that Rate Schedule until Customer has completed a minimum of 12 consecutive Billing Months. See Special Provision 3 of this Rate Schedule.

Existing Customer. A Customer that has fulfilled 12 months of continuous service under this rate schedule may voluntarily transfer to another Rate Schedule at any time upon appropriate advance notice. Once a transfer is made, a second transfer cannot be made from that Rate Schedule until Customer has completed a minimum of 12 consecutive Billing Months. See also Special Provision 3 of this Rate Schedule.

Involuntary Rate Schedule Transfer. A Customer that was involuntarily reassigned by the Company to this Rate Schedule for reasons related to the installation of an AMR device will be allowed to transfer back to the Rate Schedule from which they were transferred if within three Billing Months of the effective date of the transfer, Customer can show to the Company's satisfaction that the Customer has met the requirements for qualifications of that Rate Schedule. Unless otherwise agreed between the Customer and the Company, if no such showing is made, the Customer must fulfill 12 months of continuous service under this Rate Schedule to qualify to transfer as an existing Customer. See also Special Provision 3 of this Rate Schedule. An involuntary transfer due to failure to comply with a Curtailment Order is subject to the provisions set forth in General Rule 16 of this Tariff.

**SPECIAL PROVISIONS:**

1. Company Approval of Service. The Company's approval for service under this Rate Schedule will be based upon the Company's determination, in its sole judgment, that: (a) adequate supply and capacity is available to accommodate Customer's request, and (b) Customer has satisfactorily established or has satisfactorily re-established credit under the terms and conditions of General Rule 2 of this Tariff. For purposes of this Special Provision 1, any change in a Customer's Rate Schedule or Service Type will be deemed a change in condition of service.
2. Seasonal or Temporary Discontinuance of Service. A Customer that elects to discontinue the use of any gas-fired appliances served under this Rate Schedule on a seasonal or temporary basis will continue to be responsible to meet the minimum bill obligations under the Rate Schedule as long as the account status remains open. Any Customer that does not want to pay such charges may close the account. A Customer that closes an account on a seasonal or temporary basis and subsequently requests that the account be re-opened, shall pay restoration charges as set forth in **Schedule C** at the time Customer requests that the account be re-opened.
3. Out-of-Cycle Transfers To or From Another Rate Schedule. An Existing Customer may request to transfer to Schedule 41, 42 or 43 by submitting a Service Election Form to the Company. The terms and conditions for submission of a Service Election Form and for a transfer to one of the other available Rate Schedules are as set forth in the respective Rate Schedule. A Customer that voluntarily or involuntarily transfers to this Rate Schedule from a Transportation Service Type under a different Rate Schedule may be subject to Schedule 250 "Monthly Incremental Cost of Gas." A Customer that transfers April 1 from a Sales Service Type with Winter Sales WACOG as the Commodity Component will be billed Annual Sales WACOG.

(continue to Sheet 103.3)

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 Cancels Fourth Revision of Sheet 103.3

**RATE SCHEDULE 3  
 BASIC FIRM SALES SERVICE - NON-RESIDENTIAL  
 (continued)**

**GENERAL TERMS:**

Service under this Rate Schedule is governed by the terms of this Rate Schedule, the General Rules and Regulations 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.

**MONTHLY RATE:** Effective: January 1, 2009

The rates shown in this Rate Schedule may not always reflect actual billing rates. See **Schedule 200** for a list of applicable adjustments. Rates are subject to changes for purchased gas costs and technical rate adjustments.

<b>FIRM SALES SERVICE CHARGES (03 SF):</b>					<b>Billing Rates [1]</b>
<b>Customer Charge (per month):</b>					<b>\$15.00</b>
	<b>Base Rate</b>	<b>Pipeline Capacity</b>	<b>Commodity Component [2]</b>	<b>Temporary Adjustment</b>	
<b>Volumetric Charges (per therm):</b>					
Commercial	\$0.41758	\$0.11592	\$0.86464	\$0.00251	<b>\$1.40065</b>
Industrial	\$0.41757	\$0.11592	\$0.86464	\$0.00279	<b>\$1.40092</b>
<b>Standby Charge (per therm of MHDV) [3]:</b>					<b>\$5.00</b>

- [1] SCHEDULE C and SCHEDULE 10 Charges shall apply, if applicable.
- [2] The Commodity Component will be either Annual Sales WACOG or Monthly Incremental Cost of Gas.
- [3] Applies to Standby Sales Service only.

**Minimum Monthly Bill.** The Minimum Monthly Bill shall be any SCHEDULE C and SCHEDULE 10 Charges, plus:

- (a) **Firm Sales Service.** Customer Charge
- (b) **Firm Sales Standby Service.** Customer Charge, plus the greater of the Standby Service Charge X MHDV or actual Therms X Volumetric Charge

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WN U-6

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## RATE SCHEDULE 41 NON-RESIDENTIAL SALES AND TRANSPORTATION SERVICE

### **SERVICE AVAILABILITY:**

Service under this Rate Schedule is available on the Company's Distribution System to Non-Residential Customers in all territory served by the Company under the Tariff of which this Rate Schedule is a part, provided that the Company determines, in its sole judgment, that adequate supply and capacity exists to accommodate a Customer's service requirements. Service under this Rate Schedule cannot be combined with service under any other Rate Schedule.

### **SELECTION OF RATE SCHEDULE AND SERVICE TYPES:**

It is the responsibility of the Customer to select the Rate Schedule and Service Type (a Service Type Selection) that best meets the Customer's individual service requirements. A Customer's Service Type Selection is subject to the Company's approval as described in "SERVICE SELECTIONS – PROCESS AND PROCEDURE" of this Rate Schedule, and in the Company's applicable policies and procedures.

### **PRE-REQUISITES TO SERVICE:**

1. An application for service must be made in accordance with the provisions of General Rule 1 of this Tariff.
2. Any Customer may be required to establish or re-establish credit under the terms and conditions of General Rule 2 of this Tariff.
3. A Customer may be required to pay the Company, in advance, for costs related to the Company's installation of any new or additional Distribution Facilities necessary to provide service to Customer under this Rate Schedule. See Schedule E.
4. When the installation of new or additional Distribution Facilities is necessary to provide service to Customer, the Company may require Customer enter into a written service agreement.
5. A New Customer must submit a Service Election Form specifying the Customer's Service Type Selection at the time the Customer initially applies for service with the Company.
6. A Customer must have an approved Service Type Selection under this Rate Schedule;
7. The Company may require that Company-owned telemetry equipment be installed at Customer's Premise, subject to charges set forth in Schedule 10.
8. A Customer that requests or is required to install an AMR device must, at Customer's expense, provide active and continuous telephone service to the billing meter(s) at all times. The telephone service must be installed in accordance with the Company's specifications, and must be in place and activated in advance of the requested effective date of service.
9. Customers that elect Interruptible Sales Service, Firm Transportation Service, Firm Sales Service with Interruptible Sales Service, or Firm Sales Service with Firm Transportation Service must be able to receive notices via automatic electronic means acceptable to the Company.
10. Customers that elect an Interruptible Service Type must identify at least one authorized emergency contact that is accessible for notification 24-hours per day, 7-days per week and must notify the Company of any changes to the emergency contact as provided in this Rate Schedule, or at least annually upon Company request;

### **GENERAL OBLIGATIONS APPLICABLE TO EACH SERVICE TYPE:**

The Company will bill a Customer and the Customer must pay the Company the rates according to: (a) the Customer's Service Type Selection, and (b) other options selected as shown under the Monthly Rates section at the end of this Rate Schedule. Except as provided in General Rule 14 of this Tariff, no seasonal or temporary Discontinuance of Service is permitted for any Service Selection under this Rate Schedule. Should the same Customer close and reactivate an account at the same premise twice within a 24-month period, upon the second occurrence, the Company will bill the Customer the minimum monthly bill obligations for the months that service was inactive during the most recent 12-months. Upon a third occurrence, the Company may involuntarily transfer the Customer to Rate Schedule 3.

(continue to Sheet 141.2)

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**NORTHWEST NATURAL GAS COMPANY**

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**RATE SCHEDULE 41**  
**NON-RESIDENTIAL SALES AND TRANSPORTATION SERVICE**  
(continued)

**GENERAL OBLIGATIONS APPLICABLE TO EACH SERVICE TYPE: (continued)**

Where an AMR device is installed and used for billing purposes, Customer must promptly restore telephone service to the AMR device following an outage, no matter the cause. If failure to restore telephone service to the AMR device within thirty (30) days of notice from the Company can reasonably be assumed to be within the Customer's control, it is cause for the Company to reassign Customer to another Rate Schedule or another Service Type Selection that does not require an AMR device.

**ANNUAL SERVICE ELECTION – July 31 Election for November 1 Service:**

The Annual Service Election is the date by which a Customer may request to change all or a portion of their Service Type Selection for the following November 1 through October 31 period (PGA Year). All requests must be received by the Company on or before July 31 and will be effective the following November 1. Except as identified in this Rate Schedule under "OUT-OF-CYCLE TRANSFERS", a Customer may not make a change to their Service Type Selection at any other time.

This Annual Service Election Provision shall apply to Customer-requested changes to any or all of the following components of a Service Type Selection: (1) Service Type, (2) Commodity Component (Sales Service Types only); (3) Pipeline Capacity Charge billing option (Firm Sales Service Type only), or (4) Firm Sales Service daily delivery volumes (Combination Service Type only).

Transfers between Sales Service and Transportation Service are further subject to the provisions in this Rate Schedule under "APPLICATION OF TEMPORARY ADJUSTMENTS TO RATES (Account 191 Adjustments)."

The Service Types available under this Rate Schedule, and the required selections for each Service Type are set forth below. See "DESCRIPTION OF SERVICE TYPES AND REQUIREMENTS FOR SERVICE" in this Rate Schedule for additional information:

***Sales Service Types: \****

Customer must select one of two Commodity Component options: (1) Annual Sales WACOG, or (2) Winter Sales WACOG. Customer will have until September 15 to select the Winter Sales WACOG option (for a term of November 1 through March 31). If no selection is made, the Commodity Component option will default to Annual Sales WACOG (November 1 through October 31). The Customer that selects Winter Sales WACOG will be billed at Monthly Incremental Cost of Gas (Schedule 250) effective with service on and after April 1 unless Customer makes an Out-of-Cycle Transfer to Transportation Service.

- a. Firm Sales Service
  - Customer must select one of two Pipeline Capacity Charge options:
    - i. Volumetric
    - ii. MDDV
- b. Interruptible Sales Service

***Transportation Service Type:\****

Firm Transportation Service

\* Customer will automatically be placed on a month-end billing cycle, except where Customer elects Firm Sales Service with the Annual Sales WACOG Commodity Component and the Volumetric Pipeline Capacity Option.  
(continue to Sheet 141.3)

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**RATE SCHEDULE 41**  
**NON-RESIDENTIAL SALES AND TRANSPORTATION SERVICE**  
(continued)

**ANNUAL SERVICE ELECTION – July 31 Election for November 1 Service:** (continued)

***Combination Service Types: \****

For Sales Service, Customer must select one of two Commodity Component options: (1) Annual Sales WACOG, or (2) Winter Sales WACOG. Customer will have until September 15 to select the Winter Sales WACOG option (for a term of November 1 through March 31). If no selection is made, the Commodity Component option will default to Annual Sales WACOG (November 1 through October 31). The Customer that selects Winter Sales WACOG will be billed at Monthly Incremental Cost of Gas (Schedule 250) effective with service on and after April 1 unless Customer makes an Out-of-Cycle Transfer to Transportation Service.

- a. Firm Sales Service with Interruptible Sales Service \*\*
  - Customer must specify an exact daily delivery volume to be billed at Firm Sales Service
- b. Firm Sales Service with Firm Transportation Service
  - Customer must specify an exact daily delivery volume to be billed at Firm Sales Service

\* Customer will automatically be placed on a month-end billing cycle

\*\* Customer must choose one Commodity Component option for all Sales Service volumes

Customer may specify an hourly delivery volume in their Service Election form. The total hourly delivery volume for any given 24-hour period must not exceed the total specified Firm MDDV.

The terms and conditions for submission and approval of a Service Type Selection are identified under "SERVICE TYPE SELECTIONS – PROCESS AND PROCEDURE" of this Rate Schedule. A Customer need not submit a Service Election Form if the Customer desires to retain its current Service Type Selection for the next PGA Year.

**RATE SCHEDULE TRANSFERS:**

A transfer between Rate Schedules will be allowed upon one Billing Month advance notice to the Company. Any request to also change the Service Type Selection must comply with the provision for "OUT-OF-CYCLE TRANSFERS FOR CERTAIN SERVICE TYPES" set forth in this Rate Schedule. Customer eligibility for a Rate Schedule transfer is as follows:

New Customer. A Customer with an account for gas service to the Premise to be served by this Rate Schedule that was opened within the most recent 12 calendar months may transfer to any other Rate Schedule upon appropriate advance notice. Once a transfer is made, a second transfer cannot be made from that Rate Schedule until Customer has completed a minimum of 12 consecutive Billing Months.

Existing Customer. A Customer that has fulfilled 12 months of continuous service under this Rate Schedule may voluntarily transfer to another Rate Schedule at any time upon appropriate advance notice. Once a transfer is made, a second transfer cannot be made from that Rate Schedule until Customer has completed a minimum of 12 consecutive Billing Months.

(continue to Sheet 141.3.1)

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## RATE SCHEDULE 41 NON-RESIDENTIAL SALES AND TRANSPORTATION SERVICE (continued)

### **RATE SCHEDULE TRANSFERS: (continued)**

**Involuntary Rate Schedule Transfer.** A Customer that was involuntarily reassigned by the Company to this Rate Schedule for reasons related to the installation of an AMR device will be allowed to transfer back to the Rate Schedule from which they were transferred if within three Billing Months of the effective date of the transfer, Customer can show to the Company's satisfaction that the Customer has met the requirements for qualifications of that Rate Schedule. Unless otherwise agreed between the Customer and the Company, if no such showing is made, the Customer must fulfill 12 months of continuous service under this Rate Schedule to qualify to transfer as an existing Customer.

### **OUT-OF-CYCLE TRANSFERS FOR CERTAIN SERVICE TYPES:**

The following changes to a Customer's Service Type Selection may be allowed upon written notice to the Company not less than one Billing Month in advance of the requested effective date. The terms and conditions for submission and approval of a Service Type Selection are identified under "SERVICE TYPE SELECTIONS – PROCESS AND PROCEDURE" of this Rate Schedule.

Unless otherwise specified, the out-of-cycle transfers listed below may be made at any time during the calendar year. Any out-of-cycle transfer that is made on or after the Annual Service Election date will only be in effect through October 31 of that same PGA Year. In such circumstance, the Service Type Selection to be effective November 1 will default to the Customer's Service Type Selection that was requested under the Annual Service Election provision, or in the absence of a request, that was in effect as of the Annual Service Election date. Nothing in this section prohibits a Customer from requesting a Service Type Selection change under the Annual Service Election provision.

**Transfer from a Transportation Service to a Sales Service.** A Customer with a Transportation Service may request an out-of-cycle transfer to a Sales Service Type at any time during the calendar year. The Commodity Component applicable to out-of-cycle transfers to Sales Service will be the Monthly Incremental Cost of Gas, as determined in accordance with Schedule 250 of this Tariff. If the Customer took service under a Transportation Service Type in the prior PGA Year, then the Account 191 adjustments currently in effect for Sales Service will not apply. Where a Customer chooses a Firm Sales Service, Customer will be required to pay the applicable monthly Firm Pipeline Capacity Charges commencing with the effective date of the Firm Sales Service and continuing through the end of the current PGA Year. The monthly Firm Pipeline Capacity Charges will continue to apply even if the Customer makes a subsequent out-of-cycle transfer to return to Transportation Service within the current PGA Year. If the out-of-cycle transfer request is to transfer from Interruptible Transportation Service to Firm Sales Service, the transfer will be allowed provided that the Company has determined that adequate supply and capacity exists to accommodate the Customer's request. Customer may not transfer from Firm Transportation Service to Interruptible Sales Service, but Customer may transfer from Firm Transportation Service to Firm Sales Service.

If a Customer that transferred to a Sales Service Type does not make a different Service Type Selection under the Annual Service Election provision, the Commodity Component will automatically change to Annual Sales WACOG effective November 1. In such event, the Customer is eligible to select the Company's Winter Sales WACOG for the Commodity Component option provided Customer submits a Service Election Form to the Company on or before the Winter Sales WACOG Election date.

(continue to Sheet 141.4)

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**RATE SCHEDULE 41**  
**NON-RESIDENTIAL SALES AND TRANSPORTATION SERVICE**  
(continued)

**OUT-OF-CYCLE TRANSFERS FOR CERTAIN SERVICE TYPES (continued):**

Transfer from a Sales Service Type to Firm Transportation Service. Out-of-Cycle transfers from a Sales Service Type to Firm Transportation Service is allowed only when: (1) the Customer is a New Customer that prior to the service activation date made advance arrangements with the Company, in writing, to make this transfer within the first 12-months; or (2) a Customer's Sales Service Commodity Component at the time of the transfer request is either: (a) Winter Sales WACOG, or (b) Monthly Incremental Cost of Gas.

Where a Customer is transferring from the Winter Sales WACOG Commodity Component option, the transfer to Firm Transportation Service is allowed only during the months April through October, Where a Customer is transferring from a Sales Service Type at the Monthly Incremental Cost of Gas Commodity Component, the transfer can be requested at any time. Customer will continue to be billed and will pay any Account 191 adjustments that applied to Customer's Sales Service.

If the Customer transfers from a Firm Sales Service Type, then Customer will continue to be billed and will pay the applicable monthly Firm Pipeline Capacity Charges associated with the Firm Sales Service Type from which Customer transferred, or accept a release of that capacity as discussed below.

If the out-of-cycle transfer request is to transfer from Interruptible Sales Service to Firm Transportation Service, the transfer will be allowed provided that the Company has determined that adequate supply and capacity exists to accommodate the Customer's request.

For Customer requested transfers from a Firm Sales Service Type with an effective date any time between April 1 and October 1, Customer must select one of the following by notifying the Company of its selection in writing: (a) Continue to pay the applicable Firm Pipeline Capacity Charges associated with Firm Sales Service from which Customer transferred with each regular monthly bill through October 31; or (b) accept a release of the Company's interstate pipeline capacity to Customer or Customer's Authorized Supplier/Agent acting as Customer's agent (hereafter the "Capacity Release Option"). If the Company and the Customer (or Customer's Authorized Supplier/Agent) actually enter into a capacity release transaction, then Customer shall not be required to pay the applicable Firm Pipeline Capacity Charges during the period of the release. If the parties are unable to enter into an actual capacity release transaction, then Customer shall be deemed to have elected (a) above and shall be required to continue to pay the applicable firm Pipeline Capacity Charges as stated in (a) above. The following additional conditions shall apply to a Customer that selects the Capacity Release Option:

1. All capacity release transactions on U.S. interstate pipelines shall be subject to all applicable FERC rules and regulations and the provisions of the applicable Pipeline's tariff related to such capacity release transaction.
2. The amount of Pipeline capacity to be subject to a release transaction shall equal such Customer's Firm Sales Service MDDV in effect at the time of transfer.
3. The Company intends to release applicable Pipeline capacity for a complete path back the Company's incremental/decremental supply source, currently AECO-NIT, at the 100% load factor price.

(continue to Sheet 141.4.1)

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**RATE SCHEDULE 41**  
**NON-RESIDENTIAL SALES AND TRANSPORTATION SERVICE**  
(continued)

**OUT-OF-CYCLE TRANSFERS FOR CERTAIN SERVICE TYPES (continued):**

4. For any U.S. interstate pipelines, the Company offers to agree to a prearranged capacity release for the subject capacity with the Customer or the Customer's Authorized Supplier/Agent (acting on behalf of the Customer) at a rate equal to the higher of: the Pipeline's maximum rate, or the rate that is the result of any required bidding procedure for such capacity pursuant to such Pipeline's tariff.
5. The term of the Company's agreement to release any U.S. Pipeline capacity shall be in effect only during the months under which the Transportation Service is effective, or until the following October 31 when the Company recalls the Pipeline capacity, whichever comes first.
6. For Canadian pipelines, the rate of the release shall be equal to the applicable maximum rate that the Company is paying for the capacity being assigned. Additionally, such capacity assignments will only be in effect during the months under which the Transportation Service is effective, or until the following October 1, whichever comes first.
7. If the release under the Capacity Release Option will be with Customer's Authorized Supplier/Agent, Customer must provide the Company with a signed statement from Customer's Authorized Supplier/Agent that acknowledges the Authorized Supplier/Agent's consent to the terms of the prearranged release as set forth herein. Additionally, the Company does not warrant or guaranty that the capacity released to Customer's Authorized Supplier/Agent will be used by the Authorized Supplier/Agent to serve the Customer. The details of ensuring for the adequacy of its supply and upstream capacity arrangements upon transfer to Transportation Service shall be the sole responsibility of the Customer.
8. The existence of this Capacity Release Option is contingent on the Customer and/or the creditworthiness standards of the applicable U.S. Interstate Pipeline per such Pipeline's Tariff requirements. For avoidance of doubt, failure to satisfy such creditworthiness conditions means that the Capacity Release Option is not available to the Customer, including the Canadian pipeline portion.
9. The Customer shall be eligible for one-half of the Schedule 185 and Schedule 186 credits applied to Customer bills the following year.

Transfer from an Interruptible Service Type to a Firm Service Type. A Customer that is receiving Interruptible Sales Service may request to change to Firm Sales Service or to Firm Transportation Service, subject to Company approval as set forth in "SERVICE TYPE SELECTION – PROCESS AND PROCEDURES."

Transfer from a Firm Service Type to an Interruptible Service Type. This transfer is only available to a New Customer that prior to the service activation date made advance arrangements, in writing, with the Company to make the transfer within the first 12-months of the service activation date.

**APPLICATION OF TEMPORARY ADJUSTMENTS TO RATES (ACCOUNT 191 ADJUSTMENTS):**

Account 191 Adjustments are the portion of the Temporary Adjustment in rates that relates to the deferral of commodity and pipeline capacity charges, specifically, the Account 191 Commodity Adjustment and Account 191 Pipeline Capacity Adjustment, as set forth in Schedule 201.

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**RATE SCHEDULE 41  
NON-RESIDENTIAL SALES AND TRANSPORTATION SERVICE  
(continued)**

**APPLICATION OF TEMPORARY ADJUSTMENTS TO RATES (ACCOUNT 191 ADJUSTMENTS):**

A Customer is subject to the Account 191 portion of the Temporary Adjustment based on the Service Type in effect during the PGA Year in which the deferral was created. If a Customer was on either Annual Sales WACOG or Winter Sales WACOG during the prior PGA Year, then they will receive the Account 191 portion of the Temporary Adjustment (charge or credit) in effect for the current PGA Year. If a Customer was on Transportation Service for the full period of the preceding PGA year, then they will not receive the current year's Account 191 portion of the Temporary Adjustment (charge or credit). This application of the Account 191 portion of the Temporary Adjustment is not affected by changes in Service Type that may occur in the current PGA Year.

**SERVICE TYPE SELECTIONS -- PROCESS AND PROCEDURE:**

Service Election Form. Any Service Type Selection change must be submitted on the Company's Service Election Form. The Company will personally deliver, mail, fax, or e-mail a Service Election Form to a Customer, upon request. Customers with multiple active Natural Gas service accounts and/or multiple billing meters within a single service account must submit a separate Service Election Form for each billing meter. The Service Election Form must be completed and signed by an authorized representative of the Customer, and delivered to Company in person, by facsimile transmission, or by U.S. mail. The Company will notify a Customer by the end of the next Business Day if the Service Election Form is incomplete or does not meet the notice requirements for the change being requested, or for any other reason the Company determines in its reasonable discretion. Customer may resubmit a new Service Election Form provided it is received by the Company in accordance with the applicable Service Type Selection Change provisions set forth elsewhere in this Rate Schedule.

Customers requesting an Interruptible Service Type **must** include names and telephone numbers for all authorized emergency contacts. At least one authorized emergency contact must be accessible for notification 24-hours per day, 7-days per week. Following each Annual Election, the Company will provide the emergency contact form to Customers that elected an Interruptible Service Type. It is the Customer's responsibility to notify the Company within five (5) Business Days of any change to Customer's authorized emergency contact information. The Company will ensure the emergency contact form is easily accessible for this purpose.

Customers must comply with the provisions of General Rule 1 in the event of a change in business name or a change in ownership.

Company Approval of Service Type Selection. The Company will notify a Customer of the Company's approval or denial of Customer's Service Type Selection request within ten (10) Business Days from the date that the Service Election Form is received and accepted by Company. The Company will include an explanation for any denial of a Customer's Service Type Selection request at the time of the notification.

The Company's approval of a Service Type Selection will be based upon the Company's determination, in its sole judgment, that: (a) adequate supply and capacity is available to accommodate Customer's request, and (b) Customer has satisfactorily established or has satisfactorily re-established credit under the terms and conditions of General Rule 2 of this Tariff. Any change in a Customer's Rate Schedule or Service Type will be deemed a change in condition of service.

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## RATE SCHEDULE 41 NON-RESIDENTIAL SALES AND TRANSPORTATION SERVICE (continued)

### **DESCRIPTION OF SERVICE TYPES AND REQUIREMENTS FOR SERVICE:**

A Customer must make one Service Type Selection per billing meter from the list of five (5) available Service Types. The Service Types and the respective requirements of each Service Type are described below and elsewhere in this Rate Schedule, including, without limitation, Pre-Requisites To Service:

#### **Sales Service Types:**

Firm Sales Service. Firm Sales Service at Annual Sales WACOG does not require the installation of an AMR device. However, the Company will install an AMR device upon Customer request. The Company will bill the Customer and the Customer will pay the installation charge and the ongoing monthly charges set forth in Schedule 10.

Firm Sales Service at Winter Sales WACOG or Monthly Incremental Cost of Gas does require the installation of an AMR device, and the Company will bill the Customer, and the Customer will pay the installation charge and the ongoing monthly charges as set forth in Schedule 10. The Customer must have active telephone service to the meter in advance of the requested effective date of service. Failure to meet this requirement may result in the Company's denial of service under this Service Type.

A Customer that selects this Service Type must choose which of two Pipeline Capacity Charge options to pay. The first rate choice is volumetric (Firm Pipeline Capacity Charge – Volumetric option). For the volumetric choice, the rate stated for the Firm Pipeline Capacity Charge – Volumetric option in the Monthly Rates provision of this Rate Schedule 41 is multiplied by all therms used by Customer each Billing Month. The second rate choice is based on the Customer's Maximum Daily Delivery Volume (MDDV) (Firm Pipeline Capacity Charge - Peak Demand option). For the MDDV choice, each therm of Customer's MDDV is multiplied by the Firm Pipeline Capacity Charge- Peak Demand option each Billing Month. The provisions for determination of a Customer's MDDV are under "DETERMINATION OF MDDV" in this Rate Schedule.

Interruptible Sales Service. This Service Type requires the installation of an AMR device with no additional charge to the Customer. Interruptible Sales Service Customers are subject to Curtailment of Service, as set forth in General Rule 15 and General Rule 16 of this Tariff, and as such pay a lower Pipeline Capacity Charge than do Firm Sales Service Customers.

#### **Transportation Service Type:**

Firm Transportation Service. This Service Type requires the installation of an AMR device with no additional charge to the Customer. A Customer that selects this Service Type must secure the purchase and delivery of gas supplies from an Authorized Supplier/Agent of Customer's choosing. The Transportation of Customer-Owned Gas supplies is governed by the Terms and Conditions set forth in Schedule T of this Tariff, and the Company's Gas Transportation Operating Policies and Procedures.

(continue to Sheet 141.7)

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**RATE SCHEDULE 41**  
**NON-RESIDENTIAL SALES AND TRANSPORTATION SERVICE**  
(continued)

**DESCRIPTION OF SERVICE TYPES AND REQUIREMENTS FOR SERVICE: (continued)**

**Combination Service Types:**

A Combination of Firm Sales Service with Interruptible Sales Service. This Service Type requires the installation of an AMR device with no additional charge to the Customer. A Customer that selects this Service Type must specify the exact daily delivery volume that is to be billed as Firm Sales Service. Firm Sales Service volume will be billed at the rates specified for Firm Sales Service, and will always be billed first. The Firm Pipeline Capacity Charge – Peak Demand Option (per therm of MDDV) for payment of Pipeline Capacity Charges will apply for all Firm Sales Service volume. When all Firm Sales Service volume has billed, all additional volumes will be billed at the rates specified for Interruptible Sales Service, except that the Company will bill only one Customer Charge for this Service Type. All Interruptible Sales Service volumes will be subject to Curtailment as set forth in General Rule 15 and General Rule 16 of this Tariff. Under a Priority 4 or 5 Curtailment Order, Customer will be allowed to take their Firm Sales Service or Firm Transportation Service up to the Firm MDDV. Amounts in excess of the Firm MDDV will be considered unauthorized and subject to charges under Schedule C. Under a Priority 3 Curtailment Order, the Company may require that the Firm MDDV be prorated on an hourly basis.

A Combination of Firm Sales Service with Firm Transportation Service. This Service Type requires the installation of an AMR device with no additional charge to the Customer. A Customer that selects this Service Type must specify the exact daily delivery volume that is to be billed as Firm Sales Service. The Firm Pipeline Capacity Charge – Peak Demand Option (per therm of MDDV) for payment of Pipeline Capacity Charges will apply for all Firm Sales Service volume. The Firm Sales Service volume will be billed at the rates specified for Firm Sales Service, and will always be billed first. When all Firm Sales Service volume has billed, all additional volumes will be billed at the rates specified for Firm Transportation Service, except that the Company will bill only one Customer Charge for this Service Type.

Customer must secure the purchase and delivery of gas supplies from an Authorized Supplier/Agent of Customer's choosing for all Firm Transportation Service volumes. The Transportation of Customer-Owned Gas is governed by the Terms and Conditions set forth in Schedule T of this Tariff, and the Company's Gas Transportation Operating Policies and Procedures.

**DETERMINATION OF MDDV:**

The MDDV is used to calculate the Firm Pipeline Capacity Charge – Peak Demand option applicable to Firm Sales Service under this Rate Schedule. Following establishment of a Customer's Initial MDDV, as set forth in Sections A and B, the Customer's MDDV will be adjusted each year as set forth in Section C below:

- A. For a New Customer, the Initial MDDV to be used for billing purposes will equal the "name plate" hourly rating of the equipment to be served, times twelve (12), or an estimated volume acceptable to the Company that is based upon the best information about Customer's planned operations that is known at that time.

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**RATE SCHEDULE 41**  
**NON-RESIDENTIAL SALES AND TRANSPORTATION SERVICE**  
(continued)

**DETERMINATION OF MDDV: (continued)**

- B. For an Existing Customer, the Initial MDDV for billing purposes will be:
- (i) The highest actual MDDV of record for the most recent months January, February, November and December, as determined from AMR data, if available; or, if not available,
  - (ii) The highest calculated MDDV for each of the most recent months January, February, November and December, calculated by taking the Customer's actual metered usage during the month, divided by the number of days in the Billing Month, the result divided by 0.7.
- C. The Initial MDDV will be used for billing purposes in each Billing Month, up to the first Peak Period month that follows the date that the Initial MDDV was first effective for billing purposes. During the first Peak Period, and for each Peak Period thereafter, the MDDV for billing purposes will be determined as follows:
- (i) For each month of the Peak Period, the MDDV for billing purposes will equal the higher of (a) the Customer's current MDDV or (b) the Customer's actual MDDV of record for that Billing Month, as determined from AMR data, or from the calculated method described in (B)(ii) above, whichever applies. AMR data will always be used where an AMR device is installed and operational.
  - (ii) Effective with the first Billing Month following the end of the Peak Period, the MDDV to be used for billing purposes in each month of the following non-Peak Period (March through October) will be the highest MDDV of record during the last Peak Period.

Peak Period is defined as (a) the most recent consecutive Billing Months November through February for customers billed at month-end; or (b) the most recent consecutive Billing Months November through March for customers billed on any other monthly interval.

Out-of-Cycle Adjustments to MDDV. Upon a Customer's request, and upon a showing to Company's satisfaction that a change in Customer's operations warrants a change to the Customer's MDDV, the Company may adjust Customer's MDDV at any time. Any MDDV change will be effective with the first monthly bill issued following the date that the need for the change is identified. The Company will not be required to adjust any previously issued bills.

Existing AMR Device. If an AMR device is installed and operational at the time a Customer initiates service under this Rate Schedule, the AMR data will be used for calculating a Customer's MDDV for purposes of billing the Pipeline Capacity Charge, even if the AMR data is not used for other billing purposes.

**GENERAL TERMS:**

Service under this Rate Schedule is governed by the terms of this Rate Schedule, the General Rules and Regulations 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.

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## RATE SCHEDULE 42

### LARGE VOLUME NON-RESIDENTIAL SALES AND TRANSPORTATION SERVICE

#### **SERVICE AVAILABILITY:**

Service under this Rate Schedule is available on the Company's Distribution System to Non-Residential Customers in all territory served by the Company under the Tariff of which this Rate Schedule is a part, provided that the Company determines, in its sole judgment, that adequate supply and capacity exists to accommodate a Customer's service requirements. Service under this Rate Schedule cannot be combined with service under any other Rate Schedule.

#### **SELECTION OF RATE SCHEDULE AND SERVICE TYPE:**

It is the responsibility of the Customer to select the Rate Schedule and Service Type (a Service Type Selection) that best meets the Customer's individual service requirements. A Customer's Service Type Selection is subject to the Company's approval as described in "SERVICE SELECTIONS – PROCESS AND PROCEDURE" of this Rate Schedule, and in the Company's applicable policies and procedures.

#### **PRE-REQUISITES TO SERVICE:**

1. An application for service must be made in accordance with the provisions of General Rule 1 of this Tariff.
2. Any Customer may be required to establish or re-establish credit under the terms and conditions of General Rule 2 of this Tariff.
3. A Customer may be required to pay the Company, in advance, for costs related to the Company's installation of any new or additional Distribution Facilities necessary to provide service to Customer under this Rate Schedule. See Schedule E.
4. When the installation of new or additional Distribution Facilities is necessary to provide service to Customer, the Company may require Customer enter into a written service agreement.
5. A New Customer must submit a Service Election Form specifying the Customer's Service Type Selection at the time the Customer initially applies for service with the Company.
6. A Customer must have an approved Service Type Selection under this Rate Schedule.
7. The Company may require that Company-owned telemetry equipment be installed at Customer's Premise, subject to charges set forth in Schedule 10.
8. An AMR device is required for all Service Types, and Customer, at Customer's expense, must provide active and continuous telephone service to the billing meter(s) at all times. The telephone service must be installed in accordance with the Company's specifications, and must be in place and activated in advance of the requested effective date of service.
9. Customers that elect Interruptible Sales Service, Firm Transportation Service, Interruptible Transportation Service, Firm Sales Service with Interruptible Sales Service, Firm Sales Service with Firm Transportation Service, or Firm Sales Service with Interruptible Transportation Service must be able to receive notices via automatic electronic means acceptable to the Company.
10. Customers that elect an Interruptible Service Type must identify at least one authorized emergency contact that is accessible for notification 24-hours per day, 7-days per week and must notify the Company of any changes to the emergency contact as provided in this Rate Schedule, or at least annually upon Company request;

#### **GENERAL OBLIGATIONS APPLICABLE TO EACH SERVICE TYPE:**

The Company will bill a Customer and the Customer must pay the Company the rates according to: (a) the Customer's Service Type Selection, and (b) other options selected as shown under the Monthly Rates section at the end of this rate schedule. Except as provided in General Rule 14 of this Tariff, no seasonal or temporary Discontinuance of Service is permitted for any Service Selection under this Rate Schedule. Should the same Customer close and reactivate an account at the same premise twice within a 24-month period, upon the second occurrence, the Company will bill the Customer the minimum monthly bill obligations for the months that service was inactive during the most recent 12-months. Upon a third occurrence, the Company may involuntarily transfer the Customer to Rate Schedule 3.

(continue to Sheet 142.2)

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RATE SCHEDULE 42  
LARGE VOLUME NON-RESIDENTIAL SALES AND TRANSPORTATION SERVICE  
(continued)

**GENERAL OBLIGATIONS APPLICABLE TO EACH SERVICE TYPE: (continued)**

Where an AMR device is installed and used for billing purposes, Customer must promptly restore telephone service to the AMR device following an outage, no matter the cause. If failure to restore telephone service to the AMR device within thirty (30) days of notice from the Company can reasonably be assumed to be within the Customer's control, it is cause for the Company to reassign Customer to another rate schedule or another Service Type Selection that does not require an AMR device.

**ANNUAL SERVICE ELECTION – July 31 Election for November 1 Service:**

The Annual Service Election is the date by which a Customer may request to change all or a portion of their Service Type Selection for the following November 1 through October 31 period (PGA Year). All requests must be received by the Company on or before July 31, and will be effective the following November 1. Except as identified in this Rate Schedule under "OUT-OF-CYCLE TRANSFERS," a Customer may not make a change to their Service Type Selection at any other time.

The Annual Service Election Provision shall apply to Customer-requested changes to any or all of the following components of a Service Type Selection during the Annual Service Election Period: (1) Service Type, (2) Commodity Component (Sales Service Types only); (3) Pipeline Capacity Charge billing option (Firm Sales Service Type only), or (4) Firm Sales Service daily delivery volumes (Combination Service Type only).

Transfers between Sales Service and Transportation Service are further subject to the provisions in this Rate Schedule under "APPLICATION OF TEMPORARY ADJUSTMENTS TO RATES (ACCOUNT 191 ADJUSTMENTS)."

The Service Types available under this Rate Schedule, and the required selections for each Service Type are set forth below. See "DESCRIPTION OF TYPES OF SERVICE AND REQUIREMENTS FOR SERVICE" in this Rate Schedule for additional information:

**Sales Service Types: \***

Customer must select one of two Commodity Component options: (1) Annual Sales WACOG, or (2) Winter Sales WACOG. Customer will have until September 15 to select the Winter Sales WACOG option (for a term of November 1 through March 31). If no selection is made, the Commodity Component option will default to Annual Sales WACOG (November 1 through October 31). The Customer that selects Winter Sales WACOG will be billed at Monthly Incremental Cost of Gas (Schedule 250) effective with service on and after April 1 unless Customer makes an Out-of-Cycle Transfer to Transportation Service.

- a. Firm Sales Service  
Customer must select one of two Pipeline Capacity Charge options:
  - i. Volumetric
  - ii. MDDV
- b. Interruptible Sales Service

**Transportation Service Types:\***

- a. Firm Transportation Service
- b. Interruptible Transportation Service

\* Customer will automatically be placed on a month-end billing cycle.

(continue to Sheet 142.3)

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**NORTHWEST NATURAL GAS COMPANY**

WN U-6 Fifth Revision of Sheet 142.3  
Cancels Fourth Revision of Sheet 142.3

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**RATE SCHEDULE 42**  
**LARGE VOLUME NON-RESIDENTIAL SALES AND TRANSPORTATION SERVICE**  
(continued)

**ANNUAL SERVICE ELECTION – July 31 Election for November 1 Service (continued):**

**Combination Service Types:**

For Sales Service, Customer must select one of two Commodity Component options: (1) Annual Sales WACOG, or (2) Winter Sales WACOG. Customer will have until September 15 to select the Winter Sales WACOG option (for a term of November 1 through March 31). If no selection is made, the Commodity Component option will default to Annual Sales WACOG (November 1 through October 31). The Customer that selects Winter Sales WACOG will be billed at Monthly Incremental Cost of Gas (Schedule 250) effective with service on and after April 1 unless Customer makes an Out-of-Cycle Transfer to Transportation Service.

- a. Firm Sales Service with Interruptible Sales Service\*\*  
Customer must specify an exact daily delivery volume to be billed at Firm Sales Service
- b. Firm Sales Service with Firm Transportation Service  
Customer must specify an exact daily delivery volume to be billed at Firm Sales Service
- c. Firm Sales Service with Interruptible Transportation Service  
Customer must specify an exact daily delivery volume to be billed at Firm Sales Service
- d. Interruptible Sales Service with Interruptible Transportation Service  
Customer must specify an exact daily delivery volume to be billed at Interruptible Sales Service
- e. Firm Transportation Service with Interruptible Transportation Service  
Customer must specify an exact daily delivery volume to be billed at Firm Transportation Service

\* Customer will automatically be placed on a month-end billing cycle.

\*\*\* Customer must choose one Commodity Component option for all Sales Service volumes

Customer may specify an hourly delivery volume in their Service Election form. The total hourly delivery volume for any given 24-hour period must not exceed the total specified Firm MDDV.

The terms and conditions for submission and approval of a Service Type Selection are identified under "SERVICE TYPE SELECTIONS – PROCESS AND PROCEDURE" of this Rate Schedule. A Customer need not submit a Service Election Form if the Customer desires to retain its current Service Type Selection for the next PGA Year.

**RATE SCHEDULE TRANSFERS:**

A transfer between Rate Schedules will be allowed upon one Billing Month advance notice to the Company. Any request to also change the Service Type Selection must comply with the provision for "OUT-OF-CYCLE TRANSFERS FOR CERTAIN SERVICE TYPES" as set forth in this Rate Schedule. Customer eligibility for a Rate Schedule transfer is as follows:

New Customer. A Customer with an account for gas service to the premise to be served by this Rate Schedule that was opened within the most recent 12 calendar months may transfer to any other Rate Schedule upon appropriate advance notice. Once a transfer is made, a second transfer cannot be made from that Rate Schedule until Customer has completed a minimum of 12 consecutive Billing Months.

(continue to Sheet 142.3.1)

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**RATE SCHEDULE 42**  
**LARGE VOLUME NON-RESIDENTIAL SALES AND TRANSPORTATION SERVICE**  
(continued)

**RATE SCHEDULE TRANSFERS: (continued)**

Existing Customer. A Customer that has fulfilled 12 months of continuous service under this Rate Schedule may voluntarily transfer to another Rate Schedule at any time upon appropriate advance notice. Once a transfer is made, a second transfer cannot be made from that Rate Schedule until Customer has completed a minimum of 12 consecutive Billing Months.

**OUT-OF-CYCLE TRANSFERS FOR CERTAIN SERVICE TYPES:**

The following changes to a Customer's Service Type Selection may be allowed upon written notice to the Company not less than one Billing Month in advance of the requested effective date. The terms and conditions for submission and approval of a Service Type Selection are identified under "SERVICE TYPE SELECTIONS – PROCESS AND PROCEDURE" of this Rate Schedule.

Unless otherwise specified, the out-of-cycle transfers listed below may be made at any time during the calendar year. Any out-of-cycle transfer that is made on or after the Annual Service Election date will only be in effect through October 31 of that same PGA Year. In such circumstance, the Service Type Selection to be effective November 1 will default to the Customer's Service Type Selection that was requested under the Annual Service Election provision, or in the absence of a request, that was in effect as of the Annual Service Election date. Nothing in this section prohibits a Customer from requesting a Service Type Selection change under the Annual Service Election provision.

Transfer from a Transportation Service to a Sales Service. A Customer with a Transportation Service may request an out-of-cycle transfer to a Sales Service Type at any time during the calendar year. The Commodity Component applicable to out-of-cycle transfers to Sales Service will be the Monthly Incremental Cost of Gas, as determined in accordance with Schedule 250 of this Tariff. If the Customer took service under a Transportation Service Type in the prior PGA Year, then the Account 191 adjustments currently in effect for Sales Service will not apply. Where a Customer chooses a Firm Sales Service, Customer will be required to pay the applicable monthly Firm Pipeline Capacity Charges commencing with the effective date of the Firm Sales Service and continuing through the end of the current PGA Year. The monthly Firm Pipeline Capacity Charges will continue to apply even if the Customer makes a subsequent out-of-cycle transfer to return to Transportation Service within the current PGA Year. If the out-of-cycle transfer request is to transfer from Interruptible Transportation Service to Firm Sales Service, the transfer will be allowed provided that the Company has determined that adequate supply and capacity exists to accommodate the Customer's request. Customer may not transfer from Firm Transportation Service to Interruptible Sales Service, but Customer may transfer from Firm Transportation Service to Firm Sales Service.

If a Customer that transfers to a Sales Service Type does not make a different Service Type Selection under the Annual Service Election provision, the Commodity Component will automatically change to Annual Sales WACOG effective November 1. In such event, the Customer is eligible to select the Company's Winter Sales WACOG option for the Commodity Component provided Customer submits a Service Election Form to the Company on or before the Winter Sales WACOG Election date.

(continue to Sheet 142.4)

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Cancels Second Revision of Sheet 142.4

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**RATE SCHEDULE 42**  
**LARGE VOLUME NON-RESIDENTIAL SALES AND TRANSPORTATION SERVICE**  
**(continued)**

**OUT-OF-CYCLE TRANSFERS FOR CERTAIN SERVICE TYPES (continued):**

Transfer from a Sales Service Type to a Transportation Service Type. Out-of-cycle transfers from a Sales Service Type to a Transportation Service Type are allowed only when: (1) the Customer is a New Customer that prior to the service activation date made advance arrangements, in writing, with the Company to make the transfer within the first 12-months; or (2) a Customer's Sales Service Commodity Component at the time of the transfer request is either: (a) Winter Sales WACOG, or (b) Monthly Incremental Cost of Gas.

Where a Customer is transferring from the Winter Sales WACOG Commodity Component option the transfer to Transportation Service is allowed only during the months April through October. Where a Customer is transferring from a Sales Service Type at the Monthly Incremental Cost of Gas Commodity Component, the transfer can be requested at any time. Customer will continue to be billed and will pay any Account 191 adjustments that applied to Customer's Sales Service.

If the Customer transfers from a Firm Sales Service Type, then Customer will continue to be billed and will pay the applicable monthly Firm Pipeline Capacity Charges associated with the Firm Sales Service Type from which Customer transferred, or accept a release of that capacity as discussed below.

If the out-of-cycle transfer request is to transfer from Interruptible Sales Service to Firm Transportation Service, the transfer will be allowed provided that the Company has determined that adequate capacity exists to accommodate the Customer's request. Customer may not transfer from Firm Sales Service to Interruptible Transportation Service, but Customer may transfer from Firm Sales Service to Firm Transportation Service.

For Customer requested transfers from a Firm Sales Service Type with an effective date any time between April 1 and October 1, Customer must select one of the following by notifying the Company of its selection in writing: (a) Continue to pay the applicable Firm Pipeline Capacity Charges associated with Firm Sales Service from which Customer transferred with each regular monthly bill through October 31; or (b) accept a release of the Company's interstate pipeline capacity to Customer or Customer's Authorized Supplier/Agent acting as Customer's agent (hereafter the "Capacity Release Option"). If the Company and the Customer (or Customer's Authorized Supplier/Agent) actually enter into a capacity release transaction, then Customer shall not be required to pay the applicable Firm Pipeline Capacity Charges during the period of the release. If the parties are unable to enter into an actual capacity release transaction, then Customer shall be deemed to have elected (a) above and shall be required to continue to pay the applicable firm Pipeline Capacity Charges as stated in 9a) above. The following additional conditions shall apply to a Customer that selects the Capacity Release Option:

1. All capacity release transactions on U.S. interstate pipelines shall be subject to all applicable FERC rules and regulations and the provisions of the applicable Pipeline's tariff related to such capacity release transaction.
2. The amount of Pipeline capacity to be subject to a release transaction shall equal such Customer's Firm Sales Service MDDV in effect at the time of transfer.
3. The Company intends to release applicable Pipeline capacity for a complete path back the Company's incremental/decremental supply source, currently AECO-NIT, at the 100% load factor price.

(continue to Sheet 142.4.1)

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**RATE SCHEDULE 42**  
**LARGE VOLUME NON-RESIDENTIAL SALES AND TRANSPORTATION SERVICE**  
(continued)

**OUT-OF-CYCLE TRANSFERS FOR CERTAIN SERVICE TYPES (continued):**

4. For any U.S. interstate pipelines, the Company offers to agree to a prearranged capacity release for the subject capacity with the Customer or the Customer's Authorized Supplier/Agent (acting on behalf of the Customer) at a rate equal to the higher of: the Pipeline's maximum rate, or the rate that is the result of any required bidding procedure for such capacity pursuant to such Pipeline's tariff.
5. The term of the Company's agreement to release any U.S. Pipeline capacity shall be in effect only during the months under which the Transportation Service is effective, or until the following October 31, whichever comes first.
6. The Customer shall be eligible for one-half of the Schedule 185 and Schedule 186 credits applied to Customer bills the following year.
7. If the release under the Capacity Release Option will be with Customer's Authorized Supplier/Agent, Customer must provide the Company with a signed statement from Customer's Authorized Supplier/Agent that acknowledges the Authorized Supplier/Agent's consent to the terms of the prearranged release as set forth herein. Additionally, the Company does not warrant or guaranty that the capacity released to Customer's Authorized Supplier/Agent will be used by the Authorized Supplier/Agent to serve the Customer. The details of ensuring for the adequacy of its supply and upstream capacity arrangements upon transfer to Transportation Service shall be the sole responsibility of the Customer.
8. The existence of this Capacity Release Option is contingent on the Customer and/or the creditworthiness standards of the applicable U.S. Interstate Pipeline per such Pipeline's Tariff requirements. For avoidance of doubt, failure to satisfy such creditworthiness conditions means that the Capacity Release Option is not available to the Customer, including the Canadian pipeline portion.

Transfer from an Interruptible Service Type to a Firm Service Type. A Customer that is receiving Interruptible Sales Service may request to change to Firm Sales Service, and similarly, a Customer that is receiving Interruptible Transportation Service may request to change to Firm Transportation Service, subject to Company approval as set forth in "SERVICE TYPE SELECTION – PROCESS AND PROCEDURES."

Transfer from a Firm Service Type to an Interruptible Service Type. This transfer is only available to a New Customer that prior to the service activation date made advance arrangements with the Company, in writing, to make the transfer within the first 12-months of the service activation date.

**APPLICATION OF TEMPORARY ADJUSTMENTS TO RATES (ACCOUNT 191 ADJUSTMENTS):**

Account 191 Adjustments are the portion of the Temporary Adjustment in rates that relates to the deferral of commodity and pipeline capacity charges, specifically, the Account 191 Commodity Adjustment and Account 191 Pipeline Capacity Adjustment, as set forth in Schedule 201.

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Cancels Third Revision of Sheet 142.5

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RATE SCHEDULE 42  
LARGE VOLUME NON-RESIDENTIAL SALES AND TRANSPORTATION SERVICE  
(continued)

**APPLICATION OF TEMPORARY ADJUSTMENTS TO RATES (ACCOUNT 191 ADJUSTMENTS)**  
(continued):

A Customer is subject to the Account 191 portion of the Temporary Adjustment based on the Service Type they had during the PGA Year in which the deferral was created. If a Customer was on either Annual Sales WACOG or Winter Sales WACOG during the prior PGA Year, then they will receive the Account 191 portion of the Temporary Adjustment (charge or credit) in effect for the current PGA Year. If a Customer was on Transportation Service for the full period of the preceding PGA Year, then they will not receive the current year's Account 191 portion of the Temporary Adjustment (charge or credit). This application of the Account 191 portion of the Temporary Adjustment is not affected by changes in Service Type that may occur in the current PGA Year.

**SERVICE TYPE SELECTIONS – PROCESS AND PROCEDURE:**

Service Election Form. Any Service Type Selection change must be submitted on the Company's Service Election Form. The Company will personally deliver, mail, fax, or e-mail a Service Election Form to a Customer, upon request. Customers with multiple active Natural Gas service accounts and/or multiple billing meters within a single service account must submit a separate Service Election Form for each billing meter. The Service Election Form must be completed and signed by an authorized representative of the Customer, and delivered to Company in person, by facsimile transmission, or by U.S. mail. The Company will notify a Customer by the end of the next Business Day if the Service Election Form is incomplete or does not meet the notice requirements for the change being requested, or for any other reason the Company determines in its reasonable discretion. Customer may resubmit a new Service Election Form provided it is received by the Company in accordance with the applicable Service Type Selection Change provisions set forth elsewhere in this Rate Schedule.

Customers requesting an Interruptible Service Type **must** include names and telephone numbers for all authorized emergency contacts. At least one authorized emergency contact must be accessible for notification 24-hours per day, 7-days per week. Following each Annual Election, the Company will provide the emergency contact form to Customers that elected an Interruptible Service Type. It is the Customer's responsibility to notify the Company within five (5) Business Days of any change to Customer's authorized emergency contact information. The Company will ensure the emergency contact form is easily accessible for this purpose.

Customers must comply with the provisions of General Rule 1 in the event of a change in business name or a change in ownership.

Company Approval of Service Type Selection. The Company will notify a Customer of the Company's approval or denial of Customer's Service Type Selection request within ten (10) Business Days from the date that the Service Election Form is received and accepted by Company. The Company will include an explanation for any denial of a Customer's Service Type Selection request at the time of the notification.

The Company's approval of a Service Type Selection will be based upon the Company's determination, in its sole judgment, that: (a) adequate supply and capacity is available to accommodate Customer's request, and (b) Customer has satisfactorily established or has satisfactorily re-established credit under the terms and conditions of General Rule 2 of this Tariff. Any change in a Customer's Rate Schedule or Service Type will be deemed a change in condition of service.

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**RATE SCHEDULE 42**

**LARGE VOLUME NON-RESIDENTIAL SALES AND TRANSPORTATION SERVICE  
(continued)**

**DESCRIPTION OF TYPES OF SERVICE AND REQUIREMENTS FOR SERVICE:**

A Customer must make one Service Type Selection per billing meter from the list of nine (9) available Service Types. The Service Types and the respective requirements of each Service Type are described below and elsewhere in this Rate Schedule, including, without limitation, Pre-Requisites To Service.

**Sales Service Types:**

**Firm Sales Service Type.** A Customer that selects this Service Type must choose which of two Pipeline Capacity Charge options to pay. The first rate choice is volumetric (Firm Pipeline Capacity Charge – Volumetric option). For the volumetric choice, the rate stated for the Firm Pipeline Capacity Charge – Volumetric option in the Monthly Rates provision of this Rate Schedule is multiplied by all therms used by Customer each Billing Month. The second rate choice is based on the Customer's Maximum Daily Delivery Volume (MDDV) (Firm Pipeline Capacity Charge - Peak Demand option). For the MDDV choice, each therm of Customer's MDDV is multiplied by the Firm Pipeline Capacity Charge- Peak Demand option each Billing Month. The provisions for determination of a Customer's MDDV are under "DETERMINATION OF MDDV" in this Rate Schedule.

**Interruptible Sales Service Type.** Interruptible Sales Service Customers are subject to Curtailment of Service, as set forth in General Rule 15 and General Rule 16 of this Tariff, and as such pay a lower Pipeline Capacity Charge than do Firm Sales Service Customers.

**Transportation Service Types:**

**Firm Transportation Service Type.** A Customer that selects this Service Type must secure the purchase and delivery of gas supplies from an Authorized Supplier/Agent of Customer's choosing. The Transportation of Customer-Owned Gas supplies is governed by the Terms and Conditions set forth in Schedule T of this Tariff, and the Company's Gas Transportation Operating Policies and Procedures.

**Interruptible Transportation Service Type.** A Customer that selects this Service Type must secure the purchase and delivery of gas supplies from an Authorized Supplier/Agent of Customer's choosing. The Transportation of Customer-Owned Gas supplies is governed by the Terms and Conditions set forth in Schedule T of this Tariff, and the Company's Gas Transportation Operating Policies and Procedures. Interruptible Transportation Service Customers are subject to Curtailment of Service, as set forth in General Rule 15 and General Rule 16 of this Tariff.

**Combination Service Types:**

**A Combination of Firm Sales Service Type with Interruptible Sales Service Type.** A Customer that selects this Service Type must specify the exact daily delivery volumes that are to be billed as Firm Sales Service. Firm Sales Service volumes will be billed at the rates specified for Firm Sales Service, and will always be billed first. The Firm Pipeline Capacity Charge – Peak Demand Option (per therm of MDDV) for payment of Pipeline Capacity Charges will apply for all Firm Sales Service volumes. When all Firm Sales Service volumes have billed, all additional volumes will be billed at the rates specified for Interruptible Sales Service, except that the Company will bill only one Customer Charge for this Service Type. All Interruptible Sales Service volumes will be subject to Curtailment as set forth in General Rule 15 and General Rule 16 of this Tariff.

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RATE SCHEDULE 42  
LARGE VOLUME NON-RESIDENTIAL SALES AND TRANSPORTATION SERVICE  
(continued)

**DESCRIPTION OF TYPES OF SERVICE AND REQUIREMENTS FOR SERVICE (continued):**

**Combination Service Types (continued):**

A Combination of Firm Sales Service Type with Interruptible Sales Service Type: (continued)

Under a Priority 4 or 5 Curtailment Order, Customer will be allowed to take their Firm Sales Service up to the Firm Sales MDDV. Amounts in excess of the Firm MDDV may be considered unauthorized and subject to charges under Schedule C. Under a Priority 3 Curtailment Order, the Company may require that the Firm Sales MDDV be prorated on an hourly basis.

A Combination of Firm Sales Service Type with Firm Transportation Service Type. A Customer that selects this Service Type must specify the exact daily delivery volume that is to be billed as Firm Sales Service. The Firm Pipeline Capacity Charge – Peak Demand Option (per therm of MDDV) for payment of Pipeline Capacity Charges will apply for all Firm Sales Service volumes. Firm Sales Service volume will be billed at the rates specified for Firm Sales Service, and will always bill first. When all Firm Sales Service volume has billed, all additional volumes will be billed at the rates specified for Firm Transportation Service, except that the Company will bill only one Customer Charge for this Service Type.

Customer must secure the purchase and delivery of gas supplies from an Authorized Supplier/Agent of Customer's choosing for all Firm Transportation Service volumes. The Transportation of Customer-Owned Gas is governed by the Terms and Conditions set forth in Schedule T of this Tariff, and the Company's Gas Transportation Operating Policies and Procedures.

A Combination of Firm Sales Service Type with Interruptible Transportation Service Type. A Customer that selects this Service Type must specify the exact daily delivery volume that is to be billed as Firm Sales Service. Firm Sales Service volume will be billed at the rates specified for Firm Sales Service, and will always be billed first. The Firm Pipeline Capacity Charge – Peak Demand Option (per therm of MDDV) for payment of Pipeline Capacity Charges will apply for all Firm Sales Service volume. When all Firm Sales Service volume has billed, all additional volumes will be billed at the rates specified for Interruptible Transportation Service, except that the Company will bill only one Customer Charge for this Service Type. All Interruptible Transportation Service volumes will be subject to Curtailment as set forth in General Rule 15 and General Rule 16 of this Tariff.

Customer must secure the purchase and delivery of gas supplies from an Authorized Supplier/Agent of Customer's choosing for all Interruptible Transportation Service volumes. The Transportation of Customer-Owned Gas is governed by the Terms and Conditions set forth in Schedule T of this Tariff, and the Company's Gas Transportation Operating Policies and Procedures.

A Combination of Interruptible Sales Service Type with Interruptible Transportation Service Type. A Customer that selects this Service Type must specify the exact daily delivery volume that is to be billed as Interruptible Sales Service. Interruptible Sales Service volume will be billed at the rates specified for Interruptible Sales Service, and will always be billed first. When all Interruptible Sales Service volume has billed, all additional volumes will be billed at the rates specified for Interruptible Transportation Service, except that the Company will bill only one Customer Charge for this Service Type. All Interruptible Sales Service and Interruptible Transportation Service Customers are subject to Curtailment of Service, as set forth in General Rule 15 and General Rule 16 of this Tariff, and as such pay a lower Pipeline Capacity Charge than do Firm Sales Service Customers.

(continue to Sheet 142.8)

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RATE SCHEDULE 42  
LARGE VOLUME NON-RESIDENTIAL SALES AND TRANSPORTATION SERVICE  
(continued)

**DESCRIPTION OF TYPES OF SERVICE AND REQUIREMENTS FOR SERVICE (continued):**

**Combination Service Types (continued):**

A Combination of Interruptible Sales Service Type with Interruptible Transportation Service Type.  
(continued)

Customer must secure the purchase and delivery of gas supplies from an Authorized Supplier/Agent of Customer's choosing for all Interruptible Transportation Service volumes. The Transportation of Customer-Owned Gas is governed by the Terms and Conditions set forth in Schedule T of this Tariff, and the Company's Gas Transportation Operating Policies and Procedures.

A Combination of Firm Transportation Service Type with Interruptible Transportation Service Type. A Customer that selects this Service Type must specify the exact daily delivery volume that is to be billed as Firm Transportation Service. Firm Transportation Service volume will always be billed first. When all Firm Transportation Service volume has billed, all additional volumes will be billed at the rates specified for Interruptible Transportation Service, except that the Company will bill only one Customer Charge for this service type. All Interruptible Transportation Service volumes will be subject to Curtailment as set forth in General Rule 15 and General Rule 16 of this Tariff.

**DETERMINATION OF MDDV:**

The MDDV is used to calculate the Firm Pipeline Capacity Charge – Peak Demand option applicable to Firm Sales Service under this Rate Schedule. Following establishment of a Customer's Initial MDDV, as set forth in Sections A and B, the Customer's MDDV will be adjusted each as set forth in Section C below:

- A. For a New Customer, the Initial MDDV to be used for billing purposes will equal the "name plate" hourly rating of the equipment to be served, times twelve (12), or an estimated volume acceptable to the Company that is based upon the best information about Customer's planned operations that is known at that time.
- B. For an Existing Customer, the Initial MDDV for billing purposes will be:
  - (i) The highest actual MDDV of record for the most recent months January, February, November and December, as determined from AMR data, if available; or, if not available,
  - (ii) The highest calculated MDDV for each of the most recent months January, February, November and December, calculated by taking the Customer's actual metered usage during the month, divided by the number of days in the Billing Month, the result divided by 0.7.
- C. The Initial MDDV will be used for billing purposes in each Billing Month, up to the first Peak Period month that follows the date that the Initial MDDV was first effective for billing purposes. During the first Peak Period, and for each Peak Period thereafter, the MDDV for billing purposes will be determined as follows:

(continue to Sheet 142.9)

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**RATE SCHEDULE 42**  
**LARGE VOLUME NON-RESIDENTIAL SALES AND TRANSPORTATION SERVICE**  
(continued)

**DETERMINATION OF MDDV (continued):**

- (i) For each month of the Peak Period, the MDDV for billing purposes will equal the higher of (a) the Customer's current MDDV or (b) the Customer's actual MDDV of record for that Billing Month, as determined from AMR data, or from the calculated method described in (B)(ii) above, whichever applies. AMR data will always be used where an AMR device is installed and operational.
- (ii) Effective with the first Billing Month following the end of the Peak Period, the MDDV to be used for billing purposes in each month of the following non-Peak Period (March through October) will be the highest MDDV of record during the last Peak Period.

Peak Period is defined as (a) the most recent consecutive Billing Months November through February for customers billed at month-end; or (b) the most recent consecutive Billing Months November through March for customers billed on any other monthly interval.

Out-of-Cycle Adjustments to MDDV. Upon a Customer's request, and upon a showing to Company's satisfaction that a change in Customer's operations warrants a change to the Customer's MDDV, the Company may adjust Customer's MDDV at any time. Any MDDV change will be effective with the first monthly bill issued following the date that the need for the change is identified. The Company will not be required to adjust any previously issued bills.

Existing AMR Device. If an AMR device is installed and operational at the time a Customer initiates service under this Rate Schedule, the AMR data will be used for calculating a Customer's MDDV for purposes of billing the Pipeline Capacity Charge, even if the AMR data is not used for other billing purposes.

**GENERAL TERMS:**

Service under this Rate Schedule is governed by the terms of this Rate Schedule, the General Rules and Regulations 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.

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**RATE SCHEDULE 42**  
**LARGE VOLUME NON-RESIDENTIAL SALES AND TRANSPORTATION SERVICE**  
 (continued)

**MONTHLY SALES RATES:**

Effective: January 1, 2009

The rates shown in this Rate Schedule may not always reflect actual billing rates. See **SCHEDULE 200** for a list of applicable adjustments. Rates are subject to changes for purchased gas costs and technical rate adjustments.

<b>FIRM SALES SERVICE CHARGES [1]:</b>				
Customer Charge (per month, all service types):				<b>\$1,300.00</b>
	Base Rate	Commodity Component [2]	Total Temporary Adjustments [3]	Billing Rates
<b>C42SF Volumetric Charges (per therm):</b>				
Block 1: 1 <sup>st</sup> 10,000 therms	\$0.11824	\$0.86464	\$0.00370	<b>\$0.98658</b>
Block 2: Next 20,000 therms	\$0.10584	\$0.86464	\$0.00385	<b>\$0.97433</b>
Block 3: Next 20,000 therms	\$0.08117	\$0.86464	\$0.00415	<b>\$0.94996</b>
Block 4: Next 100,000 therms	\$0.06493	\$0.86464	\$0.00435	<b>\$0.93392</b>
Block 5: Next 600,000 therms	\$0.04329	\$0.86464	\$0.00461	<b>\$0.91254</b>
Block 6: All additional therms	\$0.01623	\$0.86464	\$0.00494	<b>\$0.88581</b>
<b>I42SF Volumetric Charges (per therm):</b>				
Block 1: 1 <sup>st</sup> 10,000 therms	\$0.11823	\$0.86464	\$0.00392	<b>\$0.98679</b>
Block 2: Next 20,000 therms	\$0.10583	\$0.86464	\$0.00405	<b>\$0.97452</b>
Block 3: Next 20,000 therms	\$0.08116	\$0.86464	\$0.00431	<b>\$0.95011</b>
Block 4: Next 100,000 therms	\$0.06493	\$0.86464	\$0.00447	<b>\$0.93404</b>
Block 5: Next 600,000 therms	\$0.04329	\$0.86464	\$0.00469	<b>\$0.91262</b>
Block 6: All additional therms	\$0.01623	\$0.86464	\$0.00497	<b>\$0.88584</b>
Firm Service Distribution Capacity Charge (per therm of MDDV per month):				<b>\$0.15748</b>
Firm Sales Service Storage Charge (per therm of MDDV per month):				<b>\$0.20415</b>
<b>Pipeline Capacity Charge Options (select one):</b>				
Firm Pipeline Capacity Charge - Volumetric option (per therm):				<b>\$0.11592</b>
Firm Pipeline Capacity Charge - Peak Demand option (per therm of MDDV per month):				<b>\$1.73</b>
<b>INTERRUPTIBLE SALES SERVICE CHARGES [4]: (C42SI and I42SI)</b>				
Customer Charge (per month):				<b>\$1,300.00</b>
<b>Volumetric Charges (per therm):</b>				
Block 1: 1 <sup>st</sup> 10,000 therms	\$0.11822	\$0.86464	\$0.01365	<b>\$0.99651</b>
Block 2: Next 20,000 therms	\$0.10582	\$0.86464	\$0.01374	<b>\$0.98420</b>
Block 3: Next 20,000 therms	\$0.08115	\$0.86464	\$0.01393	<b>\$0.95972</b>
Block 4: Next 100,000 therms	\$0.06492	\$0.86464	\$0.01405	<b>\$0.94361</b>
Block 5: Next 600,000 therms	\$0.04328	\$0.86464	\$0.01421	<b>\$0.92213</b>
Block 6: All additional therms	\$0.01623	\$0.86464	\$0.01442	<b>\$0.89529</b>
Interruptible Pipeline Capacity Charge (per therm):				<b>\$0.04049</b>
Interruptible Sales Service Storage Charge (per therm of MDDV per month)				<b>\$0.10208</b>

- [1] For Firm Sales Service, the Monthly Bill shall equal the sum of the Customer Charge, plus the Volumetric Charges, plus the Distribution Capacity Charge, plus the Storage Capacity Charge, plus the Pipeline Capacity Charge selected by the Customer, plus any other charges that may apply from Schedule C or Schedule 10.
- [2] The stated rate is the Company's Annual Sales WACOG. However, the Commodity Component to be billed will be dependent on Customer's Service Type Selection and may instead be Winter Sales WACOG or Monthly Incremental Cost of Gas.
- [3] Where applicable, as set forth in this rate schedule, the Account 191 portion of the Temporary Adjustments as set forth in Schedule 201 may not apply.
- [4] For Interruptible Sales Service, the Monthly Bill shall equal the sum of the Customer Charge, plus the Volumetric Charges, plus the Pipeline Capacity Charge, plus any other charges that apply from Schedule C or Schedule 10.
- (continue to Sheet 142.11)

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Fourth Revision of Sheet 143.1

Cancels Third Revision of Sheet 143.1

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**RATE SCHEDULE 43  
HIGH VOLUME NON-RESIDENTIAL  
FIRM AND INTERRUPTIBLE TRANSPORTATION SERVICE**

**SERVICE AVAILABILITY:**

Service under this Rate Schedule is available on the Company's Distribution System to Non-Residential Customers in all territory served by the Company under the Tariff of which this Rate Schedule is a part, provided that the Company determines, in its sole judgment, that adequate supply and capacity exists to accommodate a Customer's service requirements. Service under this Rate Schedule cannot be combined with service under any other Rate Schedule.

**SELECTION OF RATE SCHEDULE AND TYPES OF SERVICE:**

It is the responsibility of the Customer to select the Rate Schedule and Service Type (a Service Type Selection) that best meets the Customer's individual service requirements. A Customer's Service Type Selection is subject to the Company's approval as described in "SERVICE SELECTIONS – PROCESS AND PROCEDURE" of this Rate Schedule, and in the Company's applicable policies and procedures.

**PRE-REQUISITES TO SERVICE:**

1. An application for service must be made in accordance with the provisions of General Rule 1 of this Tariff.
2. Any Customer may be required to establish or re-establish credit under the terms and conditions of General Rule 2 of this Tariff.
3. A Customer may be required to pay the Company, in advance, for costs related to the Company's installation of any new or additional Distribution Facilities necessary to provide service to Customer under this Schedule. See Schedule E.
4. When the installation of new or additional Distribution Facilities is necessary to provide service to Customer, the Company may require Customer enter into a written service agreement.
5. A New Customer must submit a Service Election Form specifying the Customer's Service Type Selection at the time the Customer initially applies for service with the Company.
6. A Customer must have an approved Service Type Selection under this rate schedule;
7. The Company may require that Company-owned telemetry equipment be installed at Customer's Premise, subject to charges set forth in Schedule 10.
8. An AMR device is required for all Service Types, and Customer, at Customer's expense, must provide active and continuous telephone service to the billing meter(s) at all times. The telephone service must be installed in accordance with the Company's specifications, and must be in place and activated in advance of the requested effective date of service; and
9. A Customer must be able to receive notices via automatic electronic means acceptable to the Company.
10. Customers that elect an Interruptible Service Type must identify at least one authorized emergency contact that is accessible for notification 24-hours per day, 7-days per week and must notify the Company of any changes to the emergency contact as provided in this Rate Schedule, or at least annually upon Company request;

**GENERAL OBLIGATIONS APPLICABLE TO EACH SERVICE TYPE:**

The Company will bill a Customer and the Customer must pay the Company the rates according to: (a) the Customer's Service Type Selection, and (b) other options selected as shown under the Monthly Rates section at the end of this Rate Schedule. Except as provided in General Rule 14 of this Tariff, no seasonal or temporary Discontinuance of Service is permitted for any Service Selection under this Rate Schedule. . Should the same Customer close and reactivate an account at the same premise twice within a 24-month period, upon the second occurrence, the Company will bill the Customer the minimum monthly bill obligations for the months that service was inactive during the most recent 12-months. Upon a third occurrence, the Company may involuntarily transfer the Customer to Rate Schedule 3.

(continue to Sheet 143.2)

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Fifth Revision of Sheet 143.2

Cancels Fourth Revision of Sheet 143.2

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**RATE SCHEDULE 43  
HIGH VOLUME NON-RESIDENTIAL  
FIRM AND INTERRUPTIBLE TRANSPORTATION SERVICE  
(continued)**

**GENERAL OBLIGATIONS APPLICABLE TO EACH SERVICE TYPE: (continued)**

Where an AMR device is installed and used for billing purposes, Customer must promptly restore telephone service to the AMR device following an outage, no matter the cause. If failure to restore telephone service to the AMR device within thirty (30) days of notice from the Company can reasonably be assumed to be within the Customer's control, it is cause for the Company to reassign Customer to another Rate Schedule or another Service Type Selection that does not require an AMR device.

**ANNUAL SERVICE ELECTION – July 31 Election for November 1 Service:**

The Annual Service Election is the date by which a Customer may request to change all or a portion of their Service Type Selection for the following November 1 through October 31 period (PGA Year). All requests must be received by the Company on or before July 31, and will be effective the following November 1. Except as identified in this Rate Schedule under "OUT-OF-CYCLE TRANSFERS," a Customer may not make a change to their Service Type Selection at any other time.

Transfers from a Sales Service under another Rate Schedule to Transportation Service under this Rate Schedule, and transfers from Transportation Service under this Rate Schedule to a Sales Service under another Rate Schedule, are further subject to the provisions in this Rate Schedule under "APPLICATION OF TEMPORARY ADJUSTMENTS TO RATES (ACCOUNT 191 ADJUSTMENTS)."

The Service Types available under this Rate Schedule and the required selections for each Service Type are set forth below. See "DESCRIPTION OF TYPES OF SERVICE AND REQUIREMENTS FOR SERVICE" in this Rate Schedule for additional information:

***Transportation Service Types:*\***

- a. Firm Transportation Service
- b. Interruptible Transportation Service

***Combination Service Type: \****

- Firm Transportation Service with Interruptible Transportation Service
- Customer must specify an exact daily delivery volume to be billed at Firm Transportation Service

\* Customer will automatically be placed on a month-end billing cycle.

Customer may specify an hourly delivery volume in their Service Election form. The total hourly delivery volume for any given 24-hour period must not exceed the total specified Firm MDDV.

The terms and conditions for submission and approval of a Service Type Selection are identified under "SERVICE TYPE SELECTIONS – PROCESS AND PROCEDURE" of this Rate Schedule. A Customer need not submit a Service Election Form if the Customer desires to retain its current Service Type Selection for the next PGA Year.

(continue to Sheet 143.3)

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Second Revision of Sheet 143.3

Cancels First Revision of Sheet 143.3

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**RATESCHEDULE 43  
HIGH VOLUME NON-RESIDENTIAL  
FIRM AND INTERRUPTIBLE TRANSPORTATION SERVICE  
(continued)**

**RATE SCHEDULE TRANSFERS:**

A transfer between Rate Schedules will be allowed upon one Billing Month advance notice to the Company. Any request to also change the Service Type Selection must comply with the provisions for 'OUT-OF-CYCLE TRANSFERS FOR CERTAIN SERVICE TYPES" set forth in this Rate Schedule. Customer eligibility for a Rate Schedule transfer is as follows:

New Customer. A Customer with an account for gas service to the Premise to be served by this Rate Schedule that was opened within the most recent 12 calendar months may transfer to any other Rate Schedule upon appropriate advance notice. Once a transfer is made, a second transfer cannot be made from that rate schedule until Customer has completed a minimum of 12 consecutive Billing Months.

Existing Customer. A Customer that has fulfilled 12 months of continuous service under this Rate Schedule may voluntarily transfer to another Rate Schedule at any time upon appropriate advance notice. Once a transfer is made, a second transfer cannot be made from that Rate Schedule until Customer has completed a minimum of 12 consecutive Billing Months.

**OUT-OF-CYCLE TRANSFERS:**

The following changes to a Customer's Service Type Selection may be allowed upon written notice to the Company not less than one Billing Month in advance of the requested effective date. The terms and conditions for submission and approval of a Service Type Selection are identified under "SERVICE TYPE SELECTIONS – PROCESS AND PROCEDURE" of this Rate Schedule.

Unless otherwise specified, the out-of-cycle transfers listed below may be made at any time during the calendar year. . Any out-of-cycle transfer that is made on or after the Annual Service Election date will only be in effect through October 31 of that same PGA Year. In such circumstance, the Service Type Selection to be effective November 1 will default to the Customer's Service Type Selection that was requested under the Annual Service Election provision, or in the absence of a request, that was in effect as of the Annual Service Election date. Nothing in this section prohibits a Customer from requesting a Service Type Selection change under the Annual Service Election provision.

Transfer from a Transportation Service Type to a Sales Service Type. A Transportation Service Customer under this Rate Schedule may request an out-of-cycle transfer to a Sales Service under a different Rate Schedule at any time during the calendar year. The Commodity Component applicable to out-of-cycle transfers to Sales Service will be the Monthly Incremental Cost of Gas, as determined in accordance with Schedule 250 of this Tariff. If the Customer took service under a Transportation Service Type in the prior PGA Year, then the Account 191 adjustments currently in effect for Sales Service will not apply. Where a Customer chooses a Firm Sales Service, Customer will be required to pay the applicable monthly Firm Pipeline Capacity Charges commencing with the effective date of the Firm Sales Service and continuing through the end of the current PGA Year. The monthly Firm Pipeline Capacity Charges and Monthly Firm Sales Service Storage Charges will continue to apply even if the Customer makes a subsequent out-of-cycle transfer to return to Transportation Service within the current PGA Year. If the out-of-cycle transfer request is to transfer from Interruptible

(continue to Sheet 143.4)

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Cancels Original Sheet 143.4

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RATE SCHEDULE 43  
HIGH VOLUME NON-RESIDENTIAL  
FIRM AND INTERRUPTIBLE TRANSPORTATION SERVICE  
(continued)

**OUT-OF-CYCLE TRANSFERS (continued):**

Transportation Service to Firm Sales Service, the transfer will be allowed provided that the Company has determined that adequate supply and capacity exists to accommodate the Customer's request. Customer may not transfer from Firm Transportation Service to Interruptible Sales Service, but Customer may transfer from Firm Transportation Service to Firm Sales Service.

The Commodity Component will automatically change to Annual Sales WACOG effective November 1 for a Customer who has submitted their service change request on or prior to Annual Service Election date for an effective date prior to November 1. The Commodity Component will automatically change to Annual Sales WACOG effective November 1 of the following PGA Year for a Customer who has submitted their service change request after the Annual Service Election date. A Customer is eligible to select the Company's Winter Sales WACOG for the Commodity Component provided Customer submits a Service Election Form to the Company on or before the Winter Sales WACOG Election date.

Transfer from a Sales Service Type to a Transportation Service Type. This out-of-cycle transfer is restricted to: (1) A New Customer that prior to the service activation date made advance arrangements with the Company, in writing, to transfer within the first 12-months; or (2) the Customer takes Sales Service under a different Rate Schedule and the Customer's Sales Service Commodity Component at the time of the transfer request is either (a) Winter Sales WACOG, or (b) Monthly Incremental Cost of Gas.

Where a Customer is transferring from the Winter Sales WACOG Commodity Component option, the transfer to Transportation Service is allowed only during the months April through October. Where a Customer is transferring from a Sales Service Type at the Monthly Incremental Cost of Gas Commodity Component, the transfer can be requested at any time. Customer will continue to be billed and will pay any Account 191 adjustments that applied to Customer's Sales Service.

If the Customer transfers from a Firm Sales Service Type, then Customer will continue to be billed and will pay the applicable monthly Firm Pipeline Capacity Charges associated with the Firm Sales Service Type from which Customer transferred, or accept a release of that capacity as described in the 'OUT-OF-CYCLE TRANSFERS FOR CERTAIN SERVICE TYPES' provision in the Rate Schedule from which the Customer is transferring.

If the out-of-cycle transfer request is to transfer from Interruptible Sales Service to Firm Transportation Service, the transfer will be allowed provided that the Company has determined that adequate capacity exists to accommodate the Customer's request. Customer may not transfer from Firm Sales Service to Interruptible Transportation Service, but Customer may transfer from Firm Sales Service to Firm Transportation Service.

Transfer from an Interruptible Service Type to a Firm Service Type. A Customer that is receiving Interruptible Transportation Service may request to change to Firm Transportation Service, subject to Company approval as set forth in "SERVICE TYPE SELECTION – PROCESS AND PROCEDURES."

Transfer from a Firm Service Type to an Interruptible Service Type. This transfer is only available to a New Customer that prior to the service activation date made advance arrangements with the Company, in writing, to make the transfer within the first 12-months of the service activation date.

(continue to Sheet 143.4.1)

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**RATESCHEDULE 43  
HIGH VOLUME NON-RESIDENTIAL  
FIRM AND INTERRUPTIBLE TRANSPORTATION SERVICE  
(continued)**

**APPLICATION OF TEMPORARY ADJUSTMENTS TO RATES (ACCOUNT 191 ADJUSTMENTS):**

Account 191 Adjustments are the portion of the Temporary Adjustment in rates that relates to the deferral of commodity and pipeline capacity charges, specifically, the Account 191 Commodity Adjustment and Account 191 Pipeline Capacity Adjustment, as set forth in Schedule 201.

A Customer is subject to the Account 191 portion of the Temporary Adjustment based on the Service Type they had during the PGA Year in which the deferral was created. If a Customer was on either Annual Sales WACOG or Winter Sales WACOG during the prior PGA Year, then they will receive the Account 191 portion of the Temporary Adjustment (charge or credit) in effect for the current PGA Year. If a Customer was on Transportation Service for the full period of the preceding PGA Year, then they will not receive the current year's Account 191 portion of the Temporary Adjustment (charge or credit). This application of the Account 191 portion of the Temporary Adjustment is not affected by changes in Service Type that may occur in the current PGA Year.

**SERVICE TYPE SELECTIONS – PROCESS AND PROCEDURE:**

Service Election Form. Any Service Type Selection change must be submitted on the Company's Service Election Form. The Company will personally deliver, mail, fax, or e-mail a Service Election Form to a Customer, upon request. Customers with multiple active Natural Gas service accounts and/or multiple billing meters within a single service account must submit a separate Service Election Form for each billing meter. The Service Election Form must be completed and signed by an authorized representative of the Customer, and delivered to Company in person, by facsimile transmission, or by U.S. mail. The Company will notify a Customer by the end of the next Business Day if the Service Election Form is incomplete or does not meet the notice requirements for the change being requested, or for any other reason the Company determines in its reasonable discretion. Customer may resubmit a new Service Election Form provided it is received by the Company in accordance with the applicable Service Type Selection Change provisions set forth elsewhere in this Rate Schedule.

Customers requesting an Interruptible Service Type **must** include names and telephone numbers for all authorized emergency contacts. At least one authorized emergency contact must be accessible for notification 24-hours per day, 7-days per week. Following each Annual Election, the Company will provide the emergency contact form to Customers that elected an Interruptible Service Type. It is the Customer's responsibility to notify the Company within five (5) Business Days of any change to Customer's authorized emergency contact information. The Company will ensure the emergency contact form is easily accessible for this purpose.

Customers must comply with the provisions of General Rule 1 in the event of a change in business name or a change in ownership.

Company Approval of Service Type Selection. The Company will notify a Customer of the Company's approval or denial of Customer's Service Type Selection request within ten (10) Business Days from the date that the Service Election Form is received and accepted by Company. The Company will include an explanation for any denial of a Customer's Service Type Selection request at the time of notification.

(continue to Sheet 143.5)

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First Revision of Sheet 143.5

Cancels Original Sheet 143.5

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**RATE SCHEDULE 43  
HIGH VOLUME NON-RESIDENTIAL  
FIRM AND INTERRUPTIBLE TRANSPORTATION SERVICE  
(continued)**

**SERVICE TYPE SELECTIONS – PROCESS AND PROCEDURE:** (continued)

The Company's approval of a Service Type Selection will be based upon the Company's determination, in its sole judgment, that: (a) adequate supply and capacity is available to accommodate Customer's request, and (b) Customer has satisfactorily established or has satisfactorily re-established credit under the terms and conditions of General Rule 2 of this Tariff. Any change in a Customer's Rate Schedule or Service Type will be deemed a change in condition of service.

**DESCRIPTION OF SERVICE TYPES AND REQUIREMENTS FOR SERVICE:**

A Customer must make one Service Type Selection per billing meter from the list of available service types. The Service Types and the respective requirements of each Service Type are described below and elsewhere in this Rate Schedule, including, without limitation, "PRE-REQUISITES TO SERVICE":

**Transportation Service Types:**

**Firm Transportation Service Type.** A Customer that selects this service type must secure the purchase and delivery of gas supplies from an Authorized Supplier/Agent of Customer's choosing. The Transportation of Customer-Owned Gas supplies is governed by the Terms and Conditions set forth in Schedule T of this Tariff, and the Company's Gas Transportation Operating Policies and Procedures.

**Interruptible Transportation Service Type.** A Customer that selects this Service Type must secure the purchase and delivery of gas supplies from an Authorized Supplier/Agent of Customer's choosing. The Transportation of Customer-Owned Gas supplies is governed by the Terms and Conditions set forth in Schedule T of this Tariff, and the Company's Gas Transportation Operating Policies and Procedures. Interruptible Transportation Service Customers are subject to Curtailment of Service, as set forth in General Rule 15 and General Rule 16 of this Tariff.

**Combination Service Types:**

**A Combination of Firm Transportation Service Type with Interruptible Transportation Service Type.** A Customer that selects this Service Type must specify the exact daily delivery volume that is to be billed as Firm Transportation Service. Firm Transportation Service volumes will be billed at the rates specified for Firm Transportation Service, and will always be billed first. When all Firm Transportation Service volume has billed, all additional volumes will be billed at the rates specified for Interruptible Transportation Service, except that the Company will bill only one Customer Charge for this service type. All Interruptible Transportation Service volumes will be subject to Curtailment as set forth in General Rule 15 and General Rule 16 of this Tariff.

**GENERAL TERMS:**

Service under this Rate Schedule is governed by the terms of this Rate Schedule, the General Rules and Regulations 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.

(continue to Sheet 143.6)

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RATE SCHEDULE 54  
EMERGENCY SALES SERVICE

**-- CANCELLED --**

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*Issued by: NORTHWEST NATURAL GAS COMPANY*  
*d.b.a. NW Natural*  
*220 N.W. Second Avenue*  
*Portland, Oregon 97209-3991*

**NORTHWEST NATURAL GAS COMPANY**

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SCHEDULE 250  
MONTHLY INCREMENTAL COST OF GAS

**APPLICABILITY:**

This Schedule applies to Customers that have requested and been approved by the Company to change Rate Schedules and/or Service Types under the following situations:

1. Customer has requested and been approved to make a Service Type Selection change from any Transportation Service Type to any Sales Service Type in accordance with the "OUT-OF-CYCLE TRANSFERS" section of the applicable Rate Schedule.
2. Customer has requested and been approved to make a Service Type Selection change from any Transportation Service Type to any Sales Service Type in accordance with the "ANNUAL SERVICE ELECTION PERIOD – JULY 31 ELECTION FOR NOVEMBER 1 SERVICE" section of the applicable Rate Schedule with an effective date for Sales Service that is prior to November 1.
3. Customer has a Service Type Selection of Sales Service at Winter Sales WACOG and Customer will pay for Sales Service at Monthly Incremental Cost of Gas effective April 1.
4. Customer has requested and been approved to make a Rate Schedule and Service Type change from Transportation Service under Rate Schedule 41, 42 or 43 or under a special contract to Sales Service under Rate Schedule 3 outside of the Annual Service Election.

**APPLICATION TO RATE SCHEDULES:**

For each of the applicable Billing Months, the Commodity Component of the volumetric charges shall be billed at Monthly Incremental Cost of Gas.

**CALCULATION OF MONTHLY INCREMENTAL COST OF GAS:**

Monthly Incremental Cost of Gas will be calculated as follows:

For each Billing Month:

- A. The "One-month spot price average" for AECO/NIT transactions published in the Canadian Gas Price Reporter Natural Gas Market Report, as listed in US dollars per million Btu (the AECO Index) at the start of the Billing Month will be added to:
- B. Pipeline fuel-in-kind and line loss charges and pipeline variable transportation charges in effect on the pipeline systems of TransCanada Alberta (NOVA), TransCanada BC System (TCPL BC), Transmission Northwest Corporation (GTN), and Northwest Pipeline (NPC) to derive a city gate price.
- C. The city gate price is then adjusted for the Company's revenue sensitive effects, and is converted from million Btus to Therms to derive the Monthly Incremental Cost of Gas.
- D. The Company will post the Monthly Incremental Cost of Gas on its website ([www.nwnatural.com](http://www.nwnatural.com)) as soon as it is available each month.

**GENERAL TERMS:**

Service under this Rate Schedule is governed by the terms of this Rate Schedule, the General Rules and Regulations 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.

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