

**PUGET SOUND ENERGY
Natural Gas Tariff**

SCHEDULE NO. 88R

(N)

Interruptible Distribution System Biomethane Receipt Service

- 2. **TERMS OF SERVICE:** (Continued) Extension, reinforcement or modification of the Company's distribution system (including installation of monitoring, odorization, metering, communication or other necessary equipment) to allow for receipt of Biomethane shall be accomplished under Section 9 and the provisions of Rule 7, however, no gas usage shall be reflected in the facility investment analysis.
- 3. **RATES AND CHARGES:**
 - 1. The measurement of service shall be expressed in therms, each equivalent to 100,000 British thermal units.
 - 2. Basic charge per month: \$439.10 to recover metering, nominations and billing costs.
 - 3. Gas quality monitoring charge per month: \$1,146.20.
 - 4. Receipt service costs as set forth in Section 9 and Section 10 will be billed to the Customer's account.
- 4. **ADJUSTMENTS:** Rates in this schedule are subject to adjustments as set forth in Schedule No. 1 and to adjustment by other adjusting and supplemental schedules, when applicable.
- 5. **DEFINITIONS:**
 - 1. **Biogas:** A product of anaerobic digestion of biomass that may be further processed to meet Biomethane specifications. Biogas includes gases derived from landfills, wastewater treatment plants and dairy and farm wastes as set forth in RCW 43.325.010.
 - 2. **Biomethane:** A product generally extracted from Biogas through cleanup and conditioning. Biomethane, also known as Renewable Gas, is considered suitable for many end-user applications and may be considered suitable for inclusion in natural gas pipeline systems.

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Interruptible Distribution System Biomethane Receipt Service

5. **DEFINITIONS:** (Continued)

- 3. **Customer System:** All facilities necessary for producing Biomethane that meets the Minimum Gas Quality suitable for receipt on Company's natural gas distribution system, including scrubbing, compressing, drying, and delivering Biomethane that meets the Minimum Gas Quality to the Receipt Point, but excludes any equipment, including meters, that the Company chooses to install within the Customer System. The Customer System shall also include all Monitoring Equipment and facilities for monitoring and interrupting the flow of Biomethane as described in this Schedule and the Gas Quality Agreement.
- 4. **Daily Contract Volume:** The maximum daily volume of Biomethane that may be received into the Company's distribution system during each Gas Day. The Daily Contract Volume shall be determined in the Company's sole judgment based on the location of the Biomethane receipt relative to expected system gas flow, system design and the Minimum Gas Quality to be received.
- 5. **Interconnecting Line:** That pipe which is downstream of the Point of Receipt and is owned by the Company and specifically used to move Biomethane from the Point of Receipt to the Company's distribution system.
- 6. **Minimum Gas Quality:** The specifications set forth in the Gas Quality Agreement which shall be established for the Biomethane received into the Company's distribution system from the Biomethane Customer.
- 7. **Monitoring Equipment:** All instruments and equipment owned and operated by Biomethane Customer and used by Biomethane Customer and the Company to monitor and confirm Biomethane delivered to the Company pursuant to this Schedule meets the Minimum Gas Quality.

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Interruptible Distribution System Biomethane Receipt Service

7. UNAUTHORIZED SUPPLY AND BALANCING OF BIOMETHANE: (Continued)

- 2. Balancing service is included in the basic charge per month under this rate schedule. The balancing service will provide daily balancing equivalent to the difference between the Biomethane Customer's daily Confirmed Nomination and daily Biomethane volumes received from Biomethane Customer. All accumulated daily volumes received during a billing period are subject to the monthly balancing provisions of this rate schedule.
 - a. Daily received volumes will be accumulated at the end of the current billing period and shall be equal to the Biomethane Customer's total Confirmed Nominations for the current billing period. For any accumulated received volumes not equal to accumulated Confirmed Nominations, the provisions in subparagraphs b, c, d and e of this section 7.2 apply. The Company will communicate on each business day (Monday through Friday except holidays) to the Biomethane Customer and/or Biomethane Customer's Agent (as authorized by Biomethane Customer) information regarding any imbalance (Overrun or Underrun) on a business day basis. The monthly bill, typically issued in the first week of the month for the prior month's service, will include, either with the bill or as a separate mailing, any cumulative imbalance and is notice to the Biomethane Customer of such imbalance.
 - b. Monthly Imbalances:
 - i. At each month end, a "Monthly Imbalance" occurs if the accumulated daily received volumes for the billing period differ from the accumulated daily Confirmed Nominations for the billing period. If the accumulated daily received volumes for the billing period are in excess of the accumulated daily Confirmed Nominations for the billing period, the Monthly Imbalance is a "Monthly Overrun". If the accumulated daily received volumes for the billing period are less than the accumulated daily Confirmed Nominations for the billing period, the Monthly Imbalance is a "Monthly Underrun".

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Interruptible Distribution System Biomethane Receipt Service

7. UNAUTHORIZED SUPPLY AND BALANCING OF BIOMETHANE: (Continued)

c. Cumulative Overrun: (Continued)

- ii. A Cumulative Overrun amount will be communicated with monthly bills. For a bill that reflects an Excess Volume, the Customer will be given until the end of the second subsequent billing period following the bill reflecting an Excess Volume (approximately 50 non-Constraint Period days) to eliminate all Excess Volume by bringing the Cumulative Overrun within the Allowed Imbalance Tolerance or by creating a Cumulative Underrun. If the Excess Volume is not eliminated by the second subsequent bill, the Biomethane Customer will be billed a charge of \$1.00 per therm for all Excess Volume in addition to the Biomethane Customer's normal charges. In the event the month end Excess Volume has not been eliminated at the end of billing periods following the second subsequent bill, the Biomethane Customer will again be billed an amount equal to the second subsequent bill, the Biomethane Customer will again be billed an amount equal to the Excess Volume at a charge of \$1.00 per therm. Billing for Excess Volume will continue each month until a month end when the Excess Volume is eliminated. A total month end Excess Volume of less than 10 therms will not be considered an Excess Volume for billing purposes.
- iii. In lieu of the charge for Excess Volume, the Biomethane Customer may buy out the Excess Volume by paying the Company 125% of the then-current first-of-month index for the point entitled Northwest Pipeline Corp. Canadian border as reported in the Platts publication Inside FERC's Gas Market Report (including revenue related taxes). Biomethane Customer must notify the Company in writing of its intent to exercise the option to buy out the Excess Volume not later than the fifteenth (15th) day of the month in which the Excess Volume charge would be assessed.

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Interruptible Distribution System Biomethane Receipt Service

7. UNAUTHORIZED SUPPLY AND BALANCING OF BIOMETHANE: (Continued)

c. Cumulative Overrun: (Continued)

iii. (Continued) If a Biomethane Customer exercises this buy out option, the Biomethane Customer's Excess Volume is eliminated, and the Cumulative Overrun is reduced by the current Excess Volume purchased. The Biomethane Customer must include payment for the Excess Volume with its written letter of intent.

d. Cumulative Underrun:

- i. A "Cumulative Underrun" exists when the sum of the current Monthly Imbalance and the prior month's Cumulative Imbalance yields an Underrun. Deficiency Volume is determined at each month end when a Cumulative Underrun exists. "Deficiency Volume" is defined as the number of therms of Cumulative Underrun that are less than the lower end of the Allowed Imbalance Tolerance.
- ii. A Cumulative Underrun amount will be communicated with monthly bills. For a bill that reflects a Deficiency Volume, the Biomethane Customer will be given until the end of the second subsequent billing period following the bill reflecting a Deficiency Volume (approximately 50 non-Constraint Period days) to eliminate the Deficiency Volume by bringing the Cumulative Underrun within the Allowed Imbalance Tolerance or by creating a Cumulative Overrun. If the Deficiency volume is not eliminated by the second bill, the Biomethane Customer will be billed a charge of \$1.00 per therm for all Deficiency Volume in addition to the Biomethane Customer's normal charges.

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SCHEDULE NO. 88R

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Interruptible Distribution System Biomethane Receipt Service

7. UNAUTHORIZED SUPPLY AND BALANCING OF BIOMETHANE: (Continued)

d. Cumulative Underrun: (Continued)

ii. (Continued) In the event the Deficiency Volume has not been eliminated at the end of billing periods following the second subsequent bill, the Biomethane Customer will again be billed an amount equal to the Deficiency Volume at a charge of \$1.00 per therm. Billing for Deficiency Volumes will continue each month until a month end when the Deficiency Volume has been eliminated. A total month end Deficiency Volume of less than 10 therms will not be considered a Deficiency Volume for billing purposes.

iii. In lieu of the charge for Deficiency Volume, the Biomethane Customer may elect to cash out its Deficiency Volume and Company will then pay the Biomethane Customer on the Deficiency Volume a price per therm that is 75% of the then-current first-of-month index for the point entitled Northwest Pipeline Corp. Canadian Border, as reported in the Platts publication inside FERC's Gas Market Report (including revenue related taxes). Biomethane Customer must notify the Company in writing of its intent to exercise the option to receive the buy out of the Deficiency Volume not later than the fifteenth (15th) day of the month in which the Deficiency Volume charge would be assessed. If a Biomethane Customer exercises this buy out option, the Biomethane Customer's Deficiency Volume is eliminated, and the Cumulative Underrun is reduced by the current Deficiency Volume sold. The Company will credit the Biomethane Customer's account within thirty days of receipt of the Biomethane Customer's written intent to exercise the option to receive the buy out of the Deficiency Volume.

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Interruptible Distribution System Biomethane Receipt Service

7. UNAUTHORIZED SUPPLY AND BALANCING OF BIOMETHANE: (Continued)

e. Constraint Period provision: If receipt of the Biomethane Customer's gas supply is delayed because of a Company-imposed constraint (Curtailment or entitlement) of service (a "Constraint Period"), the period for balancing the volume received from the Biomethane Customer with the Biomethane Customer's Confirmed Nomination will be extended by the number of days service was constrained.

f. Balancing upon termination: If there exists a Cumulative Overrun upon termination of service under this tariff ("Termination" or "Terminated" in this paragraph) the Biomethane Customer shall have 15 non-Constraint Period days following Termination to eliminate the Cumulative Overrun. At the end of the 15 day period the following charges apply: a charge equal to 125% of the then-current first-of-month index for the point entitled Northwest Pipeline Corp. Canadian Border, as reported in the Platts publication inside FERC's Gas Market Report (including revenue related Taxes). If a Cumulative Underrun exists following 15 non-Constraint Period days after Termination by the Biomethane Customer the Underrun amount shall become the property of the Company by its purchase at 75% of the then-current first-of-month index for the point entitled Northwest Pipeline Corp. Canadian Border as reported in the Platts publication Inside FERC's Gas Market Report (included revenue related taxes).

8. **PAYMENT:** Bills are issued net, are due and payable when rendered, and become past due, all in accordance with Rule 9.

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Interruptible Distribution System Biomethane Receipt Service

9. OWNERSHIP OF EQUIPMENT AND FACILITIES:

1. The Biomethane Customer shall design, purchase, install and own the Monitoring Equipment, the Customer System, including all facilities designed to process Biomethane that meets the Minimum Gas Quality and to deliver such Biomethane to the Point of Receipt. These facilities shall include but not be limited to equipment necessary to scrub, dry, compress, monitor and interrupt gas. The Biomethane Customer represents to the Company that the Customer System, the Monitoring Equipment, and any line on the Biomethane Customer side of the Receipt Point is constructed in accordance with all applicable codes and standards.
2. Unless otherwise agreed the Biomethane Customer shall pay for, and the Company shall design, install and own the receipt meter, the Interconnecting Line, the PSE SCADA RTU and the facilities necessary to odorize the Biomethane.
3. Upon request by the Company, the Biomethane Customer shall submit to the Company, to the extent practicable, all information reasonably pertinent to the design and construction of, the Customer System (and related metering and odorizing facilities) and unless otherwise agreed, within ten (10) business days prior to making any material changes or modifications to the Customer System (and related metering and odorizing facilities), the Biomethane Customer shall submit to the Company all information reasonably pertinent to the changed or modified Customer System (and related metering and odorizing facilities) and the possible impact on the quality of the Biomethane delivered to Company. The Company shall have the right to review the same and to consult with the Biomethane Customer concerning such design and construction and changes or modifications; provided, that nothing herein shall be construed to impose any obligation or duty on the Company to assist in such design, construction, changes or modifications; nor shall any undertaking by the Company to consult with the Biomethane Customer, relieve or diminish the Customer's obligation with respect to the design, construction and operation of the Customer System.

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Interruptible Distribution System Biomethane Receipt Service

9. OWNERSHIP OF EQUIPMENT AND FACILITIES: (Continued)

- 3. (Continued) Further, the Company's undertaking any review as provided in this Section 9.3 will not relieve or reduce the Biomethane Customer's obligation to review and inspect the Customer System and related facilities for proper operation and compliance with any applicable codes, safety requirements and the Gas Quality Agreement. The Company shall have the right to inspect the Customer System and related facilities upon request.

10. OPERATION AND MAINTENANCE:

- 1. The Biomethane Customer shall use its best efforts to operate, maintain, repair and replace the Customer System to ensure that the Customer System is and remains adequate to produce Biomethane that meets the Minimum Gas Quality and Biomethane Customer shall operate, maintain, repair and replace the Monitoring Equipment and Customer System to ensure the interruption of delivery of Biomethane that does not meet the Minimum Gas Quality.
- 2. The Biomethane Customer shall pay for, and the Company shall operate, maintain and repair the receipt meter, odorizing facilities, the Interconnecting Line and the PSE SCADA RTU. Unless otherwise agreed by Biomethane Customer and the Company, Biomethane Customer shall provide for reasonable renewals and replacements thereof during the term of the Service Agreement.
- 3. Both the Company and the Biomethane Customer shall provide reasonable access to their facilities for purposes of operation, maintenance, repair and inspections pursuant to this Schedule and the Gas Quality Agreement.
- 4. The Biomethane Customer and the Company may provide for operation and maintenance to be undertaken by each other or by other persons or entities pursuant to separate agreements, subject to approval by the Company and the Biomethane Customer, which approval shall not be unreasonably withheld.

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Interruptible Distribution System Biomethane Receipt Service

10. OPERATION AND MAINTENANCE: (Continued)

5. The Company shall monitor the electronic data transmitted to it regarding the quality and quantity of Biomethane delivered, and shall have the right under the Gas Quality Agreement to periodically review, inspect and observe requested tests of the Customer System and related facilities to satisfy itself as to the proper operation of the Customer System and compliance with any applicable codes, safety requirements and the Gas Quality Agreement; provided, that nothing herein shall be construed to impose any obligation on the Company to periodically review and inspect the Customer System, related facilities or any portion thereof; nor shall the Company's undertaking to review or inspect any portion of the Customer System or related facilities relieve or diminish the Biomethane Customer's obligation to review and inspect the Customer System and related facilities for proper operation and compliance with any applicable codes, safety requirements and the Gas Quality Agreement.

6. The Company shall perform receipt meter calibrations on an annual basis. The Biomethane Customer shall be permitted to inspect and witness such calibrations, including the process and equipment used therein, and shall receive copies of any reports summarizing the results of these activities. Upon reasonable demand by the Biomethane Customer and at a cost to be borne by the Biomethane Customer, the Company shall undertake more frequent calibrations, and shall provide the Biomethane Customer with all results. Equitable adjustments shall be made in the event that a meter is found to have been inaccurate.

11. OTHER TERMS AND CONDITIONS:

1. Delivery of Biomethane by Biomethane Customer shall be subject to the pro forma Minimum Gas Quality included in Exhibit A, as such Exhibit A is populated with actual Minimum Gas Quality in Customer's Gas Quality Agreement. Various defined terms in the Gas Quality Agreement are used in this Section 11.1.

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(N)

Interruptible Distribution System Biomethane Receipt Service

11. OTHER TERMS AND CONDITIONS: (Continued)

- a. A Biomethane Customer that is not delivering Biomethane into the Company's distribution system at the time of execution of its Gas Quality Agreement shall, prior to injection of Biomethane ("pre-injection"), conduct two tests over a two- to six-week period (tests shall not be less than fourteen days apart) for the constituents identified for its Biomethane source.
 - i. Pre-injection testing shall be performed by Biomethane Customer using independent certified third-party laboratories (Environmental Laboratory Accreditation Program (ELAP) certified, where applicable). Company shall be notified of the Biomethane sampling and tests and have the option to observe the samples being taken. Test results shall be shared with Company within five business days of Biomethane Customer's receipt of the test results.
 - ii. If during pre-injection testing, any health protective constituent is found at or above the trigger level, the total potential risk of the Biomethane must be calculated as described in Section 9.i and Section 9.j of the Gas Quality Agreement. The total potential risk can be calculated by summing the individual risk for each constituent above the trigger level. If the total potential Type-A risk or Type-B risk is at or above the lower action level (the Type-A risk lower action level is > 10 in a million and the Type-B risk lower action level is a Hazard Index of >1), the Biomethane cannot be accepted or transported by Company's pipeline system. Biomethane Customer shall make necessary modifications to lower the total Type-A risk or Type-B risk below the lower action level and restart pre-injection testing.

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Interruptible Distribution System Biomethane Receipt Service

11. OTHER TERMS AND CONDITIONS: (Continued)

iii. If during pre-injection testing, any pipeline integrity protective constituent is found to be above the lower action level, if applicable, the Biomethane cannot be accepted or transported by Company's pipeline system. Biomethane Customer shall make necessary modifications to lower the pipeline integrity protective constituents below the lower action level and restart pre-injection testing.

b. A Biomethane Customer that is delivering Biomethane into Company's distribution system at the time of execution of its Gas Quality Agreement shall provide test results for each constituent required to be monitored by batch sampling before taking service under this Rate Schedule 88R. In the event the test results show that Biomethane Customer's Biomethane does not meet the Minimum Gas Quality, Biomethane Customer shall provide to Company within three (3) months, an action plan for getting its Biomethane into compliance as required by this Section 11.1.a. Biomethane Customer will be allowed up to twenty-four (24) months from the date of executing its Gas Quality Agreement to meet the Minimum Gas Quality and use its test results as input values and initiate the logic and follow the appropriate decisions/actions described in Sections 9.i, 9.j and 9.k of the Gas Quality Agreement. Based on the pre-execution test results, Biomethane Customer shall take the following steps:

- i. for each constituent that tests below the trigger level, initiate annual testing;
- ii. for each constituent that tests above the trigger level but below the lower action level, initiate quarterly testing within 15 months of executions of its Gas Quality Agreement;
- iii. for each constituent that tests above the lower action level but below the upper action level, initiate quarterly testing within 12 months of execution of its Gas Quality Agreement;

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Interruptible Distribution System Biomethane Receipt Service

11. OTHER TERMS AND CONDITIONS: (Continued)

- iv. for each constituent that tests above the upper action level, initiate quarterly testing immediately; and
- v. within twenty-four (24) months of executing its Gas Quality Agreement, use the most recent applicable test results as input values and initiate the logic and follow the appropriate decisions/actions described in Sections 9.i, 9.j and 9.k of the Gas Quality Agreement.

2. a. The Minimum Gas Quality established in each Biomethane Customer's Gas Quality Agreement and the protocol for monitoring and periodic testing of the Biomethane in each Biomethane Customer's Gas Quality Agreement shall be determined in the Company's sole judgment based on the location of the Biomethane receipt relative to expected minimum system gas flow, system design and the Daily Contract Volume to be received.

- i. Biomethane Customer is responsible for identifying an accredited laboratory that is capable of detecting constituents at levels required to demonstrate its Biomethane meets the Minimum Gas Quality.
- ii. Company reserves the right to specify an accredited laboratory as described in Section 11.2.a.i in the event Biomethane Customer is unable to do so.

b. Company reserves the right to revise the Minimum Gas Quality in a Biomethane Customer's Gas Quality Agreement in the event Biomethane Delivery Specifications in Section 2.b of the Biomethane Customer's Gas Quality Agreement are amended or gas flows on Company's pipeline system change such that the initial Minimum Gas Quality is no longer adequate to maintain gas quality on Company's pipeline system. Company reserves to the right to refuse deliveries of Biomethane that do not conform to the revised Minimum Gas Quality in a Biomethane Customer's Gas Quality Agreement.

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Interruptible Distribution System Biomethane Receipt Service

11. OTHER TERMS AND CONDITIONS: (Continued)

- 5. Within ten (10) business days following the Effective Date of the Service Agreement and within ten (10) business days following any additions to or modification of the Monitoring Equipment, Biomethane Customer shall provide to the Company an accurate copy of the applicable manufacturer's performance and operating specifications for the Monitoring Equipment, together with the applicable manufacturer's recommended maintenance and calibration procedures and intervals therefor. Biomethane Customer shall contemporaneously provide to the Company an accurate copy of any maintenance and calibration procedures used by Biomethane Customer (other than the applicable manufacturer's recommended maintenance and calibration procedures), with any differences between Biomethane Customer's maintenance and calibration procedures and the applicable manufacturer's recommended maintenance and calibration procedures clearly noted. Biomethane Customer shall promptly provide updates of such information to the Company upon any change by Biomethane Customer or the applicable manufacturer to its maintenance or calibration procedures. Upon the Company's request, Biomethane Customer shall provide to the Company a demonstration of Biomethane Customer's maintenance or calibration procedures for any of the Monitoring Equipment. The Biomethane Customer shall be responsible for operating, calibrating and maintaining the Monitoring Equipment, at a minimum, in accordance with the manufacturer's recommended specifications. Should the Biomethane Customer fail to maintain, calibrate or operate the Monitoring Equipment in accordance with recommended specifications and Biomethane is supplied that does not meet the specifications in the Gas Quality Agreement, the provisions governing Biomethane Customer's delivery of out-of-specification Biomethane in the Gas Quality Agreement shall apply.

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11. OTHER TERMS AND CONDITIONS: (Continued)

- 6. Biomethane Customer will notify Company in advance if possible but in no case more than ten (10) business days following, any planned or unplanned significant additions or modifications to the feedstock source of the Biogas processed or scrubbed to produce Biomethane, and shall provide to Company all relevant information related to the new Biogas source and the possible impact on the quality of the Biomethane delivered to Company. Nothing herein shall be construed to impose any obligation on the Company to review or approve any additions or modifications to the feedstock source of the Biogas.

- 7. Without limiting any of the foregoing, Biomethane Customer shall provide to the Company, upon the Company's reasonable request therefor, and in any event not less frequently than once every quarter during the term of the Service Agreement pursuant to this Schedule, information that the Company deems necessary for ascertaining the accuracy of the Monitoring Equipment or of the Company's equipment (which may be SCADA equipment) used to register the readings of the Monitoring Equipment. The Company's undertaking to review such information does not relieve or diminish the Biomethane Customer's obligations to so install, operate, calibrate and maintain such equipment. Such information shall include, but shall not be limited to, if otherwise requested by the Company, the following:
 - a. Next scheduled maintenance or calibration date of the Monitoring Equipment (based on the most recently completed maintenance or calibration and the applicable maintenance or calibration interval);
 - b. Actual maintenance or calibration date;
 - c. "As found" calibration results;

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11. OTHER TERMS AND CONDITIONS: (Continued)

- d. Maintenance conducted (if any);
- e. "As left" calibration results;
- f. Description of any differences between the maintenance or calibration conducted by Biomethane Customer and the applicable manufacturer's recommended maintenance or calibration procedures, as the case may be;
- g. A tracking number for such maintenance or calibration (or the name of the technician that performed the maintenance or calibration).

8. If Biomethane Customer: (a) fails to provide the information to the Company as required by Sections 11.4, 11.5 or 11.6, and then refuses to provide such information with ten (10) business days of a request therefore; or (b) fails to provide the information in Section 11.7 to the Company within five (5) business days following the end of each quarter or a request therefore, the Company shall have the right to refuse to accept Biomethane deliveries from Biomethane Customer until such time as all of the required or requested information has been provided. The Parties agree that the supply of Biomethane by Biomethane Customer after the Company has refused to accept the Biomethane supply pursuant to this Section 11.8 may constitute a material breach by Biomethane Customer of this Schedule and the Gas Quality Agreement. Biomethane Customer further agrees that, in the event Biomethane Customer supplies any Biomethane that the Company has refused to accept pursuant to this section, the provisions governing Biomethane Customer delivery of out-of-specification Biomethane in the Gas Quality Agreement shall apply.

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