

PUGET SOUND ENERGY, INC.
Natural Gas Tariff

SCHEDULE NO. 88R
Interruptible Distribution System Biomethane Receipt Service

(N)

1. AVAILABILITY:

1. This distribution system Biomethane receipt service is available throughout the territory served by the Company to any qualified Biomethane supplier who has executed (a) a service agreement ("Service Agreement" in the form of Attachment A to this Schedule 88R for a minimum term of 10 years and (b) a gas quality agreement ("Gas Quality Agreement") in the form of Attachment B to this Schedule 88R for Biomethane receipt service under this schedule (the "Biomethane Customer") and where, in the Company's sole opinion, its distribution facilities are adequate to render the required service for the quantity of Biomethane of the specified quality to be received.
2. This schedule is limited to those Biomethane Customers whose current or anticipated annual volumes are in excess of 100,000 therms per year and daily contract volume is in excess of 300 therms per day. Following the initial year, this Schedule is not available to Biomethane Customers who, for two consecutive years, supply less than 200,000 therms.
3. Any increase in existing daily contract volume is subject to the Company's sole determination of the adequacy of its facilities and of the quality of the Biomethane.
4. The term of the agreement between the Company and the Biomethane Customer shall be set forth in the Service Agreement.

2. **TERMS OF SERVICE:** Service under this schedule is interruptible and subject to Rule 23, Interruptible Sales and Transportation Service Priority. For purposes of this rate schedule, all references in Rule 23 to "use" of gas should be interpreted to mean "supply" of Biomethane by the Biomethane Customer to the Company. All Biomethane received into the Company's distribution system under this Schedule must meet the Minimum Gas Quality (as defined in Section 5 of this Schedule) and be further transported to a delivery location on the Company distribution system under a transportation rate schedule (i.e.: Rate Schedules 31T, 41T, 85T, 86T, 87T or Special Contract for transportation service.)

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(Continued on Sheet No. 188R-A)

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Interruptible Distribution System Biomethane Receipt Service

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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

5. **DEFINITIONS:** (Continued)

8. **Point of Receipt:** The point at which custody of the Biomethane passes from Biomethane Customer to the Company and, unless otherwise agreed by Biomethane Customer and Company, the Point of Receipt will be delineated by a receipt meter.

9. **RTU:** Remote Telemetry Unit

10. **SCADA:** Supervisory Control and Data Acquisition.

6. **NATURE OF SERVICE; CURTAILMENT:**

1. The Biomethane receipt service provided by the Company and Biomethane received by the Company under this schedule shall not be interchangeable with any other Gas Service or natural gas supplied by the Company to Biomethane Customer.

2. The Biomethane receipt service under this schedule is interruptible and the Company has the right to curtail Biomethane receipts due to emergency conditions on its system, planned maintenance or the failure of the Biomethane to meet the Minimum Gas Quality.

3. The Company shall not be liable for damages occasioned by partial or total curtailment of interruptible Biomethane receipt service under this schedule.

7. **UNAUTHORIZED SUPPLY AND BALANCING OF BIOMETHANE:**

1. If the Biomethane Customer fails to comply with the Company's request to partially or totally curtail supply of Biomethane in accordance with the conditions set forth in Section 6 of this schedule, penalties and charges described in Rule 23 Section 5 will be assessed to the Biomethane Customer. For purposes of this rate schedule, all references in Rule 23 Section 5 to "use" of or "consuming" gas should be interpreted to mean "supply" of Biomethane.

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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)

b. Monthly Imbalances: (Continued)

i. (Continued) 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". A "cumulative "balance" is the result of any accumulated Monthly Imbalances (Overrun or Underrun) of a Customer.

ii. A Cumulative Imbalance must be within the "Allowed Imbalance Tolerance", a range that is +/-5% of the current billing period's cumulative daily Confirmed Nominations. If a Cumulative Imbalance is not within the Allowed Imbalance Tolerance, the Cumulative Imbalance (Overrun or Underrun) may be subject to the applicable charges as Excess Volume or Deficiency Volume. If the Cumulative Imbalance is within the Allowed Imbalance Tolerance, or has gone from positive to negative or negative to positive, there is no current monthly charge applicable to those volumes as an Excess Volume or Deficiency Volume.

c. Cumulative Overrun:

i. A "Cumulative Overrun" exists when the sum of the current Monthly Imbalance and the prior month's Cumulative Imbalance yields an Overrun. "Excess Volume" is determined at each month end when a Cumulative Overrun exists. Excess Volume is defined as the number of therms of Cumulative Overrun that are greater than the upper end of the Allowed Imbalance Tolerance.

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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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(N)

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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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

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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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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(N)

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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(N)

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

(N)

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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Interruptible Distribution System Biomethane Receipt Service

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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