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**BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION
COMMISSION**

COST MANAGEMENT SERVICES,
INC.,

Complainant,

v.

CASCADE NATURAL GAS
CORPORATION,

Respondent.

No. UG-061256

**DECLARATION OF JON T. STOLTZ IN
SUPPORT OF CASCADE'S MOTION FOR
SUMMARY DETERMINATION**

Jon T. Stoltz declares as follows:

1. I am Senior Vice President – Gas Supply and Regulatory for Cascade Natural Gas Corporation ("Cascade") and I make this declaration in support of Cascade's motion for summary determination. The facts stated herein are submitted in addition to those set forth in the Stipulated Facts filed November 8, 2006.

2. Cascade has provided unbundled gas sales and transportation services to its "non-core" customers since 1988. The Commission authorized the unbundling of local

DECLARATION OF JON T. STOLTZ – 1

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1 distribution system transportation from gas sales in order to encourage the development of a
2
3 competitive market for gas supply which, in turn, would provide non-core customers with
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5 more options for obtaining gas at the lowest possible cost. This permitted Cascade's non-
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7 core customers to purchase gas and pipeline transportation services in the same wholesale
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9 market in which Cascade makes its purchases.

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11 3. In 2004, Cascade understood that many of the unbundled gas sales and other
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13 services it provided to non-core customers located in Washington were also authorized
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15 pursuant to federal authority by the blanket marketing certificate FERC granted to Cascade
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17 pursuant to 18 C.F.R. § 284.402. In addition, Cascade believed that several of its existing
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19 tariffs contained both state jurisdictional and federal jurisdictional services, thereby creating
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21 an overlap of state and federal authority and the potential for confusion. Accordingly,
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23 Cascade canceled Supplemental Schedule Nos. 681, 682, 683, and 684 by tariff filings
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25 effective March 1, 2004.

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27 4. The sales that Cascade made pursuant to its optional gas supply rate
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29 schedules were at prices based upon Cascade's costs. Cascade's standard practice when a
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31 customer requests to purchase unbundled gas supply has been to enter into a supply contract
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33 that matches the needs of a specific customer or group of customers. Cascade enters into
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35 either a variable index price or fixed price supply arrangement, depending upon whether the
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37 customer wants a variable index or a fixed price. Prior to March 1, 2004, Cascade charged
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39 its customers based on the price it paid for the gas commodity, as stated in Rate Schedule
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41 No. 681 ("The charges for the commodity cost of gas for customers electing this option shall
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43 include all the cost of such supply at the city gate (excluding pipeline transportation
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45 charges).") For customers with published *Inside FERC* index-price contracts, Cascade
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47 communicated the published index price to the customers on a monthly basis, as reflected in

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1 Rate Schedule No. 681. Cascade charged its fixed-price customers the cost established by
2 their specific supply contracts, as stated in Rate Schedule No. 684. These customers also
3 obtained access to pipeline transportation either from the pipeline through the capacity
4 release mechanism or from Cascade pursuant to Rate Schedule Nos. 685 or 686. Cascade
5 also charged its customers fees and other charges as set forth in the applicable rate
6 schedules.
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12 5. Since March 1, 2004, Cascade has conducted and priced its sales of non-core
13 gas supply and related services in largely the same manner as it did prior to that date. The
14 majority of Cascade's unbundled gas sales to its transportation customers are priced based on
15 a published *Inside FERC* index, with the published *Inside FERC* price communicated to
16 customers on a monthly basis. Whether the customer selects an index price or a fixed price,
17 Cascade includes the price for gas commodity that Cascade pays in the price negotiated with
18 the customer. Cascade also includes in the price offered to the customer a component to
19 cover the various risks to Cascade inherent in the transaction, including the risk that the
20 customer will purchase less than its anticipated volume of gas. If the customer obtains
21 pipeline capacity from Cascade, Cascade also includes the market price for released pipeline
22 capacity and the rate Cascade pays pursuant to pipeline fuel reimbursement provisions.
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34 6. In establishing the price offered to the customer, Cascade also includes an
35 amount for its Gas Management Fee. This fee covers the nomination process, daily
36 monitoring and balancing, and other services Cascade performs in connection with
37 providing unbundled gas supply, and ranges between \$.005 and \$.10 per MMBTU, as set
38 forth in Rate Schedule No. 687. Cascade also charges a Gross Revenue Fee reimbursement
39 charge to cover state utility tax and other governmental levies imposed upon Cascade, as set
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DECLARATION OF JON T. STOLTZ – 3

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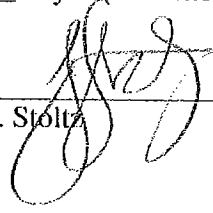
forth in Rate Schedule No. 687. Cascade fully recovers its costs of selling unbundled gas to non-core customers in its prices for that gas supply.

7. Since March 1, 2004, Cascade no longer filed form contracts with the Commission because it was informed by Commission Staff that it is no longer necessary to file updated forms of these contracts.

8. Approximately 85 percent of Cascade's current customers for unbundled gas have contracts with a term of one year or less.

I CERTIFY UNDER PENALTY OF PERJURY under the laws of the State of Washington that the foregoing is true and correct.

DATED at Seattle, Washington, this 15th day of November, 2006.



Jon T. Stoltz

CERTIFICATE OF SERVICE

I hereby certify that I have this day served this **DECLARATION OF JON T. STOLTZ IN SUPPORT OF CASCADE'S MOTION FOR SUMMARY DETERMINATION** upon all parties of record in this proceeding by causing a copy to be sent by electronic mail and U.S. mail to:

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Dated this 15th day of November, 2006.

PERKINS COIE LLP

By 

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