# NORTHWEST NATURAL GAS COMPANY

P.U.C. Or. 25

# SCHEDULE 60A SPECIAL CONTRACTS INDEX

### PURPOSE:

The purpose of this Rate Schedule is to describe generally the terms and conditions of service provided by the Company pursuant to Special Contracts approved by the Commission under *OAR 860-22-0035*. In each case, the rights and obligations of the parties are as specified in detail in the respective Special Contracts. In the event of any ambiguity or conflict between the summaries in this Schedule and the substantive provisions of the Special Contracts, the terms of the Special Contracts shall be controlling. The Company will maintain copies of the Special Contracts for public inspection, in the Company's main and district offices in Oregon, except where noted below by an asterisk (\*) because such denoted Special Contracts contain proprietary, customer-specific information.

Description of Contract	<u>Company</u>	Sheet <u>Number</u>
Reserved for Future Use		60-1
Integrated Services Agreement	International Paper Company	60-2
Special Firm Transportation Service Agreement	Columbia Pacific Bio-Refinery Clatskanie, Oregon	60-3
Transportation Service Agreement	Georgia-Pacific West, Inc. (Halsey Mill)	60-4
Firm Transportation Service Agreement	Microchip Technology, Inc.	60-5
Special Firm Transportation Service Agreement	University of Oregon	60-6
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Special Firm Transportation Service Agreement	Columbia Steel Casting Co., Inc. Portland, OR	60-8
Special Firm Transportation Service Agreement	Dyno Nobel, Inc. St. Helens, Oregon	60-9

Issued March 7, 2014 NWN OPUC Advice No. 14-5 Effective with service on and after April 16, 2014

P.U.C. Or. 25

First Revision of Sheet 60-1 Cancels Original Sheet 60-1

# SCHEDULE 60 SPECIAL CONTRACTS

-- RESERVED FOR FUTURE USE --

(continue to Sheet 60-2)

Issued March 20, 2013 NWN OPUC Advice No. 13-4 Effective with service on and after April 24, 2013

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

# **INTERNATIONAL PAPER COMPANY (Springfield, Oregon Plant)**

Weyerhaeuser Paper Company transferred assignment of this Special Contract to International Paper Company, the purchaser of Weyerhaeuser's Springfield, Oregon Plant, through an Integrated Services Agreement, executed August 4, 2008.

Part 4 of the Integrated Services Agreement terminated July 1, 2009. Parts 2 and 3 terminated November 1, 2010.

### **ELIGIBILITY CRITERIA**:

Customer is economically and physically capable of bypassing the Company's system.

### High-Volume Firm Transportation Agreement:

Effective July 1, 1996, and for five (5) years from the date of initial deliveries of gas, and thereafter until terminated on the giving of not less than twelve (12) months' notice. Customer shall operate in accordance with the provisions of **Schedule T**.

### RATES:

Transportation Service Charge: Transportation Capacity Charge: Transportation Commodity Charge: \$ 1,000.00 per month \$36,000.00 per month \$0.0005 per therm

State taxes and any local franchise fees are added to the total of all charges. At any time after the first five (5) years of this Agreement, the Company, its sole discretion, may annually adjust the Transportation Service Charge and the Transportation Commodity Charge based upon the percentage change experienced in the Consumer Price Index (CPI).

(continue to Sheet 60-3)

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P.U.C. Or. 25

First Revision of Sheet 60-3 Cancels Original Sheet 60-3

# SCHEDULE 60 SPECIAL CONTRACTS

(continued)

# COLUMBIA PACIFIC BIO-REFINERY (Clatskanie, Oregon) (formerly known as

Cascade Kelly Holdings, LLC, and Cascade Grain Products, LLC) Special Firm Transportation Service Agreement.

### **ELIGIBILITY CRITERIA**:

Customer (a) has met the criteria established by the Commission in Order No. 87-402; (b) agrees not to receive direct Sales or Transportation Service by direct ("bypass") connection with the Pipeline; (c) can demonstrate an ability to construct, own and operate a bypass pipeline having the ability to take delivery of Natural Gas from the Pipeline to serve the respective Natural Gas requirements of the Customer.

### BASIC TERM:

Effective the seventh (7th) calendar day following receipt of approval of the Agreement from the OPUC, for fifteen (15) years, with an optional second primary term extension of ten (10) years; and year-to-year thereafter until terminated on the giving of not less than twelve (12) months' written notice.

### MONTHLY RATES:

Capacity Service Charge: Volumetric Charge: \$20,000.00 per month \$0.0025 per therm transported

At each anniversary of the service commencement date under the agreement after the first year of service, the volumetric charge will be increased in the amount of the Consumer Price Index change for All Urban Consumers – U.S. City Average for the preceding November through October period not to exceed three percent (3%).

Charges are subject to late payment charges as provided for in NW Natural's General Rules and Regulations, and to charges associated with gas management telemetry, or any additional services requested by Customer and provided by Company, such as telemetering or submetering.

Company will add to the total of all charges, the actual amounts payable by Company, if any, as city exactions or franchise taxes on account of revenues received by Company under this Agreement.

### **SPECIAL PROVISIONS:**

- 1. Customer will operate in accordance with **Schedule T** and with the General Rules and Regulations contained in this Tariff.
- 2. Other special conditions are as specified in the Agreement.

(continue to Sheet 60-4)

Issued March 7, 2014 NWN OPUC Advice No. 14-5 Effective with service on and after April 16, 2014

**Georgia-Pacific West, Inc. (Halsey Mill)** (*formerly known as* James River Paper Co.) Special Transportation Service Agreement.

### ELIGIBILITY CRITERIA:

Customer (a) is located such that it is economically physically capable of bypassing the Company's system; (b) has the capability of economically substituting an alternate fuel for current Natural Gas requirements; (c) holds firm capacity rights on the Pipeline, and agrees to provide Company with recall provisions during the winter heating season; and (d) agrees to a specified minimum monthly payment.

**BASIC TERM:** Effective July 1, 1993 for two (2) Years from the date of initial deliveries of gas, and thereafter until terminated on the giving of not less than twelve (12) months' notice.

### RATES:

Customer Charge: Transportation Capacity Charge: Transportation Commodity Charge: \$1,873/\$2,000 per month, without/with telemetry \$18,200 per month \$0.004 per therm

<u>Minimum Monthly Bill</u>: The Customer Charge plus the Transportation Capacity Charge, plus applicable taxes and fees.

State taxes and any local franchise fees are added to the total of all charges.

### **SPECIAL PROVISIONS:**

- 1. This Agreement may be terminated and superseded at any time upon negotiation of a new agreement governing additional cogeneration load at Customer's plant.
- 2. Customer agrees to deliver to Company up to 10,000 Therms per day for up to fifteen (15) days per winter heating season (November through March). No single delivery shall exceed five (5) days. Subsequent deliveries in the same heating season shall begin no earlier than the 7th day following the date of the last delivery. Company will only request gas volumes from Customer when needed, in Company's sole judgement, to serve Firm Sales Customers.
- Company will credit Customer's monthly gas bill in the month following a Company recall of a gas delivery in an amount equal to Customer's cost of replacing the Natural Gas delivered to Company with an alternate fuel, transported F.O.B. Halsey Mill.
- 4. Customer will operate in accordance with Schedule T.
- 5. Other special conditions specified in the Agreement.

(continue to Sheet 60-5)

Issued October 31, 2012 NWN OPUC Advice No. 12-17

# **MICROCHIP TECHNOLOGY, INC. (Gresham, Oregon Plant)**

Special Firm Transportation Service Agreement.

### **ELIGIBILITY CRITERIA**:

- Customer took assignment of the Fujitsu Special Contract approved by the Oregon Public Utility Commission on January 22, 1997, but has given notice to NW Natural of its desire to terminate that contract;
- (2) Customer is economically and physically capable of bypassing NW Natural's system;
- (3) Customer has demonstrated the ability to construct, own and operate a bypass pipeline having the ability to take delivery of natural gas from Northwest Pipeline to serve the natural gas requirements of the facility;
- Customer agrees not to receive Sales or Transportation Service via a bypass of Company's system during the effective term of this agreement;

### BASIC TERM:

Effective on the first Gas Day following receipt of approval from the Oregon Public Utility Commission for fifteen (15) years, and thereafter extend year-to-year until terminated on the giving of not less than twelve (12) months' written notice.

### RATES:

Capacity Service Charge:	\$5,000.00 per month
<u>Volumetric Charges</u> : 1 <sup>st</sup> 200,000 therms/month	\$0.005 per therm transported
All additional therms/month	\$0.001 per therm transported

Minimum Monthly Charge: \$5,000.00

### Adjustment to Rates:

- (1) The Company will add to the total of all charges, the actual amount of taxes payable by NW Natural, if any, as city exactions or franchise taxes on account of revenues received by NW Natural under this Agreement.
- (2) Charges are subject to periodic adjustments for costs incurred by the Company that are directly attributable to the Transportation of gas on account of Customer.

### **SPECIAL PROVISIONS:**

- 1. Customer will operate in accordance with **Schedule T**.
- 2. Other special conditions are as specified in the Agreement.

(continue to Sheet 60-6)

Issued October 31, 2012 NWN OPUC Advice No. 12-17

# SCHEDULE 60 SPECIAL CONTRACTS

(continued)

# UNIVERSITY OF OREGON (EUGENE, OREGON)

Special Firm Transportation Service Agreement.

### **ELIGIBILITY CRITERIA:**

Customer (a) has met the criteria established by the Commission in Order No. 87-402; (b) agrees not to receive direct Sales or Transportation service by direct ("bypass") connection with the Pipeline; (c) is a public agency in the state of Oregon holding tax exempt status; and (d) can demonstrate an ability to jointly construct, own and operate a bypass pipeline with another party or parties, having the ability to take delivery of Natural Gas from the Pipeline to serve the respective Natural Gas requirements of all parties.

### BASIC TERM:

Effective March 18, 1997 for ten (10) years from the date approved by the Commission, and year-toyear thereafter until terminated on the giving of not less than twelve (12) months' written notice.

### RATES:

Capacity Service Charge:	\$5,312.50 per month
Volumetric Charge:	\$0.00475 per therm transported
Minimum Monthly Charge:	\$5,312.50

### SPECIAL PROVISIONS:

- The Agreement is contingent upon continuous service to the Customer and the Eugene Water & Electric Board (EWEB) under a Special Firm Transportation Service Agreement. In the event of termination by the EWEB, Customer will have the option to assume the obligations of that special agreement.
- 2. Customer will operate in accordance with **Schedule T**.
- 3. Other special conditions are as specified in the Agreement.

(continue to Sheet 60-7)

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## **OREGON STEEL MILLS, HEAT TREAT FACILITY (Portland, Oregon)**

Special Firm Transportation Service Agreement.

### **ELIGIBILITY CRITERIA:**

Customer (a) has met the criteria established by the Commission in Order 87-402; (b) agrees not to receive direct Sales or Transportation Service by direct ("bypass") connection with the Pipeline; and (c) can demonstrate an ability to jointly construct, own and operate a bypass pipeline with another party or parties, having the ability to take delivery of Natural Gas from the Pipeline to serve the respective Natural Gas requirements of all parties.

#### BASIC TERM:

Effective April 1, 1997 for an initial primary term of five (5) years from the date approved by the Commission, with an optional second primary term extension of five (5) years; and year-to-year thereafter until terminated on the giving of not less than twelve (12) months' written notice.

### RATES:

Capacity Service Charge: Volumetric Charge: Minimum Monthly Charge: \$8,750.00 per month \$0.00350 per therm transported \$8,750.00

At any time after the first year of the primary term, the Company, in its sole discretion, may annually adjust the Volumetric Charge based upon the percentage change experienced in the Consumer Price Index for All Urban Consumers – U.S. City Average for the preceding November through October period.

Charges under this schedule are subject periodic adjustments for costs incurred by the Company that are directly attributable to the Transportation of gas on account of Customer.

#### **SPECIAL PROVISIONS:**

- 1. Customer will operate in accordance with **Schedule T**.
- 2. Other special conditions are as specified in the Agreement.

(continue to Sheet 60-8)

Issued October 31, 2012 NWN OPUC Advice No. 12-17

# SCHEDULE 60 SPECIAL CONTRACTS

(continued)

## COLUMBIA STEEL CASTING COMPANY, INC. (Portland, Oregon)

Special Firm Transportation Service Agreement.

### **ELIGIBLITY CRITERIA**:

Customer (a) has met the criteria established by the Commission in Order No. 87-402; (b) agrees not to receive direct Sales or Transportation Service by direct ("bypass") connection with the Pipeline; and (c) can demonstrate an ability to jointly construct, own and operate a bypass pipeline with another party or parties, having the ability to take delivery of Natural Gas from the Pipeline to serve the respective Natural Gas requirements of all parties.

### BASIC TERM:

Effective April 1, 1997 for an initial primary term of five (5) years from the date approved by the Commission, with an optional second primary term extension of five (5) years; and year-to-year thereafter until terminated on the giving of not less than twelve (12) months' written notice.

### RATES:

Capacity Service Charge: Volumetric Charge: Minimum Monthly Charge: \$8,750.00 per month \$0.00350 per therm transported \$8,750.00

At any time after the first year of the primary term, the Company, in its sole discretion, may annually adjust the Volumetric Charge based upon the percentage change experienced in the Consumer Price Index for All Urban Consumers – U.S. City Average for the preceding November through October period.

Charges are subject periodic adjustments for costs incurred by the Company that are directly attributable to the Transportation of gas on account of Customer.

### **SPECIAL PROVISIONS:**

- 1. Customer will operate in accordance with **Schedule T**.
- 2. Other special conditions are as specified in the Agreement.

(continue to Sheet 60-9)

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# DYNO NOBEL, INC. (St. Helens, Oregon) (formerly known as Coastal St. Helens Chemical

(St. Helens, Oregon) Special Firm Transportation Service Agreement.

### ELIGIBILITY CRITERIA:

Customer (a) has met the criteria established by the Commission in Order No. 87-402; (b) Customer agrees not to receive direct Sales or Transportation Service by direct ("bypass") connection with the Pipeline; and (c) can demonstrate an ability to construct, own and operate a bypass pipeline having the ability to take delivery of Natural Gas from the Pipeline to serve the respective Natural Gas requirements of the Customer.

### BASIC TERM:

Effective June 1, 1997 for ten (10) years, and year-to-year thereafter until terminated on the giving of not less than twelve (12) months' written notice.

**ASSIGNMENT:** Special Contract was assigned on January 21, 2004, by Coastal St. Helens Chemical to Dyno Nobel, Inc., effective December 3, 2003.

#### **MONTHLY RATES:**

Capacity Charge:	\$13,333.00 per month
Volumetric Charge:	\$0.00500 per therm

Company will add to the total of all charges, the actual amounts payable by Company, if any, as city exactions or franchise taxes on account of revenues received by Company under this Agreement.

Charges are subject periodic adjustments for costs incurred by the Company that are directly attributable to the Transportation of gas on account of Customer.

### **SPECIAL PROVISIONS:**

- 1. Customer will operate in accordance with **Schedule T**.
- 2. Other special conditions are as specified in the Agreement.

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