



NORTHWEST PIPELINE LLC
2800 Post Oak Boulevard (77056)
P.O. Box 1396
Houston, Texas 77251-1396
713-215-2000

January 23, 2023

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington, D.C. 20426

Reference: Northwest Pipeline LLC
Non-Conforming Service Agreement Updates
Docket No. RP23-_____

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act and Part 154 of the Federal Energy Regulatory Commission's ("Commission") regulations thereunder, Northwest Pipeline LLC ("Northwest") hereby tenders for filing and acceptance the following tariff record as part of its FERC Gas Tariff, Fifth Revised Volume No. 1 ("Tariff"):

Seventeenth Revised Sheet No. 395

Northwest also submits new tariff record to update its Tariff, Original Volume Non-Conforming Service and Negotiated Rate Agreements ("Original Tariff"):

Tariff Record 10.C.2.2 Version 1

Statement of Nature, Reasons, and Basis for the Filing

The purpose of this filing is to: (1) remove the previously filed Citadel Energy Marketing ("Citadel") service agreement that contained non-conforming provisions (Agreement No. 141322) from the list of non-conforming service agreements included in Northwest's Tariff, (2) remove the service agreement from Northwest's Original Tariff and (3) include minor corrections.

Agreement No. 141322

On May 20, 2021, Citadel notified Northwest of its intent to terminate its service agreement as of the end of the gas day October 31, 2022. Accordingly, Northwest is removing this service agreement from its list of non-conforming service agreements included in its Tariff and removing the service agreement from its Original Tariff. The service agreement, that contained non-

conforming provisions, was accepted by the Commission for inclusion in its Tariff and Original Tariff in the letter order issued on December 13, 2016 in Docket No. RP17-179.¹

Minor Corrections to Sheet No. 395:

1. Corrections to the amendment date and the file date for Avista Corporation's Agreement No. 100010.
2. Correction to the file date for Citadel's Agreement No. 144140.

Filings Pending Before the Commission

In compliance with Section 154.204(f) of the Commission's regulations, Northwest states that it has no other tariff filings pending before the Commission that may significantly impact this filing.

Effective Date and Waiver Request

Northwest hereby requests that the proposed tariff records submitted herein be made effective February 22, 2023, or at the end of the any suspension period which may be imposed by the Commission. Northwest requests that the Commission grant any waivers it may deem necessary for the acceptance of this filing.

Materials Submitted Herewith

In accordance with Section 154.7(a)(1) of the Commission's regulations, the following material is submitted herewith:

An eTariff .xml filing package, filed as a zip (compressed) file, containing:

- (1) The tariff records in RTF format with metadata attached;
- (2) A transmittal letter in PDF format;
- (3) A clean version of the tariff records in PDF format for publishing in eLibrary;
- (4) A marked version of the tariff records in accordance with Section 154.201(a) of the regulations; and
- (5) A copy of the complete filing in PDF format for publishing in eLibrary.

Posting and Certification of Service

In accordance with the provisions of Section 154.2(d) of the Commission's regulations, copies of this filing are available for public inspection, during regular business hours, in a convenient form and place at Northwest's main office at 2800 Post Oak Boulevard in Houston, Texas. In addition, in compliance with Section 154.7(b) of the Commission's regulations, Northwest certifies that copies of this filing will be served electronically upon Northwest's customers and upon interested state regulatory commissions.

¹ Citadel acquired certain transportation capacity that was permanently released by WPX Energy Marketing, LLC (Agreement No. 138172). The non-conforming provisions in Agreement No. 139172 were approved by the Commission in a letter order issued on October 28, 2010 in Docket No. RP11-27.

All communications regarding this filing should be served by e-mail to:

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The undersigned certifies that the contents of this filing are true and correct to the best of her knowledge and belief; and that she possesses full power and authority to sign this filing.

Respectfully submitted,

NORTHWEST PIPELINE LLC

A handwritten signature in blue ink that reads "Bela Patel". The signature is written in a cursive, flowing style.

Manager, Rates & Regulatory

Enclosures

NON-CONFORMING SERVICE AGREEMENTS

The following Service Agreements contain one or more currently effective provisions that differ materially from the Forms of Service Agreements contained in this Tariff.

Name of Shipper/Agreement No.	Rate Schedule	Agreement/ Amendment Date	Date Filed
Avista Corporation (No. 100010)	TF-1	07/31/91 06/25/21 (1)	10/4/21
Cascade Natural Gas Corporation (No. 100304)	TF-2	04/01/94 03/31/16 (1)	04/21/16
Cascade Natural Gas Corporation (No. 141193)	TF-2	03/31/16	04/21/16
Cascade Natural Gas Corporation (No. 142548)	TF-1	11/1/2018	11/09/18
Cascade Natural Gas Corporation (No. 143078)	TF-1	09/27/2019	10/01/19
Cascade Natural Gas Corporation (No. 143821)	TF-1	11/11/20	12/02/20
Citadel Energy Marketing LLC (No. 143255)	TF-1	11/01/20	02/04/20
Citadel Energy Marketing LLC (No. 144140)	TF-1	11/01/22	10/04/21
City of Enumclaw (No. 100012)	TF-1	07/31/91 07/17/07	07/21/08

(1) Amendment incorporates the non-conforming provisions.

RESERVE FOR FUTURE USE

NON-CONFORMING SERVICE AGREEMENTS

The following Service Agreements contain one or more currently effective provisions that differ materially from the Forms of Service Agreements contained in this Tariff.

Name of Shipper/Agreement No.	Rate Schedule	Agreement/ Amendment Date	Date Filed
Avista Corporation 06/28 10/4/21 (No. 100010)	TF-1	07/31/91 06/ 15 25/21 (1)	
Cascade Natural Gas Corporation (No. 100304)	TF-2	04/01/94 03/31/16 (1)	04/21/16
Cascade Natural Gas Corporation (No. 141193)	TF-2	03/31/16	04/21/16
Cascade Natural Gas Corporation (No. 142548)	TF-1	11/1/2018	11/09/18
Cascade Natural Gas Corporation (No. 143078)	TF-1	09/27/2019	10/01/19
Cascade Natural Gas Corporation (No. 143821)	TF-1	11/11/20	12/02/20
Citadel Energy Marketing LLC (No. 143255)	TF-1	11/01/20	02/04/20
Citadel Energy Marketing LLC (No. 141322)	TF-1	07/18/16	11/15/16
Citadel Energy Marketing LLC 10/04 1 /21 (No. 144140)	TF-1	11/01/22	
City of Enumclaw (No. 100012)	TF-1	07/31/91 07/17/07	07/21/08

(1) Amendment incorporates the non-conforming provisions.

~~RESERVE FOR FUTURE USE
ADDENDUM TO SERVICE AGREEMENT
Due to a Merger, Acquisition, Name Change or Assignment~~

~~(Dated October 24, 2016)
(Contract No. 141322 (Agreement))
(Rate Schedule TF-1)~~

~~Pursuant to Section 11.5 of the General Terms and Conditions of Transporter's Tariff, this Agreement is modified as follows:~~

~~Effective November 1, 2016, Citadel Energy Marketing LLC replaces Citadel NGPE LLC as the contract holder of this capacity due to a Name Change.~~

~~Rate Schedule TF-1 Service Agreement~~

~~Contract No. 141322~~

~~THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline LLC (Transporter) and Citadel NGPE LLC (Shipper) is made and entered into on July 18, 2016.~~

~~WHEREAS:~~

~~Pursuant to the procedures set forth in Section 22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper acquired certain transportation capacity that was permanently released by WPX Energy Marketing, LLC from contract 138172.~~

~~THEREFORE, in consideration of the premises and mutual covenants set forth herein, Transporter and Shipper agree as follows:~~

~~1. Tariff Incorporation. Rate Schedule TF-1 and the General Terms and Conditions (GT&C) that apply to Rate Schedule TF-1, as such may be revised from time to time in Transporter's FERC Gas Tariff (Tariff), are incorporated by reference as part of this Agreement, except to the extent that any provisions thereof may be modified by non-conforming provisions herein.~~

~~2. Transportation Service. Subject to the terms and conditions that apply to service under this Agreement, Transporter agrees to receive, transport and deliver natural gas for Shipper, on a firm basis. The Transportation Contract Demand, the Maximum Daily Quantity at each Primary Receipt Point, and the Maximum Daily Delivery Obligation at each Primary Delivery Point are set forth on Exhibit A. If contract-specific OFO parameters are set forth on Exhibit A, whenever Transporter requests during the specified time period, Shipper agrees to flow gas as requested by Transporter, up to the specified volume through the specified transportation corridor.~~

~~3. Transportation Rates. Shipper agrees to pay Transporter for all services rendered under this Agreement at the rates set forth or referenced herein. Reservation charges apply to the Transportation Contract Demand set forth on Exhibit A. The Maximum Base Tariff Rates (Recourse Rates) set forth in the Statement of Rates in the Tariff, as revised from time to time, that apply to the Rate Schedule TF-1 customer category identified on Exhibit A, will apply to service hereunder unless and to the extent that discounted Recourse Rates or awarded capacity release rates apply as set forth on Exhibit A or negotiated rates apply as set forth on Exhibit D. Additionally, if applicable under Section 21 or 29 of the GT&C, Shipper agrees to pay Transporter a facilities charge as set forth on Exhibit C.~~

~~4. Transportation Term. This Agreement becomes effective on the effective date set forth on Exhibit A. The primary term begin date for the transportation service hereunder is set forth on Exhibit A. This Agreement will remain in full force and effect through the primary term end date set forth on Exhibit A and, if Exhibit A indicates that an evergreen provision applies, through the established evergreen rollover periods thereafter until terminated in accordance with the notice requirements under the applicable evergreen provision.~~

~~5. Non-Conforming Provisions. All aspects in which this Agreement deviates from the Tariff, if any, are set forth as non-conforming provisions on Exhibit B. If Exhibit B includes any material non-conforming provisions, Transporter will file the Agreement with the Federal Energy Regulatory Commission (Commission) and the effectiveness of such non-conforming provisions will be subject to the Commission acceptance of Transporter's filing of the non-conforming Agreement.~~

~~6. Capacity Release. If Shipper is a temporary capacity release Replacement Shipper, any capacity release conditions, including recall rights, are set forth on Exhibit A.~~

~~7. Exhibit / Addendum to Service Agreement Incorporation. Exhibit A is attached hereto and incorporated as part of this Agreement. If any other Exhibits apply, as noted on Exhibit A to this Agreement, then such Exhibits also are attached hereto and incorporated as part of this Agreement. If an Addendum to Service Agreement has been generated pursuant to Sections 11.5 or 22.12 of the GT&C of the Tariff, it also is attached hereto and incorporated as part of this Agreement.~~

~~8. Regulatory Authorization. Transportation service under this Agreement is authorized pursuant to the Commission regulations set forth on Exhibit A.~~

~~9. Superseded Agreements. When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s): None, but the following Amendments and/or Addendum to Service Agreement which have been executed but are not yet effective are not superseded and are added to and become an Amendment and/or Addendum to this agreement: None~~

Northwest Pipeline LLC
FERC Gas Tariff
Original Volume
Non-Conforming Service and Negotiated Rate Agreements

Tariff Record 10.C.2.2
Reserve for Future Use
Version 1.0.0

~~IN WITNESS WHEREOF, Transporter and Shipper have executed this Agreement as of the date first set forth above.~~

~~Citadel NGPE LLC~~

~~By: /S/~~

~~Name: HARRISON DESTEFANO~~

~~Title: HEAD OF NATURAL GAS~~

~~Northwest Pipeline LLC~~

~~By: /S/~~

~~Name: MIKE RASMUSON~~

~~Title: DIRECTOR, MARKETING SERVICES~~

~~EXHIBIT A~~
~~Dated July 18, 2016, Effective August 01, 2016~~
~~to the~~
~~Rate Schedule TF-1 Service Agreement~~
~~(Contract No. 141322)~~
~~between Northwest Pipeline LLC and Citadel NGPE LLC~~

~~SERVICE DETAILS~~

~~1. Transportation Contract Demand (CD): 150,000 Dth per day~~

~~1. Primary Receipt Point(s):~~

Point ID Name	Maximum Daily Quantities (Dth)
700 COLLINS GULCH	22,000
727 WILD HORSE RECEIPT	128,000
Total	150,000

~~2. Primary Delivery Point(s):~~

Point ID Name	Maximum Daily Delivery Obligation (Dth)	Delivery Pressure (psig)
92 KERN RIVER MUDDY CREEK DELIV.	150,000	450
Total	150,000	

~~Specified conditions for Delivery Pressure, pursuant to Section 2.4 of the General Terms and Conditions: None~~

~~3. Customer Category:~~

- ~~a. Large Customer~~
- ~~a. Incremental Expansion Customer: No~~

~~1. Recourse, Discounted Recourse, or Negotiated Rate Transportation Rates:~~

~~(Negotiated Rates are on Exhibit D if attached.)~~

- ~~a. Reservation Charge (per Dth of CD): Maximum Base Tariff Rate, plus applicable surcharges~~
- ~~a. Volumetric Charge (per Dth): Maximum Base Tariff Rate, plus applicable surcharges~~
- ~~a. Additional Facility Reservation Surcharge Pursuant to Section 3.4 of Rate Schedule TF-1 (per Dth of CD): None~~
- ~~a. Rate Discount Conditions Consistent with Section 3.5 of Rate Schedule TF-1: Not Applicable~~
- ~~a. Negotiated Rate Conditions Consistent with Section 3.7 of Rate Schedule TF-1: Not Applicable~~

~~1. Transportation Term:~~

- ~~a. Primary Term Begin Date: August 01, 2016~~
- ~~a. Primary Term End Date: October 31, 2022 Specified conditional service agreement extensions pursuant to Section 11.9 of the General Terms and Conditions of the Tariff: None~~
- ~~a. Evergreen Provision: Yes, standard bi-lateral evergreen under Section 12.2 (a) (iii) and (b) (iii) of Rate Schedule TF-1~~

~~1. Contract Specific OFO Parameters: None Specified contract-specific OFO conditions or alternative actions: None~~

~~1. Regulatory Authorization: 18 CFR 284.223~~

~~1.~~

Additional Exhibits:	Exhibit B Yes
	Exhibit C No
	Exhibit D No
	Exhibit E No

EXHIBIT B
Dated July 18, 2016, Effective August 01, 2016,
(subject to Commission acceptance)
to the
Rate Schedule TF-1 Service Agreement
(Contract No. 141322)
between Northwest Pipeline LLC
and Citadel NGPE LLC

NON-CONFORMING PROVISIONS

The following provisions were accepted as non-conforming by the Commission on October 28, 2010, in Docket No. RP11-27.

1. Sundance Trail Support

Transporter will seek to have the costs for construction of the Sundance Trail Expansion facilities rolled into its general system rates. Shipper agrees to support rolled in rate treatment for these costs in any certificate proceeding related to the Sundance Trail Expansion project and in any subsequent general rate case proceedings during the term of the Agreement.

2. Creditworthiness Requirements

Until the end of the term of this Agreement, Shipper will either (i) maintain an investment grade credit rating for its long-term senior unsecured debt, meaning such a credit rating from Moody's Investor Service ("Moody's") of Baa3 or better or from Standard and Poor's ("S&P") of BBB- or better or (ii) provide security to Transporter as stated below, but only for the duration of its below investment-grade credit rating. Such security shall be returned to Shipper within thirty (30) days of Shipper's credit rating achieving or being restored to investment grade, with interest accruing on any cash deposit as set forth in subparagraph (d) below. For each day such return of cash deposit is delayed past the aforementioned thirty (30) day period, interest will accrue on such cash deposit at the greater of the FERC refund interest rate or the rate set forth in subparagraph (d) below. The amount of security required shall be equal to the annual reservation charges for Shipper's quantity of contract demand times the lesser of three years or the remaining term of the Agreement. The following are forms of security that may be provided by Shipper in satisfaction of the foregoing paragraph:

(a) A guarantee in form and substance that is reasonably satisfactory to Transporter, executed by an entity with an investment grade credit rating, of Shipper's performance of its obligations to Transporter under this Agreement; or

(b) A non-transferable, standby, irrevocable letter of credit in form and substance reasonably acceptable to Transporter, and drawn upon a bank reasonably acceptable to Transporter; or

(c) Such other form of security that is reasonably acceptable to Transporter, which may include a cash deposit; and

(d) If security in the form of a cash deposit has been provided pursuant to (c) above, any refunds of such security due to termination of the Agreement, as applicable, or due to reduced security requirements shall include interest on such security at the same rate that Transporter earns on the security through the date of such refund.