



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

March 19, 2024

Ms. Debbie-Anne Reese, Acting Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington, D.C. 20426

Reference: Northwest Pipeline LLC
Non-Conforming Service Agreement
Docket No. RP24-_____

Dear Ms. Reese:

Pursuant to Section 4 of the Natural Gas Act (“NGA”) and Part 154 of the Federal Energy Regulatory Commission’s (“Commission”) regulations thereunder, Northwest Pipeline LLC (“Northwest”) hereby submits for filing with the Commission the following revised tariff record related to a non-conforming service agreement in its FERC Gas Tariff Fifth Revised Volume No. 1 (“Tariff”):

Twelfth Revised Sheet No. 399-B

Northwest also submits the following new tariff records to its Tariff, Original Volume Non-Conforming Service and Negotiated Rate Agreements (“Original Tariff”):

Tariff Record 10.S.2 Version 0.0.0
Tariff Record 10.S.2.1 Version 0.0.0

Statement of Nature, Reasons, and Basis

The purpose of this filing is to: (1) submit a non-conforming service agreement between Northwest and Spotlight Energy, LLC (“Spotlight”) (“Service Agreement No. 145101”) for inclusion in Northwest’s Original Tariff; and 2) update its list of non-conforming agreements provided in the Tariff.

Service Agreement No. 145101

In exchange for Spotlight not terminating its Service Agreement, and instead allowing it to automatically extend for another year pursuant to its standard bi-lateral evergreen provision, Northwest agreed on March 14, 2024, to amend Spotlight’s Service Agreement No. 145101. The amendment gives Spotlight primary firm service rights from the LaPlata receipt point to the southside of the Silver Dome receipt point, and secondary firm service rights from the Silver Dome

receipt point to the Kern River Muddy Creek delivery point. Such subordinate firm service rights will have the scheduling priority described in Section 12.1(b)(ii) of the General Terms and Conditions of Northwest's Tariff.

The Commission's policy generally is to permit non-conforming provisions that do not present a substantial risk for undue discrimination or affect the quality of service received by the contracting shipper or others.¹ The non-conforming provision contained in Agreement No. 145101 does not present a substantial risk for undue discrimination or affect the quality of service received by shippers.

Northwest is submitting the Service Agreement No. 145101 as a tariff record to be included in its Tariff, Original Volume Non-Conforming Service and Negotiated Rate Agreements, as required by the Commission.² Further, Northwest is submitting an updated list of non-conforming agreements provided in the Tariff to include Service Agreement No. 145101.

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 respectively requests a waiver of Section 154.207 of the Commission regulations, which requires tariff filings to be submitted to the Commission not less than thirty days prior to the proposed effective date of such records. Northwest requests that (1) the proposed tariff sheet, and (2) the tariff records filed be made effective April 1, 2024. Northwest also 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.

¹ See e.g., *Columbia Gas Transmission Corporation*, 97 F.E.R.C. ¶ 61,221, at p. 62,003 (2001).

² *Columbia Gas Transmission, LLC*, 132 F.E.R.C. ¶ 61,147 (2010); *Dominion Transmission, Inc.*, 132 F.E.R.C. ¶ 61,179 (2010).

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.

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

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bela.patel@williams.com

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Senior Counsel
(801) 584-6742
Northwest Pipeline LLC
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bruce.reemsnyder@williams.com

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



Director, Rates & Regulatory

Enclosures

NON-CONFORMING SERVICE AGREEMENTS (Continued)

Name of Shipper/Agreement No. -----	Rate Schedule -----	Agreement/ Amendment Date -----	Date Filed -----
Southwest Gas Corporation (No. 100049)	TF-1	06/01/91 06/25/19	07/23/19
Spotlight Energy, LLC (No. 145101)	TF-1	04/01/24	03/19/24
Vitol Inc (No. 144799)	TF-1	07/29/22	09/16/22

NON-CONFORMING SERVICE AGREEMENTS

Spotlight Energy, LLC

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

**Tariff Record 10.S.2.1
Contract No. 145101
Version 0.0.0**

Rate Schedule TF-1 Service Agreement Amendment
Contract No. 145101
Dated March 14, 2024, Effective April 01, 2024

THIS AMENDMENT by and between Northwest Pipeline LLC (Transporter) and Spotlight Energy (Shipper) is made and entered into on March 14, 2024.

WHEREAS:

- A. Transporter and Shipper are parties to that certain Rate Schedule (TF-1) Service Agreement dated January 17, 2023 and assigned Contract No. 145101 (Agreement).
- B. Transporter and Shipper desire to amend the agreement to (1) change the Primary Delivery Point from Exxon/Walker Hollow delivery to Kern River Muddy Creek delivery and (2) have Primary Firm Service Rights in the mainline corridor from the Laplata-NWP receipt point to the southside of the Silver Dome receipt point and shall have Secondary Firm Service Rights from the Silver Dome receipt point to the Kern River Muddy Creek delivery point.

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

- 1. As of the effective date set forth thereon, the Exhibit A attached hereto supercedes and replaces the previously effective Exhibit A to the Agreement.
- 2. The additional exhibits noted on the attached Exhibit A as applicable to the Agreement, if any, also are attached hereto and, as of the effective dates set forth thereon, supercede and replace any previously effective corresponding exhibits to the Agreement.

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

Spotlight Energy
By: /S/
Name: JESSE EISNER
Title: COO

Northwest Pipeline LLC
By: /S/
Name: GARY VENZ
Title: Director Commercial Services

EXHIBIT A

Dated March 14, 2024, Effective April 01, 2024

to the

Rate Schedule TF-1 Service Agreement

(Contract No. 145101)

between Northwest Pipeline LLC

and Spotlight Energy

SERVICE DETAILS

- 1. Transportation Contract Demand (CD): 2,232 Dth per day
- 2. Primary Receipt Point(s):

Point ID Name	Maximum Daily Quantities (Dth)
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Northwest Pipeline LLC
 FERC Gas Tariff
 Original Volume
 Non-Conforming Service and Negotiated Rate Agreements

Tariff Record 10.S.2.1
 Contract No. 145101
 Version 0.0.0

549 LAPLATA-NWP	2,232
<u>Total</u>	<u>2,232</u>

3. Primary Delivery Point(s):

Point ID Name	Maximum Daily Delivery Obligation (Dth)	Delivery Pressure (psig)
92 KERN RIVER MUDDY CREEK DELIV.	2,232	0
<u>Total</u>	<u>2,232</u>	

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

4. Customer Category:

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

5. 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
- b. Volumetric Charge (per Dth): Maximum Base Tariff Rate, plus applicable surcharges
- c. Additional Facility Reservation Surcharge Pursuant to Section 3.4 of Rate Schedule TF-1 (per Dth of CD): None
- d. Rate Discount Conditions Consistent with Section 3.5 of Rate Schedule TF-1: Not Applicable
- e. Negotiated Rate Conditions Consistent with Section 3.7 of Rate Schedule TF-1: Not Applicable

6. Transportation Term:

- a. Primary Term Begin Date: April 01, 2023
- b. Primary Term End Date: March 31, 2025

Specified conditional service agreement extensions pursuant to Section 11.9 of the General Terms and Conditions of the Tariff: None

- c. Evergreen Provision: Yes, standard bi-lateral evergreen under Section 12.2 (a) (iii) and (b) (iii) of Rate Schedule TF-1

7. Contract-Specific OFO Parameters and/or Alternative Actions in lieu of a Contract-Specific OFO:

None

8. Subordinate rights apply as defined in GT&C Section 1 Secondary Firm Service Rights with a Scheduling and Curtailment Priority per GT&C Section 12.1(b) (ii): No

9. Regulatory Authorization: 18 CFR 284.223

10. Additional Exhibits:

Exhibit B Yes
Exhibit C No
Exhibit D No
Exhibit E No

EXHIBIT B

Dated March 14, 2024, Effective April 01, 2024,

(subject to Commission acceptance)
to the
Rate Schedule TF-1 Service Agreement
(Contract No. 145101)
between Northwest Pipeline LLC
and Spotlight Energy

NON-CONFORMING PROVISIONS

Shipper shall have Primary Firm Service Rights for 2,232 Dth/d in the mainline corridor from point 549 - Laplata-NWP receipt point to the southside of the Silver Dome receipt point and shall have Secondary Firm Service Rights for 2,232 Dth/d in the mainline corridor from point 711 - Silver Dome receipt point to point 92 - Kern River Muddy Creek delivery point. Such Secondary Firm Service Rights will have the scheduling priority described in Section 12.1(b) (ii) of the General Terms and Conditions of Transporter's FERC Gas Tariff.

NON-CONFORMING SERVICE AGREEMENTS (Continued)

Name of Shipper/Agreement No. -----	Rate Schedule	Agreement/ Amendment Date	Date Filed -----
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THEREFORE, in consideration of the premises and mutual covenants set forth herein, Transporter and Shipper agree as follows:

- 1. As of the effective date set forth thereon, the Exhibit A attached hereto supercedes and replaces the previously effective Exhibit A to the Agreement.
- 2. The additional exhibits noted on the attached Exhibit A as applicable to the Agreement, if any, also are attached hereto and, as of the effective dates set forth thereon, supercede and replace any previously effective corresponding exhibits to the Agreement.

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

<u>Spotlight Energy</u>	<u>Northwest Pipeline LLC</u>
<u>By: /S/</u>	<u>By: /S/</u>
<u>Name: JESSE EISNER</u>	<u>Name: GARY VENZ</u>
<u>Title: COO</u>	<u>Title: Director Commercial Services</u>

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to the
Rate Schedule TF-1 Service Agreement
(Contract No. 145101)
between Northwest Pipeline LLC
and Spotlight Energy
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- 1. Transportation Contract Demand (CD): 2,232 Dth per day
- 2. Primary Receipt Point(s):

<u>Point ID Name</u>	<u>Maximum Daily Quantities (Dth)</u>
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-	<u>549 LAPLATA-NWP</u>	<u>2,232</u>	-
-	<u>Total</u>	<u>2,232</u>	-

3. Primary Delivery Point(s):

<u>Point ID Name</u>	<u>Maximum Daily Delivery Obligation (Dth)</u>	<u>Delivery Pressure (psig)</u>
-	<u>92 KERN RIVER MUDDY CREEK DELIV.</u>	<u>2,232</u>
-	<u>Total</u>	<u>2,232</u>

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

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9. Regulatory Authorization: 18 CFR 284.223

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Exhibit B Yes

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Exhibit E No

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(subject to Commission acceptance)

to the

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(Contract No. 145101)

between Northwest Pipeline LLC

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