



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

December 16, 2020

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

Reference: Northwest Pipeline LLC  
Filing to Revise Customer-Specific Entitlement Provision  
Docket No. RP21-\_\_\_\_\_

Dear Ms. Bose:

Pursuant to Part 154 of the regulations of the Federal Energy Regulatory Commission (“Commission” or “FERC”), Northwest Pipeline LLC (“Northwest”) tenders for filing and acceptance of the tariff sheets listed as part of its FERC Gas Tariff, Fifth Revised Volume No. 1 (“Tariff”).

Fourth Revised Sheet No. 229-A  
Second Revised Sheet No. 230  
Fourth Revised Sheet No. 234  
Third Revised Sheet No. 235

The proposed effective date of the revised tariff sheets is January 16, 2021.

**Statement of Nature, Reasons and Basis for the Filing**

The purpose of this filing is to revise Sections 14.6 and 15.3 of the General Terms & Conditions (“GT&C”) of Northwest’s Tariff to modify the customer-specific entitlement mechanism to allow Northwest to entitle specific Receiving Parties whose actions are causing operational concerns. Northwest proposes to modify its customer-specific entitlement provision to allow Northwest to declare a customer-specific unauthorized overrun or underrun entitlement for any Receiving Party who has contributed to the adverse operating condition for at least two consecutive days and whose actual measured deliveries have deviated from scheduled deliveries for the previous Gas Day by the greater of 10,000 dekatherms or 5 percent.

A Declared Entitlement Period is a period during which unauthorized overrun or underrun

provisions apply as a result of an interruption or curtailment due to capacity constraints, supply interruptions, or the existence of any undertake or overtake situation which jeopardizes system integrity<sup>1</sup>. Currently, Northwest's Tariff allows Northwest to declare a customer-specific overrun or underrun entitlement, but only once the Receiving Party has exceeded its cumulative imbalance tolerance based on the previous month's total confirmed nominations. Using the previous month's cumulative imbalance to determine a current month's operational condition does not coincide with the current operational status of the system. Therefore, Northwest is unable to react in a timely manner to mitigate operational issues. Northwest needs the ability to use the Receiving Party's current behavior to declare the entitlement. Under the instant proposal, Northwest will be able to declare entitlements upon Receiving Parties contributing to the adverse operating condition rather than implementing a general system wide entitlement, which affects Receiving Parties who are not contributing to the adverse operating conditions.

Further, currently, under a customer-specific Declared Entitlement Period, the Receiving Party is no longer subject to the entitlement once its cumulative imbalance falls below the cumulative imbalance tolerance based on the previous month's total confirmed nominations. Under Northwest's proposal, a Receiving Party will remain subject to the entitlement until system integrity has been restored, or Northwest declares a general system entitlement.

#### **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.

#### **Proposed Effective Date and Waiver Request**

Northwest hereby requests that the proposed Tariff sheets submitted herein be made effective January 16, 2021. In the event the Commission elects to suspend, modify or accept subject to conditions, in accordance with Section 154.7(a)(9) of the Commission's regulations, Northwest reserves the right to file a later motion to place such tariff sheets in effect at the end of the applicable suspension period. 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 revised tariff sheets in RTF format with metadata attached;
- (2) A transmittal letter in PDF format;
- (3) A clean version of the revised tariff sheets in PDF format for publishing in eLibrary;

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<sup>1</sup> See Section 14.6, Operating Conditions, of the General Terms & Conditions of Northwest's FERC Gas Tariff.

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- (4) A marked version of the tariff sheets in accordance with Section 154.201(a) of the Commission's 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, Northwest certifies that copies of this filing have been 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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The undersigned certifies that the contents of this filing are true and correct to the best of her knowledge and belief; that the paper and electronic versions of the submitted tariff sheets contain the same information; and that she possesses full power and authority to sign this filing.

Respectfully submitted,

**NORTHWEST PIPELINE LLC**



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Manager, Rates & Regulatory

Enclosures

GENERAL TERMS AND CONDITIONS  
(Continued)

14. OPERATING CONDITIONS (Continued)

(c) Identify that portion of the system contributing to the operational problem and, in the case of a customer-specific entitlement, provide notification to each Receiving Party that (1) has contributed to the adverse operating conditions for at least two consecutive days; and (2) whose actual measured deliveries have deviated from scheduled deliveries for the previous Gas Day by the greater of 10,000 Dth or 5 percent. Before issuing a customer-specific entitlement, Transporter will attempt to remedy the adverse operating condition through requests for voluntary action; provided, however, exigent circumstances may exist which require immediate issuance of a customer-specific entitlement. Transporter will not issue a customer-specific Receiving Party entitlement for the same time period and portion of the system in which a general system Declared Entitlement Period has been issued. Due to operational constraints on Transporter's system, there may be instances when a general system Declared Entitlement Period will apply to Transporter's entire system;

(d) Specify the entitlement as either an overrun or an underrun entitlement and will specify the percentage, as detailed in Section 15.5(c), by which a Receiving Party's unauthorized overruns or underruns may differ from daily entitlements, as outlined in Section 15.5(b), before Section 15.5 penalties are imposed; and

(e) Any other terms Transporter may reasonably require to ensure the effectiveness of the Declared Entitlement Period.

After an entitlement has been lifted, Transporter will post to its Designated Site information on factors that caused the entitlement to be issued and then lifted.

If deliveries to Receiving Party exceed scheduled and authorized volumes during any day that such a general system or customer-specific Declared Entitlement Period is in effect or deliveries are less than scheduled and authorized volumes in an undertake situation, the unauthorized overrun or underrun charge provisions as described in Section 15 of the General Terms and Conditions will apply.

The provisions of Section 14.3, Nomination Changes After the Start of the Gas Day, are applicable to allow Shippers to adjust receipts and/or deliveries as necessary during such Declared Entitlement Period.

GENERAL TERMS AND CONDITIONS  
(Continued)

14. OPERATING CONDITIONS (Continued)

14.7 Records of Scheduled Quantities. Transporter shall keep accurate records of the quantities of gas nominated and scheduled for transportation, and any imbalances, which records shall be made available to Receiving Party or Shipper upon request. If Receiving Party's gas is commingled with other gas at the point of receipt or at the point of delivery, the scheduling arrangements and Transporter's records shall include procedures for the allocation of the total quantity at such points.

14.8 Arrangements Prior to Receipt and After Delivery. It shall be Shipper's obligation to make arrangements with other parties for delivery of gas into Transporter's system at the Receipt Point(s) and for the receipt of gas after transportation at the Delivery Point(s). Shipper shall be obligated in such arrangements to require dispatching and operating coordination with Transporter and access to appropriate charts and records. Such arrangements shall not be accepted by Transporter unless found to be satisfactory by Transporter. Shipper shall pay for any and all third party services including, but not limited to compression, processing, gathering, transportation or assigned nominating and balancing responsibilities or services.

14.9 Operating Information and Estimates. Upon request of Transporter, Shipper shall from time to time submit its best estimates of the daily, monthly and annual volumes of gas to be transported, including peak day requirements, together with such other operating data as Transporter may require in order to schedule its operations.

14.10 System Operations and Storage. Transporter shall not be required to compress transportation gas into its pipeline, lower its system operating pressure, alter the direction of gas flow, or alter other operation or utilization of its facilities or otherwise change its normal pipeline operations in order to receive, transport or deliver gas hereunder.

Transporter shall utilize its system storage capacity to accommodate transportation imbalances to the extent that existing transportation and storage obligations are not compromised.

14.11 Receipt and Delivery Points. Refer to Section 2 of the General Terms and Conditions for operating procedures and pressures at receipt and delivery points. Once confirmed as outlined in Section 14.4, service to an alternate receipt and/or delivery point shall have the same priority of service rights as a primary receipt and/or delivery point.

GENERAL TERMS AND CONDITIONS (Continued)

15. DETERMINATION OF DELIVERIES AND IMBALANCES (Continued)

Transporter will waive any penalties due to Receiving Party/Shipper Imbalances which result from errors made by Transporter or which result from force majeure invoked by Transporter. Transporter also will waive Receiving Party/Shipper Imbalance penalties for other good cause, including Transporter's reasonable judgment that Receiving Party's/Shipper's actions have not impaired Transporter's ability to provide reliable firm service. Such waivers will be applied uniformly in a not unduly discriminatory manner.

15.3 Receiving Party Imbalances and Penalties. If Receiving Party's cumulative monthly Receiving Party Imbalance exceeds the greater of 5,000 Dth or (a) 5 percent during the period of March through July or (b) 3 percent during the period of August through February above or below total confirmed nominations for that month ("Tolerance Limit"), Transporter shall notify Receiving Party that Receiving Party's Imbalance exceeds the allowed tolerance. Such notice shall be provided by the fifteenth day of the month following the month service is rendered. Transporter will notify Receiving Party when their Receiving Party Imbalance exceeds the Tolerance Limit, and specify whether a penalty situation exists. Receiving Party will have 45 non-entitlement, Balancing-Approved Days from the date of notification by Transporter to bring its Receiving Party Imbalance within tolerance. The 45 non-entitlement, Balancing-Approved Day period will be extended proportionately if, and to the extent that Shipper's failure to bring its imbalance within tolerances is caused by Transporter's inability to accommodate Shipper's make-up or payback nomination(s).

If the Receiving Party fails to get within tolerance at any point during the 45 non-entitlement, Balancing-Approved Day period, Receiving Party shall pay a penalty to Transporter equal to \$10.00/Dth on the imbalance over the Tolerance Limit, as described above. Receiving Party Imbalances shall be cumulative and Receiving Party must specifically adjust nominations as necessary to eliminate such imbalances.

Under a customer-specific Declared Entitlement Period, a Receiving Party will no longer be subject to the customer-specific entitlement once the system's integrity, which was jeopardized by the Receiving Party's actions, has been restored or Transporter has issued a general system Declared Entitlement Period that involves such Receiving Party.

15.4 Receiving Party Imbalance Netting. Upon Shipper's request, Transporter will net Receiving Party Imbalances with Receiving Party Imbalances, and Receiving Party Imbalances with Shipper Imbalances (as defined in Section 15.7 hereof), between a Shipper's Service Agreements within an Operational Impact Area. Netting between a Shipper's Service Agreements, when offsetting a Receiving Party Imbalance with a Shipper Imbalance, will be limited to a maximum quantity equal to the smallest imbalance under the agreements being netted.

GENERAL TERMS AND CONDITIONS  
(Continued)

15. DETERMINATION OF DELIVERIES AND IMBALANCES (Continued)

If a Receiving Party fails to eliminate Receiving Party Imbalances within the allowed period referenced above, in addition to any penalties applied hereunder, Transporter shall have the right to adjust nominations, receipts or deliveries in order to achieve a balance. Receiving Party imbalances may also be eliminated by trading imbalances between Service Agreements with third parties as set forth in Section 15.9.

15.5 Daily Entitlement Overrun and Underrun Provisions.

(a) Unauthorized Overrun and Underrun Volumes. If on any day during a Declared Entitlement Period, the total physical quantity of gas taken by Receiving Party from Transporter exceeds or is less than the total quantity of gas which Receiving Party is entitled to take on such day as defined below, then all gas taken in excess of such entitlement or not taken within said entitlement shall constitute unauthorized overrun or underrun volume. Each general system or customer-specific Declared Entitlement Period shall be specified as either an overrun or an underrun entitlement for Receiving Party such that only one penalty condition may exist at one time.

(b) Receiving Party's Daily Entitlement. The total quantity of gas which Receiving Party is entitled to take from Transporter on any day consists of the sum of the following quantities:

(i) The volume of gas in Dth authorized by a confirmed nomination for delivery to Receiving Party on such day under firm transportation Service Agreements.

(ii) The volume of gas in Dth authorized by a confirmed nomination for delivery to Receiving Party on such day under interruptible transportation Service Agreements.

(c) Daily Unauthorized Overrun and Underrun Charges. The Daily Unauthorized Overrun or Underrun Charges shall be applied, as explained below, during a Declared Entitlement Period, either as a result of capacity constraints, supply interruption, or an overtake or an undertake situation applicable to any Receiving Party, when Transporter has so notified such Receiving Party prior to the start of the Gas Day. These charges are not intended to apply to occasional or minor supply interruptions which would not have a detrimental impact on Transporter's operations or on other Receiving Parties. Under such circumstances, Transporter would not notify Receiving Party that a Declared Entitlement Period is in effect.

GENERAL TERMS AND CONDITIONS  
(Continued)

14. OPERATING CONDITIONS (Continued)

(c) Identify that portion of the system contributing to the operational problem and, in the case of a customer-specific entitlement, provide ~~specific~~ notification to ~~the each~~ Receiving Party ~~(s)~~ that (1) has contributed to the adverse operating conditions for at least two consecutive days; and (2) whose actual measured deliveries have deviated from scheduled deliveries for the previous Gas Day by the greater of 10,000 Dth or 5 percent. Before issuing a customer-specific entitlement, Transporter will attempt to remedy the adverse operating condition through requests for voluntary action; provided, however, exigent circumstances may exist which require immediate issuance of a customer-specific entitlement. ~~have exceeded their current cumulative imbalance tolerance, based on the previous month's total confirmed nominations, using the Tolerance Limit set forth in Sections 15.3.~~ Transporter will not issue a customer-specific Receiving Party entitlement for the same time period and portion of the system in which a general system Declared Entitlement Period has been issued. Due to operational constraints on Transporter's system, there may be instances when a general system Declared Entitlement Period will apply to Transporter's entire system;

(d) Specify the entitlement as either an overrun or an underrun entitlement and will specify the percentage, as detailed in Section 15.5(c), by which a Receiving Party's unauthorized overruns or underruns may differ from daily entitlements, as outlined in Section 15.5(b), before Section 15.5 penalties are imposed; and

(e) Any other terms Transporter may reasonably require to ensure the effectiveness of the Declared Entitlement Period.

After an entitlement has been lifted, Transporter will post to its Designated Site information on factors that caused the entitlement to be issued and then lifted.

If deliveries to Receiving Party exceed scheduled and authorized volumes during any day that such a general system or customer-specific Declared Entitlement Period is in effect or deliveries are less than scheduled and authorized volumes in an undertake situation, the unauthorized overrun or underrun charge provisions as described in Section 15 of the General Terms and Conditions will apply.

The provisions of Section 14.3, Nomination Changes After the Start of the Gas Day, are applicable to allow Shippers to adjust receipts and/or deliveries as necessary during such Declared Entitlement Period.



~~14.7—Records of Scheduled Quantities.—Transporter shall keep accurate records of the quantities of gas nominated and scheduled for transportation, and any imbalances, which records shall be made available to Receiving Party or Shipper upon request. If Receiving Party's gas is commingled with other gas at the point of receipt or at the point of delivery, the scheduling arrangements and Transporter's records shall include procedures for the allocation of the total quantity at such points.~~

GENERAL TERMS AND CONDITIONS  
(Continued)

14. OPERATING CONDITIONS (Continued)

14.7 Records of Scheduled Quantities. Transporter shall keep accurate records of the quantities of gas nominated and scheduled for transportation, and any imbalances, which records shall be made available to Receiving Party or Shipper upon request. If Receiving Party's gas is commingled with other gas at the point of receipt or at the point of delivery, the scheduling arrangements and Transporter's records shall include procedures for the allocation of the total quantity at such points.

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14.9 Operating Information and Estimates. Upon request of Transporter, Shipper shall from time to time submit its best estimates of the daily, monthly and annual volumes of gas to be transported, including peak day requirements, together with such other operating data as Transporter may require in order to schedule its operations.

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Transporter shall utilize its system storage capacity to accommodate transportation imbalances to the extent that existing transportation and storage obligations are not compromised.

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GENERAL TERMS AND CONDITIONS (Continued)

15. DETERMINATION OF DELIVERIES AND IMBALANCES (Continued)

Transporter will waive any penalties due to Receiving Party/Shipper Imbalances which result from errors made by Transporter or which result from force majeure invoked by Transporter. Transporter also will waive Receiving Party/Shipper Imbalance penalties for other good cause, including Transporter's reasonable judgment that Receiving Party's/Shipper's actions have not impaired Transporter's ability to provide reliable firm service. Such waivers will be applied uniformly in a not unduly discriminatory manner.

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15.4 Receiving Party Imbalance Netting. Upon Shipper's request, Transporter will net Receiving Party Imbalances with Receiving Party Imbalances, and Receiving Party Imbalances with Shipper Imbalances (as defined in Section 15.7 hereof), between a Shipper's Service Agreements within an Operational Impact Area. Netting between a Shipper's Service Agreements, when offsetting a Receiving Party Imbalance with a Shipper Imbalance, will be limited to a maximum quantity equal to the smallest

imbalance under the agreements being netted. ~~If a Receiving Party fails to eliminate Receiving Party Imbalances within the allowed period referenced above, in addition to any penalties applied hereunder,~~

GENERAL TERMS AND CONDITIONS  
(Continued)

15. DETERMINATION OF DELIVERIES AND IMBALANCES (Continued)

If a Receiving Party fails to eliminate Receiving Party Imbalances within the allowed period referenced above, in addition to any penalties applied hereunder, Transporter shall have the right to adjust nominations, receipts or deliveries in order to achieve a balance. Receiving Party imbalances may also be eliminated by trading imbalances between Service Agreements with third parties as set forth in Section 15.9.

15.5 Daily Entitlement Overrun and Underrun Provisions.

(a) Unauthorized Overrun and Underrun Volumes. If on any day during a Declared Entitlement Period, the total physical quantity of gas taken by Receiving Party from Transporter exceeds or is less than the total quantity of gas which Receiving Party is entitled to take on such day as defined below, then all gas taken in excess of such entitlement or not taken within said entitlement shall constitute unauthorized overrun or underrun volume. Each general system or customer-specific Declared Entitlement Period shall be specified as either an overrun or an underrun entitlement for Receiving Party such that only one penalty condition may exist at one time.

(b) Receiving Party's Daily Entitlement. The total quantity of gas which Receiving Party is entitled to take from Transporter on any day consists of the sum of the following quantities:

(i) The volume of gas in Dth authorized by a confirmed nomination for delivery to Receiving Party on such day under firm transportation Service Agreements.

(ii) The volume of gas in Dth authorized by a confirmed nomination for delivery to Receiving Party on such day under interruptible transportation Service Agreements.

(c) Daily Unauthorized Overrun and Underrun Charges. The Daily Unauthorized Overrun or Underrun Charges shall be applied, as explained below, during a Declared Entitlement Period, either as a result of capacity constraints, supply interruption, or an overtake or an undertake situation applicable to any Receiving Party, when Transporter has so notified such Receiving Party prior to the start of the Gas Day. These charges are not intended to apply to occasional or minor supply interruptions which would not have a detrimental impact on Transporter's operations or on other Receiving Parties. Under such circumstances, Transporter would not notify Receiving Party that a Declared Entitlement Period is in effect.