

#### **NORTHWEST PIPELINE LLC**

P.O. Box 58900 Salt Lake City, UT 84158-0900 Phone: (801) 584-6864 FAX: (801) 584-7764

July 23, 2019

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

**Re:** Northwest Pipeline LLC Docket No. RP19-\_\_\_\_

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 the following tariff sheets related to non-conforming service agreements as part of its FERC Gas Tariff, Fifth Revised Volume No. 1 ("Tariff"):

Twelfth Revised Sheet No. 395 Sixth Revised Sheet No. 396 Seventh Revised Sheet No. 396-A Eleventh Revised Sheet No. 399-A Eighth Revised Sheet No. 399-B

Northwest also submits revised tariff records to update its Tariff, Original Volume Non-Conforming Service and Negotiated Rate Agreements:

Tariff records revised or added:

- Tariff Record 10 (Version 12.0.0)
- Tariff Record 10.I.2 (Version 0.0.0)
- Tariff Record 10.I.2.1 (Version 0.0.0)
- Tariff Record 10.S (Version 0.0.0)
- Tariff Record 10.S.1 (Version 0.0.0)
- Tariff Record 10.S.1.1 (Version 0.0.0)
- Tariff Record 10.S.1.2 (Version 0.0.0)

Tariff records revised for deleted contracts:

- Tariff Record 10.P.1.1 (Version 1.0.0)
- Tariff Record 10.P.1.3 (Version 1.0.0)

Ms. Kimberly D. Bose July 23, 2019 Page 2 of 6

#### Purpose

The purpose of this filing is to: (1) submit one new non-conforming service agreement and two amended non-conforming service agreements for Commission acceptance (Agreement Nos. 142982, 100048 and 100049); (2) remove two service agreements from the list of non-conforming service agreements because they have been amended and are no longer non-conforming (Agreement Nos. 100056 and 100313); (3) place certain non-conforming service agreements in alphabetical order in the list of non-conforming service agreements in the Tariff that are currently out of order due to a name change or assignment (Agreement Nos. 129875, 135562 and 139366); and, (4) include the Tariff Records identified above in its Tariff, Original Volume Non-Conforming Service and Negotiated Rate Agreements.

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

## Agreement No. 142982

Pursuant to the procedures set forth in Northwest's Tariff, Intermountain Gas Company ("Intermountain") was awarded, through an open bid process, 16,305 Dth/d of transportation capacity that was posted as available. Intermountain's bid included a discount provision stating the capacity is to be discounted to 35 percent of Northwest's Maximum Base Tariff Rate from July 1, 2019 through October 31, 2025. Northwest accepted Intermountain's discount condition and on June 28, 2019, Northwest and Intermountain entered into Agreement No. 142982 for firm transportation service.

In consideration of Northwest providing a long-term discounted rate under this agreement, Northwest required that Intermountain accept a non-conforming provision stating that, upon request from Northwest, Intermountain will file in support of the discount under the agreement in all of Northwest's subsequent rate cases filed under either Section 4 or 5 of the Natural Gas Act during the term that the discount provided under the Agreement applies, excluding any rate cases that involve a pre-filed settlement. For rate cases that involve a pre-filed settlement, Intermountain agrees not to protest the discount under the agreement in all of Northwest's subsequent rate cases filed under either Section 4 or 5 of the Natural Gas Act during the term that the discount provided under the Agreement applies.

Northwest granted Intermountain a discount conditioned upon Intermountain agreeing to actively support the discount under the agreement in any future rate case that occurs during the term that the discount is in effect. Intermountain should not be allowed to avail itself of today's bargain while reserving the right to undermine this bargain at a later date simply because it may be beneficial for it to do so, by failing to support the discount because it acquired such cheaper discounted capacity.

The Commission has approved similar non-conforming provisions filed by Northwest.<sup>1</sup> The above-described non-conforming provision does not impact the terms and conditions of

<sup>&</sup>lt;sup>1</sup> See Northwest Pipeline LLC, Tariff Filing in Docket No. RP16-86-000, Letter Order dated November 20, 2015.

Ms. Kimberly D. Bose July 23, 2019 Page 3 of 6

Intermountain's service and does not negatively impact service to other shippers. The service offered under the agreement is the same service offered to all Rate Schedule TF-1 shippers. Because the provision is narrowly tailored to prevent Intermountain from undermining the bargain it benefitted from, it does not present a substantial risk of undue discrimination.

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.<sup>2</sup> The non-conforming provisions contained in Agreement No. 142982 do not present a substantial risk for undue discrimination or affect the quality of service received by shippers.

Northwest is submitting this Intermountain Agreement No. 142982 as a tariff record to be included in its Tariff, Original Volume Non-Conforming Service and Negotiated Rate Agreements, as required by the Commission:<sup>3</sup>

Tariff Record 10.I.2.1 (Version 0.0.0)

## Agreement No. 100048

A previous version of the non-conforming language shown on Exhibit B of Southwest Gas Corporation ("Southwest") Agreement No. 100048 was previously filed and accepted by the Commission. The previously filed non-conforming language stated the primary term end date associated with 4,448 Dth/d and the primary term end date of the remaining contract demand. The modified non-conforming language captures an agreement between Northwest and Southwest to extend the primary term end date of the remaining contract demand from June 30, 2024 to March 31, 2032. There was no change to the primary term end date associated with the 4,448 Dth/d.

Northwest is submitting this amended Southwest Agreement No. 100048 as a tariff record to be included in its Tariff, Original Volume Non-Conforming Service and Negotiated Rate Agreements, as required by the Commission:<sup>5</sup>

Tariff Record 10.S.1.1 (Version 0.0.0)

## Agreement No. 100049

A previous version of the non-conforming language shown on Exhibit B of Southwest Agreement No. 100049 was previously filed and accepted by the Commission. The modified non-conforming

 $<sup>^2</sup>$  See e.g., Columbia Gas Transmission Corporation, 97 F.E.R.C.  $\P$  61,221, at p. 62,003 (2001).

<sup>&</sup>lt;sup>3</sup> Columbia Gas Transmission, LLC, 132 F.E.R.C. ¶ 61,147 (2010); Dominion Transmission, Inc., 132 F.E.R.C. ¶ 61,179 (2010).

<sup>&</sup>lt;sup>4</sup> See Northwest Pipeline GP, Tariff Filing in Docket No. RP08-450, Letter Order dated August 14, 2008.

<sup>&</sup>lt;sup>5</sup> Columbia Gas Transmission, LLC, 132 F.E.R.C. ¶ 61,147 (2010); Dominion Transmission, Inc. 132 F.E.R.C. ¶ 61,179 (2010).

<sup>&</sup>lt;sup>6</sup> See Northwest Pipeline GP, Tariff Filing in Docket No. RP09-778, Letter Order dated July 21,

Ms. Kimberly D. Bose July 23, 2019 Page 4 of 6

language contains: (1) new non-conforming language regarding the permanent release of 4,291 Dth/d of capacity effective November 1, 2020; (2) the previously approved language concerning the primary term end date for 2,197 Dth/d; and (3) Northwest's and Southwest's agreement to extend the primary term end date of the remaining contract demand from June 30, 2024 to March 31, 2032.

Northwest is submitting this amended Southwest Agreement No. 100049 as a tariff record to be included in its Tariff, Original Volume Non-Conforming Service and Negotiated Rate Agreements, as required by the Commission:<sup>7</sup>

Tariff Record 10.S.1.2 (Version 0.0.0)

# Agreement No. 100056

In Docket No. RP15-312, the Commission approved the restriction of primary corridor rights on Puget Sound Energy, Inc.'s ("Puget") Agreement No. 100056 for deliveries to the Deer Island, Rivergate (Oregon Steel) and Portland West/Scappoose delivery points to be from domestic supply sources only.<sup>8</sup> In an amendment dated February 22, 2019, Northwest and Puget agreed to realign maximum daily delivery obligations on this agreement by utilizing posted available capacity. This realignment amendment eliminated the need for the previous restriction. Northwest proposes to remove this agreement from the Tariff as it no longer contains non-conforming provisions.

#### Agreement No. 100313

In Docket No. RP13-555, the Commission approved a change to Northwest's Form of Rate Schedule TF-2 Firm Transportation Service Agreement to include a "fill-in-the-blank" to make contract-specific operational flow order ("CSOFO") provisions conforming provisions. Prior to having this "fill-in-the-blank," Northwest filed Puget's Agreement No. 100313 as a non-conforming service agreement containing a CSOFO. Agreement No. 100313 has been restated to include the CSOFO as a conforming provision. Northwest proposes to remove this agreement from the Tariff as it no longer contains non-conforming provisions.

## Non-Conforming Service Agreements – Tariff Record Update

Northwest proposes to revise the list of non-conforming service agreements in the Tariff by: (1) adding Intermountain's Agreement No. 142982; (2) updating the amendment and filed dates for Southwest's Agreement Nos. 100048 and 100049; and (3) removing Puget's Agreement Nos. 100056 and 100313 because they no longer contain non-conforming provisions.

<sup>7</sup> Columbia Gas Transmission, LLC, 132 F.E.R.C. ¶ 61,147 (2010); Dominion Transmission, Inc., 132 F.E.R.C. ¶ 61,179 (2010).

<sup>2009.</sup> 

<sup>&</sup>lt;sup>8</sup> Letter Order dated February 3, 2015.

<sup>&</sup>lt;sup>9</sup> Letter Order dated March 19, 2013.

<sup>&</sup>lt;sup>10</sup> *Northwest Pipeline GP*, Tariff Filing in Docket No. RP12-36, Letter Order dated November 15, 2011.

Ms. Kimberly D. Bose July 23, 2019 Page 5 of 6

Additionally, Northwest proposes to revise the list of non-conforming service agreements to reflect the assignment of the Cross Timbers Energy Services, Inc. Agreement No. 139366 to XTO Energy Inc., and the relocation of FortisBC Energy, Inc. Agreement No. 135562 and PacifiCorp's Agreement No. 129875 to place them in alphabetical order within the list.

Northwest is submitting one Intermountain contract and two Southwest contracts as new tariff records to be included in its Tariff, Original Volume Non-Conforming Service and Negotiated Rate Agreements, as required by the Commission:<sup>11</sup>

- Tariff Record 10.I.2 (Version 0.0.0)
- Tariff Record 10.I.2.1 (Version 0.0.0)
- Tariff Record 10.S (Version 0.0.0)
- Tariff Record 10.S.1 (Version 0.0.0)
- Tariff Record 10.S.1.1 (Version 0.0.0)
- Tariff Record 10.S.1.2 (Version 0.0.0)

Northwest is revising its Tariff, Original Volume Non-Conforming Service and Negotiated Rate Agreements, by deleting Puget's Agreement Nos. 100056 and 100313, and reserving these Tariff Records for future use:

- Tariff Record 10.P.1.1 (Version 1.0.0)
- Tariff Record 10.P.1.3 (Version 1.0.0)

#### Filings Pending Before the Commission

In compliance with 18 CFR § 154.204(f), 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 requests that the proposed Tariff sheets and records filed herein be made effective August 23, 2019 or at the end of 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.

#### **Procedural Matters**

Pursuant to the applicable provisions in Section 154 of the Commission's regulations, Northwest submits an eTariff .xml filing package, containing the following items:

• Transmittal letter;

<sup>&</sup>lt;sup>11</sup> Columbia Gas Transmission, LLC, 132 F.E.R.C.  $\P$  61,147 (2010); Dominion Transmission, Inc., 132 F.E.R.C.  $\P$  61,179 (2010).

Ms. Kimberly D. Bose July 23, 2019 Page 6 of 6

- Marked tariff sheets;
- Proposed tariff sheets;
- Marked tariff records; and
- Proposed tariff records to be included in Original Volume Non-Conforming Service and Negotiated Rate Agreements.

#### Service and Communications

In compliance with 18 CFR § 154.7(b), 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:

David J. Madsen
Director, Business Development &
Regulatory Affairs
(801) 584-6864
Northwest Pipeline LLC
P.O. Box 58900
Salt Lake City, Utah 84158-0900
dave.madsen@williams.com

Stewart J. Merrick Managing Attorney (801) 584-6326 Northwest Pipeline LLC P.O. Box 58900 Salt Lake City, Utah 84158-0900 stewart.merrick@williams.com

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

Respectfully submitted,

#### NORTHWEST PIPELINE LLC

David J. Madsen

Director, Business Development & Regulatory Affairs

#### 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)		07/31/91 10/16/14 (1)	11/19/14
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
PacifiCorp (No. 129875)	TF-1	-08/01/01 -11/12/07	<del></del>
Chevron U.S.A. Inc. (No. 137680)	TF-1	09/23/09	09/30/09
Citadel Energy Marketing LLC (No. 141319)	TF-1	07/18/16	11/15/16
Citadel Energy Marketing LLC (No. 141322)	TF-1	07/18/16	11/15/16
Citadel Energy Marketing LLC (No. 141323)	TF-1	07/18/16	11/15/16
City of Enumclaw (No. 100012)	TF-1	07/31/91 07/17/07	07/21/08
Cross Timbers Energy Services, Inc. (No. 139366)	TF-1	12/20/11	06/29/12

<sup>(1)</sup> Amendment incorporates the non-conforming provisions.

Name of Shipper/Agreement No.		Agreement/ Amendment Date	Date Filed
FortisBC Energy Inc. (No. 135562)	TF-1	04/19/07	07/21/08
Idaho Power Company (No. 126442)	TF-1	03/22/01 05/02/07 (2)	06/08/07
Idaho Power Company (No. 126951)	TF-1	08/02/01 03/02/09 (2)	05/01/09
Idaho Power Company (No. 138369)	TF-1	04/06/10	04/28/10
Idaho Power Company (No. 138370)	TF-1	04/06/10	04/28/10
Idaho Power Company (No. 138390)	TF-1	04/15/10	04/28/10
Idaho Power Company (No. 139664)	TF-1	09/25/12	09/28/12

<sup>(1)</sup> Amendment incorporates the non-conforming provisions.

<sup>(2)</sup> Original Service Agreement, as amended, was restated in the revised Form of Service Agreement format on the listed date.

Name of Shipper/Agreement No.	Schedule	Agreement/ Amendment Date	Filed
IGI Resources, Inc. (No. 137605)		10/13/09	
<pre>Intermountain Gas Company (No. 100306)</pre>	TF-2	01/12/94 11/20/06 (2)	11/29/06
<pre>Intermountain Gas Company (No. 136288)</pre>	TF-1	11/20/07 09/29/09 (2)	06/29/12
<pre>Intermountain Gas Company (No. 136289)</pre>	TF-1	11/20/07 09/29/09 (2)	06/29/12
<pre>Intermountain Gas Company (No. 136290)</pre>	TF-1	11/20/07 09/29/09 (2)	06/29/12
<pre>Intermountain Gas Company (No. 142982)</pre>	TF-1	06/28/19	07/23/19
Marathon Oil Company (No. 137676)	TF-1	10/22/09	11/30/11
Morgan Stanley Capital Group Inc. (No. 137232)	TF-1	09/23/09	09/30/09
Northwest Natural Gas Company (No. 100005)	TF-1	07/31/91 02/14/07 (2)	03/28/07

<sup>(2)</sup> Original Service Agreement, as amended, was restated in the revised Form of Service Agreement format on the listed date.

Name of Shipper/Agreement No.		Agreement/ Amendment Date	
PacifiCorp (No. 129875)	TF-1	08/01/01 11/12/07	07/21/08
Puget Sound Energy, Inc. (No. 100056)	TF-1	12/09/14	01/05/15
Puget Sound Energy, Inc. (No. 100313)	TF-2	03/25/11 -09/23/11	10/24/11
Puget Sound Energy, Inc. (No. 135434)	TF-1	03/05/07 03/10/09 (2)	05/01/09
Puget Sound Energy, Inc. (No. 140415)	TF-1	06/26/14	11/19/14
Puget Sound Energy, Inc. (No. 140766)	TF-1	04/22/15	09/21/15
Puget Sound Energy, Inc. (No. 140910)	TF-1	10/13/15	10/28/15
Shell Energy North America (US), LP (No. 134510)	TF-2	05/01/06	05/05/06
Shell Energy North America (US), LP (No. 137104)	TF-1	09/23/09	09/30/09
Southwest Gas Corporation 07/ <del>21</del> 23/ <del>08</del> 19	TF-1	06/01/91	
(No. 100048)		$0\frac{2}{6}/\frac{12}{25}/\frac{08}{19}$	

<sup>(2)</sup> Original Service Agreement, as amended, was restated in the revised Form of Service Agreement format on the listed date.

Name of Shipper/Agreement No.	Rate Schedule	Agreement/ Amendment Date	Date Filed
Southwest Gas Corporation $0\frac{67}{2423}/\frac{09}{19}$ (No. 100049)	TF-1	06/01/91 0 <del>2</del> 6/ <del>12</del> 25/ <del>08</del> 19	
FortisBC Energy Inc. (No. 135562)	TF-1	04/19/07	07/21/08
TransAlta Energy Marketing (US) Inc. (No. 127946)	TF-1	07/12/01 05/26/06 (2)	06/12/06
XTO Energy Inc. (No. 139366)	TF-1	12/20/11 03/23/17	06/29/12

<sup>(2)</sup> Original Service Agreement, as amended, was restated in the revised Form of Service Agreement format on the listed date.

# NON-CONFORMING SERVICE AGREEMENTS Entered Into or Modified After May 24, 2010

# **INDEX**

<u>Ag</u>	<u>reements</u>	Tariff Record
A		10.A
	Avista Corporation	10.A.1
	Contract No. 100010	10.A.1.1
В		•••••
C		10.C
	Cascade Natural Gas Corporation.	
	Contract No. 100304	
	Contract No. 141193	
	Contract No. 142548	
D		
E		
F		
G		
Н		
I		
1	Idaho Power Company	
	Contract No. 139664	
	Intermountain Gas Company	
	Contract No. 142982	
	Contract 110. 142/02	10.1.2.1
J		10 I
J	Reserved For Future Use	
	Reserved For Future Use	
K	Reserved For Future Use	
L		
M		
171	Marathon Oil Company	
	Contract No. 137676	
N		
IN	Northwest Netwel Cos Company	
	Northwest Natural Gas Company	
	Contract No. 138587	
D	Contract No. 140964	
P	December 15 and	
	Puget Sound Energy, Inc.	
_	Contract No. 100313	10.P.1.1

	Contract No. 140415
	Contract No. 100056
	—Contract No. 140766
	Contract No. 140910
R	
S	
S	Southwest Gas Corporation
	Contract No. 100048
	Contract No. 100049
T	
U	
V	
W	10.W
	WPX Energy Marketing, LLC10.W.1
	Contract No. 138172
	Contract No. 137678
	Contract No. 137679
X	
Y	
Ž	

Northwest Pipeline LLC FERC Gas Tariff Original Volume Non-Conforming Service and Negotiated Rate Agreements Tariff Record 10.I.2 Intermountain Gas Company Version 0.0.0

# NON-CONFORMING SERVICE AGREEMENTS

Intermountain Gas Company

# Rate Schedule TF-1 Service Agreement Contract No. 142982

THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline LLC (Transporter) and Intermountain Gas Company (Shipper) is made and entered into on June 28, 2019.

#### WHEREAS:

A. Pursuant to the procedures set forth in Section 25 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper acquired certain transportation capacity that was posted by Transporter as available capacity.

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

Tariff Record 10.I.2.1 Contract No. 142982 Version 0.0.0

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

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

Intermountain Gas Company	Northwest Pipeline LLC
By: /S/	By: /S/
Name: RANDY SCHULTZ	Name: MIKE RASMUSON
Title: AGENT FOR	Title: DIRECTOR,
INTERMOUNTAIN GAS CO	MARKETING SERVICES

## **EXHIBIT A**

Dated June 28, 2019, Effective July 01, 2019
to the
Rate Schedule TF-1 Service Agreement
(Contract No. 142982)
between Northwest Pipeline LLC
and Intermountain Gas Company SERVICE
DETAILS

- 1. Transportation Contract Demand (CD): 16,305 Dth per day
- 2. Primary Receipt Point(s):

	Maximum
	Daily
	Quantities
Point ID Name	(Dth)
187 STANFIELD RECEIPT	8,601
194 PLYMOUTH LNG RECEIPT	7,704
Total	16,305

3. Primary Delivery Point(s):

Point ID Name 92 KERN RIVER MUDDY CREEK DELIV.	Maximum Daily Delivery Obligation (Dth) 16,305	Delivery Pressure (psig)
Total	16,305	

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: The Reservation Charge (per Dth of CD) for the interim period beginning July 1, 2019 through October 31, 2025, is equal to 35% of Maximum Base Tariff Rate, plus applicable surcharges. Beginning November 1, 2025, the Reservation Charge will be the Maximum Base Tariff Rate, plus applicable surcharges through the primary term end date or anniversary roll date.
- e. Negotiated Rate Conditions Consistent with Section 3.7 of Rate Schedule TF-1: Not Applicable
- 6. Transportation Term:
  - a. Primary Term Begin Date: July 01, 2019
  - b. Primary Term End Date: October 31, 2042

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: None

Specified contract-specific OFO conditions or alternative actions: None

8. Regulatory Authorization: 18 CFR 284.223

# 9. Additional Exhibits:

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

#### **EXHIBIT B**

Dated June 28, 2019, Effective July 01, 2019,

(subject to Commission acceptance) to the Rate Schedule TF-1 Service Agreement (Contract No. 142982) between Northwest Pipeline LLC and Intermountain Gas Company

#### NON-CONFORMING PROVISIONS

In the event of a challenge by another party regarding the rates provided under this Agreement, and upon written request from Transporter, Shipper will file in support of the discount under the Agreement in Transporter's subsequent rate cases filed under either Section 4 or 5 of the Natural Gas Act during the term that the discount provided under the Agreement applies, excluding any rate cases that involve a pre-filed settlement. For rate cases that involve a pre-filed settlement, Shipper agrees not to protest the discount under the Agreement in Transporter's subsequent rate cases filed under either Section 4 or 5 of the Natural Gas Act during the term that the discount provided under the Agreement applies.

#### **RESERVED FOR FUTURE USE**

#### Rate Schedule TF-2 Service Agreement

#### Contract No. 100313

THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline GP (Transporter) and Puget Sound Energy, Inc. (Shipper) is made and entered into on September 23, 2011 and restates the Service Agreement made and entered into on March 25, 2011.

## **WHEREAS:**

- Pursuant to Section 11.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff,
  Transporter and Shipper desire to restate the Service Agreement dated March 25, 2011
  ("Contract#100313") in the format of Northwest's currently effective Form of Service Agreement and to make certain additional changes, while preserving all pre-existing, substantive contractual rights.
- The storage redelivery service hereunder is related to that certain Rate Schedule SGS-2F service agreement (#100505), dated February 10, 1998, and its storage rights under the Jackson Prairie Gas Storage Project Agreement dated January 15, 1998, as amended.
- C Significant events and previous amendments of this Agreement include:
  - 1. Effective January 12, 1994, Shipper originally entered into this Agreement pursuant to the provisions of the approved Joint Offer of Settlement in Docket No. RP93-5-011, which unbundled the storage and redelivery transportation services.
  - 1. By Amendment dated June 16, 1995, the Agreement, as amended, was replaced by the Firm Redelivery Transportation Agreement as a result of an open season for Transporter's share of the Jackson Prairie Zone 2 expansion (Docket No. CP95-300-000), effective December 15, 1995.
  - 1. By Amendment dated February 1, 1998, Shipper changed its name from Washington Natural Gas Company to Puget Sound Energy, Inc., effective February 1, 1997.
  - 1. By Amendment dated October 15, 1999, Shipper's Contract Demand, Annual Contract Quantity and Monthly Billing Quantity were increased to reflect Shipper's request for additional storage redelivery transportation capacity related to all of its storage rights under SGS-2F Storage Service Agreement (#100505) dated February 10, 1998. This is also related to 71,620 Dth/d of withdrawal capacity, 280,337 Dth/d of storage capacity and portions of Shipper's ownership right sunder the Jackson Prairie Gas Storage Project by agreement dated January 15, 1998, as amended, effective November 1, 1999.
  - 1. By Amendment dated July 10, 2000, Shipper increased the delivery pressure at the Issaquah Highlands delivery point from 250 psig to 475 psig and the Duvall-Cottage Lake delivery point from 150 psig to 400 psig, effective August 1, 2000.
  - 1. By Amendment dated March 5, 2007, the primary term of the Agreement was extended from October 31, 2004 to March 31, 2011.

Version 1.0.0

- 1. By Amendment dated March 25, 2011, Transporter and Shipper restated the Agreement to extend the term end date to March 31, 2020.
- 1. Transporter and Shipper further desire to reduce the Bellingham II delivery point from 19,622 Dth/d to 3,965 Dth/d and move the difference of 15,657 Dth/d to the Bellingham (Ferndale) delivery point effective upon execution of this Agreement. As a result of the path shortening, Shipper will be subject to a Contract Specific Operational Flow Order of 3,965 Dth/d from the inlet of the Bellingham Line to Bellingham II.

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

- 1. Tariff Incorporation. Rate Schedule TF-2 and the General Terms and Conditions (GT&C) that apply to Rate Schedule TF-2, 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.
- 1. 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 Annual Contract Quantity, the Maximum Daily Quantity at the Primary Receipt Point, and the Maximum Daily Delivery Obligation at each Primary Delivery Point are set forth on Exhibit A.
- 1. Transportation Rates. Shipper agrees to pay Transporter for all services rendered under this Agreement at the rates set forth or referenced herein. The Monthly Billing Quantity for reservation charges is set forth on Exhibit A. The maximum currently effective rates (Recourse Rates) for Rate Schedule TF 2 set forth in the Statement of Rates in the Tariff, as revised from time to time, 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 of the GT&C, Shipper agrees to pay Transporter a facility reimbursement charge as set forth on Exhibit C.
- 1. Transportation Term. This Agreement becomes effective on the date first set forth above. 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.
- 1. 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.
- 1. Capacity Release. If Shipper is a temporary capacity release Replacement Shipper, any capacity release conditions, including recall rights, are set forth on Exhibit A.

Version 1.0.0

- 1. 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.
- 1. Regulatory Authorization. Transportation service under this Agreement is authorized pursuant to the Commission regulations set forth on Exhibit A.
- 1. Superseded Agreements. When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s): Restated Firm Transportation Agreement dated March 25, 2011, 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

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

Puget Sound Energy, Inc.	Northwest Pipeline GP
By: /S/	By: /S/
Name: CLAY RIDING	Name: JAN CALDWELL
Title: DIDECTOR NATURAL CAS DESCUIDCES	Title: MANAGED MADVETING SEDVICES
	THE WANAGER WARRETHNO SERVICES

#### EXHIBIT A

Dated and Effective September 23, 2011 to the Rate Schedule TF 2 Service Agreement (Contract No. 100313) between Northwest Pipeline GP and Puget Sound Energy, Inc.

#### SERVICE DETAILS

- 1. Transportation Contract Demand: 120,010 Dth per day
- 1. Annual Contract Quantity: 1,461,358 Dth
- 1. Monthly Billing Quantity: 4,004 Dth
- 1. Primary Receipt Point:

	— Maximum Daily
Point ID Name	Quantities(Dth)
235 JACKSON PRAIRIE RECEIPT	120,010
Total	120,010

# 2. Primary Delivery Point(s):

	Maximum Daily	
		Delivery Pressure
Point ID Name	Obligation (Dth)	<del>(psig)</del>
260 LAKE FRANCIS	692	150
263 ISSAQUAH HIGHLANDS	38,067	475
268 DUVALL COTTAGE LAKE	2,104	400
278 GRANITE FALLS	11,147	250
284 SEDRO WOOLLEY	23,378	500
290 BELLINGHAM II	3,965	500
295 SIPI DELIVERY	25,000	450
472 BELLINGHAM (FERNDALE)	15,657	300
Total	120,010	

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

- 3. Recourse or Discounted Recourse Transportation Rates:
  - a. Reservation Charge (per Dth of Monthly Billing Quantity): Maximum Base Tariff Rate
  - b. Volumetric Charge (per Dth):
    Maximum Base Tariff Rate
  - c. Rate Discount Conditions Consistent with Section 3.3 of Rate Schedule TF-2:

# Not Applicable

## 4. Transportation Term:

- a. Primary Term Begin Date: December 15, 1995
- b. Primary Term End Date: March 31, 2020
- c. Evergreen Provision:

Yes, grandfathered unilateral evergreen under Section 14.3 of Rate Schedule TF-2

# 5. Regulatory Authorization: 18 CFR 284.223

## 1. Additional Exhibits:

Exhibit B Yes, dated September 23, 2011

Exhibit C No

Exhibit D No

Exhibit E No

#### **EXHIBIT B**

Dated and Effective September 23, 2011, subject to Commission acceptance to the

Rate Schedule TF 2 Service Agreement
(Contract No. 100313)
between Northwest Pipeline GP
and Puget Sound Energy, Inc.

#### **NON-CONFORMING PROVISIONS**

**Contract-Specific Operational Flow Condition:** 

- 1. Upon Transporter's request, Shipper will commence or increase shipments of gas to flow south to north from the inlet of the Bellingham Lateral to the Bellingham II delivery point of up to 3,965 Dth/d.
- 2. This Contract Specific Operational Flow Order provision will be implemented and administered pursuant to Section 14.15 of the General Terms and Conditions of Transporter's Tariff.
- 3. In the event the Commission denies this Exhibit B, Transporter and Shipper agree that Shipper will submit an amendment to remove these provisions and Exhibit B from the Agreement and move 15,657 Dth/d back to the Bellingham II delivery point from the Bellingham (Ferndale) delivery point, returning the Agreement back to its original state prior to this amendment, and the Bellingham II delivery point back to its original 19,622 Dth/d.

#### RESERVED FOR FUTURE USE

#### Rate Schedule TF-1 Service Agreement

#### Contract No. 100056

THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline LLC (Transporter) and Puget Sound Energy, Inc. (Shipper) is made and entered into on December 09, 2014 and restates the Service Agreement made and entered into on December 02, 2013.

#### WHEREAS:

- A. Shipper originally entered into Contract No. 100056 on June 29, 1990 pursuant to the procedures set forth in Transporter's open season notification for the Expansion I project certified in Docket No. CP91-780.
- B. Significant events and previous amendments of Contract No. 100056 reflected in this Contract restatement include:
  - 1. By Amendment dated February 1, 1998, Shipper changed its name from Washington Natural Gas Company to Puget Sound Energy, Inc.
  - 2. By Amendment dated November 5, 1998, Shipper made a valid request to reallocate 1,014 Dth/d from the Rivergate (Oregon Steel) Delivery Point to the Portland West/Scappoose Delivery Point.
  - 3. By Amendment dated July 7, 2000, Shipper made a valid request to increase the Delivery Pressure at the Issaquah-Highlands, Duvall-Cottage Lake and North Seattle/Everett Delivery Points, effective August 1, 2000.
  - 4. By Amendment dated September 21, 2000, Shipper was allocated a total of 4,000 Dth/d of temporary firm transportation capacity at receipt points south of the Green River Compressor Station, per the Amendment dated June 19, 1996. Shipper agreed to reassign said volumes to points north of the Green River Compressor Station upon termination of the temporary capacity. Termination notice for the temporary firm transportation capacity was given on May 10, 2000, to be effective October 1, 2000.
  - 5. By Amendment dated November 27, 2000, Shipper made a valid request to increase the Delivery Pressure at the Monroe Delivery Point, effective December 1, 2000.
  - 6. By Amendment dated February 19, 2001, Shipper made a valid request to reallocate 1,900 Dth/d of existing Contract Demand at the Redmond Delivery Point to the Novelty Hill Delivery Point, effective March 1, 2001.
  - 7. By restatement effective March 1, 2007, Transporter and Shipper made the following modifications:

- a. changed the Rainier/Puyallup Delivery Point to Rainier Terrace;
- b. increased the stated Delivery Pressures for the North Tacoma and South Tacoma Delivery Points; and
- c. clarified that pressure commitments for all Delivery Points other than North Seattle/Everett will be administered at the associated custody transfer meter stations.
- 8. By Amendment dated March 5, 2007, Transporter and Shipper extended the Primary Term End Date from March 31, 2008, to October 31, 2010.
- 9. By restatement effective February 12, 2008, the Primary Term End Date of the Agreement was extended from October 31, 2010 to October 31, 2013, for 82,216 Dth/day of Contract Demand, and the Primary Term End Date for the remaining 17,784 Dth/day of Contract Demand was extended to October 31, 2018, as detailed in Exhibit B.
- 10. By restatement effective March 25, 2011, Transporter and Shipper made the following modifications pursuant to Sections 2.4 and 11.7 of the General Terms and Conditions of Transporter's Tariff:
- a. extended the Primary Term End Date for 82,216 Dth/d of Contract Demand from October 31, 2013 to October 31, 2020, and extended the Primary Term End Date for 17,784 Dth/d of Contract Demand from October 31, 2018 to October 31, 2020, rendering a single Primary Term End Date of October 31, 2020, for all 100,000 Dth/d of Contract Demand on this Agreement;
- b. removed a no longer applicable non-conforming provision related to multiple Primary Term End Dates on Exhibit B;
- $\,$  c. increased the Delivery Pressure at the Snohomish Delivery Point from  $\,$  150 psig to 240 psig; and
- d. relocated the two non-conforming provisions related to Primary Delivery Points on Exhibit B to the Primary Delivery Point(s) section on Exhibit  $\Lambda$ .
- 11. By Amendment dated January 9, 2013, Transporter and Shipper decreased the Delivery Pressure at the North Seattle/Everett Delivery Point from 400 psig to 310 psig.
- 12. By restatement effective December 2, 2013, Transporter and Shipper decreased the Delivery Pressure at the South Seattle Delivery Point from 260 psig to 250 psig.
- 13. Transporter and Shipper further agree to restate the Agreement to relocate a delivery condition on Exhibit A to Exhibit B because it is a non-conforming provision. The non-conforming provision, which clarifies the

Version 1.0.0

corridor rights for certain delivery points, was added to the Agreement by amendment dated June 25, 1993 and reflected in Transporter's August 11, 1993 report to the Commission in Docket No. ST93-5123. The delivery condition was placed on Exhibit B in a restatement of the Agreement dated March 1, 2007 but inadvertently relocated to Exhibit A in a subsequent contract restatement dated March 25, 2011.

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 date first set forth above. 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

Version 1.0.0

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): Restated Firm

  Transportation Agreement dated December 02, 2013, 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

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

Puget Sound Energy, Inc.

By: /S/
Name: BILL DONAHUE

Title: MANAGER, NATURAL GAS
RESOURCES

Northwest Pipeline LLC
By: /S/
Name: LYNN DAHLBERG

Title: DIRECTOR, MARKETING SERVICES

#### EXHIBIT A

Dated and Effective December 09, 2014
to the
Rate Schedule TF-1 Service Agreement
(Contract No. 100056)
between Northwest Pipeline LLC
and Puget Sound Energy, Inc.

#### SERVICE DETAILS

Maximum

1. Transportation Contract Demand (CD): 100,000 Dth per day
2. Primary Receipt Point(s):

- <del>Point</del> - <del>ID</del> <del>Name</del>	Maximum Daily Quantities (Dth)
75 CLAY BASIN RECEIPT	4,000
80 GREEN RIVER GATHERING	<del>18,784</del>
297 SUMAS RECEIPT	<del>58,000</del>
543 OPAL PLANT	4,000
564 BLANCO HUB-TW (56498)	<del>15,216</del>
<del>Total</del>	<del>100,000</del>

#### 3. Primary Delivery Point(s):

	<del>Maximum</del>	
- <del>Point</del> <del>Name</del>	<del>Daily</del>	<del>Delivery</del>
	<del>Delivery</del>	<del>Pressure</del> -
	<del>Obligation</del>	<del>(psig)</del>
	<del>(Dth)</del>	
92 KERN RIVER 1 CREEK DELIV	<del>3_000</del>	<del>450</del>
232 TOLEDO	<del>150</del>	400
234 CHEHALIS RU	RAL TAP 100	<del>150</del>
<del>242</del> MCMILLAN	<del>50</del>	<del>150</del>
243 CENTRALIA/C	HEHALIS 200	400
246 BETHEL SCHOOL	9 <del>L</del> 3,670	<del>150</del>
250 SOUTH TACOM	8,000	<del>450</del>
251 RAINIER TER	RACE 1,000	<del>200</del>
257 <del>CAMERON VIL</del> AUBURN)	LAGE (EAST 200	<del>150</del>
259 COVINCTON	<del>1,500</del>	<del>300</del>
260 LAKE FRANCI	<del>S</del> 3,200	<del>150</del>
<del>263</del> <del>ISSAQUAH HI</del>	SHLANDS 5,750	<del>475</del>
264 NORTH BEND/	SNOQUALMIE 5,000	400
<del>265</del> REDMOND	<del>6,100</del>	400
268 DUVALL-COTT	ACE LAKE 3,000	400
<del>275</del> <del>SNOHOMISH</del>	<del>100</del>	<del>240</del>
278 GRANITE FAL	<del>LS</del> 230	<del>250</del>
284 SEDRO/WOOLL	<del>SY</del> 3,000	<del>500</del>
451 SOUTH SEATT	LE 8.000	<del>250</del>

467 WEST/SCAPPOOSE	9,014	450
468 RIVERGATE (OREGON STEEL)	<del>986</del>	400
470 DEER ISLAND	<del>9,200</del>	400
475 MONROE	<del>300</del>	<del>250</del>
481 NORTH SEATTLE/EVERETT	<del>15,000</del>	<del>310</del>
482 NORTH TACOMA	<del>5,300</del>	<del>300</del>
483 LITTLE ROCK TAP	<del>50</del>	<del>150</del>
484 EVERGREEN SHORES- BLACK LAKE	900	<del>350</del>
545 RAINIER	<del>100</del>	400
<del>547 OLYMPIA</del>	<del>5,000</del>	400
608 NOVELTY HILL M/S	<del>1,900</del>	<del>500</del>
<del>Total</del>	<del>100,000</del>	

Specified conditions for Delivery Pressure, pursuant to Section 2.4 of the General Terms and Conditions:

1. For delivery points listed on Exhibit A, Transporter's delivery pressure commitment under Section 2.4 of the General Terms and Conditions of Transporter's tariff will be satisfied by Transporter maintaining the pressures set forth on Exhibit A at the outlet of its respective meter stations where custody transfer measurement occurs for such downstream delivery points, excluding the pressure commitment for the North Seattle/Everett delivery point which resides at the Shipper's town border station at the end of the lateral.

#### 4. Customer Category:

a. Large Customer

b. Incremental Expansion Customer: No

5. Recourse or Discounted Recourse Transportation Rates:
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
6. Transportation Term:
     a. Primary Term Begin Date:
         April 01, 1993
     b. Primary Term End Date:
         October 31, 2020
         Specified conditional service agreement extensions pursuant
         Section 11.9 of the General Terms and Conditions of the Tariff: None
      c. Evergreen Provision:
         Yes, grandfathered unilateral evergreen under Section 12.3 of Rate
         Schedule TF-1
7. Contract-Specific OFO Parameters: None
   Specified contract-specific OFO conditions or alternative actions: None
8. Regulatory Authorization: 18 CFR 284.223
  Additional Exhibits:
     Exhibit B Yes, dated December 09, 2014
     Exhibit C No
     Exhibit D No
     Exhibit E No
```

Version 1.0.0

#### EXHIBIT B

Dated and Effective December 09, 2014, subject to Commission acceptance to the

Rate Schedule TF-1 Service Agreement (Contract No. 100056) between Northwest Pipeline LLC and Puget Sound Energy, Inc.

#### NON-CONFORMING PROVISIONS

1. Primary corridor rights for service to the Deer Island, Rivergate (Oregon Steel) and Portland West/Scappoose delivery points are limited to domestic supply sources (i.e. sources from receipt points south of the delivery points).

Northwest Pipeline LLC FERC Gas Tariff Original Volume Non-Conforming Service and Negotiated Rate Agreements Tariff Record 10.S S Version 0.0.0

# NON-CONFORMING SERVICE AGREEMENTS

<u>S</u>

Northwest Pipeline LLC FERC Gas Tariff Original Volume Non-Conforming Service and Negotiated Rate Agreements Tariff Record 10.S.1 Southwest Gas Corporation Version 0.0.0

# **NON-CONFORMING SERVICE AGREEMENTS**

Southwest Gas Corporation

# Rate Schedule TF-1 Service Agreement Contract No. 100048

THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline LLC (Transporter) and Southwest Gas Corporation (Shipper) is made and entered into on June 25, 2019 and restates the Service Agreement made and entered into on February 12, 2008.

#### WHEREAS:

- A. Shipper entered into Contract No. 100048 as part of Paiute Pipeline Company's upstream transportation rights approved in the settlement of Paiute's rate case in Docket No. RP88-227.
- B. Significant events and previous amendments of this Agreement include:
  - 1. By Amendment dated October 7, 1993, Shipper was provided seasonal transportation contract demand mitigation, effective April 1, 1993, as authorized in Docket No RP96-5-012.
  - 2. By Amendment dated March 1, 1998, the previously authorized transportation contract demand mitigation was reduced effective March 1, 1998, to conform with the approved settlement of Transporter's rate proceedings in Docket No. RP96-367-000.
  - 3. By restatement dated March 14, 2000, Transporter and Shipper agreed to remove the non-conforming provisions relating to the seasonal contract demand mitigation and its associated receipt point reductions that expired due to the new rates effective in Docket No. RP06-416. Transporter and Shipper further agreed to remove the non-conforming provisions related to the primary delivery point maximum pressure.
  - 4. By restatement dated February 12, 2008, Transporter and Shipper made the following modifications:
  - a. extended the Primary Term End Date for 4,448 Dth/d of Contract Demand along with the MDQs at the Sumas (4,448) Receipt Point and the associated MDDOs at the Reno Lateral Delivery Point from June 30, 2008, to September 30, 2044. This contract term extension is being made pursuant to Shipper's Right-of-First-Refusal decision to match the highest competing bid for capacity posted for competitive bid on January 22, 2008, in the All Shipper's Notices #08-022 and #08-023;
  - b. extended the Primary Term End Date associated with the remaining 3,220 Dth/d of Contract Demand along with the associated MDQs at the Ignacio Plant (1,289), Opal Plant (858) and West Arkansas (1,073) Receipt Points and MDDOs at the Reno Lateral Delivery Point from June 30, 2008, to June 30, 2024; and
  - c. added a non-conforming provision that reflects the new Primary Term End Dates associated with the capacity Shipper matched by exercising its Right-of-First-Refusal and the remaining capacity Shipper agreed to extend.

5. Transporter and Shipper further agree to amend the non-conforming provisions on Exhibit B of the Agreement to extend the Primary Term End Date associated with the 3,220 Dth/d of Contract Demand along with the MDQs at the Ignacio Plant (1,289), Opal Plant (858), and Westgas Arkansas (1,073) Receipt Points and the associated MDDOs at the Reno Lateral Delivery Point from June 30, 2024, to March 31, 2032.

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): Service Agreement dated February 12, 2008, 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

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

Southwest Gas Corporation	Northwest Pipeline LLC		
By: /S/	By: /S/		
Name: CHRIS BROWN	Name: MIKE RASMUSON		
Title: MANAGER, GAS PURCH	Title: DIRECTOR,		
& TRANS	MARKETING SERVICES		

#### **EXHIBIT A**

Dated and Effective June 25, 2019
to the
Rate Schedule TF-1 Service
Agreement (Contract No. 100048)
between Northwest Pipeline LLC
and Southwest Gas Corporation
SERVICE DETAILS

- 1. Transportation Contract Demand (CD): 7,668 Dth per day
- 2. Primary Receipt Point(s):

	Maximum
	Daily
Point ID Name	Quantities
	(Dth)
4 IGNACIO PLANT	1,289
297 SUMAS RECEIPT	4,448
543 OPAL PLANT	858
552 WESTGAS ARKANSAS	1,073
Total	7,668

# 3. Primary Delivery Point(s):

	Maxımum	
	Daily	
	Delivery	Delivery
	Obligation	Pressure
Point ID Name	(Dth)	(psig)
459 RENO LATERAL (TO PAIUTE)	7,668	0
Total	7,668	

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: June 01, 1991
  - b. Primary Term End Date: September 30, 2044

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: None

Specified contract-specific OFO conditions or alternative actions: None

- 8. Regulatory Authorization: 18 CFR 284.223
- 9. Additional Exhibits:

Exhibit B Yes

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

Tariff Record 10.S.1.1 Contract No. 100048 Version 0.0.0

Exhibit C No Exhibit D No Exhibit E No

Tariff Record 10.S.1.1 Contract No. 100048 Version 0.0.0

#### EXHIBIT B

Dated and Effective June 25, 2019,
(subject to Commission acceptance) to
the
Rate Schedule TF-1 Service
Agreement (Contract No. 100048)
between Northwest Pipeline LLC

#### NON-CONFORMING PROVISIONS

and Southwest Gas Corporation

## Primary Term End Date

The Primary Term End Date associated with 4,448 Dth/d of Contract Demand and associated MDQs at the Sumas Receipt Point and the Reno Lateral Delivery Point is September 30, 2044.

The Primary Term End Date associated with the remaining Contract Demand and associated MDQs at the Ignacio Plant, Opal Plant, and West Arkansas Receipt Points and the Reno Lateral Delivery Point is March 31, 2032.

# Rate Schedule TF-1 Service Agreement Contract No. 100049

THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline LLC (Transporter) and Southwest Gas Corporation (Shipper) is made and entered into on June 25, 2019 and restates the Service Agreement made and entered into on February 12, 2008.

#### WHEREAS:

- A. Shipper entered into Contract No. 100049 as part of Paiute Pipeline Company's upstream transportation rights approved in the settlement of Paiute's rate case in Docket No. RP 88-227.
- B. Significant events and amendments of this Agreement include:
  - 1. By Amendment dated October 7, 1993, Shipper was provided seasonal transportation Contract Demand mitigation, effective April 1, 1993, as authorized in Docket No. RP93-5-012.
  - 2. By Amendment dated March 1, 1998, the previously authorized transportation Contract Demand mitigation was reduced, effective March 1, 1998, to conform with the approved settlement of Transporter's rate proceedings in Docket No. RP96-367-000.
  - 3. By restatement dated February 12, 2008, Transporter and Shipper made the following modifications:
  - a. removed the non-conforming provisions related to the seasonal contract mitigation that expired due to the new rates that were effective January 1, 2007, under Docket No. RP06-416;
  - b. removed the non-conforming provisions related to the primary delivery point's maximum pressure;
  - c. extended the Primary Term End Date associated with 2,197 Dth/d of Contract Demand along with the MDQs at the Sumas receipt point and the associated MDDOs at the Reno Lateral delivery point from June 30, 2008, to September 30, 2044. This contract term extension was made pursuant to Shipper's Right-of-First-Refusal decision to match the highest competing bid for capacity posted for competitive bid on January 22, 2008 in the All Shipper's Notices No. 08-022 and No. 08-023;
  - d. extended the Primary Term End Date associated with the remaining 43,629 Dth/d of Contract Demand along with the MDQs at the Ignacio Plant (13,699), Opal Plant (5,132), Sumas (24,382) and Westgas Arkansas (416) receipt points and the associated MDDOs at the Reno Lateral delivery point from June 30, 2008, to June 30, 2024; and
  - e. added a non-conforming provision that reflects the new Primary Term End Dates associated with the capacity Shipper matched by exercising its Right-of-First-Refusal and the remaining capacity Shipper agreed to extend.
  - 4. Pursuant to Offer No. 36782 dated March 20, 2019, Shipper permanently released to IGI Resources, Inc. 4,291 Dth/d of Contract Demand; along with the MDQs at the Opal Plant (1,802) and Sumas (2,489) receipt points and the associated MDDOs at the Reno Lateral delivery point effective November 1, 2020.
  - 5. Transporter and Shipper further agree to amend the Agreement to modify the existing non-

conforming provisions located on Exhibit B to reflect a reduction of the Contract Demand (4,291) due to the permanent release dated March 20, 2019 and to extend the Primary Term End Date associated with the remaining 39,338 Dth/d of Contract Demand along with the MDQs at the Ignacio Plant (13,699), Opal Plant (3,330), Sumas (21,893) and Westgas Arkansas (416) receipt points and the associated MDDOs at the Reno Lateral delivery point from June 30, 2024, to March 31, 2032. The 2,197 Dth/d of Contract Demand with a Primary End Date of September 30, 2044 remains unchanged.

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): Service Agreement dated February 12, 2008, 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: Addendum dated March 20, 2019, and effective November 1, 2020.

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

Southwest Gas Corporation	Northwest Pipeline LLC
By: /S/	By: /S/
Name: CHRIS BROWN	Name: MIKE RASMUSON
Title: MANAGER, GAS PURCH & TRANS	Title: DIRECTOR, MARKETING SERVICES

#### **EXHIBIT A**

Dated and Effective June 25, 2019
to the
Rate Schedule TF-1 Service
Agreement (Contract No. 100049)
between Northwest Pipeline LLC
and Southwest Gas Corporation
SERVICE DETAILS

- 1. Transportation Contract Demand (CD): 45,826 Dth per day
- 2. Primary Receipt Point(s):

	Maximum
	Daily
	Quantities
Point ID Name	(Dth)
4 IGNACIO PLANT	13,699
297 SUMAS RECEIPT	26,579
543 OPAL PLANT	5,132
552 WESTGAS ARKANSAS	416
Total	45,826

3. Primary Delivery Point(s):

	Maximum	
	Daily Delivery	Delivery
	Obligation	Pressure
Point ID Name	(Dth)	(psig)
459 RENO LATERAL (TO PAIUTE)	45,826	0
Total	45,826	

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: June 01, 1991
  - b. Primary Term End Date: September 30, 2044

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: None

Specified contract-specific OFO conditions or alternative actions: None

- 8. Regulatory Authorization: 18 CFR 284.223
- 9. Additional Exhibits:

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

Tariff Record 10.S.1.2 Contract No. 100049 Version 0.0.0

#### **EXHIBIT B**

Dated and Effective June 25, 2019,
(subject to Commission acceptance) to
the
Rate Schedule TF-1 Service
Agreement (Contract No. 100049)
between Northwest Pipeline LLC
and Southwest Gas Corporation

#### NON-CONFORMING PROVISIONS

## 1. Transportation Term - Primary Term End Dates

The Primary Term End Date associated with 4,291 Dth/d of Contract Demand including the associated MDQs at the Opal Plant and Sumas receipt points for 1,802 Dth/d and 2,489 Dth/d respectively, and the MDDOs at the Reno Lateral delivery point is October 31, 2020, as the result of a permanent release of capacity pursuant to Offer No. 36782.

The Primary Term End Date associated with 2,197 Dth/d of Contract Demand along with the associated MDQ's at the Sumas receipt point and MDDOs at the Reno Lateral delivery point is September 30, 2044.

The Primary Term End Date associated with the remaining Contract Demand along with the associated MDQ's at the Ignacio Plant, Opal Plant, Sumas, and Westgas Arkansas receipt points and MDDOs at the Reno Lateral delivery point is March 31, 2032.

#### 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.		Agreement/ Amendment Date	
Avista Corporation (No. 100010)	TF-1	07/31/91 10/16/14 (1)	11/19/14
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
Chevron U.S.A. Inc. (No. 137680)	TF-1	09/23/09	09/30/09
Citadel Energy Marketing LLC (No. 141319)	TF-1	07/18/16	11/15/16
Citadel Energy Marketing LLC (No. 141322)	TF-1	07/18/16	11/15/16
Citadel Energy Marketing LLC (No. 141323)	TF-1	07/18/16	11/15/16
City of Enumclaw (No. 100012)	TF-1	07/31/91 07/17/07	07/21/08

<sup>(1)</sup> Amendment incorporates the non-conforming provisions.

Name of Shipper/Agreement No.		Agreement/ Amendment Date	Date Filed
FortisBC Energy Inc. (No. 135562)	TF-1	04/19/07	07/21/08
Idaho Power Company (No. 126442)	TF-1	03/22/01 05/02/07 (2)	06/08/07
Idaho Power Company (No. 126951)	TF-1	08/02/01 03/02/09 (2)	05/01/09
Idaho Power Company (No. 138369)	TF-1	04/06/10	04/28/10
<pre>Idaho Power Company (No. 138370)</pre>	TF-1	04/06/10	04/28/10
Idaho Power Company (No. 138390)	TF-1	04/15/10	04/28/10
Idaho Power Company (No. 139664)	TF-1	09/25/12	09/28/12

<sup>(1)</sup> Amendment incorporates the non-conforming provisions.

<sup>(2)</sup> Original Service Agreement, as amended, was restated in the revised Form of Service Agreement format on the listed date.

Name of Shipper/Agreement No.		Agreement/ Amendment Date	
IGI Resources, Inc. (No. 137605)	TF-1	10/13/09	10/28/09
<pre>Intermountain Gas Company (No. 100306)</pre>	TF-2	01/12/94 11/20/06 (2)	11/29/06
<pre>Intermountain Gas Company (No. 136288)</pre>	TF-1	11/20/07 09/29/09 (2)	06/29/12
<pre>Intermountain Gas Company (No. 136289)</pre>	TF-1	11/20/07 09/29/09 (2)	06/29/12
<pre>Intermountain Gas Company (No. 136290)</pre>	TF-1	11/20/07 09/29/09 (2)	06/29/12
<pre>Intermountain Gas Company (No. 142982)</pre>	TF-1	06/28/19	07/23/19
Marathon Oil Company (No. 137676)	TF-1	10/22/09	11/30/11
Morgan Stanley Capital Group Inc. (No. 137232)	TF-1	09/23/09	09/30/09
Northwest Natural Gas Company (No. 100005)	TF-1	07/31/91 02/14/07 (2)	03/28/07

<sup>(2)</sup> Original Service Agreement, as amended, was restated in the revised Form of Service Agreement format on the listed date.

Name of Shipper/Agreement No.		Agreement/ Amendment Date	Date Filed
PacifiCorp (No. 129875)	TF-1	08/01/01 11/12/07	07/21/08
Puget Sound Energy, Inc. (No. 135434)	TF-1	03/05/07 03/10/09 (2)	05/01/09
Puget Sound Energy, Inc. (No. 140415)	TF-1	06/26/14	11/19/14
Puget Sound Energy, Inc. (No. 140766)	TF-1	04/22/15	09/21/15
Puget Sound Energy, Inc. (No. 140910)	TF-1	10/13/15	10/28/15
Shell Energy North America (US), LP (No. 134510)	TF-2	05/01/06	05/05/06
Shell Energy North America (US), LP (No. 137104)	TF-1	09/23/09	09/30/09
Southwest Gas Corporation (No. 100048)	TF-1	06/01/91 06/25/19	07/23/19

<sup>(2)</sup> Original Service Agreement, as amended, was restated in the revised Form of Service Agreement format on the listed date.

Name of Shipper/Agreement No.	Rate Schedule	Agreement/ Amendment Date	Date Filed
Southwest Gas Corporation	TF-1	06/01/91	07/23/19
(No. 100049)	11-1	06/25/19	07/23/19
TransAlta Energy Marketing (US) Inc. (No. 127946)	TF-1	07/12/01 05/26/06 (2)	06/12/06
XTO Energy Inc. (No. 139366)	TF-1	12/20/11 03/23/17	06/29/12

<sup>(2)</sup> Original Service Agreement, as amended, was restated in the revised Form of Service Agreement format on the listed date.

# NON-CONFORMING SERVICE AGREEMENTS Entered Into or Modified After May 24, 2010

## **INDEX**

Aş	<u>greements</u>	<b>Tariff Record</b>
A		10.A
	Avista Corporation	
	Contract No. 100010	10.A.1.1
В		
C		10.C
	Cascade Natural Gas Corporation	
	Contract No. 100304	
	Contract No. 141193	
	Contract No. 142548	
D		
Е		
F		
G		
Н		
I		10.I
	Idaho Power Company	
	Contract No. 139664	
	Intermountain Gas Company	
	Contract No. 142982	
J		
_	Reserved For Future Use	
	Reserved For Future Use	
K		
L		
$\overline{\mathbf{M}}$		10.M
	Marathon Oil Company	
	Contract No. 137676	
N		
- '	Northwest Natural Gas Company	
	Contract No. 138587	
	Contract No. 140964	
P		
-	Puget Sound Energy, Inc.	
	Contract No. 140415	

# **Non-Conforming Service and Negotiated Rate Agreements**

	Contract No. 140766	10.P.1.4
	Contract No. 140910	10.P.1.5
R		
S		10.S
	Southwest Gas Corporation	10.S.1
	Contract No. 100048	10.S.1.1
	Contract No. 100049	10.S.1.2
T		
U		
V		
W		10.W
	WPX Energy Marketing, LLC	10.W.1
	Contract No. 138172	
	Contract No. 137678	10.W.1.2
	Contract No. 137679	10.W.1.3
X		
Y		
Z		

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

Tariff Record 10.I.2 Intermountain Gas Company Version 0.0.0

# NON-CONFORMING SERVICE AGREEMENTS

Intermountain Gas Company

# Rate Schedule TF-1 Service Agreement Contract No. 142982

THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline LLC (Transporter) and Intermountain Gas Company (Shipper) is made and entered into on June 28, 2019.

#### WHEREAS:

A. Pursuant to the procedures set forth in Section 25 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper acquired certain transportation capacity that was posted by Transporter as available capacity.

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

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

Intermountain Gas Company	Northwest Pipeline LLC	
By: /S/	By: /S/	
Name: RANDY SCHULTZ	Name: MIKE RASMUSON	
Title: AGENT FOR INTERMOUNTAIN	Title: DIRECTOR, MARKETING	
GAS CO	SERVICES	

## **EXHIBIT A**

Dated June 28, 2019, Effective July 01, 2019
to the
Rate Schedule TF-1 Service Agreement
(Contract No. 142982)
between Northwest Pipeline LLC
and Intermountain Gas Company

- SERVICE DETAILS
- 1. Transportation Contract Demand (CD): 16,305 Dth per day
- 2. Primary Receipt Point(s):

	Maximum
	Daily
	Quantities
Point ID Name	(Dth)
187 STANFIELD RECEIPT	8,601
194 PLYMOUTH LNG RECEIPT	7,704
Total	16,305

3. Primary Delivery Point(s):

Point ID Name 92 KERN RIVER MUDDY CREEK DELIV.	Maximum Daily Delivery Obligation (Dth) 16,305	Delivery Pressure (psig)
Total	16,305	

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: The Reservation Charge (per Dth of CD) for the interim period beginning July 1, 2019 through October 31, 2025, is equal to 35% of Maximum Base Tariff Rate, plus applicable surcharges. Beginning November 1, 2025, the Reservation Charge will be the Maximum Base Tariff Rate, plus applicable surcharges through the primary term end date or anniversary roll date.
- e. Negotiated Rate Conditions Consistent with Section 3.7 of Rate Schedule TF-1: Not Applicable
- 6. Transportation Term:
  - a. Primary Term Begin Date: July 01, 2019
  - b. Primary Term End Date: October 31, 2042
    - 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: None

Specified contract-specific OFO conditions or alternative actions: None

8. Regulatory Authorization: 18 CFR 284.223

# 9. Additional Exhibits:

Exhibit B Yes

Exhibit C No

Exhibit D No

Exhibit E No

#### **EXHIBIT B**

Dated June 28, 2019, Effective July 01, 2019,

(subject to Commission acceptance)
to the
Rate Schedule TF-1 Service Agreement
(Contract No. 142982)
between Northwest Pipeline LLC
and Intermountain Gas Company

#### NON-CONFORMING PROVISIONS

In the event of a challenge by another party regarding the rates provided under this Agreement, and upon written request from Transporter, Shipper will file in support of the discount under the Agreement in Transporter's subsequent rate cases filed under either Section 4 or 5 of the Natural Gas Act during the term that the discount provided under the Agreement applies, excluding any rate cases that involve a pre-filed settlement. For rate cases that involve a pre-filed settlement, Shipper agrees not to protest the discount under the Agreement in Transporter's subsequent rate cases filed under either Section 4 or 5 of the Natural Gas Act during the term that the discount provided under the Agreement applies.

Version 1.0.0

RESERVED FOR FUTURE USE

Version 1.0.0

RESERVED FOR FUTURE USE

Northwest Pipeline LLC FERC Gas Tariff Original Volume Non-Conforming Service and Negotiated Rate Agreements Tariff Record 10.S S Version 0.0.0

# NON-CONFORMING SERVICE AGREEMENTS

S

Northwest Pipeline LLC FERC Gas Tariff Original Volume Non-Conforming Service and Negotiated Rate Agreements Tariff Record 10.S.1 Southwest Gas Corporation Version 0.0.0

# NON-CONFORMING SERVICE AGREEMENTS

Southwest Gas Corporation

# Rate Schedule TF-1 Service Agreement Contract No. 100048

THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline LLC (Transporter) and Southwest Gas Corporation (Shipper) is made and entered into on June 25, 2019 and restates the Service Agreement made and entered into on February 12, 2008.

#### WHEREAS:

- A. Shipper entered into Contract No. 100048 as part of Paiute Pipeline Company's upstream transportation rights approved in the settlement of Paiute's rate case in Docket No. RP88-227.
- B. Significant events and previous amendments of this Agreement include:
  - 1. By Amendment dated October 7, 1993, Shipper was provided seasonal transportation contract demand mitigation, effective April 1, 1993, as authorized in Docket No RP96-5-012.
  - 2. By Amendment dated March 1, 1998, the previously authorized transportation contract demand mitigation was reduced effective March 1, 1998, to conform with the approved settlement of Transporter's rate proceedings in Docket No. RP96-367-000.
  - 3. By restatement dated March 14, 2000, Transporter and Shipper agreed to remove the non-conforming provisions relating to the seasonal contract demand mitigation and its associated receipt point reductions that expired due to the new rates effective in Docket No. RP06-416. Transporter and Shipper further agreed to remove the non-conforming provisions related to the primary delivery point maximum pressure.
  - 4. By restatement dated February 12, 2008, Transporter and Shipper made the following modifications:
  - a. extended the Primary Term End Date for 4,448 Dth/d of Contract Demand along with the MDQs at the Sumas (4,448) Receipt Point and the associated MDDOs at the Reno Lateral Delivery Point from June 30, 2008, to September 30, 2044. This contract term extension is being made pursuant to Shipper's Right-of-First-Refusal decision to match the highest competing bid for capacity posted for competitive bid on January 22, 2008, in the All Shipper's Notices #08-022 and #08-023;
  - b. extended the Primary Term End Date associated with the remaining 3,220 Dth/d of Contract Demand along with the associated MDQs at the Ignacio Plant (1,289), Opal Plant (858) and West Arkansas (1,073) Receipt Points and MDDOs at the Reno Lateral Delivery Point from June 30, 2008, to June 30, 2024; and
  - c. added a non-conforming provision that reflects the new Primary Term End Dates associated with the capacity Shipper matched by exercising its Right-of-First-Refusal and the remaining capacity Shipper agreed to extend.

Northwest Pipeline LLC FERC Gas Tariff Original Volume Non-Conforming Service and Negotiated Rate Agreements Tariff Record 10.S.1.1 Contract No. 100048 Version 0.0.0

5. Transporter and Shipper further agree to amend the non-conforming provisions on Exhibit B of the Agreement to extend the Primary Term End Date associated with the 3,220 Dth/d of Contract Demand along with the MDQs at the Ignacio Plant (1,289), Opal Plant (858), and Westgas Arkansas (1,073) Receipt Points and the associated MDDOs at the Reno Lateral Delivery Point from June 30, 2024, to March 31, 2032.

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

Tariff Record 10.S.1.1 Contract No. 100048 Version 0.0.0

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): Service Agreement dated February 12, 2008, 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

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

Southwest Gas Corporation	Northwest Pipeline LLC
By: /S/	By: /S/
Name: CHRIS BROWN	Name: MIKE RASMUSON
Title: MANAGER, GAS PURCH &	Title: DIRECTOR, MARKETING
TRANS	SERVICES

#### **EXHIBIT A**

Dated and Effective June 25, 2019
to the
Rate Schedule TF-1 Service Agreement
(Contract No. 100048)
between Northwest Pipeline LLC
and Southwest Gas Corporation
SERVICE DETAILS

- 1. Transportation Contract Demand (CD): 7,668 Dth per day
- 2. Primary Receipt Point(s):

	Maximum
	Daily
	Quantities
Point ID Name	(Dth)
4 IGNACIO PLANT	1,289
297 SUMAS RECEIPT	4,448
543 OPAL PLANT	858
552 WESTGAS ARKANSAS	1,073
Total	7,668

## 3. Primary Delivery Point(s):

	Maximum	
	Daily	
	Delivery	Delivery
	Obligation	Pressure
Point ID Name	(Dth)	(psig)
459 RENO LATERAL (TO PAIUTE)	7,668	0
Total	7,668	

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: June 01, 1991
  - b. Primary Term End Date: September 30, 2044

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: None

Specified contract-specific OFO conditions or alternative actions: None

- 8. Regulatory Authorization: 18 CFR 284.223
- 9. Additional Exhibits:

Exhibit B Yes

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

Tariff Record 10.S.1.1 Contract No. 100048 Version 0.0.0

Exhibit C No Exhibit D No Exhibit E No

Tariff Record 10.S.1.1 Contract No. 100048 Version 0.0.0

#### EXHIBIT B

Dated and Effective June 25, 2019,
(subject to Commission acceptance)
to the
Rate Schedule TF-1 Service Agreement
(Contract No. 100048)
between Northwest Pipeline LLC
and Southwest Gas Corporation

#### NON-CONFORMING PROVISIONS

## Primary Term End Date

The Primary Term End Date associated with 4,448 Dth/d of Contract Demand and associated MDQs at the Sumas Receipt Point and the Reno Lateral Delivery Point is September 30, 2044.

The Primary Term End Date associated with the remaining Contract Demand and associated MDQs at the Ignacio Plant, Opal Plant, and West Arkansas Receipt Points and the Reno Lateral Delivery Point is March 31, 2032.

## Rate Schedule TF-1 Service Agreement Contract No. 100049

THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline LLC (Transporter) and Southwest Gas Corporation (Shipper) is made and entered into on June 25, 2019 and restates the Service Agreement made and entered into on February 12, 2008.

#### WHEREAS:

- A. Shipper entered into Contract No. 100049 as part of Paiute Pipeline Company's upstream transportation rights approved in the settlement of Paiute's rate case in Docket No. RP 88-227.
- B. Significant events and amendments of this Agreement include:
  - 1. By Amendment dated October 7, 1993, Shipper was provided seasonal transportation Contract Demand mitigation, effective April 1, 1993, as authorized in Docket No. RP93-5-012.
  - 2. By Amendment dated March 1, 1998, the previously authorized transportation Contract Demand mitigation was reduced, effective March 1, 1998, to conform with the approved settlement of Transporter's rate proceedings in Docket No. RP96-367-000.
  - 3. By restatement dated February 12, 2008, Transporter and Shipper made the following modifications:
  - a. removed the non-conforming provisions related to the seasonal contract mitigation that expired due to the new rates that were effective January 1, 2007, under Docket No. RP06-416;
  - b. removed the non-conforming provisions related to the primary delivery point's maximum pressure;
  - c. extended the Primary Term End Date associated with 2,197 Dth/d of Contract Demand along with the MDQs at the Sumas receipt point and the associated MDDOs at the Reno Lateral delivery point from June 30, 2008, to September 30, 2044. This contract term extension was made pursuant to Shipper's Right-of-First-Refusal decision to match the highest competing bid for capacity posted for competitive bid on January 22, 2008 in the All Shipper's Notices No. 08-022 and No. 08-023;
  - d. extended the Primary Term End Date associated with the remaining 43,629 Dth/d of Contract Demand along with the MDQs at the Ignacio Plant (13,699), Opal Plant (5,132), Sumas (24,382) and Westgas Arkansas (416) receipt points and the associated MDDOs at the Reno Lateral delivery point from June 30, 2008, to June 30, 2024; and
  - e. added a non-conforming provision that reflects the new Primary Term End Dates associated with the capacity Shipper matched by exercising its Right-of-First-Refusal and the remaining capacity Shipper agreed to extend.
  - 4. Pursuant to Offer No. 36782 dated March 20, 2019, Shipper permanently released to IGI Resources, Inc. 4,291 Dth/d of Contract Demand; along with the MDQs at the Opal Plant (1,802) and Sumas (2,489) receipt points and the associated MDDOs at the Reno Lateral delivery point effective November 1, 2020.
  - 5. Transporter and Shipper further agree to amend the Agreement to modify the existing non-

conforming provisions located on Exhibit B to reflect a reduction of the Contract Demand (4,291) due to the permanent release dated March 20, 2019 and to extend the Primary Term End Date associated with the remaining 39,338 Dth/d of Contract Demand along with the MDQs at the Ignacio Plant (13,699), Opal Plant (3,330), Sumas (21,893) and Westgas Arkansas (416) receipt points and the associated MDDOs at the Reno Lateral delivery point from June 30, 2024, to March 31, 2032. The 2,197 Dth/d of Contract Demand with a Primary End Date of September 30, 2044 remains unchanged.

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

Northwest Pipeline LLC FERC Gas Tariff Original Volume Non-Conforming Service and Negotiated Rate Agreements Tariff Record 10.S.1.2 Contract No. 100049 Version 0.0.0

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): Service Agreement dated February 12, 2008, 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: Addendum dated March 20, 2019, and effective November 1, 2020.

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

Southwest Gas Corporation	Northwest Pipeline LLC	
By: /S/	By: /S/	
Name: CHRIS BROWN	Name: MIKE RASMUSON	
Title: MANAGER, GAS PURCH & TRANS	Title: DIRECTOR, MARKETING SERVICES	

#### EXHIBIT A

Dated and Effective June 25, 2019

to the

Rate Schedule TF-1 Service Agreement

(Contract No. 100049)

between Northwest Pipeline LLC and Southwest Gas Corporation

SERVICE DETAILS

- 1. Transportation Contract Demand (CD): 45,826 Dth per day
- 2. Primary Receipt Point(s):

	Maximum
	Daily
	Quantities
Point ID Name	(Dth)
4 IGNACIO PLANT	13,699
297 SUMAS RECEIPT	26,579
543 OPAL PLANT	5,132
552 WESTGAS ARKANSAS	416
Total	45,826

3. Primary Delivery Point(s):

	Maximum	
	Daily Delivery	Delivery
	Obligation	Pressure
Point ID Name	(Dth)	(psig)
459 RENO LATERAL (TO PAIUTE)	45,826	0
Total	45,826	

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: June 01, 1991
  - b. Primary Term End Date: September 30, 2044

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: None

Specified contract-specific OFO conditions or alternative actions: None

- 8. Regulatory Authorization: 18 CFR 284.223
- 9. Additional Exhibits:

Exhibit B Yes

Exhibit C No

Exhibit D No

Exhibit E No

Tariff Record 10.S.1.2 Contract No. 100049 Version 0.0.0

#### **EXHIBIT B**

Dated and Effective June 25, 2019,
(subject to Commission acceptance)
to the
Rate Schedule TF-1 Service Agreement
(Contract No. 100049)
between Northwest Pipeline LLC
and Southwest Gas Corporation

#### NON-CONFORMING PROVISIONS

## 1. Transportation Term - Primary Term End Dates

The Primary Term End Date associated with 4,291 Dth/d of Contract Demand including the associated MDQs at the Opal Plant and Sumas receipt points for 1,802 Dth/d and 2,489 Dth/d respectively, and the MDDOs at the Reno Lateral delivery point is October 31, 2020, as the result of a permanent release of capacity pursuant to Offer No. 36782.

The Primary Term End Date associated with 2,197 Dth/d of Contract Demand along with the associated MDQ's at the Sumas receipt point and MDDOs at the Reno Lateral delivery point is September 30, 2044.

The Primary Term End Date associated with the remaining Contract Demand along with the associated MDQ's at the Ignacio Plant, Opal Plant, Sumas, and Westgas Arkansas receipt points and MDDOs at the Reno Lateral delivery point is March 31, 2032.