



**NORTHWEST PIPELINE LLC**  
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November 28, 2017

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

**Re: Northwest Pipeline LLC**  
Docket No. RP18-

Dear Ms. Bose:

Northwest Pipeline LLC (“Northwest”) hereby submits for filing with the Federal Energy Regulatory Commission (“Commission”) pursuant to Part 154 of the Commission’s Regulations,<sup>1</sup> the following revised tariff records as part of its FERC Gas Tariff, Fifth Revised Volume No. 1 (“Tariff”):

Fifth Revised Sheet No. 255	Second Revised Sheet No. 257-A
Fourth Revised Sheet No. 256	Second Revised Sheet No. 288
Fourth Revised Sheet No. 257	First Revised Sheet No. 289

The purpose of this filing is to add language to Northwest’s Tariff regarding credit language that is specific to new requested facilities pursuant to General Terms and Conditions (“GT&C”) Section 21 “Interconnect Facilities” and GT&C Section 29 “Mainline Path Alterations.”

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

At the request of one of Northwest’s shippers, Northwest proposes to add provisions to its Tariff regarding credit language for new interconnect facilities and mainline path alterations for which no prepayments have been received. This added language will put shippers on notice that credit assurance is required for additional new facilities. The added provisions to GT&C Section 21 “Interconnect Facilities” and GT&C Section 29 “Mainline Path Alterations” are identical in principle. The provisions allow Northwest and shippers to agree to credit provisions that apply before and after the in-service date of the new facilities and that credit assurance may be required up to the Cost Requirement<sup>2</sup> of the new facilities. Through the life of the agreement, the amount

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<sup>1</sup> 18 C.F.R. Part 154 (2016).

<sup>2</sup> Northwest proposes to define the term “Cost Requirement” using already existing tariff

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of the credit obligation will be reduced over time so as to not exceed the remaining value of the Cost Requirement. The shipper may elect to reduce its credit arrangement to reflect the remaining value of the Cost Requirement.

### ***Waiver Requests and Effective Date***

Northwest requests that the Commission grant any waivers it may deem necessary for the acceptance of this filing. Northwest requests an effective date of January 1, 2018, for the proposed tariff records included in this filing.

### ***Procedural Matters***

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

- proposed tariff records;
- marked tariff records; and
- transmittal letter.

### ***Service and Communications***

In compliance with 18 C.F.R. § 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:

Laren Gertsch  
Director, Rates & Tariffs  
(801) 584-7200  
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language in Section 21.5 (b) as "operating and maintenance expenses, administrative and general expenses, return on debt, return on equity, income taxes, other taxes, depreciation and net negative salvage."

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The undersigned certifies that the contents of this filing are true and correct to the best of his knowledge and belief; that the electronic versions of the submitted tariff records contain the same information; and that he possesses full power and authority to sign this filing.

Respectfully submitted,

Northwest Pipeline LLC

*Laren Gertsch*  
Director, Rates & Tariffs

Enclosures

GENERAL TERMS AND CONDITIONS (Continued)

21. INTERCONNECTS (Continued)

facilities within 30 days of Transporter submitting an invoice detailing such costs. Interest calculated in accordance with 18 CFR Section 154.501(d) will accrue on any balance remaining after the due date specified in the invoice.

(f) Regardless of which party designs and constructs the Interconnect facilities, Transporter will have the right to require the installation of any equipment necessary to: accurately monitor the quality of Gas received into its Mainline Transportation System to ensure that such Gas meets the specifications of its Tariff, maintain the reliability and operational integrity of its Mainline Transportation System, and enable accurate custody transfer measurement.

21.5 Payment for Interconnect.

(a) For any Tap and/or Meter Station that Transporter will design and construct, the facilities agreement will provide that the Interconnecting Party will make prepayments to Transporter, as specified in the facilities agreement, for Transporter's design and construction costs, Related Income Taxes and any other costs directly related to the construction of the Tap and/or Meter Station, with a final true-up payment/refund after completion.

(b) For any Other Interconnect Facilities that Transporter agrees to design and construct, the facilities agreement and, if applicable, Exhibit C or Exhibit D to the Interconnecting Party's valid Service Agreement will provide that the Interconnecting Party will pay to Transporter over an agreed period of time an incremental facilities charge. Such charge will include, as applicable and appropriate, all Transporter's costs associated with the Other Interconnect Facilities, including without limitation operating and maintenance expenses, administrative and general expenses, return on debt, return on equity, income taxes, other taxes, depreciation and net negative salvage ("Cost Requirement").

(c) Notwithstanding Sections 21.5(a) and (b), Transporter and the Interconnecting Party may agree to a different payment method, as applicable and appropriate, for Transporter to design, construct, own, operate and maintain any given Interconnect facility if Transporter agrees to do so.

d) For any Interconnect facilities that Transporter will design and construct without receiving prepayment, Transporter and Interconnecting Party may agree to credit provisions that

GENERAL TERMS AND CONDITIONS (Continued)

21. INTERCONNECTS (Continued)

apply before and after the in-service date of the Interconnect facilities. Transporter may require a credit obligation in an amount up to full Cost Requirement of the Interconnect facilities, but not to exceed the Interconnecting Party's proportionate share of such Cost Requirement. Each year, Transporter will reduce the amount of such credit obligation as necessary to approximate the remaining Cost Requirement payable by the Interconnecting Party under the facilities agreement.

(~~ed~~) Subject to Transporter's prior approval, which will not be unreasonably withheld, the Interconnecting Party's payment and credit obligations under the facilities agreement and, if applicable, Exhibit C to the Interconnecting Party's Service Agreement may be assigned to a superseding or replacement Service Agreement(s) ("Successor").

(~~fe~~) Notwithstanding anything in this Section 21 to the contrary, Transporter may agree on a not unduly discriminatory basis in the facilities agreement to pay for all or part of the cost to design, construct, own, operate and/or maintain the Interconnect facilities if it determines that it will be economically beneficial for Transporter to do so. Transporter will post notice of any such contribution on its Designated Site for a period of 30 days following any such agreement.

21.6 Sharing of Expanded Interconnect Costs. If Transporter agrees, at the request of a later Interconnecting Party ("Second Interconnect Party"), to increase through compression the capacity of the original Interconnect facilities previously constructed by Transporter for an earlier Interconnecting Party ("First Interconnecting Party") pursuant to this Section 21, then the following cost sharing procedures will be applicable:

(a) Transporter will add its actual or imputed depreciated cost of the original Interconnect facilities to the incremental expansion cost and apportion the combined costs between the First Interconnecting Party and the Second Interconnecting Party pro rata based on the original and incremental expansion firm design capacity of the Interconnect facilities. (if the First Interconnecting Party reimbursed Transporter by a prepayment method, Transporter will calculate the imputed depreciated cost of the original Interconnect facilities using a depreciation rate equal to the higher of the depreciation rate for the Mainline ~~Transportation System or the depreciation rate based on the term of the First Interconnecting Party's Service Agreement for firm capacity on the original Interconnect facilities, if any).~~

~~(b) If the resulting apportioned cost to the Second Interconnecting Party is greater than the incremental expansion cost, the Second Interconnecting Party's payment responsibility under Section 21.5 will be based on its apportioned cost. Otherwise, the Second Interconnecting Party will only be responsible for the incremental expansion cost.~~

GENERAL TERMS AND CONDITIONS (Continued)

21. INTERCONNECTS (Continued)

Transportation System or the depreciation rate based on the term of the First Interconnecting Party's Service Agreement for firm capacity on the original Interconnect facilities, if any).

(b) If the resulting apportioned cost to the Second Interconnecting Party is greater than the incremental expansion cost, the Second Interconnecting Party's payment responsibility under Section 21.5 will be based on its apportioned cost. Otherwise, the Second Interconnecting Party will only be responsible for the incremental expansion cost.

(c) If the apportioned cost to the Second Interconnecting Party is greater than the incremental expansion cost, the difference ("Cost Sharing Adjustment") will be credited or refunded by Transporter to the First Interconnecting Party, or its Successor, pursuant to the following procedures:

1) If the First Interconnecting Party and/or its Successor is currently paying Transporter for the original Interconnect facilities through payments over time, such obligation will be amended to reduce the capital cost underlying the facilities construction charge by the Cost Sharing Adjustment, to be effective on the in-service date of the incremental expansion Interconnect facilities.

2) If the First Interconnecting Party has reimbursed Transporter for the original Interconnect facilities through a prepayment, the Cost Sharing Adjustment will be refunded to the First Interconnecting Party within 45 days following the in-service date of the incremental expansion Interconnect facilities. If the Second Interconnecting Party pays its apportioned cost to Transporter using a prepayment method and pays Related Income Taxes, then the portion of the Related Income Taxes payment attributable to the Cost Sharing Adjustment also will be included in Transporter's refund to the First Interconnecting Party. Further, if the First Interconnecting Party is the passive owner of the original Interconnect facilities, its ownership interest will be reduced proportionate to the Cost Sharing Adjustment.

~~21.7 Accelerated Payment Provisions.~~

~~(a) For any receipt or delivery facilities subject to a facilities agreement executed prior to January 16, 2012 and pursuant to which Shipper is paying for such facilities over time, the following provisions will continue to apply:~~

~~(1) Shipper may elect at any time to cease paying a facilities surcharge by paying Transporter for the then~~

~~remaining net book value of the facilities, including any  
Related Income Taxes, at which time the applicable Service  
Agreement will be amended to reflect the termination of  
Exhibit C.~~



GENERAL TERMS AND CONDITIONS (Continued)

21. INTERCONNECTS (Continued)

21.7 Accelerated Payment Provisions.

(a) For any receipt or delivery facilities subject to a facilities agreement executed prior to January 16, 2012 and pursuant to which Shipper is paying for such facilities over time, the following provisions will continue to apply:

(1) Shipper may elect at any time to cease paying a facilities surcharge by paying Transporter for the then remaining net book value of the facilities, including any Related Income Taxes, at which time the applicable Service Agreement will be amended to reflect the termination of Exhibit C.

(2) If Shipper ceases operations at the end-use point or receipt point for which the facilities were installed, or ceases to be a Rate Schedule TF-1, Rate Schedule TF-2, or Rate Schedule TFL-1 Shipper (unless its facility cost reimbursement obligations hereunder are assumed by a Replacement Shipper), Shipper will notify Transporter of such occurrence within five business days of such occurrence. Shipper will pay Transporter for the then remaining net book value of the facilities, including any Related Income Taxes, within 30 days after Transporter submits an invoice to Shipper. Interest calculated in accordance with 18 CFR Section 154.501(d) will accrue on any balance remaining after the due date specified on the invoice.

(3) If Transporter has previously paid for all or a portion of receipt or delivery point facilities under a facilities agreement with Shipper, Shipper will, nevertheless, promptly pay Transporter for Transporter's remaining net book value of such facilities, including any Related Income Taxes, when either of the following events occurs: (1) Transporter's ability to fully recover such costs is denied in any Section 4 or Section 5 rate proceeding, or (2) Shipper permanently ceases operations at the end-use point or receipt point adjacent to where the facilities were installed.

(b) For any Interconnect facilities subject to a facilities agreement executed after January 16, 2012 and pursuant to which the Interconnecting Party is paying for such facilities over time, any mutually agreed provisions governing the Interconnecting Party's right or obligation to accelerate payment will be set forth in the facilities agreement and, if applicable, Exhibit C to the Interconnecting Party's valid Service Agreement.

GENERAL TERMS AND CONDITIONS (Continued)

29. MAINLINE PATH ALTERATIONS (Continued)

29.4 Facilities Agreement.

(a) If: (i) a Mainline Path Alteration satisfies the conditions set forth in Section 29.3, (ii) Transporter is willing to proceed, and (iii) Transporter and Alteration Shipper can agree upon the terms governing Transporter's design, construction, ownership, operation and maintenance of the Mainline Path Alteration facilities, then such terms will be set forth in a facilities agreement between Transporter and the Alteration Shipper.

(b) The facilities agreement and Exhibit C or Exhibit D, as applicable, of the Alteration Shipper's Service Agreement will provide that the Alteration Shipper will pay to Transporter over an agreed period of time an incremental facilities charge. Such charge will include, as appropriate, all Transporter's costs associated with the Mainline Path Alteration, including without limitation operating and maintenance expenses, administrative and general expenses, return on equity, return on debt, income taxes, other taxes, depreciation and net negative salvage ("Cost Requirement").

(c) Notwithstanding Section 29.4(b), Transporter and the Alteration Shipper may agree to a different payment method, as appropriate, for Transporter to design, construct, own, operate and maintain the Mainline Path Alteration facilities if Transporter agrees to do so.

(d) For any Mainline Path Alteration that Transporter will design and construct without receiving prepayment, Transporter and Alteration Shipper may agree to credit provisions that apply before and after the in-service date of the Mainline Path Alteration. Transporter may require a credit obligation in an amount up to the full Cost Requirement of the Mainline Path Alteration, but not to exceed the Alteration Shipper's proportionate share of such Cost Requirement. Each year, Transporter will reduce the amount of such credit obligation as necessary to approximate the remaining Cost Requirement payable by the Alteration Shipper under the facilities agreement.

~~(ed) Within 10 days after Transporter and the Alteration Shipper have executed the facilities agreement for the Mainline Path Alteration, Transporter will post notice of the Mainline Path Alteration on its Designated Site for a period of 10 days. If within 30 days after the posting the Alteration Shipper is able to acquire capacity that renders all or part of the Mainline Path Alteration unnecessary, then the Alteration Shipper may terminate the facilities agreement by providing written notice of termination to Transporter and paying all costs incurred by Transporter pursuant to the facilities agreement.~~

~~(c) Subject to Transporter's prior written approval, which will not be unreasonably withheld, the Alteration Shipper's payment obligations under the facilities agreement and Exhibit C of the Alteration Shipper's Service Agreement may be assigned to a superseding or replacement Service Agreement(s) ("Successor").~~

GENERAL TERMS AND CONDITIONS (Continued)

29. MAINLINE PATH ALTERATIONS (Continued)

to acquire capacity that renders all or part of the Mainline Path Alteration unnecessary, then the Alteration Shipper may terminate the facilities agreement by providing written notice of termination to Transporter and paying all costs incurred by Transporter pursuant to the facilities agreement.

(f) Subject to Transporter's prior written approval, which will not be unreasonably withheld, the Alteration Shipper's payment obligations under the facilities agreement and Exhibit C of the Alteration Shipper's Service Agreement may be assigned to a superseding or replacement Service Agreement(s) ("Successor").

(g) Notwithstanding anything in this Section 29.4 to the contrary, Transporter may agree on a not unduly discriminatory basis in the facilities agreement to pay for all or part of the cost to design, construct, own, operate and/or maintain the Mainline Path Alteration facilities if it determines that it will be economically beneficial for Transporter to do so. Transporter will post notice of any such contribution on its Designated Site for a period of 30 days following any such agreement.

29.5 Mainline Path Alteration Capacity Rights. Prior to the in-service date of the Mainline Path Alteration facilities, the primary receipt point(s) and/or primary delivery point(s) of the Alteration Shipper's Service Agreement may be amended to reflect the new Mainline Transportation System path becoming available as the result of the Mainline Path Alteration facilities. Such amendment, however, will not take effect until the Mainline Path Alteration facilities have been placed in service.

GENERAL TERMS AND CONDITIONS (Continued)

21. INTERCONNECTS (Continued)

facilities within 30 days of Transporter submitting an invoice detailing such costs. Interest calculated in accordance with 18 CFR Section 154.501(d) will accrue on any balance remaining after the due date specified in the invoice.

(f) Regardless of which party designs and constructs the Interconnect facilities, Transporter will have the right to require the installation of any equipment necessary to: accurately monitor the quality of Gas received into its Mainline Transportation System to ensure that such Gas meets the specifications of its Tariff, maintain the reliability and operational integrity of its Mainline Transportation System, and enable accurate custody transfer measurement.

21.5 Payment for Interconnect.

(a) For any Tap and/or Meter Station that Transporter will design and construct, the facilities agreement will provide that the Interconnecting Party will make prepayments to Transporter, as specified in the facilities agreement, for Transporter's design and construction costs, Related Income Taxes and any other costs directly related to the construction of the Tap and/or Meter Station, with a final true-up payment/refund after completion.

(b) For any Other Interconnect Facilities that Transporter agrees to design and construct, the facilities agreement and, if applicable, Exhibit C or Exhibit D to the Interconnecting Party's valid Service Agreement will provide that the Interconnecting Party will pay to Transporter over an agreed period of time an incremental facilities charge. Such charge will include, as applicable and appropriate, all Transporter's costs associated with the Other Interconnect Facilities, including without limitation operating and maintenance expenses, administrative and general expenses, return on debt, return on equity, income taxes, other taxes, depreciation and net negative salvage ("Cost Requirement").

(c) Notwithstanding Sections 21.5(a) and (b), Transporter and the Interconnecting Party may agree to a different payment method, as applicable and appropriate, for Transporter to design, construct, own, operate and maintain any given Interconnect facility if Transporter agrees to do so.

d) For any Interconnect facilities that Transporter will design and construct without receiving prepayment, Transporter and Interconnecting Party may agree to credit provisions that

GENERAL TERMS AND CONDITIONS (Continued)

21. INTERCONNECTS (Continued)

apply before and after the in-service date of the Interconnect facilities. Transporter may require a credit obligation in an amount up to full Cost Requirement of the Interconnect facilities, but not to exceed the Interconnecting Party's proportionate share of such Cost Requirement. Each year, Transporter will reduce the amount of such credit obligation as necessary to approximate the remaining Cost Requirement payable by the Interconnecting Party under the facilities agreement.

(e) Subject to Transporter's prior approval, which will not be unreasonably withheld, the Interconnecting Party's payment and credit obligations under the facilities agreement and, if applicable, Exhibit C to the Interconnecting Party's Service Agreement may be assigned to a superseding or replacement Service Agreement(s) ("Successor").

(f) Notwithstanding anything in this Section 21 to the contrary, Transporter may agree on a not unduly discriminatory basis in the facilities agreement to pay for all or part of the cost to design, construct, own, operate and/or maintain the Interconnect facilities if it determines that it will be economically beneficial for Transporter to do so. Transporter will post notice of any such contribution on its Designated Site for a period of 30 days following any such agreement.

21.6 Sharing of Expanded Interconnect Costs. If Transporter agrees, at the request of a later Interconnecting Party ("Second Interconnect Party"), to increase through compression the capacity of the original Interconnect facilities previously constructed by Transporter for an earlier Interconnecting Party ("First Interconnecting Party") pursuant to this Section 21, then the following cost sharing procedures will be applicable:

(a) Transporter will add its actual or imputed depreciated cost of the original Interconnect facilities to the incremental expansion cost and apportion the combined costs between the First Interconnecting Party and the Second Interconnecting Party pro rata based on the original and incremental expansion firm design capacity of the Interconnect facilities. (if the First Interconnecting Party reimbursed Transporter by a prepayment method, Transporter will calculate the imputed depreciated cost of the original Interconnect facilities using a depreciation rate equal to the higher of the depreciation rate for the Mainline

GENERAL TERMS AND CONDITIONS (Continued)

21. INTERCONNECTS (Continued)

Transportation System or the depreciation rate based on the term of the First Interconnecting Party's Service Agreement for firm capacity on the original Interconnect facilities, if any).

(b) If the resulting apportioned cost to the Second Interconnecting Party is greater than the incremental expansion cost, the Second Interconnecting Party's payment responsibility under Section 21.5 will be based on its apportioned cost. Otherwise, the Second Interconnecting Party will only be responsible for the incremental expansion cost.

(c) If the apportioned cost to the Second Interconnecting Party is greater than the incremental expansion cost, the difference ("Cost Sharing Adjustment") will be credited or refunded by Transporter to the First Interconnecting Party, or its Successor, pursuant to the following procedures:

1) If the First Interconnecting Party and/or its Successor is currently paying Transporter for the original Interconnect facilities through payments over time, such obligation will be amended to reduce the capital cost underlying the facilities construction charge by the Cost Sharing Adjustment, to be effective on the in-service date of the incremental expansion Interconnect facilities.

2) If the First Interconnecting Party has reimbursed Transporter for the original Interconnect facilities through a prepayment, the Cost Sharing Adjustment will be refunded to the First Interconnecting Party within 45 days following the in-service date of the incremental expansion Interconnect facilities. If the Second Interconnecting Party pays its apportioned cost to Transporter using a prepayment method and pays Related Income Taxes, then the portion of the Related Income Taxes payment attributable to the Cost Sharing Adjustment also will be included in Transporter's refund to the First Interconnecting Party. Further, if the First Interconnecting Party is the passive owner of the original Interconnect facilities, its ownership interest will be reduced proportionate to the Cost Sharing Adjustment.

GENERAL TERMS AND CONDITIONS (Continued)

21. INTERCONNECTS (Continued)

21.7 Accelerated Payment Provisions.

(a) For any receipt or delivery facilities subject to a facilities agreement executed prior to January 16, 2012 and pursuant to which Shipper is paying for such facilities over time, the following provisions will continue to apply:

(1) Shipper may elect at any time to cease paying a facilities surcharge by paying Transporter for the then remaining net book value of the facilities, including any Related Income Taxes, at which time the applicable Service Agreement will be amended to reflect the termination of Exhibit C.

(2) If Shipper ceases operations at the end-use point or receipt point for which the facilities were installed, or ceases to be a Rate Schedule TF-1, Rate Schedule TF-2, or Rate Schedule TFL-1 Shipper (unless its facility cost reimbursement obligations hereunder are assumed by a Replacement Shipper), Shipper will notify Transporter of such occurrence within five business days of such occurrence. Shipper will pay Transporter for the then remaining net book value of the facilities, including any Related Income Taxes, within 30 days after Transporter submits an invoice to Shipper. Interest calculated in accordance with 18 CFR Section 154.501(d) will accrue on any balance remaining after the due date specified on the invoice.

(3) If Transporter has previously paid for all or a portion of receipt or delivery point facilities under a facilities agreement with Shipper, Shipper will, nevertheless, promptly pay Transporter for Transporter's remaining net book value of such facilities, including any Related Income Taxes, when either of the following events occurs: (1) Transporter's ability to fully recover such costs is denied in any Section 4 or Section 5 rate proceeding, or (2) Shipper permanently ceases operations at the end-use point or receipt point adjacent to where the facilities were installed.

(b) For any Interconnect facilities subject to a facilities agreement executed after January 16, 2012 and pursuant to which the Interconnecting Party is paying for such facilities over time, any mutually agreed provisions governing the Interconnecting Party's right or obligation to accelerate payment will be set forth in the facilities agreement and, if applicable, Exhibit C to the Interconnecting Party's valid Service Agreement.



GENERAL TERMS AND CONDITIONS (Continued)

29. MAINLINE PATH ALTERATIONS (Continued)

29.4 Facilities Agreement.

(a) If: (i) a Mainline Path Alteration satisfies the conditions set forth in Section 29.3, (ii) Transporter is willing to proceed, and (iii) Transporter and Alteration Shipper can agree upon the terms governing Transporter's design, construction, ownership, operation and maintenance of the Mainline Path Alteration facilities, then such terms will be set forth in a facilities agreement between Transporter and the Alteration Shipper.

(b) The facilities agreement and Exhibit C or Exhibit D, as applicable, of the Alteration Shipper's Service Agreement will provide that the Alteration Shipper will pay to Transporter over an agreed period of time an incremental facilities charge. Such charge will include, as appropriate, all Transporter's costs associated with the Mainline Path Alteration, including without limitation operating and maintenance expenses, administrative and general expenses, return on equity, return on debt, income taxes, other taxes, depreciation and net negative salvage ("Cost Requirement").

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(e) Within 10 days after Transporter and the Alteration Shipper have executed the facilities agreement for the Mainline Path Alteration, Transporter will post notice of the Mainline Path Alteration on its Designated Site for a period of 10 days. If within 30 days after the posting the Alteration Shipper is able

GENERAL TERMS AND CONDITIONS (Continued)

29. MAINLINE PATH ALTERATIONS (Continued)

to acquire capacity that renders all or part of the Mainline Path Alteration unnecessary, then the Alteration Shipper may terminate the facilities agreement by providing written notice of termination to Transporter and paying all costs incurred by Transporter pursuant to the facilities agreement.

(f) Subject to Transporter's prior written approval, which will not be unreasonably withheld, the Alteration Shipper's payment obligations under the facilities agreement and Exhibit C of the Alteration Shipper's Service Agreement may be assigned to a superseding or replacement Service Agreement(s) ("Successor").

(g) Notwithstanding anything in this Section 29.4 to the contrary, Transporter may agree on a not unduly discriminatory basis in the facilities agreement to pay for all or part of the cost to design, construct, own, operate and/or maintain the Mainline Path Alteration facilities if it determines that it will be economically beneficial for Transporter to do so. Transporter will post notice of any such contribution on its Designated Site for a period of 30 days following any such agreement.

29.5 Mainline Path Alteration Capacity Rights. Prior to the in-service date of the Mainline Path Alteration facilities, the primary receipt point(s) and/or primary delivery point(s) of the Alteration Shipper's Service Agreement may be amended to reflect the new Mainline Transportation System path becoming available as the result of the Mainline Path Alteration facilities. Such amendment, however, will not take effect until the Mainline Path Alteration facilities have been placed in service.