NORTHWEST PIPELINE LLC
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September 18, 2020

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

Re: Northwest Pipeline LLC
Docket No. RP20-_____

Dear Ms. Bose:

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

Second Revised Sheet No. 216
Fifth Revised Sheet No. 232-D
Second Revised Sheet No. 273-A
Second Revised Sheet No. 273-B

Statement of Nature, Reasons and Basis for the Filing

Northwest proposes the following miscellaneous and housekeeping changes to various sections of the General Terms & Conditions ("GT&C") of its Tariff:

1. Section 24, Clay Basin Storage Service Revenue Crediting.
   To make the handling of discounted transportation services consistent with other crediting procedures stated within the Tariff, Northwest is proposing to modify the Clay Basin revenue crediting language in Section 24.1 and Section 24.3 of the GT&C. Section 24.1 states that the Clay Basin revenue credit does not apply to "Shippers receiving service under discounted firm transportation services which are contractually limited to a discrete portion of the pipeline". Northwest proposes to remove the language "which are contractually limited to a discrete portion of the pipeline" because none of Northwest's other crediting procedures contain this phrase and Northwest has found no rationale for its inclusion.[1]

[1] *See* Sections 14.15 (g), 15.6 and 32.2 of the GT&C. While each of these crediting procedures exclude from the credit calculation Shippers receiving discounted firm transportation services, only Section 24.1 adds, without explanation, the phrase "which are contractually limited to a

To further simplify the Clay Basin revenue crediting language, Northwest proposes to remove the following sentence from Section 24.3 Distribution Method:

> *"Such reservation revenues will include the reservation charges which the applicable firm shippers pay prior to the distribution of all revenue credits, but will exclude reservation charges applicable to capacity which was released into Transporter's capacity release program during the same period by each Shipper."*

The exclusion from the credit calculation of reservation charges attributable to capacity releases is now addressed in the first sentence of Section 24.3.

Additionally, in Section 24.3 Distribution Method, Northwest is proposing to include additional language to address how Shippers are allocated their pro-rata share of the Clay Basin revenue credit when paying a negotiated rate that is above the Tariff's maximum base transportation rate. Such Shippers will be treated as though they were paying the Tariff's maximum base transportation rate.

Section 24 also includes some minor clarifying edits.

2. <u>Section 14.15 Operational Flow Order ("OFO").</u>
Section 14.15 of the GT&C states Must-flow OFOs are the fourth of five possible OFO operational remedies whereby it would require "Shippers to nominate their pro rata share (based on primary firm corridor rights) of the displacement requirement necessary to provide displacement nominations through a given constraint point". Northwest proposes to add the following clarifying language to Section 14.15 Operational Flow Order of its GT&C:

> *"Rate Schedule TF-2 Shippers will not be subject to a Must-Flow OFO obligation once they have fully utilized their Annual Contract Quantity (ACQ) stated on the service agreement."*

Section 5 of Rate Schedule TF-2 states that TF-2 transportation quantities are considered firm capacity[2] "as long as the Transportation Contract Demand and Annual Contracted Quantity,…., are not exceeded".[3] Section 7 of Rate Schedule TF-2 states that on any day these quantities are exceeded then "Transporter will schedule such excess quantities in accordance with the priority of service and curtailing policy delineated in Section 12 of the General Terms and Conditions of Transporter's Tariff". Section 12.1 Scheduling Priorities for Transportation

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discrete portion of the pipeline."

[2] Rate Schedule TF-2 Section 11 and GT&C Section 12.1 Scheduling Priorities for Transportation states TF-2 transportation from the Plymouth LNG Facility is considered secondary firm service and will not be scheduled in excess of the capacity of transporter's facilities.

[3] Rate Schedule TF-2 Section 6.1 states the ACQ "represents the quantity of transportation service which each Shipper may receive during each twelve-month period ending September 30 without being subject to the Annual Overrun Charges described in Section 3.5 herein".

of the GT&C states that overrun nominations are only scheduled if available capacity still exists after nominations for primary firm service and secondary firm service has been scheduled. Therefore, once TF-2 shippers have utilized their entire ACQ, they do not have primary rights for the movement of gas and, in doing so, they would incur an overrun penalty if they were required to move their gas during a Must-flow OFO.

This proposed language is consistent with Northwest's existing busines practice in calculating TF-2 Shippers Must-flow OFO obligations.

3. Section 9 Force Majeure.
Northwest proposes to modify the language in Section 9 Force Majeure of the GT&C of its Tariff to clarify that during times of force majeure neither the Transporter nor Shipper shall be relieved from its obligations to make payments of amounts then due, including reservation charges. Currently, the Tariff states "nor shall such [force majeure] causes or contingencies affecting such performance relieve either party from its obligations to make payments of amounts then due in respect of gas theretofore delivered and as provided for in Section 10 of Rate Schedule TF-1." Northwest proposes to remove the language "in respect of gas theretofore delivered" because it could be misconstrued to limit a Shipper's payment obligation to only physical gas deliveries, which have likely been disrupted by the force majeure event. Such a limitation would be contrary to a firm Shipper's continuing obligation to pay reservation charges. Northwest also proposes to remove the language "and as provided for in Section 10 of Rate Schedule TF-1" because it is unnecessary and confusing. The annual reservation charge adjustments provided in Section 10 of Rate Schedule TF-1, which include reservation charge adjustments for force majeure, are made by Northwest at the end of each calendar year. They do not affect a Shipper's obligation to make payments during a given force majeure event.

The revised Tariff language Northwest is proposing closely tracks language previously approved by the Commission.[4]

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 hereby moves that the proposed Tariff sheets be made effective October 19, 2020, 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.

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[4] *See Ruby Pipeline, L.L.C.*, 136 FERC ¶ 61,058 (2011) ("Nor shall such [force majeure] causes or contingencies affecting such performance relieve either party from its obligations to make payments due, including reservation charges.")

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:

- Proposed tariff sheets,
- Marked tariff sheets,
- Transmittal letter

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:

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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 paper and electronic versions of the submitted tariff sheets contain the same information; and that he possesses full power and authority to sign this filing.
Respectfully submitted,

NORTHWEST PIPELINE LLC

Bela Patel
Manager, Rates &
Regulatory

Enclosures

GENERAL TERMS AND CONDITIONS
(Continued)

8. TITLE TO GAS (Continued)

8.4 Waiver of Shipper Must Have Title Requirement. If Transporter acquires transportation and/or storage capacity on an off-system pipeline, Transporter will use such capacity for operational purposes and/or will render service to Shippers using such capacity pursuant to the terms and conditions of its tariff and at Commission-approved rates. For transactions subject to this Section 8.4, the "Shipper must have title" requirement is waived.

9. FORCE MAJEURE

Neither Transporter nor Shipper shall be liable in damages to the other for any act, omission or circumstance occasioned by or in consequence of any blockades, insurrections, riots, epidemics, flood, washouts, landslides, mudslides, earthquakes, extreme cold or freezing weather, lightning, rulers and peoples, civil disturbances, explosions, breakage or imminent breakage or freezing of or accident to machinery or line of pipe, the order of any court or governmental authority having jurisdiction, and any other cause, whether of the kind herein enumerated or otherwise, not reasonably within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. Failure to prevent or settle any strike or strikes shall not be considered a matter within the control of the party claiming suspension.

Such causes or contingencies affecting the performance under the executed Service Agreement by either Transporter or Shipper, however, shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and to remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting such performance relieve either party from its obligations to make payments of amounts then due, including reservation charges.~~ in respect of gas theretofore delivered and as provided for in Section 10 of Rate Schedule TF-1.~~

GENERAL TERMS AND CONDITIONS
(Continued)

14. OPERATING CONDITIONS (Continued)

constrained direction and the remedies outlined in (i) through (iv) above have not alleviated the adverse operating condition.

When a Supply Shortage OFO is required due to a supply interruption that would result in operational problems, Transporter will fill the OFO constraint point in the Intraday 1 Nomination Cycle to the greater of the physical design capacity or the posted operationally available capacity by allocating Shipper's primary firm nomination requests pro rata based on the Shipper's primary firm corridor rights through the OFO constraint point. If Transporter reduces Shipper nominations pursuant to a Supply Shortage OFO, reservation charge adjustments will not be paid to such Shipper by Transporter.

In no event will Transporter issue a Realignment or Must-flow OFO associated with any contract whose OFO obligation is 100 Dth or less.

Rate Schedule TF-2 Shippers will not be subject to a Must-Flow OFO obligation once they have fully utilized their Annual Contract Quantity (ACQ) stated on the service agreement.

Transporter will remove OFOs in an order reversed from the order set forth above.

(e) OFO Notice, Contents and Procedures.

Portal Posting Requirements

Transporter will make reasonable efforts to notify Shippers that an operational problem is developing which could potentially necessitate the issuance of an OFO. Transporter will declare an OFO for one or more specific constraint points via an All Shipper Notice, identifying the effective date and duration of the OFO (if none is specified, the OFO will be effective until further notice).

Transporter will post to its designated site, summary level information each Gas Day the OFO is in effect.

Issuance of an OFO

Subsequent to the Portal Posting on the day prior to commencement of the Gas Day, no later than 5:00 p.m. Central Clock Time (4:00 p.m. Mountain Clock Time), during the scheduling and confirmation procedure, Transporter will provide notification of the Contract-specific, Realignment and Must-flow OFO obligations via an Internet E-mail to the affected Shipper(s).

GENERAL TERMS AND CONDITIONS (Continued)

23. REVENUE CREDITING FOR CAPACITY RELEASES (FIRM) (Continued)

Transporter shall apply partial payments received from Replacement Shippers or Prearranged Replacement Shippers, in interpreting the provisions of this section, first to reservation, demand and capacity charges, then to volumetric charges, then to volumetric surcharges, then to reservation surcharges, then to penalty charges and finally to late charges.

24. CLAY BASIN STORAGE SERVICE REVENUE CREDITING

24.1 Applicability. Clay Basin revenue credits received by Transporter from Questar Pipeline Company (Questar) pursuant to Questar's Clay Basin Interruptible Revenue Sharing tariff provisions will be distributed to Transporter's Rate Schedules TF-1 (Large Customers), TF-1 (Small Customers) for the period they paid a reservation charge due to conversion to Rate Schedule TF-1 (Large Customer) service and TF-2 Shippers (applicable firm Shippers), excluding any Shipper~~s~~ receiving service under a discounted firm transportation service~~s~~ agreement~~which are contractually limited to a discrete portion of the pipeline~~ or a capacity release service agreement.

24.2 Timing of Credits. Within 30 days of receipt from Questar of the Clay Basin revenue credits, Transporter will determine the distribution, as described below, of such revenue credits due to applicable firm Shippers. Such revenue credits will be reflected as a credit billing adjustment to the next invoices rendered to the applicable firm Shippers. In the event that such credit billing adjustment would result in a credit total invoice to any Shipper, Transporter will refund the excess credit billing adjustment to the Shipper by check within 15 days after determination of the amount of the credit due to the Shipper.

GENERAL TERMS AND CONDITIONS (Continued)

24. CLAY BASIN STORAGE SERVICE REVENUE CREDITING (Continued)

24.3 Distribution Method. Clay Basin revenue credits will be credited to each applicable firm Shipper on a pro-rata basis in proportion to the Maximum Base Tariff rate reservation revenues (exclusive of surcharges) ~~received from~~billed to each applicable firm Shipper, but excluding reservation revenues attributable to capacity releases, during the period coinciding with each twelve-month period utilized by Questar to determine any revenue credits divided by the total reservation revenues received by Transporter from all applicable firm Shippers for the same period. ~~Such reservation revenues will include the reservation charges which the applicable firm Shippers pay prior to the distribution of all revenue credits, but will exclude reservation charges applicable to capacity which was released into Transporter's capacity release program during the same period by each Shipper.~~For any applicable firm Shipper paying a negotiated rate above the Maximum Base Tariff rate, reservation revenues will be capped at the Maximum Base Tariff rate when determining such Shipper’s pro-rata share of the Clay Basin revenue credit.

24.4 Interest. Transporter will pay interest to Shippers on the Clay Basin revenue credits until the revenue credits are distributed to the applicable firm Shippers. Such interest will be calculated in accordance with the procedures outlined in Section 154.501(d) of the Commission's regulations. Such interest will accrue on the Clay Basin revenue credits commencing on the day Transporter receives such revenue credits from Questar.

GENERAL TERMS AND CONDITIONS
(Continued)

8. TITLE TO GAS (Continued)

8.4 Waiver of Shipper Must Have Title Requirement. If Transporter acquires transportation and/or storage capacity on an off-system pipeline, Transporter will use such capacity for operational purposes and/or will render service to Shippers using such capacity pursuant to the terms and conditions of its tariff and at Commission-approved rates. For transactions subject to this Section 8.4, the "Shipper must have title" requirement is waived.

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24.2 Timing of Credits. Within 30 days of receipt from Questar of the Clay Basin revenue credits, Transporter will determine the distribution, as described below, of such revenue credits due to applicable firm Shippers. Such revenue credits will be reflected as a credit billing adjustment to the next invoices rendered to the applicable firm Shippers. In the event that such credit billing adjustment would result in a credit total invoice to any Shipper, Transporter will refund the excess credit billing adjustment to the Shipper by check within 15 days after determination of the amount of the credit due to the Shipper.

GENERAL TERMS AND CONDITIONS (Continued)

24. CLAY BASIN STORAGE SERVICE REVENUE CREDITING (Continued)

24.3 Distribution Method. Clay Basin revenue credits will be credited to each applicable firm Shipper on a pro-rata basis in proportion to the Maximum Base Tariff rate reservation revenues (exclusive of surcharges) billed to each applicable firm Shipper, but excluding reservation revenues attributable to capacity releases, during the period coinciding with each twelve-month period utilized by Questar to determine any revenue credits divided by the total reservation revenues received by Transporter from all applicable firm Shippers for the same period. For any applicable firm Shipper paying a negotiated rate above the Maximum Base Tariff rate, reservation revenues will be capped at the Maximum Base Tariff rate when determining such Shipper’s pro-rata share of the Clay Basin revenue credit.

24.4 Interest. Transporter will pay interest to Shippers on the Clay Basin revenue credits until the revenue credits are distributed to the applicable firm Shippers. Such interest will be calculated in accordance with the procedures outlined in Section 154.501(d) of the Commission's regulations. Such interest will accrue on the Clay Basin revenue credits commencing on the day Transporter receives such revenue credits from Questar.