

NORTHWEST PIPELINE LLC

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

February 24, 2023

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

Reference: Northwest Pipeline LLC

Non-Conforming Service Agreement – IGI Resources, Inc.

Docket No. RP23-

Dear Ms. Bose:

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

Eleventh Revised Sheet No. 396-A

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

Tariff Record 10.I.3 Version 0.0.0 Tariff Record 10.I.3.1 Version 0.0.0

Statement of Nature, Reasons, and Basis

The purpose of this filing is to: (1) submit a restatement of a non-conforming service agreement between Northwest and IGI Resources, Inc. ("IGI") (Service Agreement No. 137605) for inclusion in Northwest's Original Tariff; and (2) update its list of non-conforming service agreements provided in the Tariff.

Service Agreement No. 137605

On April 24, 2009, Northwest and IGI entered this Service Agreement which included a non-conforming provision preventing IGI from having a Right of First Refusal ("ROFR") to extend

this Service Agreement beyond October 31, 2025. The Commission accepted Northwest's May 1, 2009 filing of this non-conforming Service Agreement on May 22, 2009 in Docket No. RP09-573. On February 17, 2023, Northwest and IGI restated this Service Agreement to extend its term through October 31, 2030 and included a similar non-conforming provision, that is the subject of this filing, preventing IGI from having a ROFR to extend this Service Agreement beyond October 31, 2035, which became possible because a separate Service Agreement No. 144135 was restated to extend the availability of this capacity through such date.

Accordingly, Northwest is submitting this restated Service Agreement for inclusion in the Original Volume, as required by the Commission.¹ Northwest is also revising the list of non-conforming service agreements included in the Tariff to include this restated contract.

Filings Pending Before the Commission

In compliance with Section 154.204(f) of the Commission's regulations, Northwest states that it has no other tariff filings pending before the Commission that may significantly impact this filing.

Effective Date and Waiver Request

Northwest requests that the proposed tariff records filed herein be made effective March 27, 2023 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.

Materials Submitted Herewith

In accordance with Section 154.7(a)(1) of the Commission's regulations, the following material is submitted herewith:

An eTariff .xml filing package, filed as a zip (compressed) file, containing:

- (1) The tariff records in RTF format with metadata attached;
- (2) A transmittal letter in PDF format;
- (3) A clean version of the tariff records in PDF format for publishing in eLibrary;
- (4) A marked version of the tariff records in accordance with Section 154.201(a) of the regulations; and
- (5) A copy of the complete filing in PDF format for publishing in eLibrary.

Posting and Certification of Service

In accordance with the provisions of Section 154.2(d) of the Commission's regulations, copies of this filing are available for public inspection, during regular business hours, in a convenient form and place at Northwest's main office at 2800 Post Oak Boulevard in Houston, Texas. In addition, in compliance with Section 154.7(b) of the Commission's regulations, Northwest certifies that

 $^{^1}$ 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)

copies of this filing will be served electronically upon Northwest's customers and upon interested state regulatory commissions.

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

Bela Patel Manager, Rates & Regulatory (713) 215-2659 Northwest Pipeline LLC P.O. Box 1396 Houston, Texas 77251-1396 bela.patel@williams.com Bruce Reemsnyder Senior Counsel (801) 584-6742 Northwest Pipeline LLC P.O. Box 58900

Salt Lake City, Utah 84158-0900 bruce.reemsnyder@williams.com

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

Respectfully submitted,

NORTHWEST PIPELINE LLC

Manager, Rates & Regulatory

Enclosures

NON-CONFORMING SERVICE AGREEMENTS (Continued)

| Name of Shipper/Agreement No. | Schedule | Agreement/ Amendment Date | Filed |
|---|----------|---------------------------------|----------|
| IGI Resources, Inc. (No. 137605) | | 10/13/09 02/17/23 (3) | |
| <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 |
| <pre>Intermountain Gas Company (No. 143037)</pre> | TF-1 | 08/14/19 | 10/01/19 |
| <pre>Intermountain Gas Company (No. 143072)</pre> | TF-1 | 09/26/19 | 10/01/19 |
| JP Morgan Chase Bank, N.A. (No. 144800) | TF-1 | 07/29/22 | 09/16/22 |
| Northwest Natural Gas Company (No. 100005) | TF-1 | 07/31/91 02/14/07 (2) | 03/28/07 |

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

⁽³⁾ Original Service Agreement, as amended, restates the ROFR end date.

Tariff Record 10.I.3 IGI Resources, Inc. Version 0.0.0

NON-CONFORMING SERVICE AGREEMENTS

IGI Resources, Inc.

Rate Schedule TF-1 Service Agreement Contract No. 137605

THIS SERVICE AGREEMENT (Agreement) by and between Northwest Pipeline LLC (Transporter) and IGI Resources, Inc. (Shipper) is made and entered into on February 17, 2023 and restates the Service Agreement made and entered into on April 03, 2018.

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.
- B. Significant events and previous amendments of Contract 137605 reflected in the contract restatement include:
 - 1. By Restatement dated September 23, 2009, Transporter and Shipper amended the Agreement to change the Primary Delivery Point from Nine Mile Falls to Spokane Mead. In addition, the three provisions pertaining to certain termination rights have been removed from Exhibit "B" since they were satisfied when: a) Transporter filed and received Commission approval for the necessary facilities; b) such approval was received prior to October 31, 2009; and c) the non-conforming provisions were filed on May 1, 2009 and FERC's approval was received on May 22, 2009. Also, the "Primary Term End Date" provision on Exhibit "B" has been modified to remove the "competing bid" reference that is no longer applicable.
 - 2. By Amendment dated October 13, 2009, Transporter and Shipper agreed to Relocate 2,841 Dth/day from the Spokane Mead delivery point to the Nine Mile Falls delivery point, change the Primary Term Begin Date from "Upon the later of the actual in-service date or the projected November 1, 2009 inservice date of the required new facilities" to "November 1, 2009", and remove the non-conforming provision entitled "Primary Term End Date" from Exhibit "B" as the Primary Term End Date has been determined to be October 31, 2019.
 - 3. By Restatement dated January 8, 2015, Transporter and Shipper agreed to amend the Primary Term End Date from October 31, 2019 to October 31, 2022.
 - 4. By Restatement dated April 3, 2018, Transporter and Shipper agreed to amend the Primary Term End Date from October 31, 2022 to October 31, 2025.
 - 5. Transporter and Shipper further agree to amend the Primary Term End Date from October 31, 2025 to October 31, 2030, and to add a revised Exhibit "B" stating Shipper's ROFR cannot extend beyond October 31, 2035.

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

Non-Conforming Service and Negotiated Rate Agreements

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 April 03, 2018, 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.

| IGI Resources, Inc. | Northwest Pipeline LLC |
|---------------------|-------------------------------------|
| By: /S/ | By: /S/ |
| Name: RANDY SCHULTZ | Name: GARY VENZ |
| Title: PRESIDENT | Title: Director Commercial Services |

EXHIBIT A

Dated and Effective February 17, 2023
to the

Rate Schedule TF-1 Service Agreement
(Contract No. 137605)
between Northwest Pipeline LLC
and IGI Resources, Inc.
SERVICE DETAILS

- 1. Transportation Contract Demand (CD): 10,000 Dth per day
- 2. Primary Receipt Point(s):

| | Maximum Daily |
|-----------------------|---------------|
| | Quantities |
| Point ID Name | (Dth) |
| 187 STANFIELD RECEIPT | 10,000 |
| Total | 10,000 |

3. Primary Delivery Point(s):

| | Maximum Daily | |
|---------------------|---------------|----------|
| | Delivery | Delivery |
| | Obligation | Pressure |
| Point ID Name | (Dth) | (psig) |
| 385 SPOKANE MEAD | 7,159 | 350 |
| 718 NINE MILE FALLS | 2,841 | 375 |
| Total | 10.000 | |

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
- $\hbox{b.}\quad \hbox{Volumetric Charge (per Dth): Maximum Base Tariff Rate, plus applicable surcharges}$
- c. Additional Facility Reservation Surcharge Pursuant to Section 3.4 of Rate Schedule TF-1 (per Dth of CD): None

Non-Conforming Service and Negotiated Rate Agreements

- 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: November 01, 2009
 - b. Primary Term End Date: October 31, 2030

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

- c. Evergreen Provision: Yes, standard bi-lateral evergreen under Section 12.2 (a) (iii) and (b) (iii) of Rate Schedule TF-1
- 7. Contract-Specific OFO Parameters and/or Alternative Actions in lieu of a Contract-Specific OFO:

None

- 8. Subordinate rights apply as defined in GT&C Section 1 Secondary Firm Service Rights with a Scheduling and Curtailment Priority per GT&C Section 12.1(b) (ii): No
- 9. Regulatory Authorization: 18 CFR 284.223
- 10. Additional Exhibits:

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

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- 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.
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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 April 03, 2018, 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

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| By: /S/ | By: /S/ |
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| Title: PRESIDENT | Title: Director Commercial Services |

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| 718 NINE MILE FALLS | 2,841 | 375 |
| Total | 10 000 | |

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

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