

## **PROJECT DESCRIPTION AND OPEN SEASON/REVERSE OPEN SEASON INFORMATION**

**Subject:** Binding Open Season and Reverse Open Season for Northwest Pipeline LLC's Huntingdon Connector Project.

Northwest Pipeline LLC ("Northwest") hereby announces that it is holding a binding open season ("Open Season") for its proposed Huntingdon Connector Project ("Project") and is soliciting binding commitments for year-round primary firm transportation service to be made available by a target in-service date of November 1, 2026, if the Project is authorized under the prior notice procedures of Northwest's blanket certificate and Part 157 Subpart F of the FERC's regulations, or October 1, 2028, if the Project is converted to an application for a case-specific certificate of public convenience and necessity under section 7(c) the Natural Gas Act. The purpose of the Project is to provide additional service from the Sumas Receipt Point to delivery points along the I-5 corridor on Northwest's existing interstate natural gas transportation system ("Northwest's System").

Concurrently with the Open Season, Northwest is soliciting offers for the permanent relinquishment of primary firm transportation service on Northwest's System in connection with the Project. Specifically, shippers under Rate Schedule TF-1 of Northwest' FERC Gas Tariff ("Tariff") holding primary firm transportation service within the path and direction of the Project (defined as "Relinquishment Path" below) may offer that capacity for relinquishment, subject to the conditions set forth below ("Reverse Open Season").

The Open Season and the Reverse Open Season will each commence at 5:00 p.m. CST on January 8, 2025, and end at 5:00 p.m. CST on January 22, 2025, (the "Open Season Period").

The Open Season / Reverse Open Season Notice, Binding Open Season Request Form, Irrevocable Offer to Relinquish Capacity and Pro Forma Confidentiality Agreement can be found at the following web address: [www.northwest.williams.com/NWP\\_Portal/downloadsOther.action](http://www.northwest.williams.com/NWP_Portal/downloadsOther.action)

Please contact Christine Wallat at 713-215-6371 or via email to [Christine.Wallat@Williams.com](mailto:Christine.Wallat@Williams.com) and Gary Venz @ 713-215-3687 or via email to [Gary.Venz@Williams.com](mailto:Gary.Venz@Williams.com) with any questions.

### **Project Description**

The Project will be an integrated expansion of Northwest's System where Northwest will construct the necessary facilities to provide up to 87,381 dth/d of additional primary firm transportation service on the Northwest System. Such facilities will include, but not be limited to, upgrading existing compressor units, restaging certain compressor units, installing new filters at certain compressor stations, and upgrading a meter station in the I-5 corridor to provide primary firm natural gas transportation service from the Sumas Receipt Point at milepost 1484.6 in Whatcom County, Washington, to the southern delivery points on Northwest's system listed below. By utilizing Northwest's existing assets to the greatest extent possible, the Project aims to minimize impacts to property owners and the environment while meeting the needs of prospective shippers for additional volume in this corridor.

The Project will consist of additional primary firm transportation service on Northwest's System extending along three paths.

**Path 1:** Sumas Primary Receipt Point at milepost 1484.6 in Whatcom County, Washington to any Primary Delivery Point location where there is delivery point space available on the mainline between milepost 1484.5 in Whatcom County, Washington and milepost 1472.2 in Whatcom County, Washington (i.e. the delivery location cannot be further north than milepost 1484.5 or further south than milepost 1472.2 on the mainline). The total additional primary firm transportation service currently being offered within Path 1 is 35,000 dth/d.

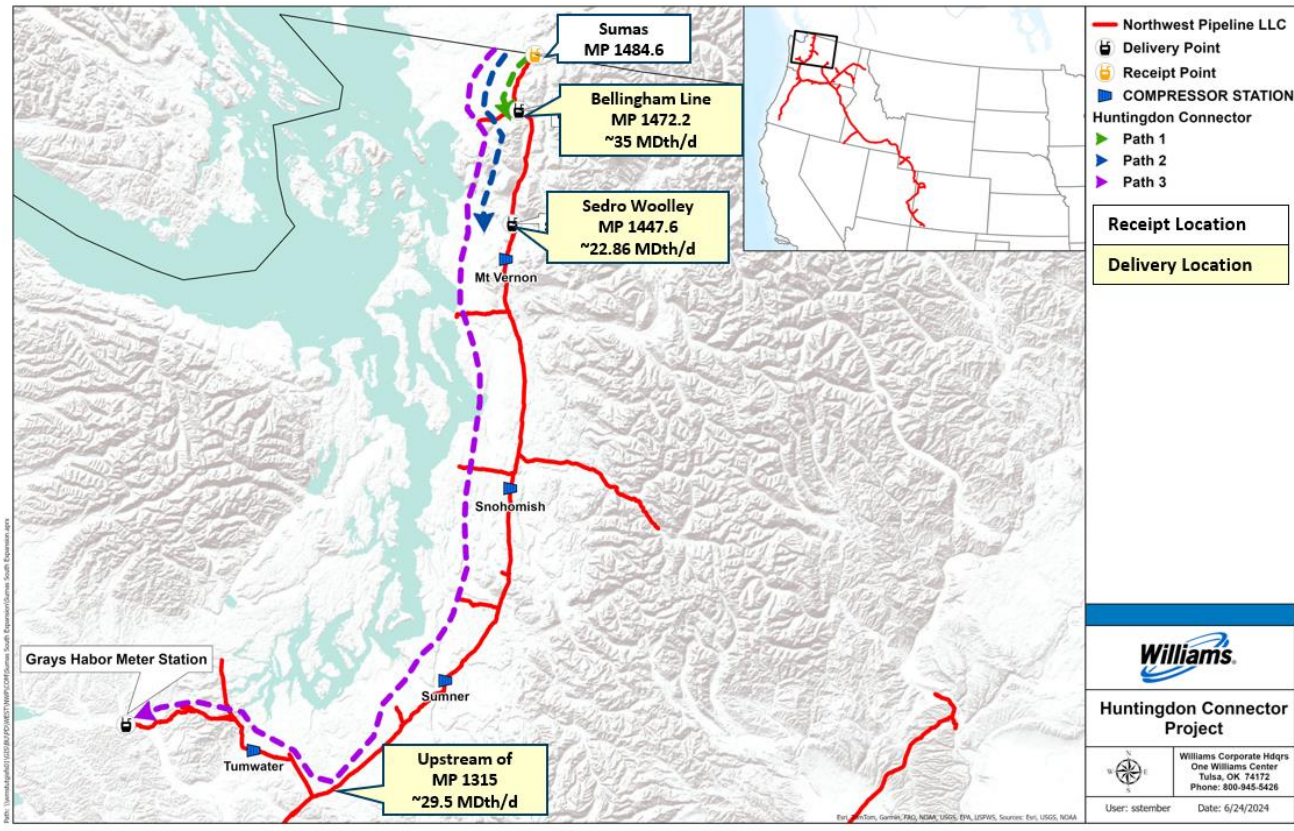
**Path 2:** Sumas Primary Receipt Point at milepost 1484.6 in Whatcom County, Washington to any Primary Delivery Point location where there is delivery point space available on the mainline between milepost 1472.1 in Whatcom County, Washington and milepost 1447.6 in Skagit County, Washington (i.e. the delivery location cannot be further north than milepost 1472.1 or further south than milepost 1447.6 on the mainline). The total additional primary firm transportation service currently being offered within Path 2 is 22,860 dth/d.

**Path 3:** Sumas Primary Receipt at milepost 1484.6 in Whatcom County, Washington to any Primary Delivery Point location where there is delivery point space available 1) on the mainline between milepost 1447.5 in Skagit County, Washington and milepost 1315 in Thurston County, Washington (i.e. the delivery location cannot be further north than milepost 1447.5 or further south than milepost 1315 on the mainline) or 2) on the Grays Harbor lateral or 3) at the Grays Harbor Meter Station. The total additional primary firm transportation service currently being offered within Path 3 is 29,521 dth/d.

Prior to commencement of the Open Season, Northwest executed a binding precedent agreement with an Anchor Shipper for most of the additional primary firm transportation service currently being offered under the Project. It is the Anchor Shipper's commitment to subscribe to most of the additional primary firm transportation service currently being offered under the Project and its agreement to the receipt and delivery profiles described herein that make the Project competitive and economically viable for Northwest to pursue. If requests for primary firm transportation service within any of the Paths during the Open Season should exceed the Project's current design, then Northwest, in its sole discretion, may elect to allocate to prospective shippers the primary firm transportation service being offered under the Project, increase the Project's design, or both.

Northwest may consider as part of the Project, but will not be obligated to accept, requests for delivery points other than those located within Path 1, Path 2 or Path 3 listed above. Any such requests for service will be considered non-conforming requests and may be rejected.

## Map



## Open Season

### Anchor Shipper Status

An “Anchor Shipper” under the Project shall be defined as a prospective shipper requesting for a primary term of 15 years or more the following Contract Demands: (a) 35,000 Dth/d within Path 1 (b) 22,860 Dth/d within Path 2, and (c) at least 25,000 Dth/d within Path 3.

## Rates

Prospective shippers shall pay the maximum recourse reservation rate under Rate Schedule TF-1 of the Tariff for the Service, as the same may be adjusted from time to time with FERC's approval ("Tariff Recourse Rate"). The Tariff Recourse Rate is currently \$.3725 per Dth/day. In addition to the Tariff Recourse Rate, prospective shippers must pay any applicable maximum volumetric charges, reservation surcharges, and other surcharges (i.e., ACA, CRM Surcharge, scheduled overrun, penalties, etc.), and provide prospective shipper's pro rata share of gas used for fuel (including lost or gained and unaccounted-for gas), each as approved by the Federal Energy Regulatory Commission ("FERC") under Rate Schedule TF-1 of the Tariff, as the same may be adjusted from time to time with FERC's approval.

## Term

Requests for primary firm transportation service under the Project must be for a primary term of at least fifteen (15) years. The requested primary term must be stated in whole years. A standard bi-lateral evergreen under Section 12.2 (a)(iii) and (b)(iii) of Rate Schedule TF-1 of the Tariff shall apply thereafter.

## Pro-Forma Precedent Agreement

Northwest will provide a copy of the “Pro-Forma Precedent Agreement For Firm Transportation Huntingdon Connector Project” upon request, *provided* the prospective shipper shall have first entered into the Pro-Forma Confidentiality Agreement. All requests for a copy of the Pro-Forma Precedent Agreement For Firm Transportation Huntingdon Connector Project should be directed to Christine Wallat at 713-215-6371 or via email to [Christine.Wallat@Williams.com](mailto:Christine.Wallat@Williams.com) and Gary Venz @ 713-215-3687 or via email to [Gary.Venz@Williams.com](mailto:Gary.Venz@Williams.com).

## Creditworthiness

The creditworthiness requirements of prospective shippers will be set forth in the Pro-Forma Precedent Agreement For Firm Transportation Huntingdon Connector Project. Any prospective shipper requesting primary firm transportation service under the Project must first complete and submit to Northwest the following online [Credit Application](#). Credit support, including but not limited to letters of credit and guaranties, may be required by Northwest upon execution of the completed precedent agreement.

## Open Season Procedure

Before the end of the Open Season Period (5:00 p.m. CST on January 22, 2025), any prospective shipper desiring to request primary firm transportation service under the Project must:

- 1) Enter into the Pro-Forma Confidentiality Agreement for the Project;
- 2) Request a copy of the Pro-Forma Precedent Agreement For Firm Transportation Huntingdon Connector Project; and
- 3) After completing steps 1) and 2):
  - a) submit via email to [NWPBD\\_Optimization@williams.com](mailto:NWPBD_Optimization@williams.com) an accurately and fully completed Binding Open Season Request Form; and
  - b) submit via online an accurately and fully completed [Credit Application](#).

Northwest may reject untimely, inaccurate, incomplete and/or non-conforming requests for primary firm transportation service under the Project. In addition, Northwest may reject requests for primary firm transportation service under the Project on a not unduly discriminatory basis.

By January 29, 2025, (or such later date as may be determined by Northwest), Northwest will deliver to each prospective shipper that has timely submitted a request for primary firm transportation service under the Project that is acceptable to Northwest, a completed precedent agreement ready for the prospective shipper’s execution. Such precedent agreement will be based on the information

contained in the prospective shipper's Binding Open Season Request Form and Credit Application, and the overall results of the Open Season. As more fully described below, the Contract Demand(s) contained in the completed precedent agreement delivered by Northwest may be different than the Contract Demand(s) requested in the prospective shipper's Binding Open Season Request Form. The prospective shipper will have until 5:00 p.m. CST on February 7, 2025, (or such later date as may be determined by Northwest) to execute and return the completed precedent agreement to Northwest.

#### Potential Changes to Contract Demand

If the total Contract Demands requested during the Open Season should exceed the Project's design, then Northwest, in its sole discretion, may elect to allocate the primary firm transportation service that will be available to prospective shippers under the Project, increase the Project's design, or both.

If Northwest elects to allocate the primary firm transportation service that will be available to prospective shippers under the Project, then allocation of primary firm transportation service under the Project will be performed separately for each of the three paths described above. The primary firm transportation service for a given path will first be allocated between Anchor Shippers and any remaining primary firm transportation service within such path will then be allocated between to non-Anchor Shippers. As between prospective shippers within the same class (Anchor Shippers or non-Anchor Shippers), primary firm transportation service within a given path will be allocated based on the highest net present value to Northwest, determined based on each prospective shipper's requested Contract Demand and Primary Term. If there is a tie between prospective shippers requesting Contract Demands within a given path, then such allocation will be proportionate to each tied prospective shipper's requested Contract Demand within such path.

Parties desiring more information regarding the Project or Open Season should contact Christine Wallat @ 713-215-6371 or Gary Venz @ 713-215-3687.

#### Reverse Open Season

Northwest is also conducting a Reverse Open Season to solicit offers for the permanent relinquishment of primary firm transportation service on Northwest's System in connection with the Project. Specifically, shippers under Rate Schedule TF-1 of Northwest's Tariff holding southbound primary firm transportation service within the path from Northwest's **Sumas Receipt Point to the Ignacio Delivery Point** ("Relinquishment Path") may offer to relinquish their capacity, subject to the conditions below. Northwest intends to combine any qualifying offers to relinquish capacity with proposed incremental capacity from the Project to render service under the Project. The Reverse Open Season will commence at 5:00 p.m. CST on January 8, 2025, and end at 5:00 p.m. CST on January 22, 2025. Accordingly, any shipper desiring to participate in the Reverse Open Season must complete, sign and return the Irrevocable Offer to Relinquish Capacity Form via email to [NWPBD\\_Optimization@williams.com](mailto:NWPBD_Optimization@williams.com) by no later than 5:00 p.m. (CST) on January 22, 2025.

Valid offers for the Reverse Open Season must be submitted in writing and meet the following criteria:

1. The capacity offered must be available year-round and must be wholly within the Relinquishment Path and direction of the Project;
2. Offers to relinquish capacity within a geographical segment may be rejected by Northwest on a not unduly discriminatory basis;
3. The capacity offered must result in a reduction of the facilities otherwise required to provide service under the Project;
4. Inclusion of the capacity offered in the Project must result in a lower cost of service for the Project than if the capacity offered were not included;
5. Offers to relinquish capacity that will result in an economic loss to Northwest with respect to the capacity offered will not be accepted;
6. The remaining contract term for the capacity offered must not exceed fifteen (15) years from and after the proposed in-service date of the Project;
7. Offers to relinquish capacity will not be accepted from any shipper contracting for service under the Project;
8. Offers to relinquish capacity must identify the specific contract(s), path(s) and quantity of capacity to be relinquished; and
9. Offers to relinquish capacity must be unconditional, binding and irrevocable.

Any shipper submitting an offer to relinquish capacity will be notified as to whether its offer complies with the requirements set forth herein and whether the capacity offered will be accepted and utilized to render service under the Project. If more capacity is offered than is needed for the Project, preference will be given to those offers that will reduce the cost of the Project by the largest amount. In the event of a tie, preference will be given to those offers having the shortest remaining contract term for the capacity to be relinquished.

Shippers relinquishing capacity hereunder will retain all rights and obligations set forth in their respective transportation service agreement(s) and under Northwest's Tariff until firm transportation service under the Project commences through the relinquished capacity, at which time the relinquishing shipper's transportation service agreement(s) will be terminated or amended at that time as necessary to reflect the relinquished capacity, all as further set forth in the agreements described in Paragraph 1 below. If the relinquished capacity is permanently released to another shipper prior to the in-service date of the Project, then the released capacity shall nonetheless remain subject to the terms and conditions of relinquishment hereunder.

Northwest's acceptance of capacity offered for relinquishment shall be subject to the following:

1. Execution and delivery by Northwest and shipper of (i) an agreement setting forth the terms and conditions governing the permanent relinquishment of such firm transportation capacity (such agreement to be provided by Northwest), and (ii) an agreement to amend or terminate, as applicable, the shipper's firm transportation service agreement(s) reflecting any necessary modifications resulting from such relinquishment; and
2. Execution and delivery by Northwest and prospective shipper(s) under the Project of firm service agreement(s) subscribing to all the Project's capacity, including such relinquished capacity; and
3. FERC's authorization of the proposed Project facilities and service (including approval of the capacity relinquishment) pursuant to either:
  - a. Northwest's prior notice filing for the proposed Project facilities and service (including approval of the capacity relinquishment) being deemed complete after the 60-day comment period; or
  - b. Receipt by Northwest of a certificate of public convenience and necessity from the FERC authorizing the proposed Project facilities and service (including approval of the capacity relinquishment) in a form acceptable to Northwest in its sole discretion; and
4. Northwest's placing into service the portion of the Project that utilizes the relinquished capacity.

Offers for permanent relinquishment hereunder shall be subject to the orders, rules and regulations of the FERC. Further, if the Project does not go forward for any reason, including, without limitation, the FERC authorization being granted in a form unacceptable to Northwest, the capacity relinquishment shall not be effectuated, and all agreements relating to the capacity relinquishment shall be null and void.

Shippers desiring more information regarding the Reverse Open Season should contact Christine Wallat at 713-215-6371, or Gary Venz @ 713-215-3687.