



April 15, 2010

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

Gas Transmission Northwest Corporation
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Houston, Texas 77002-2761

John A. Roscher
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Re: Gas Transmission Northwest Corporation
Negotiated Rate Agreement
Docket No. RP10- -

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act (“NGA”) and Part 154 of the Federal Energy Regulatory Commission’s (“FERC” or “Commission”) Regulations,¹ Gas Transmission Northwest Corporation (“GTN”) hereby submits for filing certain tariff sheets² to be part of its FERC Gas Tariff, Third Revised Volume No. 1-A (“Tariff”). These revised tariff sheets are being submitted to update GTN’s reporting of a negotiated rate transaction GTN has entered into with Sempra Energy Trading Corp (“Sempra Energy”). GTN requests that the Commission accept the proposed tariff sheets to be effective April 15, 2010.

The names, titles, mailing addresses, and telephone numbers of those persons to whom correspondence and communications concerning this filing should be addressed are as follows:

¹ 18 C.F.R. Part 154 (2010).

² Specifically, GTN is submitting Twenty-Third Revised Sheet No. 24, and Tenth Revised Sheet No. 27.

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* Persons designated for official service pursuant to Rule 2010.

Statement of the Nature, Reasons and Basis for Filing

This filing is being submitted to update GTN's reporting of negotiated rate transactions initiated in accordance with the Commission's October 28, 1999 Order in Docket No. RP99-518-000.³ Within GTN's Tariff, Sheet No. 24 identifies each negotiated rate agreement under Rate Schedule PS-1, including the shipper, the term of the contract, the contract quantity, the primary receipt and delivery points, and the footnote where the negotiated rate formula underlying the negotiated rate to be charged, if applicable, can be found. Sheet Nos. 25 through 29B list the footnotes that provide further detail for the various agreements listed on Sheet No. 24.

Specifically, GTN is modifying Sheet No. 24 to reflect a new negotiated rate agreement under Rate Schedule PS-1 with Sempra Energy. Service under the Sempra Energy agreement commences April 15, 2010. As a housekeeping measure, GTN is concurrently deleting an expired negotiated rate agreement from Sheet No. 24, along with its associated footnote 5 on Sheet No. 27. GTN is replacing footnote 5, on Sheet No. 27, with the rate details pertaining to the negotiated rate agreement between GTN and Sempra Energy that is the subject of the instant filing.

This negotiated rate agreement between GTN and Sempra Energy does not contain any provision that deviates in any material respect from GTN's PS-1 Form of Service Agreement in its Tariff.

³ PG&E Gas Transmission, Northwest Corporation, 89 FERC ¶ 61,114 (1999),

Effective Date and Request for Waiver

GTN requests that the Commission approve the tariff sheets included at Appendix A to be effective April 15, 2010, and respectfully requests waiver of Section 154.207 of the Commission's Regulations to allow for this effective date.⁴

Other Filings Which May Affect This Proceeding

There are no other filings before the Commission that may significantly affect the changes proposed herein.

Contents of Filing

In accordance with Section 154.7 of the Commission's Regulations, GTN is submitting the following, including an original and five (5) copies of items 1-3:

- 1) This transmittal letter;
- 2) The revised tariff sheets (Appendix A);
- 3) A red line strike-out version of the revised tariff sheets (Appendix B); and
- 4) A computer diskette containing the required electronic filing information for the above-referenced filing.

A copy hereof, together with all enclosures except for the computer diskette, is being served upon all jurisdictional customers and interested state regulatory agencies.

Please confirm receipt of this filing by so indicating on the enclosed copy of this filing and returning it to the undersigned in the envelope provided.

⁴ See Statement of Policy on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Services of Natural Gas Pipelines, 74 FERC ¶ 61,076 at 61,241-242 (1996) (indicating that the Commission will “readily grant requests to waive the 30-day notice requirement”).

Any questions regarding this filing may be directed to Joan Collins at (832) 320-5651.

Respectfully submitted,

A handwritten signature in black ink that reads "John A. Roscher". The signature is written in a cursive style with a long horizontal flourish extending to the right.

John A. Roscher
Director, Rates & Tariffs
Gas Transmission Northwest Corporation

Enclosures

Appendix A

STATEMENT OF EFFECTIVE RATES AND CHARGES
 FOR TRANSPORTATION OF NATURAL GAS
 (Continued)

NEGOTIATED RATE AGREEMENTS UNDER RATE SCHEDULE ITS-1, PS-1, AND AIS-1

SHIPPER	TERM OF CONTRACT	RATE SCHEDULE	DTH	Primary Receipt Point	Primary Delivery Point	Rate /2 /3
Powerex Corp./1	03/09/10- 01/31/11	PS-1	150,000	N/A	N/A	/8
Powerex Corp./1	08/01/09- 10/31/10	PS-1	150,000	N/A	N/A	/4
Powerex Corp./1	09/10/09- 09/30/10	PS-1	150,000	N/A	N/A	/7
Fortis Energy Marketing & Trading GP/1	11/21/09-	PS-1	100,000	N/A	N/A	/9
Sempra Energy Trading Corp./1	04/15/10- 01/31/11	PS-1	250,000	N/A	N/A	/5

STATEMENT OF EFFECTIVE RATES AND CHARGES
FOR TRANSPORTATION OF NATURAL GAS
(Continued)

NEGOTIATED RATE AGREEMENTS UNDER RATE SCHEDULE ITS-1, PS-1, AND AIS-1

Explanatory Footnotes for Negotiated Rates under Rate Schedule ITS-1, PS-1,
and AIS-1

5/ This agreement is for service under GTN's Rate Schedule PS-1. The fee charged for this service under this agreement shall be determined as follows:

Maximum Allowable Total Quantity to be Parked: 250,000 Dth
Maximum Allowable Daily Quantity to be Parked: 20,000 Dth per day (or as otherwise agreed upon by GTN and Sempra)
Allowable Period to Park Quantities: April 15 - April 30, 2010
Allowable Period to Withdraw Parked Quantities: January 1 - January 31, 2011
Total Charge US\$ (assessed May 2010): US\$302,500.00

Sempra Energy Trading Corp. ("Sempra") shall use good faith efforts to park gas on a ratable basis, up to the Maximum Allowable Daily Quantity to be Parked, or as otherwise mutually agreed and further subject to GTN's ability to park such quantities at the receipt point(s) specified in Sempra's Parking Service Agreement. In addition, Sempra shall use good faith efforts to withdraw all gas parked on a ratable basis, plus or minus 20%, or as otherwise mutually agreed between GTN and Sempra, and further subject to GTN's ability to redeliver such quantities at the same point(s) the gas was parked.

Any quantities Sempra parks on GTN's system in excess of the contracted quantity between April 15, 2010, through April 30, 2010 (the "Parking Period"), and any quantities parked in periods other than the Parking Period, shall be subject to GTN's maximum tariff rate or other such generally available system-wide discounted rate under Rate Schedule PS-1.

GTN shall reimburse Sempra \$0.20/Dth, up to the contracted quantity for any difference between the actual parked quantity during the Parking Period, and the contracted quantity, applicable to any nominated and otherwise confirmable quantities GTN was unable to park on its system during the Parking Period, which may be occasioned by restricted capacity, adverse inventory positions or GTN scheduling errors. Sempra is obligated to make nominations on all available nomination cycles during the day to be eligible for reimbursement. Sempra shall have the right to request on subsequent days the makeup of quantities GTN was unable to park.

GTN shall reimburse Sempra \$0.20/Dth, up to the quantity actually parked, for any quantities not withdrawn from GTN's system between January 1, 2011 and January 31, 2011 (the "Withdrawal Period") due to GTN's inability to accommodate a nominated and otherwise confirmable withdrawal for that quantity during the Withdrawal Period, which may be occasioned by restricted capacity, adverse inventory positions, or GTN scheduling errors. Sempra is obligated to make nominations on all available nomination cycles during the day to be eligible for reimbursement. Sempra shall have the right to request on subsequent days the makeup of quantities GTN was unable to withdraw.

6/ Reserved

Appendix B

STATEMENT OF EFFECTIVE RATES AND CHARGES
 FOR TRANSPORTATION OF NATURAL GAS
 (Continued)

NEGOTIATED RATE AGREEMENTS UNDER RATE SCHEDULE ITS-1, PS-1, AND AIS-1

SHIPPER	TERM OF CONTRACT	RATE SCHEDULE	DTH	Primary Receipt Point	Primary Delivery Point	Rate /2 /3
Powerex Corp./1	03/09/10-01/31/11	PS-1	150,000	N/A	N/A	/8
Powerex Corp./1	05/01/09-02/28/10	PS-1	155,000	N/A	N/A	/5
Powerex Corp./1	08/01/09-10/31/10	PS-1	150,000	N/A	N/A	/4
Powerex Corp./1	09/10/09-09/30/10	PS-1	150,000	N/A	N/A	/7
Fortis Energy Marketing & Trading GP/1	11/21/09-	PS-1	100,000	N/A	N/A	/9
<u>Sempra Energy Trading Corp./1</u>	<u>04/15/10-01/31/11</u>	<u>PS-1</u>	<u>250,000</u>	<u>N/A</u>	<u>N/A</u>	<u>/5</u>

STATEMENT OF EFFECTIVE RATES AND CHARGES
FOR TRANSPORTATION OF NATURAL GAS
(Continued)

NEGOTIATED RATE AGREEMENTS UNDER RATE SCHEDULE ITS-1, PS-1, AND AIS-1

Explanatory Footnotes for Negotiated Rates under Rate Schedule ITS-1, PS-1,
and AIS-1

5/ This agreement is for service under GTN's Rate Schedule PS-1. The fee charged for this service under this agreement shall be determined as follows:

Maximum Allowable Total Quantity to be Parked: ~~155,250,000~~ Dth
Maximum Allowable Daily Quantity to be Parked: ~~20% above daily ratable~~
~~Quantity, 000 Dth per day~~
(or as otherwise
_____ agreed upon by GTN and
Sempra
_____ Powerex Corp.)

Allowable Period to Park Quantities: ~~May 1, 2009~~ April
15 - April 30, 2010
~~May 31, 2009~~

Allowable Period to Withdraw Parked Quantities: ~~February 1, 2010~~ January
1 - January 31, 2011
~~February 28, 2010~~

Total Charge USD\$ (assessed ~~June 2009~~): ~~\$347,2~~ May 2010):
US\$302,500.00

~~Powerex~~Sempra Energy Trading Corp. ("Sempra") shall use good faith efforts to park all gas on a ratable basis, ~~plus or minus 20%~~ up to the Maximum Allowable Daily Quantity to be Parked, or as otherwise mutually agreed and further subject to GTN's ability to park such quantities at the receipt point(s) specified in ~~Powerex Corp. Sempra's~~ Sempra's Parking Service Agreement. In addition, ~~Powerex Corp. Sempra~~ shall use good faith efforts to withdraw all gas parked on a ratable basis, plus or minus 20%, or as otherwise mutually agreed between GTN and Sempra, and further subject to GTN's ability to redeliver such quantities at the same point(s) the gas was parked.

Any quantities ~~Powerex Corp. Sempra~~ parks on GTN's system in excess of the contracted quantity ~~between May 1, 2009~~ April 15, 2010, through May 31, 2009 April 30, 2010 (the "Parking Period"), and any quantities parked in periods other than ~~May 1, 2009 through May 31, 2009~~ the Parking Period, shall be subject to GTN's maximum tariff rate or other such generally available system-wide discounted rate under ~~rate schedule~~ Rate Schedule PS-1. ~~Any quantities withdrawn from GTN's Parking Service in February 2010, 2009 shall apply first to the quantities subject to this agreement and second to any quantities parked outside the bounds of this agreement.~~

GTN shall reimburse ~~Powerex Corp. Sempra~~ \$0.20/Dth, up to the contracted quantity for any difference between the actual parked quantity during ~~May 1, 2009 through May 31, 2009~~ the Parking Period, and the contracted quantity, applicable to any nominated and otherwise confirmable quantities GTN was unable to park on its system during ~~May 1, 2009 through May 31, 2009~~ the Parking Period, which may be occasioned by restricted capacity, adverse inventory positions or GTN scheduling errors. ~~Powerex Corp. Sempra~~ is obligated to make nominations on all available nomination cycles during the day to be eligible for reimbursement. Sempra shall have the right to request on subsequent days the makeup of quantities GTN was unable to park.

GTN shall reimburse Sempra \$0.20/Dth, up to the quantity actually parked, for any quantities not withdrawn from GTN's system between January 1, 2011 and January 31, 2011 (the "Withdrawal Period") due to GTN's inability to

~~accommodate a nominated and otherwise confirmable withdrawal for that quantity during the Withdrawal Period, which may be occasioned by restricted capacity, adverse inventory positions, or GTN scheduling errors. Semptra is obligated to make nominations on all available nomination cycles during the day to be eligible for reimbursement. Powerex Corp. shall have the right to request on subsequent days the makeup of quantities GTN was unable to park.~~

~~GTN shall reimburse Powerex Corp. \$0.20/Dth, up to the quantity actually parked, for any quantities not withdrawn from GTN's system during February 2010 due to GTN's inability to accommodate a nominated and otherwise confirmable withdrawal for that quantity during February 2010, which may be occasioned by restricted capacity, adverse inventory positions or GTN scheduling errors. Powerex Corp. is obligated to make nominations on all available nomination cycles during the day to be eligible for reimbursement. Powerex Corp. Semptra shall have the right to request on subsequent days the makeup of quantities GTN was unable to withdraw.~~

6/ Reserved