



July 9, 2010

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

**Gas Transmission Northwest Corporation**  
717 Texas Street, Suite 2400  
Houston, Texas 77002-2761

John A. Roscher  
Director, Rates & Tariffs

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Re: Gas Transmission Northwest Corporation  
Change in FERC Gas Tariff  
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,<sup>1</sup> and in compliance with the Commission’s order issued September 19, 2008, in Docket No. RM01-5-000,<sup>2</sup> Gas Transmission Northwest Corporation (“GTN”) hereby submits for filing certain tariff sections<sup>3</sup> to be part of its electronic FERC Gas Tariff – GTN Tariffs, Fourth Revised Volume No. 1-A (“Tariff”). These revised tariff sections are being submitted to add a Form of Master Service Agreement (“Master Service Agreement”) and an associated Form of Award Acknowledgement (“Award Acknowledgement”) to facilitate the provision of daily firm service on GTN. GTN requests that the Commission accept the proposed tariff sections to become effective August 9, 2010.

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<sup>1</sup> 18 C.F.R. Part 154 (2010).

<sup>2</sup> *Electronic Tariff Filings*, 124 FERC ¶ 61,270 (2008) (“Order No. 714”).

<sup>3</sup> Specifically, GTN is submitting proposed TABLE OF CONTENTS, Table of Contents, v.1.0.0 (“Section 1”); Form of Service Agreement, Master Service Agreement – Daily Firm, FTS-1, v.0.0.0 (“Section 7.7”); and Form of Service Agreement, Daily Firm, FTS-1 – Form of Award Acknowledgement, v.0.0.0 (“Section 7.7.1”).

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:

|  |   |
|--|---|
| John A. Roscher<br>Director, Rates and Tariffs   | * Eva Neufeld<br>Associate General Counsel  |
| * Joan F. Collins<br>Manager, Tariffs and Compliance<br>Gas Transmission Northwest Corporation<br>717 Texas Street, Suite 2400<br>Houston, Texas 77002-2761<br>Tel. (832) 320-5651<br>Fax (832) 320-6651<br>E-mail: joan_collins@transcanada.com | Gas Transmission Northwest Corporation<br>717 Texas Street, Suite 2400<br>Houston, Texas 77002-2761<br>Tel. (832) 320-5623<br>E-mail: eva_neufeld@transcanada.com |

\* Persons designated for official service pursuant to Rule 2010.

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

This filing is being submitted to add a Master Service Agreement and associated Award Acknowledgement to GTN's Tariff to facilitate GTN's ability to sell firm capacity under Rate Schedule FTS-1 on a daily basis.

Currently, GTN has the ability to sell firm capacity on a daily basis, although the process is made cumbersome by the fact that the current Form of Service Agreement applicable to firm transportation service under Rate Schedule FTS-1 is eight pages in length and requires a hard-copy signature. As such, daily contracting generally can not be accomplished in a timely, efficient manner.

By this filing, GTN is proposing to establish a Master Service Agreement that will act as a standing agreement between the pipeline and a shipper, enabling the shipper to contract for daily firm service by electronically signing a one-page Award Acknowledgement. The Award Acknowledgement will contain all of the information unique to a particular deal, such as maximum daily quantity, receipt and delivery points, and rate. In addition, shippers will have the ability to print the Award Acknowledgement in a form that mirrors the Form of Award Acknowledgement contained in GTN's Tariff.

The Master Service Agreement/Award Acknowledgement approach proposed herein will streamline the daily firm contracting process, thereby making daily firm service a viable alternative for GTN and its shippers.

#### Effective Date and Request for Waiver

GTN requests that the Commission accept the tariff sheets listed in Appendix A to become effective August 9, 2010.

#### 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 and Commission Order No. 714, GTN is submitting the following XML filing package, which includes:

- 1) This transmittal letter;
- 2) The revised tariff sections listed in Appendix A; and
- 3) A redlined version of the tariff sections in Appendix B.

#### Certificate of Service

As required by Sections 154.7(b) and 154.208 of the Commission's regulations, copies of this filing are being served on all of GTN's existing customers and interested state regulatory agencies. A copy of this letter, together with the other attachments, is available during regular business hours for public inspection at GTN's principal place of business.

Pursuant to Section 385.2005 and Section 385.2011(c) (5), the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best of his knowledge and belief. The undersigned possesses full power and authority to sign such filing.

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

## Modified Tariff Sections

| <u>Section</u> | <u>Version</u> | <u>Description</u> |
|----------------|----------------|--------------------|
| 1              | (v.1.0.0)      | Table of Contents  |

## New Tariff Sections

| <u>Section</u> | <u>Version</u> | <u>Description</u>                              |
|----------------|----------------|---|
| 7.7            | (v.0.0.0)      | Master Service Agreement – Daily Firm, FTS-1    |
| 7.7.1          | (v.0.0.0)      | Daily Firm, FTS-1–Form of Award Acknowledgement |

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FORM OF MASTER SERVICE AGREEMENT

APPLICABLE TO DAILY FIRM TRANSPORTATION SERVICE  
UNDER RATE SCHEDULE FTS-1

Master Service Agreement Number: \_\_\_\_\_

THIS Master Service Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Gas Transmission Northwest Corporation, a California corporation (hereinafter referred to as "GTN"),

and

\_\_\_\_\_, a corporation existing under the laws of the State or Province of \_\_\_\_\_, (hereinafter referred to as "Shipper").

WHEREAS, GTN owns and operates a natural gas pipeline transmission system which extends from a point of interconnection with the pipeline facilities of TransCanada PipeLines Limited B.C. System at the International Boundary near Kingsgate, British Columbia, through the states of Idaho, Washington and Oregon to a point of interconnection with Pacific Gas and Electric Company at the Oregon-California border near Malin, Oregon; and

WHEREAS, Shipper desires GTN to transport certain quantities of natural gas on a daily firm basis; and

WHEREAS, GTN is willing to transport certain quantities of natural gas for Shipper on a daily firm basis.

WHEREAS, GTN and Shipper acknowledge that this is a Master Service Agreement entered into for the purpose of facilitating the contracting process for daily firm service.

NOW, THEREFORE, the parties agree as follows:

I  
Scope of Agreement

1.1 GTN and Shipper agree that the term, maximum daily quantity, points of receipt and delivery, rates, and other such terms as applicable, for each transaction under this Agreement, shall be communicated by GTN to Shipper in an Award Acknowledgment and executed by Shipper to confirm such terms. Shipper must execute an Award Acknowledgement for each transaction prior to submitting a nomination.

- 1.2 The terms of any such Award Acknowledgment are hereby incorporated by reference in this Agreement. GTN and Shipper agree that each Award Acknowledgment shall be regarded as a single contract. GTN and Shipper agree that service provided under this Agreement is daily and will not carry a right of first refusal.

## II Governmental Authority

- 2.1 This Agreement is made pursuant to the regulations of the Federal Energy Regulatory Commission (FERC) contained in 18 CFR Part 284, as amended from time to time.
- 2.2 This Agreement is subject to all valid legislation with respect to the subject matters hereof, either state or federal, and to all valid present and future decisions, orders, rules, regulations and ordinances of all duly constituted governmental authorities having jurisdiction.
- 2.3 Shipper shall reimburse GTN for any and all filing fees incurred by GTN in seeking governmental authorization for the initiation, extension, or termination of service under this Agreement and Rate Schedule FTS-1. Shipper shall reimburse GTN for such fees at GTN's designated office within ten (10) days of receipt of notice from GTN that such fees are due and payable. Additionally, Shipper shall reimburse GTN for any and all penalty fees or fines assessed GTN caused by the negligence of Shipper in not obtaining all proper Canadian and domestic import/export licenses, surety bonds or any other documents and approvals related to the Canadian exportation and subsequent domestic importation of natural gas transported by GTN hereunder.

## III Quantity of Gas and Priority of Service

- 3.1 Subject to the terms and provisions of this Agreement and GTN's Transportation General Terms and Conditions applicable to Rate Schedule FTS-1, daily receipts of gas by GTN from Shipper at the point(s) of receipt shall be equal to daily deliveries of gas by GTN to Shipper at the point(s) of delivery; provided, however, Shipper shall deliver to GTN an additional quantity of natural gas at the point(s) of receipt as compressor station fuel, line loss and unaccounted for gas as specified in the Statement of Effective Rates and Charges applicable to Rate Schedule FTS-1.
- 3.2 The maximum quantities of gas to be delivered by GTN for Shipper's account at the point(s) of delivery shall be specified in the applicable Award Acknowledgement.
- 3.3 In providing service to its existing or new customers, GTN will use the priorities of service specified in Section 6.19 of GTN's Transportation General Terms and Conditions on file with the FERC.

- 3.4 Prior to initiation of service, Shipper shall provide GTN with any information required by the FERC, as well as all information identified in GTN's Transportation General Terms and Conditions applicable to Rate Schedule FTS-1.

IV  
Term of Agreement

- 4.1 This Agreement shall become effective \_\_\_\_\_, and shall continue in full force and effect until \_\_\_\_\_. This Agreement shall continue following expiration of the primary term, subject to cancellation by either party upon one month written notice or immediately upon mutual consent. (The term of each transaction shall be specified in the applicable Award Acknowledgement.)

V  
Points of Receipt and Delivery

- 5.1 The point(s) of receipt of gas deliveries to GTN shall be specified in the applicable Award Acknowledgement.
- 5.2 The point(s) of delivery of gas to Shipper shall be specified in the applicable Award Acknowledgement.
- 5.3 Shipper shall deliver or cause to be delivered to GTN the gas to be transported hereunder at pressures sufficient to deliver such gas into GTN's system at the point(s) of receipt. GTN shall deliver the gas to be transported hereunder to or for the account of Shipper at the pressures existing in GTN's system at the point(s) of delivery.

VI  
Operating Procedure

- 6.1 Shipper shall conform to the operating procedures set forth in GTN's Transportation General Terms and Conditions.
- 6.2 Nothing in Section 5.1 shall compel GTN to transport gas pursuant to Shipper's request on any given day. GTN shall have the right to interrupt or curtail the transport of gas for the account of Shipper pursuant to GTN's Transportation General Terms and Conditions applicable to Rate schedule FTS-1.

VII  
Rate(s), Rate Schedules,  
and General Terms and Conditions of Service

- 7.1 Shipper shall pay GTN each month for services rendered pursuant to this Agreement in accordance with GTN's Rate Schedule FTS-1, or superseding rate schedule(s), on file with and subject to the jurisdiction of FERC. In the event GTN and Shipper agree on a Negotiated Rate, that rate, and any provisions governing such Negotiated Rate, shall be set forth in the applicable Award Acknowledgement.
- 7.2 Shipper shall compensate GTN each month for compressor station fuel, line loss and other unaccounted for gas associated with this transportation service provided herein in accordance with GTN's Rate Schedule FTS-1, or superseding rate schedule(s), on file with and subject to the jurisdiction of FERC.
- 7.3 This Agreement in all respects shall be and remains subject to the applicable provisions of Rate Schedule FTS-1, or superseding rate schedule(s) and of the applicable Transportation General Terms and Conditions of GTN's FERC Gas Tariff, Fourth Revised Volume No. 1-A on file with the FERC, all of which are by this reference made a part hereof.
- 7.4 GTN shall have the unilateral right from time to time to propose and file with FERC such changes in the rates and charges applicable to transportation services pursuant to this Agreement, the rate schedule(s) under which this service is hereunder provided, or any provisions of GTN's Transportation General Terms and Conditions applicable to such services. Shipper shall have the right to protest any such changes proposed by GTN and to exercise any other rights that Shipper may have with respect thereto.

VIII  
Miscellaneous

- 8.1 This Agreement shall be interpreted according to the laws of the State of California.
- 8.2 Shipper warrants that upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified in the applicable Award Acknowledgement.
- 8.3 Shipper agrees to indemnify and hold GTN harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.

8.4 Unless herein provided to the contrary, any notice called for in this Agreement shall be in writing and shall be considered as having been given if delivered by registered mail or telex with all postage or charges prepaid, to either GTN or Shipper at the place designated below. Routine communications, including monthly statements and payment, shall be considered as duly delivered when received by ordinary mail. Unless changed, the addresses of the parties are as follows:

"GTN"        GAS TRANSMISSION NORTHWEST CORPORATION  
717 Texas Street, Suite 2400  
Houston, Texas 77002-2761  
Attention: Commercial Services

"Shipper"    \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
\_\_\_\_\_

8.5 A waiver by either party of any one or more defaults by the other hereunder shall not operate as a waiver of any future default or defaults, whether of a like or of a different character.

8.6 This Agreement may only be amended by an instrument in writing executed by both parties hereto.

8.7 Nothing in this Agreement shall be deemed to create any rights or obligations between the parties hereto after the expiration of the term set forth herein, except that termination of this Agreement shall not relieve either party of the obligation to correct any quantity imbalances or Shipper of the obligation to pay any amounts due hereunder to GTN.

8.8 This Agreement shall terminate upon the expiration of any transportation authority which is not superseded, for whatever reason, by permanent transportation authority.

8.9 Award Acknowledgement(s) for service under this Agreement is/are incorporated herein by reference and made a part hereof for all purposes.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the day and year first above written.

GAS TRANSMISSION NORTHWEST CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SHIPPER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FORM OF AWARD ACKNOWLEDGEMENT  
(For Use with Master Service Agreement)

This Award Acknowledgment is entered into by Gas Transmission Northwest Corporation (GTN) and \_\_\_\_\_ (Shipper); and

WHEREAS, Shipper and GTN have entered into Master Service Agreement No. \_\_\_\_\_ to facilitate the contracting process.

NOW, THEREFORE, Shipper and GTN agree that the terms below, together with the terms and conditions of the previously executed Master Service Agreement, constitute a single Transportation Service Agreement and fully describe the service to be provided and the rights and obligations of Shipper and GTN.

CONFIRMATION OF DAILY FIRM TRANSPORTATION SERVICE

|                |       |             |       |
|----------------|-------|-------------|-------|
| Contract No.:  | _____ | Start Date: | _____ |
| Rate Schedule: | _____ | End Date:   | _____ |
| MDQ:           | _____ | Rec. Point: | _____ |
|                |       | Del. Point: | _____ |

RATE INFORMATION

Total Rate: \_\_\_\_\_

Fuel to be provided in-kind in accordance with GTN tariff.  
Contract must be signed electronically via Pacific Express before nominations can be accepted.

Signed By: \_\_\_\_\_

Date: \_\_\_\_\_

# **Appendix B**

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## III Quantity of Gas and Priority of Service

3.1 Subject to the terms and provisions of this Agreement and GTN's Transportation General Terms and Conditions applicable to Rate Schedule FTS-1, daily receipts of gas by GTN from Shipper at the point(s) of receipt shall be equal to daily deliveries of gas by GTN to Shipper at the point(s) of delivery; provided, however, Shipper shall deliver to GTN an additional quantity of natural gas at the point(s) of receipt as compressor station fuel, line loss and unaccounted for gas as specified in the Statement of Effective Rates and Charges applicable to Rate Schedule FTS-1.

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Term of Agreement

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V  
Points of Receipt and Delivery

5.1 The point(s) of receipt of gas deliveries to GTN shall be specified in the applicable Award Acknowledgement.

5.2 The point(s) of delivery of gas to Shipper shall be specified in the applicable Award Acknowledgement.

5.3 Shipper shall deliver or cause to be delivered to GTN the gas to be transported hereunder at pressures sufficient to deliver such gas into GTN's system at the point(s) of receipt. GTN shall deliver the gas to be transported hereunder to or for the account of Shipper at the pressures existing in GTN's system at the point(s) of delivery.

VI  
Operating Procedure

6.1 Shipper shall conform to the operating procedures set forth in GTN's Transportation General Terms and Conditions.

6.2 Nothing in Section 5.1 shall compel GTN to transport gas pursuant to Shipper's request on any given day. GTN shall have the right to interrupt or curtail the transport of gas for the account of Shipper pursuant to GTN's Transportation General Terms and Conditions applicable to Rate schedule FTS-1.

VII  
Rate(s), Rate Schedules,  
and General Terms and Conditions of Service

- 7.1 Shipper shall pay GTN each month for services rendered pursuant to this Agreement in accordance with GTN's Rate Schedule FTS-1, or superseding rate schedule(s), on file with and subject to the jurisdiction of FERC. In the event GTN and Shipper agree on a Negotiated Rate, that rate, and any provisions governing such Negotiated Rate, shall be set forth in the applicable Award Acknowledgement.
- 7.2 Shipper shall compensate GTN each month for compressor station fuel, line loss and other unaccounted for gas associated with this transportation service provided herein in accordance with GTN's Rate Schedule FTS-1, or superseding rate schedule(s), on file with and subject to the jurisdiction of FERC.
- 7.3 This Agreement in all respects shall be and remains subject to the applicable provisions of Rate Schedule FTS-1, or superseding rate schedule(s) and of the applicable Transportation General Terms and Conditions of GTN's FERC Gas Tariff, Fourth Revised Volume No. 1-A on file with the FERC, all of which are by this reference made a part hereof.
- 7.4 GTN shall have the unilateral right from time to time to propose and file with FERC such changes in the rates and charges applicable to transportation services pursuant to this Agreement, the rate schedule(s) under which this service is hereunder provided, or any provisions of GTN's Transportation General Terms and Conditions applicable to such services. Shipper shall have the right to protest any such changes proposed by GTN and to exercise any other rights that Shipper may have with respect thereto.

VIII  
Miscellaneous

- 8.1 This Agreement shall be interpreted according to the laws of the State of California.
- 8.2 Shipper warrants that upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified in the applicable Award Acknowledgement.
- 8.3 Shipper agrees to indemnify and hold GTN harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.

8.4 Unless herein provided to the contrary, any notice called for in this Agreement shall be in writing and shall be considered as having been given if delivered by registered mail or telex with all postage or charges prepaid, to either GTN or Shipper at the place designated below. Routine communications, including monthly statements and payment, shall be considered as duly delivered when received by ordinary mail. Unless changed, the addresses of the parties are as follows:

"GTN" GAS TRANSMISSION NORTHWEST CORPORATION  
717 Texas Street, Suite 2400  
Houston, Texas 77002-2761  
Attention: Commercial Services

"Shipper" \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
\_\_\_\_\_

8.5 A waiver by either party of any one or more defaults by the other hereunder shall not operate as a waiver of any future default or defaults, whether of a like or of a different character.

8.6 This Agreement may only be amended by an instrument in writing executed by both parties hereto.

8.7 Nothing in this Agreement shall be deemed to create any rights or obligations between the parties hereto after the expiration of the term set forth herein, except that termination of this Agreement shall not relieve either party of the obligation to correct any quantity imbalances or Shipper of the obligation to pay any amounts due hereunder to GTN.

8.8 This Agreement shall terminate upon the expiration of any transportation authority which is not superseded, for whatever reason, by permanent transportation authority.

8.9 Award Acknowledgement(s) for service under this Agreement is/are incorporated herein by reference and made a part hereof for all purposes.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the day and year first above written.

GAS TRANSMISSION NORTHWEST CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SHIPPER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FORM OF AWARD ACKNOWLEDGEMENT  
(For Use with Master Service Agreement)

This Award Acknowledgment is entered into by Gas Transmission Northwest Corporation (GTN) and \_\_\_\_\_ (Shipper); and

WHEREAS, Shipper and GTN have entered into Master Service Agreement No. \_\_\_\_\_ to facilitate the contracting process.

NOW, THEREFORE, Shipper and GTN agree that the terms below, together with the terms and conditions of the previously executed Master Service Agreement, constitute a single Transportation Service Agreement and fully describe the service to be provided and the rights and obligations of Shipper and GTN.

CONFIRMATION OF DAILY FIRM TRANSPORTATION SERVICE

|                |                    |
|----------------|--------------------|
| Contract No.:  | <u>Start Date:</u> |
| Rate Schedule: | <u>End Date:</u>   |
| MDQ:           | <u>Rec. Point:</u> |
|                | <u>Del. Point:</u> |

RATE INFORMATION

Total Rate: \_\_\_\_\_

Fuel to be provided in-kind in accordance with GTN tariff.  
Contract must be signed electronically via Pacific Express before nominations can be accepted.

Signed By: \_\_\_\_\_

Date: \_\_\_\_\_