

**BEFORE THE  
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION**

TREE TOP, INC., a Washington Corporation	)	DOCKET UG-210745
	)	
Complainant,	)	
	)	
v.	)	
	)	
CASCADE NATURAL GAS CORPORATION, a Washington Corporation	)	
	)	
Respondent.	)	

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**EXH. BGM-5**

*Selection from NW Pipeline Fifth Revised Tariff (Nov. 10, 2017)*

**DIRECT TESTIMONY OF BRADLEY G. MULLINS**

**ON BEHALF OF**

**TREE TOP, INC.**

**April 8, 2022**











GENERAL TERMS AND CONDITIONS  
(Continued)

1. DEFINITIONS (Continued)

- c) For both a) and b) above, Related Income Taxes include a gross-up calculation to cover the income tax that Transporter must pay on the Related Income Taxes that are collected from the Shipper.

Renewable Natural Gas ("RNG"): Renewable Natural Gas, also known as biomethane, refers to the portion of biogas that has been purified. Sources may include landfill gas, dairies or feedlots, publicly owned treatment works, sewage treatment plants, and wastewater plants. RNG must conform to the gas quality specifications and testing/monitoring requirements in Section 3 of the GT&C and be free from bacteria, pathogens, and any other substances injurious to pipeline facilities or that would cause the gas to be unmarketable.

Scheduled Quantity: The quantity of gas Transporter has scheduled to transport from specific receipt point(s) to specific delivery point(s), Transportation Service Agreements or zones for a defined period pursuant to an executed Service Agreement; the quantity of gas Transporter has scheduled for aggregation/dis-aggregation from a Pool.

Secondary Firm Service Rights: For purposes of Section 12.1, the quantity of Secondary Firm Service Rights pursuant to a Firm Transportation Service Agreement at any Receipt and/or Delivery Point, on the mainline or on a lateral is equal to the Contract Demand on a Firm Service Agreement (as adjusted for any released capacity pursuant to Section 22) less the quantity at such point that is designated as Primary Firm Service Rights, as defined in Section 1.42.

- a) Secondary Firm Service Rights include rights designated as subordinate in any Firm Service Agreement with non-conforming provisions that have been approved by the Commission.
- b) Secondary Firm Service Rights include rights delineated in Rate Schedule TF-2, Section 11.

Service Requester: A Shipper or any other party that executes with Transporter a Business Associate Information form and/or a Trading Partner Agreement.

Shipper: A party that executes a Service Agreement with Transporter under one of the Rate Schedules contained in this tariff.

Shipper Imbalance: A Shipper Imbalance will result when there is a difference between a Shipper's scheduled net receipts and deliveries due to an upstream and/or downstream confirmation.

GENERAL TERMS AND CONDITIONS  
(Continued)

1. DEFINITIONS (Continued)

Thermally Equivalent: An equal number of Dths.

Trading Partner Agreement: An agreement entered into by Transporter and requesting party which governs the EDI between Transporter and Service Requester.

Transportation: The receipt of Shipper's gas at input points on Transporter's mainline transportation system (referred to as "Receipt Points") and the delivery of thermally equivalent quantities by Transporter to Shipper or for Shipper's account (after making allowance for any requisite fuel reimbursement furnished in-kind) at other points on Transporter's mainline transportation system (referred to as "Delivery Points") regardless of the direction of flow of gas in Transporter's pipelines between the Receipt and Delivery Points, or of changes in such directions of flow. Transportation also means the receipt of Shipper's gas for injection or liquefaction into Transporter's storage facilities and the storage and subsequent withdrawal or vaporization of thermally equivalent quantities, less fuel use, for Shipper's account. All storage references in this tariff, shall be considered to be a part of the term Transportation.

Transporter: Northwest Pipeline LLC, Northwest or Transportation Service Provider.



GENERAL TERMS AND CONDITIONS  
(Continued)

14. OPERATING CONDITIONS (Continued)

14.6 Declared Entitlement Period.

(a) General. A Declared Entitlement Period is a time period, declared by Transporter, during which unauthorized overrun or underrun provisions apply as a result of an interruption or curtailment due to capacity constraints (including constraints that cause Deficiency Periods as defined in Section 10.2 of Rate Schedule TF-1), supply interruptions, or the existence of any undertake or overtake situation which jeopardizes system integrity.

(b) Declared Entitlement Notice, Contents and Procedures.

(i) Declaration of Entitlement Period via Portal Posting

As early as reasonably possible but no later than two hours prior to commencement of the gas day, Transporter will notify Receiving Party(s) when a Declared Entitlement Period is in effect. Transporter may not announce a Declared Entitlement for the coming gas day after close of the confirmation process (Evening Nomination Cycle) on the day prior to such gas day unless (i) Transporter has given a warning based on available data by posting to Transporter's Designated Site the possibility of a Declared Entitlement Period prior to the close of such confirmation period, or (ii) changes to operational circumstances or data occur after the close of such confirmation process which Transporter determines require a Declared Entitlement.

Operating conditions that may trigger post-confirmation, same-day entitlements are extensive supply failure, storage facility failure, pipeline or compression failure, excess linepack drafting, unexpected and extremely cold weather, or firm curtailment. Transporter will provide Shippers with actual notice of such operating conditions in the form of posting an All Shippers Notice to Transporter's Designated Site. Each Shipper shall designate an operational contact, and/or a third party designee, for Transporter to notify on a 24-hour a day, 365 days a year basis. If Transporter is unable to notify any Shipper because that Shipper's contact is unavailable, such Shipper shall be solely responsible for any consequences arising from such failure of communication.

(ii) Declared Entitlement Period Notice

To issue a general system or customer-specific Declared Entitlement Period, Transporter will post an entitlement notification that contains the following:

- (a) Time and Date of issuance;
- (b) Date that the entitlement is considered effective;























