



Ruby Pipeline, LLC

October 24, 2024

Debbie-Anne A. Reese, Secretary
Federal Energy Regulatory Commission
888 First Street, NE, Room 1A
Washington, DC 20426

Re: Ruby Pipeline, LLC
Non-Conforming Agreement Amendment
Docket No. RP25-____-000

Dear Secretary Reese:

Ruby Pipeline, LLC (“Ruby”) hereby submits for filing with the Federal Energy Regulatory Commission (“Commission” or “FERC”) to become part of Ruby’s FERC Gas Tariff, Original Volume No. 1 (“Tariff”), the following revised tariff sections (the “Proposed Tariff Sections”) with a requested effective date of October 24, 2024.

| <u>Section Name</u> | <u>Section Version</u> |
|---|-------------------------------|
| Part I: Overview, Section 1 – Table of Contents | 14.0.0 |
| Part VII: Non-Conforming | 7.0.0 |
| Part VII: Non-Conforming, Section 17 – Cascade Natural Gas Corporation #61036000B | 2.0.0 |
| Part VII: Non-Conforming, Section 17.1 – Cascade Natural Gas #61036000B Exhibit A | 2.0.0 |
| Part VII: Non-Conforming, Section 17.2 – Cascade Natural Gas #61036000B Exhibit B | 2.0.0 |

Pursuant to Part 154 of the Commission’s regulations,¹ the following items are included in this filing:

1. An eTariff XML filing package containing the Proposed Tariff Sections in electronic format;
2. A PDF file of the clean Proposed Tariff Sections for posting in the Commission’s eLibrary;
3. A PDF file of the marked Proposed Tariff Sections for posting in the Commission’s eLibrary; and
4. This transmittal letter.

Statement of the Nature, Reasons, and Basis for the Proposed Changes

Pursuant to 18 CFR § 154.601, Ruby is submitting this instant filing to reflect one amended and restated non-conforming agreement, Contract No. 61036000B, with Cascade Natural Gas Corporation (“Cascade”) that, due to an administrative error, was not filed in the usual timely manner. Upon completion of a recent internal audit, it was discovered that an amendment to the Cascade non-

¹ 18 CFR § 154 (2024).

conforming agreement, with an effective date of November 1, 2014, was not submitted as required by Ruby's previous operator upon the amendment's execution.²

The changes to the amended and restated non-conforming contract are strictly limited to term of service and the Maximum Delivery Quantity. No other changes are being proposed and no changes have been made to the non-conforming language provisions, which were originally filed with the Commission on April 27, 2012, in Docket No. RP12-662-000, and approved by the Commission on May 22, 2012.³

Procedural Matters

Pursuant to the Commission's regulations, Ruby is submitting this filing via electronic filing. Ruby requests that the Commission grant all waivers of its regulations necessary for the Proposed Tariff Sections to become effective on October 24, 2024. If the Commission suspends the Proposed Tariff Sections, Ruby hereby moves to place the accepted Proposed Tariff Sections into effect at the end of the suspension period, if any, specified in the Commission order permitting the proposed changes to go into effect without change. If the Commission directs Ruby to change any aspect of Ruby's proposal prior to these Proposed Tariff Sections becoming effective, Ruby reserves the right to file a later motion to place the Proposed Tariff Sections into effect.

In compliance with 18 CFR § 154.204(f), Ruby states that it has no other filings pending before the Commission that will significantly affect the Proposed Tariff Sections tendered in this proceeding.

Ruby requests that all Commission orders and correspondence as well as pleadings and correspondence by other parties concerning this filing be served on each of the following:

L. Drew Cutright
Vice President, Regulatory Affairs
Tallgrass Energy, LP
370 Van Gordon Street
Lakewood, CO 80228
303-763-3438
drew.cutright@tallgrass.com

Stewart Merrick
Assistant General Counsel
Tallgrass Energy, LP
370 Van Gordon Street
Lakewood, CO 80228
801-230-8442
stewart.merrick@tallgrass.com

A copy of this filing is being served on Ruby's customers and all interested state commissions. A copy of this filing is also available for inspection during regular business hours at Ruby's office in Lakewood, Colorado.

Certification

The signature on this filing constitutes a certification that: (1) I have read the filing; (2) to the best of my knowledge and belief, the statements and information contained herein are true and correct; and (3) I possess full power and authority to sign this filing.

² Ruby was acquired by an affiliate of Tallgrass Energy, LP on January 13, 2023.

³ *Ruby Pipeline, L.L.C.*, Letter Order Pursuant to § 375.307, Docket No. RP12-622-000, Accession No. 20120522-3043 (May 22, 2012).

Debbie-Anne A. Reese, Secretary

October 24, 2024

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "L. Drew Cutright". The signature is stylized and cursive.

L. Drew Cutright

Vice President, Regulatory Affairs

Tallgrass Energy, LP

Authorized Representative of Ruby Pipeline, LLC

Clean Tariff Records

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List of Non-Conforming Agreements:

Cascade Natural Gas Corporation #61036000B
Pacific Gas and Electric Company #61009000-FTRUBY
Pacific Gas and Electric Company #61014000-FTRUBY

NON-CONFORMING AGREEMENTS

Pursuant to Transporter's "Negotiated Rate Non-Conforming Agreements" filing submitted in Docket No. RP11-2213-000, the non-conforming service agreements listed below (See Sections 1 and 3 through 16) reflect the previous GT&C section references from the Pro Forma Tariff submitted in CP09-54. For ease of reference, the following section references are provided in recognition of the current Tariff format.

| <u>Displayed Section Reference</u> | <u>Current Section Reference</u> |
|------------------------------------|----------------------------------|
| Section 31 | Section 4.13 |
| Section 28 | Section 29 |
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| Section 18.1 | Section 5.6(a) |
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| Section 17 | Cascade Natural Gas Corporation #61036000B |

TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT
DATED: November 1, 2014

The parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter: RUBY PIPELINE, L.L.C.**
 2. **Shipper: CASCADE NATURAL GAS CORPORATION**
 3. **Applicable Tariff:** Transporter's FERC Gas Tariff Original Volume No. 1, as the same may be amended or superseded from time to time ("the Tariff").
 4. **Primacy of Tariff and Incorporation by Reference:** This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of Rate Schedule FT and the General Terms and Conditions of the Tariff ("GT&C") as filed with, and made effective by, the FERC as same may change from time to time.
 5. **Transportation Service:** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall be on a firm basis. Receipt and delivery of quantities at secondary receipt point(s) and/or secondary delivery point(s) shall be in accordance with the Tariff.
 6. **Receipt and delivery points:** Shipper agrees to tender Natural Gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver Natural Gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
 7. **Rates and Surcharges:** As set forth in Exhibit B. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate pursuant to the rate provisions of Rate Schedule FT and Section 4.13 of the GT&C. Upon mutual agreement, the parties may also enter into a separate letter agreement or an electronic contract specifying any discount applicable to the Agreement.
 8. **Negotiated Rate Agreement:** Yes _____ No X
 9. **Term of Agreement:** Beginning: May 1, 2012
Extending through: October 31, 2039
- For capacity for the period between the months of November through April each year of the term described above.
10. A contractual right of first refusal shall not apply to this Agreement.
 11. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the parties: Firm Transportation Service Agreement No. 61036000A dated May 1, 2012.
 12. **Maximum Delivery Quantity ("MDQ"):** Winter.

| MDQ (Dth/d) | Effective Date |
|----------------|---------------------|
| 15,000 | 11/01/14 – 10/31/39 |
| Total: 15,000 | |

13. **Notices, Statements, and Bills:**

**To Shipper:
Invoices for Transportation:**

Cascade Natural Gas Corporation
8113 W. Grandridge Blvd.
Kennewick, WA 99336
Attn: Manager, Gas Supply

All Notices:

Cascade Natural Gas Corporation
8113 W. Grandridge Blvd.
Kennewick, WA 99336
Attn: Manager, Gas Supply

To Transporter: See "Points of Contact" in the Tariff.

14. **Changes in Rates and Terms.** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
15. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.
16. **Recovery for Carbon Tax and Greenhouse Gas Costs:** Transporter and Shipper agree that, except as otherwise expressly provided in this Section 16, and subject at all times to FERC's approval of the particular costs, cost recovery mechanism(s) and manner of recovery in question, it is their mutual intent that Transporter shall be entitled to recovery of Greenhouse Gas Emissions Costs incurred by Transporter attributable of natural gas transported for Shipper. As used herein "Greenhouse Gas Emissions Costs" means (i) the cost of any carbon emissions tax or other greenhouse gas assessment that is imposed on Transporter, (ii) the cost of any greenhouse gas mitigation efforts, including the costs of credits and offsets, that Transporter incurs to comply with any greenhouse gas laws, rules or regulations with respect to the Ruby Pipeline, and/or (iii) costs incurred under a voluntary program of greenhouse gas mitigation. If (i) Transporter is unsuccessful in having the FERC-approved Greenhouse Gas Emissions Costs incurred by it recovered through a FERC-approved surcharge applicable to all shippers on the Ruby Pipeline, and (ii) such amounts are recoverable only through Transporter's FERC-approved recourse rates, and (iii) the amount recovered through the recourse rates does not provide Transporter with full recovery of the Greenhouse Gas Emissions Costs incurred by it, then Shipper will agree to modify its discounted reservation rate under this Agreement by the same amount that Transporter's maximum reservation rate under Rate Schedule FT has been increased as a result of such costs.
17. **Termination Right:** If any aspect of this Agreement is determined to trigger the "Most Favored Nations" rate provisions of any other shipper's transportation agreement(s) with Transporter, then this Agreement shall become null and void *ab initio* and Transporter and Shipper shall take all steps necessary to execute an alternative form of Agreement placing the Transporter and Shipper into equivalent economic and operational positions without affecting said "Most Favored Nations" provisions. In addition, if any aspect of this Agreement is determined to be an unacceptable material deviation from the form of Transportation Service Agreement contained in the Ruby Tariff, Transporter and Shipper agree to take all steps necessary to execute an alternative form of Agreement placing the Transporter and Shipper into equivalent economic and operational positions in a manner acceptable to the FERC.

IN WITNESS WHEREOF, the parties have executed this Agreement.

TRANSPORTER:

RUBY PIPELINE, L.L.C.

By _____
Chris M Meyer
VP – Buisness Mgmt

SHIPPER:

CASCADE NATURAL GAS CORPORATION

By _____
Mike Gardner

(Print or type name)

Executive VP,
Combined Utilities Operations Support

(Print or type title)

EXHIBIT A

to

**TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE FT**

between

RUBY PIPELINE, L.L.C. (Transporter)
 and
CASCADE NATURAL GAS CORPORATION (Shipper)

DATED: November 1, 2014

Shipper's Maximum Delivery Quantity ("MDQ"): See Paragraph 12

| Primary Receipt Point(s) (Note 1) | Effective Dates | Primary Receipt Point Quantity (Dth per Day) (Note 2) | Minimum Pressure p.s.i.g. (Note 4) | Maximum Pressure p.s.i.g. (Note 4) |
|-----------------------------------|-----------------|---|------------------------------------|------------------------------------|
| Pearl Creek (PRL) | See ¶ 9 | See ¶ 12 | 720 | MAOP |

| Primary Delivery Point(s) (Note 1) | Effective Dates | Primary Delivery Point Quantity (Dth per Day) (Note 3) | Minimum Pressure p.s.i.g. (Note 5) | Maximum Pressure p.s.i.g. (Note 5) |
|------------------------------------|-----------------|--|---|---|
| Turquoise Flats (TQF) | See ¶ 9 | See ¶ 12 | Pressure sufficient to affect delivery into the receiving facilities against the pressures prevailing from time to time, but not in excess of the Maximum Delivery Point Pressure | 921 p.s.i.g. at the pressure transmitter at the point of custody transfer |

Notes:

- (1) Information regarding receipt and delivery point(s), including legal descriptions, measuring parties, and interconnecting parties, shall be posted on Transporter's Electronic Bulletin Board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each receipt point quantity may be increased by an amount equal to Transporter's FL&U percentages. Shipper shall be responsible for providing FL&U at each receipt point on a pro rata basis based on the quantities received on any Day at a receipt point divided by the total quantity delivered at all delivery points under this Transportation Service Agreement.

EXHIBIT A
(Cont.)

Notes: (Cont.)

- (3) The sum of the delivery quantities at all delivery point(s) shall not exceed Shipper's MDQ.
- (4) Pursuant to Section 18.1 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall cause the Gas to be tendered at the receipt point(s) at a pressure sufficient to enter Transporter's facilities against the pressure prevailing in Transporter's system from time to time, provided that Shipper shall not be required to tender gas at a pressure in excess of the amount listed as the Minimum Receipt Point Pressure. Shipper may not tender gas at a Point of Receipt at a pressure greater than the Maximum Receipt Point Pressure.
- (5) Minimum and Maximum Delivery Point Pressures. Transporter shall tender Gas at the delivery point(s) at pressures sufficient to affect delivery into the receiving facilities against the pressures prevailing from time to time. Transporter, however, shall not be required to deliver Gas at a pressure greater than the Maximum Delivery Point Pressure.

EXHIBIT B

to

**TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE FT**

between

RUBY PIPELINE, L.L.C. (Transporter)
 and
CASCADE NATURAL GAS CORPORATION (Shipper)

DATED: November 1, 2014

| Primary Receipt Point(s) | Primary Delivery Point(s) | Term of Rate | Reservation Rate | Commodity Rate | Fuel | Surcharges | Electric Power Cost |
|--------------------------|---------------------------|--------------|--------------------|----------------|----------|------------|---------------------|
| Pearl Creek (PRL) | Turquoise Flats (TQF) | See ¶ 9 | \$22.8125 (Note 1) | Maximum Rates | (Note 2) | (Note 3) | (Note 4) |

| Secondary Receipt Point(s) | Secondary Delivery Point(s) | Term of Rate | Reservation Rate | Commodity Rate | Fuel | Surcharges | Electric Power Cost |
|----------------------------|-----------------------------|--------------|--------------------|----------------|----------|------------|---------------------|
| All | All | See ¶ 9 | \$22.8125 (Note 1) | Maximum Rates | (Note 2) | (Note 3) | (Note 4) |

Notes:

- (1) As provided in Section 4.13 of the GT&C of Transporter's Tariff, the parties agree to the described discounted rate. The rate charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.
- (2) FL&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the parties.
- (3) Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as it may be changed from time to time, unless otherwise agreed to by the parties. If any greenhouse gas costs are imposed pursuant to GT&C Section 29, Shipper shall pay such tax or costs through an additional surcharge. Such surcharges are in addition to any taxes or assessments Shipper is required to pay pursuant to Section 24 of the GT&C.
- (4) EPC shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the parties.

Marked Tariff Records

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| Section 3 | Reserved |
| Section 4 | Reserved |
| Section 5 | Reserved |
| Section 6 | Reserved |
| Section 7 | Reserved |
| Section 8 | Reserved |
| Section 9 | Reserved |
| Section 10 | Reserved |
| Section 11 | Reserved |
| Section 12 | Pacific Gas and Electric Company #61009000-FTRUBY |
| Section 13 | Pacific Gas and Electric Company #61014000-FTRUBY |
| Section 14 | Reserved |
| Section 15 | Reserved |
| Section 16 | Reserved |
| Section 17 | Cascade Natural Gas Corporation #61036000 <u>BA</u> |

List of Non-Conforming Agreements:

Cascade Natural Gas Corporation #61036000BA
Pacific Gas and Electric Company #61009000-FTRUBY
Pacific Gas and Electric Company #61014000-FTRUBY

NON-CONFORMING AGREEMENTS

Pursuant to Transporter's "Negotiated Rate Non-Conforming Agreements" filing submitted in Docket No. RP11-2213-000, the non-conforming service agreements listed below (See Sections 1 and 3 through 16) reflect the previous GT&C section references from the Pro Forma Tariff submitted in CP09-54. For ease of reference, the following section references are provided in recognition of the current Tariff format.

| <u>Displayed Section Reference</u> | <u>Current Section Reference</u> |
|------------------------------------|----------------------------------|
| Section 31 | Section 4.13 |
| Section 28 | Section 29 |
| Section 20.1(b) | Section 8.1(b)(ii) |
| Section 18.1 | Section 5.6(a) |
| Section 17 | Section 24 |

| | |
|------------|---|
| Section 1 | Reserved |
| Section 2 | Reserved |
| Section 3 | Reserved |
| Section 4 | Reserved |
| Section 5 | Reserved |
| Section 6 | Reserved |
| Section 7 | Reserved |
| Section 8 | Reserved |
| Section 9 | Reserved |
| Section 10 | Reserved |
| Section 11 | Reserved |
| Section 12 | Pacific Gas and Electric Company #61009000-FTRUBY |
| Section 13 | Pacific Gas and Electric Company #61014000-FTRUBY |
| Section 14 | Reserved |
| Section 15 | Reserved |
| Section 16 | Reserved |
| Section 17 | Cascade Natural Gas Corporation #61036000 BA |

**TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT**

DATED: ~~November 1, 2014~~ May 1, 2012

The parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter: RUBY PIPELINE, L.L.C.**
2. **Shipper: CASCADE NATURAL GAS CORPORATION**
3. **Applicable Tariff:** Transporter's FERC Gas Tariff Original Volume No. 1, as the same may be amended or superseded from time to time ("the Tariff").
4. **Primacy of Tariff and Incorporation by Reference:** This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of Rate Schedule FT and the General Terms and Conditions of the Tariff ("GT&C") as filed with, and made effective by, the FERC as same may change from time to time.
5. **Transportation Service:** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall be on a firm basis. Receipt and delivery of quantities at secondary receipt point(s) and/or secondary delivery point(s) shall be in accordance with the Tariff.
6. **Receipt and delivery points:** Shipper agrees to tender Natural Gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver Natural Gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate pursuant to the rate provisions of Rate Schedule FT and Section 4.13 of the GT&C. Upon mutual agreement, the parties may also enter into a separate letter agreement or an electronic contract specifying any discount applicable to the Agreement.
8. **Negotiated Rate Agreement:** Yes _____ No X
9. **Term of Agreement:** Beginning: May 1, 2012
Extending through: October 31, ~~2039~~2037

For capacity for the period between the months of November through April each year of the term described above.

10. A contractual right of first refusal shall not apply to this Agreement.
11. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the parties: Firm Transportation Service Agreement No. 61036000A dated ~~May 1, 2012~~January 9, 2012.
12. **Maximum Delivery Quantity ("MDQ"):** Winter.

| MDQ (Dth/d) | Effective Date |
|---------------------------------|---|
| 15,000 <u>40,000</u> | 11/01/14 – 10/31/39 <u>11/01/12 – 10/31/37</u> |
| Total: <u>15,000</u> | |

13. **Notices, Statements, and Bills:**

**To Shipper:
Invoices for Transportation:**

Cascade Natural Gas Corporation
8113 W. Grandridge Blvd.
Kennewick, WA 99336
Attn: Manager, Gas Supply

All Notices:

Cascade Natural Gas Corporation
8113 W. Grandridge Blvd.
Kennewick, WA 99336
Attn: Manager, Gas Supply

To Transporter: See "Points of Contact" in the Tariff.

14. **Changes in Rates and Terms.** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
15. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.
16. **Recovery for Carbon Tax and Greenhouse Gas Costs:** Transporter and Shipper agree that, except as otherwise expressly provided in this Section 16, and subject at all times to FERC's approval of the particular costs, cost recovery mechanism(s) and manner of recovery in question, it is their mutual intent that Transporter shall be entitled to recovery of Greenhouse Gas Emissions Costs incurred by Transporter attributable of natural gas transported for Shipper. As used herein "Greenhouse Gas Emissions Costs" means (i) the cost of any carbon emissions tax or other greenhouse gas assessment that is imposed on Transporter, (ii) the cost of any greenhouse gas mitigation efforts, including the costs of credits and offsets, that Transporter incurs to comply with any greenhouse gas laws, rules or regulations with respect to the Ruby Pipeline, and/or (iii) costs incurred under a voluntary program of greenhouse gas mitigation. If (i) Transporter is unsuccessful in having the FERC-approved Greenhouse Gas Emissions Costs incurred by it recovered through a FERC-approved surcharge applicable to all shippers on the Ruby Pipeline, and (ii) such amounts are recoverable only through Transporter's FERC-approved recourse rates, and (iii) the amount recovered through the recourse rates does not provide Transporter with full recovery of the Greenhouse Gas Emissions Costs incurred by it, then Shipper will agree to modify its discounted reservation rate under this Agreement by the same amount that Transporter's maximum reservation rate under Rate Schedule FT has been increased as a result of such costs.
17. **Termination Right:** If any aspect of this Agreement is determined to trigger the "Most Favored Nations" rate provisions of any other shipper's transportation agreement(s) with Transporter, then this Agreement shall become null and void *ab initio* and Transporter and Shipper shall take all steps necessary to execute an alternative form of Agreement placing the Transporter and Shipper into equivalent economic and operational positions without affecting said "Most Favored Nations" provisions. In addition, if any aspect of this Agreement is determined to be an unacceptable material deviation from the form of Transportation Service Agreement contained in the Ruby Tariff, Transporter and Shipper agree to take all steps necessary to execute an alternative form of Agreement placing the Transporter and Shipper into equivalent economic and operational positions in a manner acceptable to the FERC.

IN WITNESS WHEREOF, the parties have executed this Agreement.

TRANSPORTER:

SHIPPER:

RUBY PIPELINE, L.L.C.

CASCADE NATURAL GAS CORPORATION

By _____
Chris M Meyer~~Thomas L. Price~~
VP – Buisness Mgmt~~Vice President, Marketing~~

By _____
Mike Gardner~~Dennis L. Haider~~
(Print or type name)

Executive V~~Pice~~ President,
Combined Utilities Operations Support Gas Supply
and Business Development
(Print or type title)

EXHIBIT A

to

**TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE FT**

between

RUBY PIPELINE, L.L.C. (Transporter)
 and
CASCADE NATURAL GAS CORPORATION (Shipper)

DATED: ~~November 1, 2014~~ **May 1, 2012**

Shipper's Maximum Delivery Quantity ("MDQ"): See Paragraph 12

| Primary Receipt Point(s) (Note 1) | Effective Dates | Primary Receipt Point Quantity (Dth per Day) (Note 2) | Minimum Pressure p.s.i.g. (Note 4) | Maximum Pressure p.s.i.g. (Note 4) |
|-----------------------------------|-----------------|---|------------------------------------|------------------------------------|
| Pearl Creek (PRL) | See ¶ 9 | See ¶ 12 | 720 | MAOP1,000 |

| Primary Delivery Point(s) (Note 1) | Effective Dates | Primary Delivery Point Quantity (Dth per Day) (Note 3) | Minimum Pressure p.s.i.g. (Note 5) | Maximum Pressure p.s.i.g. (Note 5) |
|------------------------------------|-----------------|--|---|---|
| Turquoise Flats (TQF) | See ¶ 9 | See ¶ 12 | Pressure sufficient to affect delivery into the receiving facilities against the pressures prevailing from time to time, but not in excess of the Maximum Delivery Point Pressure | 921 p.s.i.g. at the pressure transmitter at the point of custody transfer |

Notes:

- (1) Information regarding receipt and delivery point(s), including legal descriptions, measuring parties, and interconnecting parties, shall be posted on Transporter's Electronic Bulletin Board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each receipt point quantity may be increased by an amount equal to Transporter's FL&U percentages. Shipper shall be responsible for providing FL&U at each receipt point on a pro rata basis based on the quantities received on any Day at a receipt point divided by the total quantity delivered at all delivery points under this Transportation Service Agreement.

EXHIBIT A
(Cont.)

Notes: (Cont.)

- (3) The sum of the delivery quantities at all delivery point(s) shall not exceed Shipper's MDQ.
- (4) Pursuant to Section 18.1 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall cause the Gas to be tendered at the receipt point(s) at a pressure sufficient to enter Transporter's facilities against the pressure prevailing in Transporter's system from time to time, provided that Shipper shall not be required to tender gas at a pressure in excess of the amount listed as the Minimum Receipt Point Pressure. Shipper may not tender gas at a Point of Receipt at a pressure greater than the Maximum Receipt Point Pressure.
- (5) Minimum and Maximum Delivery Point Pressures. Transporter shall tender Gas at the delivery point(s) at pressures sufficient to affect delivery into the receiving facilities against the pressures prevailing from time to time. Transporter, however, shall not be required to deliver Gas at a pressure greater than the Maximum Delivery Point Pressure.

EXHIBIT B

to

**TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE FT**

between

RUBY PIPELINE, L.L.C. (Transporter)
 and
CASCADE NATURAL GAS CORPORATION (Shipper)

DATED: ~~November 1, 2014~~ May 1, 2012

| Primary Receipt Point(s) | Primary Delivery Point(s) | Term of Rate | Reservation Rate | Commodity Rate | Fuel | Surcharges | Electric Power Cost |
|--------------------------|---------------------------|--------------|--------------------|----------------|----------|------------|---------------------|
| Pearl Creek (PRL) | Turquoise Flats (TQF) | See ¶ 9 | \$22.8125 (Note 1) | Maximum Rates | (Note 2) | (Note 3) | (Note 4) |

| Secondary Receipt Point(s) | Secondary Delivery Point(s) | Term of Rate | Reservation Rate | Commodity Rate | Fuel | Surcharges | Electric Power Cost |
|----------------------------|-----------------------------|--------------|--------------------|----------------|----------|------------|---------------------|
| All | All | See ¶ 9 | \$22.8125 (Note 1) | Maximum Rates | (Note 2) | (Note 3) | (Note 4) |

Notes:

- (1) As provided in Section 4.13 of the GT&C of Transporter's Tariff, the parties agree to the described discounted rate. The rate charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.
- (2) FL&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the parties.
- (3) Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as it may be changed from time to time, unless otherwise agreed to by the parties. If any greenhouse gas costs are imposed pursuant to GT&C Section 29, Shipper shall pay such tax or costs through an additional surcharge. Such surcharges are in addition to any taxes or assessments Shipper is required to pay pursuant to Section 24 of the GT&C.
- (4) EPC shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the parties.