



and is doing, business in the states of Texas, New Mexico, Oklahoma, Kansas, Nebraska, Iowa, Illinois, Minnesota, Michigan, Wisconsin and South Dakota.

## **II** **BACKGROUND**

Section 32(F), Resolution of Imbalances, on Original Sheet No. 269 of the General Terms and Conditions of Northern's Tariff, states that shippers will have until the 12th business day of the month to elect which imbalance resolution mechanism(s) to use and the volumes associated with each imbalance resolution mechanism. If the customer elects monthly imbalance trading, final notification is due to Northern by the 17th business day of the month. Any volumes not designated within the Tariff notice period to be resolved either by using trading, imbalance-to-storage, or in-kind resolution, will automatically be cashed out.

CenterPoint has communicated that it intended to use the imbalance to storage election for its February 2021 imbalance but did not make the election within the required timeframe. CenterPoint advises that it had a new employee managing the imbalance elections that inadvertently failed to make the election. This instance, CenterPoint advises, was principally due to the significant operational and administrative burdens placed upon it, like all energy participants, from the sustained cold weather period in February 2021. CenterPoint's activity for February 2021 resulted in a monthly imbalance owed to Northern in the amount of 27,307 Dth.<sup>1</sup> As the imbalance election was not made within the required timeline stated in Northern's Tariff, CenterPoint's imbalance will be cashed out for February 2021 unless the Commission grants this waiver. Northern is requesting Commission authorization to permit CenterPoint's out-of-time election to have the imbalance resolved as an imbalance-to-storage.

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<sup>1</sup> At a cash out price of \$87.1539 per Dth, the cash out value from CenterPoint to Northern is \$2,379,912.

### III

#### **AUTHORIZATION REQUESTED**

By this petition, Northern specifically requests a waiver of its Tariff as necessary to allow CenterPoint to resolve its February 2021 imbalance volumes using the imbalance-to-storage option rather than cashing-out the imbalance.

In an effort to minimize the impact to the customer, Northern further states that it plans to proceed by billing the imbalance resolution as a current month imbalance-to-storage election as if the waiver has been granted rather than creating a prior period adjustment. Northern requests any approval or waiver as necessary for such billing. However, should the Commission deny this waiver request, Northern will make all retroactive billing adjustments as necessary.

### IV

#### **JUSTIFICATION FOR WAIVER**

Waiver of the Tariff provision here is justified under the Commission's criteria for analysis of such waiver requests:<sup>2</sup> (1) Northern submits this request based upon CenterPoint's unintentional omission in good faith as soon as practicable following discovery thereof and not due to any bad faith; (2) the waiver is limited in scope; (3) the waiver addresses a concrete and discrete problem; and (4) granting the waiver will not result in undesirable consequences for CenterPoint or any other customer.

Granting of the waiver will allow the affected customer on Northern's system to resolve its February 2021 imbalance as originally intended. No party will be harmed by approval of the waiver.

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<sup>2</sup> Under the four-factor test, the Commission has considered whether (1) the applicant acted in good faith; (2) the waiver is of limited scope; (3) the waiver addresses a concrete problem; and (4) the waiver does not have undesirable consequences, such as harming third parties. *See Midcontinent Independent System Operator, Inc.*, 154 FERC ¶ 61,059, at P 13 (2016).

V  
**CONCLUSION**

For the reasons set forth herein, Northern respectfully requests that the Commission grant a limited waiver of Northern's Tariff, as well as any other authorizations deemed necessary, to permit CenterPoint to use the imbalance-to-storage option for its February 2021 imbalance and to permit Northern to utilize the billing described herein. Granting of the waiver will not impact service to other transportation or storage customers in any way.

WHEREFORE, Northern requests waiver of the applicable provisions of Northern's Tariff in accordance with this petition.

Respectfully submitted,

NORTHERN NATURAL GAS COMPANY

By: /s/ JoAnna S. DeWald

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Dated: March 19, 2021

**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served the foregoing Petition upon all affected customers of Northern Natural Gas Company and state regulatory commissions.

Dated at Omaha, Nebraska, this 19th day of March 2021.

/s/ Barbara Bischoff  
Barbara Bischoff