

FEDERAL ENERGY REGULATORY COMMISSION  
WASHINGTON, DC 20426

OFFICE OF ENERGY MARKET REGULATION

Northern Natural Gas Company  
Docket No. RP25-12-000

Issued: October 17, 2024

On October 1, 2024, Northern Natural Gas Company filed tariff records<sup>1</sup> to reflect a non-conforming service agreement with Iogen RC Fuels LP. Pursuant to authority delegated to the Director, Division of Pipeline Regulation, under 18 C.F.R. § 375.307, the tariff records are accepted, effective November 1, 2024, as requested.

The filing was publicly noticed. No protests or adverse comments were filed. Pursuant to Rule 214 of the Commission's regulations (18 C.F.R. § 385.214), notices of intervention, timely-filed motions to intervene, and any unopposed motions to intervene out-of-time filed before the issuance date of this order are granted.

This action shall not be construed as a waiver of the requirements of section 7 of the Natural Gas Act, as amended; nor shall it be construed as constituting approval of the referenced filing or of any rate, charge, classification, or any rule, regulation, or practice affecting such rate or service contained in the applicant's tariff; nor shall such acceptance be deemed as recognition of any claimed contractual right or obligation associated therewith; and such acceptance is without prejudice to any findings or orders which have been or may hereafter be made by the Commission in any proceeding now pending or hereafter instituted by or against the applicant.

This order constitutes final agency action. Requests for rehearing by the Commission may be filed within 30 days of the date of issuance of this order, pursuant to 18 C.F.R. § 385.713.

Issued by: Marsha K. Palazzi, Director, Division of Pipeline Regulation

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<sup>1</sup> Northern Natural Gas Company, FERC Gas Tariffs, [Part 6, Non-Conforming Agreements \(1.0.0\)](#); [Non-Conforming SAs, Index \(1.0.0\)](#); and [Section No. 10, Iogen RC Fuels LP 143571 \(0.0.0\)](#).

Tariff record(s) to be inserted into your copy of  
Northern Natural Gas Company's FERC Gas Tariff,  
Seventh Revised Volume No. 1

**NON-CONFORMING SERVICE AGREEMENTS**

Name of Shipper/Agreement No.	Rate Schedule	Agreement/ Amendment Date	Date Filed
CenterPoint Energy Minnesota Gas Contract No. 111461	TFX	11/01/2007	02/11/2005
Black Hills Utility Holdings, Inc. Contract No. 111169, Amendment 5	TFX	04/01/2014	02/28/2014
Metropolitan Utilities District Contract No. 21385, Amendment 61	TF	01/01/2013	11/21/2012
Northern States Power Company – Minnesota Contract No. 112184, as Amended	TFX	11/01/2007	04/07/2006
Northern States Power Company – Minnesota Contract No. 112186, as Amended	TFX	11/01/2007	04/07/2006
Northern States Power Company – Minnesota Contract No. 112182, as Amended	TF	11/01/2007	04/07/2006
Northern States Power Company – Minnesota Contract No. 112185, as Amended	TFX	11/01/2007	10/16/2006
Northern States Power Company – Minnesota Contract No. 112183, as Amended	TF	11/01/2007	04/07/2006
Northern States Power – Generation Contract No. 112203, as Amended	TFX	11/01/2007	04/07/2006
Flint Hills Resources, LP Contract No. 111404, Amendment 7	TFX	12/01/2013	10/31/2013
Madison Gas and Electric Company Contract No. 21340, Amendment 32	TF	09/01/2005	06/11/2010
Denver City Energy Associates, L.P. GS Electric Generating Cooperative, Inc. Contract No. 103807	IDD	10/01/1998	06/15/2011

Name of Shipper/Agreement No.	Rate Schedule	Agreement/ Amendment Date	Date Filed
Denver City Energy Associates, L.P. GS Electric Generating Cooperative, Inc. Contract No. 103810	TI	10/01/1998	06/15/2011
Minnesota Energy Resources Corporation Contract No. 112495, Amendment 50 Precedent Agreement, Contract No. 601987, Amendment 1 Contract No. 112486, Amendment 31	TF	11/01/2017	05/01/2017
CenterPoint Energy Resources Corp., D/B/A CenterPoint Energy Minnesota Gas Precedent Agreement, Contract No. 602204 Contract No. 134029	TFX	11/01/2018	08/01/2018
OCI Fuels B.V. Contract No. 137313	IDD	07/30/2020	06/30/2020
Iogen RC Fuels LP Contract No. 143571	TI	11/01/2024	10/01/2024

Tariff record(s) to be inserted into your copy of  
Northern Natural Gas Company's FERC Gas Tariff,  
First Revised Volume No. 1A

**FIRST REVISED VOLUME NO. 1A**

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**NON-CONFORMING SERVICE AGREEMENTS**

<b><u>Name of Shipper/Agreement No.</u></b>	<b><u>Rate Schedule</u></b>	<b><u>Agreement/ Amendment Date</u></b>	<b><u>Date Filed</u></b>	<b><u>Section Nos.</u></b>
Denver City Energy Associates, L.P. GS Electric Generating Cooperative, Inc. Contract 103807	IDD	10/01/98	06/15/11	1
Denver City Energy Associates, L.P. GS Electric Generating Cooperative, Inc. Contract 103810	TI	10/01/98	06/15/11	2
Metropolitan Utilities District Contract 21385 Amendment 61	TF	01/01/13	11/21/12	3
Flint Hills Resources, LP Contract 111404 Amendment 7	TFX	12/01/13	10/31/13	4
Black Hills Utility Holdings, Inc. Contract No. 111169 Amendment 5	TFX	04/01/14	02/28/14	5
Minnesota Energy Resources Corporation Contract 112495 Amendment 50 Precedent Agreement 601987 Amendment 1 Contract 112486 Amendment 31	TF	11/01/17	05/01/17	6
CenterPoint Energy Resources Corp., D/B/A CenterPoint Energy Minnesota Gas Precedent Agreement 602204	TFX	11/01/18	08/01/18	7
CenterPoint Energy Resources Corp., D/B/A CenterPoint Energy Minnesota Gas Contract No. 134029	TFX	11/01/18	08/01/18	8
OCI Fuels B.V. Contract No. 137313	IDD	07/30/20	06/30/20	9
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Non-conforming Service Agreement

Section No. 10

logen RC Fuels LP

Contract No. 143571



Interruptible Throughput Service Agreement  
Rate Schedule TI

Date:

Shipper's Name and Address for Notices :

IOGEN RC FUELS LP  
310 HUNT CLUB RD E SUITE 101  
OTTAWA, ON K1V1C1

Shipper's Name and Address for Invoices :

IOGEN RC FUELS LP  
310 HUNT CLUB RD E SUITE 101  
OTTAWA, ON K1V1C1

Contract No.: 143571

Term: From 11/01/2024 to 11/01/2025 and shall continue month to month thereafter unless terminated by either party upon thirty (30) days written notice.

Interruptible Maximum Daily Quantity: 12,000 Dth

Rates shall be Northern's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule on file with the Commission unless otherwise agreed to by the parties in writing.

This transportation shall be provided pursuant to Subpart G of Part 284 of the Federal Energy Regulatory Commission's regulations.

If made available by Shipper, Northern agrees to receive and deliver thermally equivalent volumes of natural gas as set forth in this Agreement.

Any valid delivery or receipt point on Northern's system can be utilized as a delivery or receipt point subject to the terms and conditions of Rate Schedule TI.

Other Provisions Permitted by Tariff Under the Applicable Rate Schedule and pursuant to Section 58 of the GENERAL TERMS AND CONDITIONS of Northern's FERC Gas Tariff:

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

Governing law; Jurisdiction; Consent to Suit.

(A) This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, without reference to choice of law doctrine or conflict of laws principles and without regard to the United Nations Convention on Contracts for the International Sale of Goods.

(B) Without prejudice to Northern's right to bring suit in any appropriate domestic or foreign jurisdiction, any proceeding to enforce this Agreement may be brought by Northern in any state or federal court of competent jurisdiction in the State of Nebraska of the United States of America or in any other competent jurisdiction where Shipper or any of its property may be found. Shipper hereby irrevocably waives any present or future objection to any such venue, and irrevocably consents and submits unconditionally to the non-exclusive jurisdiction for itself and in respect of any of its property of any such court. Shipper further agrees that final judgment against it in any such



action or proceeding arising out of or relating to this Agreement shall be conclusive and may be enforced in any other competent jurisdiction within or outside the United States of America by suit on the judgment.

(C) Prior to execution of this Agreement by Northern, Shipper shall irrevocably designate and appoint CSC-Lawyers Incorporating Service Company (CSC), 233 South 13th Street, Suite 1900, Lincoln, NE 68508 as its authorized agent to receive, accept and acknowledge on its behalf service of process in any proceeding under this Agreement, and shall provide Northern with evidence of the prepayment in full of the fees of such agent, in a form satisfactory to Northern. Shipper agrees that service of process, writ, judgment or other notice of legal process upon said agent shall be deemed and held in every respect to be effective personal service upon it. Shipper shall maintain such appointment (or that of a successor satisfactory to Northern) continuously in effect at all times while Shipper is obligated under this Agreement or any replacement Agreement. Nothing herein shall affect Northern's right to serve process in any other manner permitted by applicable law.

(D) Northern shall have the option in its sole discretion to refer any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, including any dispute concerning the scope of this arbitration clause, for final settlement by arbitration. Such arbitration proceedings shall be conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce by a panel of three arbitrators appointed in accordance with said Rules, one appointed by Northern, one appointed by Shipper, and the third arbitrator jointly appointed by the other two arbitrators. The neutral arbitrator shall act as chairperson. In no event shall Shipper be entitled to invoke arbitration pursuant to this subsection or otherwise. Upon Shipper's receipt of a notice from Northern of its election to settle by arbitration any such dispute, controversy or claim pursuant to this subsection, Shipper shall be obligated to settle such dispute, controversy or claim in arbitration as provided in this subsection. Shipper hereby irrevocably waives any present or future objection to any such venue, and irrevocably consents and submits unconditionally to the non-exclusive jurisdiction for itself and in respect of any of its property of any arbitral panel appointed in accordance with this subsection. Arbitral awards shall be rendered within nine (9) months of the commencement of the arbitration, unless such time limit is extended by the arbitrators. Consistent with the expedited nature of arbitration, pre-hearing information exchange shall be limited to the reasonable production of relevant, non-privileged documents explicitly referred to by a party for the purpose of supporting relevant facts presented in its case, carried out expeditiously. The place of the arbitration shall be Omaha, Nebraska, U.S.A. The language of the arbitration shall be English. In an action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees.

The parties agree that a facsimile or electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Northern. Upon Northern's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Northern's FERC Gas Tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth on this Agreement and to Northern when sent to the following:

All Notices/Accounting Matters:  
Northern Natural Gas Company  
1111 S. 103rd Street  
Omaha, Nebraska 68124-1000  
Attn: Customer Services  
Fax No.: 402-548-5280

Payments to Designated Depository:  
Northern Natural Gas Company  
U.S. Bank National Association  
Account No. 105700973255  
ABA No. 104000029  
1700 Farnam Street  
Omaha, Nebraska 68102

This Agreement shall incorporate and in all respects shall be subject to the GENERAL TERMS AND CONDITIONS and the applicable Rate Schedule(s) set forth in Northern's FERC Gas Tariff, as may be revised from time to time. Northern may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the GENERAL TERMS AND CONDITIONS in Northern's FERC Gas Tariff, and Northern shall have the right to place such changes in effect in accordance with the NGA, and this Throughput Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

NORTHERN NATURAL GAS COMPANY

IOGEN RC FUELS LP

By:  
Title:  
Date:

By:  
Title:  
Date: