September 30, 2024

Ms. Debbie-Anne A. Reese, Acting Secretary Federal Energy Regulatory Commission 888 First Street, N.E. Washington, D.C. 20426 () TC Energy

Columbia Gas Transmission, LLC

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via eTariff Filing

Re: Columbia Gas Transmission, LLC General Section 4 Rate Filing & Tariff Changes Docket No. RP24-

Dear Acting Secretary Reese:

Pursuant to section 4(e) of the Natural Gas Act ("NGA"), 15 U.S.C. § 717c(e), and Subpart D of Part 154 of the regulations of the Federal Energy Regulatory Commission ("FERC" or "Commission"), 18 C.F.R. §§ 154.301-315, Columbia Gas Transmission, LLC ("Columbia") hereby submits the revised tariff records in Appendix A to be part of its FERC Gas Tariff, Fourth Revised Volume No. 1 ("Tariff").<sup>1</sup> The tariff records support a system-wide general increase in Columbia's rates, and include changes to Columbia's rates, rate schedules, and General Terms and Conditions ("GT&C").

Columbia's current rates for service were established by a settlement dated October 29, 2021, in Docket Nos. RP20-1060, *et al.* ("2021 Settlement").<sup>2</sup> Pursuant to Article V.B. of the 2021 Settlement, Columbia is required to file a new NGA general section 4 rate case with rates to become effective no later than April 1, 2026. Columbia is submitting the instant rate case filing in fulfillment of that requirement. While the tariff sections that Columbia is proposing as its "Primary Case" reflect an effective date of November 1, 2024, Columbia requests that the Commission suspend the Primary Case tariff sections for the full five-month suspension period so

<sup>&</sup>lt;sup>1</sup> Due to the FERC eTariff system's file size limitations, Columbia is unable to submit in a single Excel file all supporting statements, schedules, and workpapers. Therefore, Columbia is submitting herein eight separate Excel files ("COS-1", "COS-2", "COS-3", "COS-4", "COS-5", "COS-6", "COS-7", "COS-8") in order to comply with the eTariff system's file size limitations. Each of the eight Excel files are inter-linked so that Columbia's filing complies with Order No. 884, thereby preserving all formulas and links. However, Columbia notes that the link between each of the eight Excel files may get broken through the file transmission process. If so, the use of the "Edit Links" function within the "Data" ribbon will be required in order to restore complete link functionality. Additionally, Columbia, immediately following acceptance of this instant filing via eTariff, will be filing through the FERC eFiling platform a single Excel file with all supporting statements, schedules, and workpapers included with links and formulas intact.

<sup>&</sup>lt;sup>2</sup> See Columbia Gas Transmission, LLC, 178 FERC  $\P$  61,144 (2022) (approving 2021 Settlement with modification).

that the sheets do not become effective until April 1, 2025. Doing so would be consistent with the Commission's long-standing practice with respect to proposed rates in general section 4 rate filings, and would also ensure that the proposed rates would only be effective commencing on April 1, 2025, consistent with Article V.A. of the 2021 Settlement.

In addition, Columbia is filing on a *pro forma* basis the tariff records contained in Appendix B. These tariff records, which constitute Columbia's "Preferred Case," reflect a change in Columbia's rate structure from the existing postage-stamp rate design included in Columbia's Primary Case to a two-zone rate structure, and are proposed to become effective prospectively upon Commission review and approval and subsequent to Columbia making all business system modifications necessary for the implementation of a two-zone rate structure. Columbia will file the Appendix B *pro forma* tariff records as "live" tariff records following Commission authorization.

#### Service and Communications

The exact legal name of the entity for whom the filing is made is Columbia Gas Transmission, LLC, which has its principal place of business at 700 Louisiana Street, Houston, Texas 77002. The names, addresses, and telephone and facsimile numbers of the responsible company officials to whom questions regarding the filing may be addressed, and of the persons upon whom service is to be made, are as follows:

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Each of the foregoing persons has been designated for service in accordance with Rule 203(b)(3) of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.203(b)(3). Columbia respectfully requests that the Commission waive Rule 203(b)(3) to allow more than two persons to be designated to receive service. The foregoing individuals are also designated pursuant to 18 C.F.R. § 154.7(a)(2) of the Commission's regulations.

The materials specified in 18 C.F.R. § 154.208(a) are being served upon Columbia's customers and affected state regulatory commissions. In accordance with 18 C.F.R. § 154.208(e), Columbia filing is posting а link to the on its Informational Postings website at https://ebb.tceconnects.com/infopost/, where it may be found by clicking the "Regulatory" link under "Columbia Gas Transmission (TCO)" on the left-hand side of the page. Additionally, a complete copy of this filing is available for public inspection during regular business hours in a convenient form and place at Columbia's offices in Houston, Texas, in accordance with 18 C.F.R. § 154.2(d) of the Commission's regulations.

#### **Statement of Nature, Reasons and Basis**

## **Overview of Columbia's System**

The purpose of this filing is to restate Columbia's rates for service on its interstate transportation system. Columbia's system consists of approximately 10,000 miles of mainline pipeline, including storage pipeline, that traverse ten states: Delaware, Kentucky, Maryland, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Virginia, and West Virginia. Columbia maintains a design day transportation capacity of approximately 18 million dekatherms per day. Additionally, Columbia is one of the largest storage operators in the United States, owning and operating 30 active storage fields in four states with total working gas capacity of approximately 272 billion cubic feet ("Bcf").

Broadly speaking, the Columbia system is divided into nine major Operating Areas. As Columbia witness Jacob Ritenour describes, the original purpose of Columbia's Operating Areas was to combine areas with similar characteristics for ease of scheduling, and they are commonly used for commercial restrictions such as Critical Days and Operational Flow Orders ("OFOs"). Most Operating Areas now include multiple smaller Market Areas that give Columbia, and its customers, better granularity for scheduling purposes.

Historically, Columbia was a "supply poor" pipeline that had minimal on-system production to satisfy its markets. Columbia relied heavily on supply received from other interstate pipelines, including up to 2 Bcf/d at Leach, Kentucky from its affiliate, Columbia Gulf Transmission, LLC ("Columbia Gulf"), as well as its on-system storage, to meet peak winter needs. During the summer, supply would come onto the system at Columbia's westernmost points and would be stored in Columbia's storage facilities. During the winter, this storage could supply the peak day needs of downstream local distribution companies ("LDCs"). Recently, as discussed more fully below, changing market conditions have transformed Columbia into a "supply rich" pipeline, with large amounts of production coming on at new locations that are closer to markets than Columbia's historical interconnecting pipelines. This has changed not only the supply on the system, but also the use of storage on the system. Finally, Columbia's markets have also changed as gas demand has increased both domestically and internationally, which has resulted in producers exporting gas out of their supply areas to take advantage of these new markets.

## Basis of Current Rates and Evolution of Columbia's Business Environment

Columbia's current rates for service were established in the 2021 Settlement. Since that time, Columbia has seen significant changes to its supply sources and markets. Columbia witness

Alexander Kearley identifies the two most important changes: (1) supply changes, particularly including lower levels of growth from the U.S. Appalachia Basin; and (2) market changes that have impacted deliveries to Columbia's downstream markets.

On the supply side, Columbia currently sources most of its supply from production in the Appalachia Basin. As Columbia witness Kearley explains, in 2016, approximately 61 percent of Columbia's receipts occurred on the western side of Columbia's system, with eastern receipts totaling about 39 percent of system-wide receipts. The role of growing Appalachia production changed the composition of supply on the pipeline from 2016 to 2019, but production growth slowed in the Appalachia basin thereafter. Specifically, from 2016 to 2019, regional natural gas production increased by an average of 3.2 Bcf/d each year; from 2020-2023, growth slowed to an average increase of just under 1 Bcf/d per year. The slower pace of production growth has coincided with lower levels of available or incremental pipeline takeaway capacity.

There have also been significant changes with respect to Columbia's markets. As noted previously, Columbia Gulf historically transported gas north from the U.S. Gulf Coast region and delivered into Columbia's system at Leach. As Appalachian Basin production grew, Leach transitioned from a receipt point to a delivery point and Columbia began delivering gas into Columbia Gulf's system. The southern United States experienced robust demand growth, in part by the construction of Gulf Cost LNG export terminals, and deliveries by Columbia at Leach increased. Deliveries on the eastern side of the Columbia system have shown little to no growth since 2020, flowing consistently at approximately 2.1 Bcf/d since 2020, a modest increase from 2016 levels of approximately 1.9 Bcf/d. However, the shift in supply and demand dynamics at Leach has led to a significant increase in deliveries on the western side, where the Leach delivery point is located. From 2020-2023, western deliveries on Columbia averaged over 4.8 Bcf/d, nearly 2.3 Bcf/d higher than 2016 levels.

Finally, as one of the oldest systems in the United States, Columbia has an ongoing need to modernize its system to address compliance with third-party mandated work on pipeline and storage infrastructure as well as enhancing the safety and reliability of Columbia's gas transmission system. To that end, as Columbia witness Kelly Griffin explains, Columbia has undertaken a major, pro-active collaborative effort to work with customers to implement the needed modernization programs. This effort has resulted in three successive market-leading modernization settlements with customers, first in Docket No. RP12-1021-000 ("Modernization I Settlement"),<sup>3</sup> then in Docket No. RP16-314-000 ("Modernization II Settlement"),<sup>4</sup> and finally the 2021 Settlement. Pursuant to these settlements, Columbia has significantly increased its gross plant to improve the reliability, integrity, and safety of its system. As explained further by various Columbia witnesses, Columbia's system continues to require substantial additional modernization work, including projects to comply with new and anticipated third-party government mandates. Therefore Columbia proposes a modernization program in its filing with a proposed expenditure cap of \$2.9 billion over the next seven-year period to address its ongoing modernization requirements.

<sup>&</sup>lt;sup>3</sup> See Columbia Gas Transmission, LLC, 142 FERC ¶ 61,062 (2013) (approving Modernization I Settlement).

<sup>&</sup>lt;sup>4</sup> See Columbia Gas Transmission, LLC, 154 FERC ¶ 61,208 (2016) (approving Modernization II Settlement).

# **Summary of Testimony**

Included with this filing is Statement P, which contains the prepared direct testimony and exhibits supporting Columbia's proposed rates, tariff changes and modernization program. A list of Columbia's witnesses is set forth below, along with a brief summary of the principal topics addressed in each witness's testimony.

Witness	Testimony
Sorana M. Linder	Overview of need for, and contents of, filing; historical overview of Operational Transaction Rate Adjustment ("OTRA") mechanism; policy support for proposed rate design and certain tariff changes related to the proposed rate design
Alexander Kearley	Overview of Columbia system and operations, assessment of supply and market changes since Columbia's last rate case, commercial environment and business risks faced by Columbia
Dr. Bente Villadsen	Selection of proxy group and recommended ROE
Anul Thapa	Business risk analysis
Kelly Griffin	Description of Columbia's modernization program and Capital & Compliance Recovery Mechanism
Matt Parks	Overview of various third-party government compliance and safety requirements in relation to Columbia's modernization program, including costs incurred to comply with PHMSA, EPA, and TSA obligations; Eligible Facilities Plan ("EFP")
Garrett B. Word	Operational support for well abandonment and replacement projects contained in the EFP as well as the operational basis and need for two storage-related Tariff changes
Alexander J. Kirk	Gas supply projections to support the economic life of Columbia's system

Kevin H. Lange	Cost analysis of retiring and removing facilities to support net negative salvage rate
Stephen R. Fall	Depreciation and negative salvage
David J. Haag	Policy support for Preferred Case two-zone rate design proposal
Jonathan Scullion	Policy support for various proposed Tariff changes
Philip J. Antolin	Overall cost-of-service consisting of operations and maintenance expenses, depreciation and amortization, return allowance, income taxes and taxes other than income taxes, treatment of ADIT and EDIT, rate base and return, capital structure, cost of debt, and regulatory assets and liabilities
Meghan Tew	Income tax allowance and accumulated deferred income tax ("ADIT") balance; regulatory asset treatment for allowance for funds used during construction
Gregory S. Barry	Cost allocation, functionalization and rate design
John C. Richardson	Billing determinants and revenues, including Statement G, and support for discount and discount-type adjustments for certain negotiated rate contracts; commercial support for Preferred Case two-zone rate design proposal
Joshua Gibbon	Support for discount-type adjustment for certain negotiated rate contracts
Daniel Altena	Analysis of market conditions at the time most of the negotiated rate contracts were entered into and examination of the competitive alternatives available in support of Columbia's discount-type adjustments for negotiated rate contracts
Victor Zuniga, Jr.	Roll-in of expansion facilities

#### **Reasons for Proposed Rates**

Columbia's cost-of-service and rate calculations are based upon the costs and throughput levels for the base period (twelve months ended June 30, 2024) as adjusted for known and measurable changes through the test period ending March 31, 2025. Columbia's proposed maximum recourse rates for service under its various rate schedules are set forth on Statement J included with this filing.

In compliance with section 154.7(a)(6) of the Commission's regulations, the following table compares the cost-of-service, rate base, and throughput contained in this filing with the same information underlying Columbia's last rates found to be just and reasonable by the Commission:

	This Filing	<u>RP20-1060 Rates</u> <sup>5</sup>
Cost-of-Service	\$3,528,277,782	\$2,936,755,583
Total Rate Base	\$13,789,116,357	\$11,769,232,811
Throughput	2,294,714,828 Dth/year	2,487,418,647 Dth/year

The proposed rate increase also reflects the significantly higher business risk that Columbia now faces. Columbia witness Thapa demonstrates that Columbia has significantly higher business risk relative to the relevant pipeline proxy group, supporting Columbia witness Villadsen's recommendation to set Columbia's ROE at the median of the upper third of the zone of reasonableness. Mr. Thapa and Columbia witness Kearley describe the numerous business risks that Columbia faces including: (1) counterparty/contractual risk; (2) competitive risk: (3) operating risk; (4) regulatory risk; and (5) storage risk.

<u>**Counterparty Risk.</u>** As Columbia witness Kearley explains, Columbia's customer base has shifted from being predominantly LDC-focused to having a large portion of its business weighted towards producers and marketers, particularly on Columbia's expansion projects. Additionally, as discussed by Columbia witnesses Kearley and Thapa, the recent increase in energy price volatility has affected producers and marketers more than others, resulting in an increased risk for Columbia due to those shippers' evolving credit challenges.</u>

<u>Competitive Risk</u>. As explained by Columbia witness Kearley, Columbia currently serves a vast geographic area, supplying gas to ten states and the District of Columbia. The majority of the major markets that Columbia serves have several other interstate pipelines that also provide service, thereby putting competitive pressure on Columbia. In particular, Columbia faces competition to transport gas produced on the western side of the Columbia system, and competition for deliveries to key markets on the eastern side of the system. Columbia witness Thapa explains that due to Columbia's higher exposure to producer shippers, Columbia is more likely to have to remarket its capacity.

**Operating Risk.** As described above, and as discussed in greater detail by Columbia witnesses Kearley, Linder, Griffin, Parks, and Word, Columbia faces the ongoing need to modernize its system to address compliance with third-party mandated work on pipeline and storage

<sup>&</sup>lt;sup>5</sup> The 2021 Settlement was a "black box" settlement that did not establish a stipulated cost-of-service or rate base. The figures below are taken from Columbia's rate filing in Docket No. RP20-1060-000.

infrastructure as well as enhancing the safety and reliability of Columbia's gas transmission system. Much of the need for modernization results from the fact that Columbia operates one of the oldest pipeline systems in the United States: approximately 59 percent of Columbia's current mileage was installed before 1970, and significant amounts of Columbia's overall system mileage consist of bare steel and wrought iron pipelines. Columbia witness Thapa explains that Columbia's planned maintenance and modernization capital expenditures are significantly greater than the historical maintenance capital and modernization expenditures of the proxy group, resulting in greater operating risk for Columbia than its peer pipelines. Additionally, Columbia witnesses Kearley and Thapa note that a significant majority of negotiated rate volumes are currently exempt from Columbia's existing modernization surcharge and that to the extent this current level of exemption continues, it creates additional operational risk as Columbia will be unable to recover the full costs of its modernization program.

**Regulatory Risk.** As Columbia witness Kearley discusses, Columbia faces regulatory risks as a result of continued and growing opposition to pipeline development at all stages, including permitting before the Commission as well as in federal district and appellate courts, which further complicates the regulatory process and increases the risk associated with developing new critical infrastructure projects. In addition, as Mr. Kearley explains, recent legislative and State initiatives, including decarbonization policies, also reflect an increasingly hostile environment towards natural gas infrastructure development. Columbia witness Kirk details federal, state, and local governmental initiatives that impact Columbia by virtue of their objective to stop the growth of natural gas demand and reduce the use of natural gas as a fuel source. Columbia thus faces increased costs and uncertainty associated with seeking authorizations from the Commission and other permitting agencies for new projects, whether for modernization of existing facilities or expansions.

**Storage Risk.** Columbia witness Kearley explains that Columbia faces risk to its storage business due to: (1) the high number of assets held in Columbia's storage portfolio relative to its storage capacity; (2) the age and condition of Columbia's storage assets; and (3) market forces that reduce the demand for and value of natural gas storage services.

Following the Commission's recent Policy Statement on Determining Return on Equity for Natural Gas and Oil Pipelines,<sup>6</sup> Columbia witness Villadsen supports an appropriate return on common equity of 14.61 percent. Dr. Villadsen's recommended ROE is determined by averaging the results from the Commission's discounted cash flow model and capital asset pricing model. Dr. Villadsen recommends an ROE at the median of the upper third of the zone of reasonableness, to reflect Columbia's increased business risks compared to those of the proxy group as determined by Columbia witness Thapa.

As detailed in the testimony of Columbia witness Antolin, Columbia's proposed rates include an overall cost of capital of 11.72 percent. Mr. Antolin establishes Columbia's overall cost-of-service for the twelve-month base period ending June 30, 2024, adjusted for known and measurable changes for the test period ending March 31, 2025, as approximately \$3.5 billion. This cost-of-service is based on the capital structure of Columbia's immediate parent, Columbia Pipelines

<sup>&</sup>lt;sup>6</sup> Inquiry Regarding the Commission's Policy for Determining Return on Equity, 171 FERC ¶ 61,155 (2020).

Operating Company, LLC ("CPOC"), of 35.03 percent debt and 64.97 percent equity, as projected through the end of the test period and a 14.61 percent ROE. The Commission requires a pipeline to set its rates based upon its own capital structure unless it does not issue long-term debt in its own name or without a parental guarantee. Columbia does not issue external long-term debt without a parental guarantee. In such circumstances, the Commission's policy is to set rates based upon the capital structure of the entity that secures external financing for the pipeline so long as the entity meets a three-part test. Mr. Antolin supports the use of CPOC's capital structure, which conforms to the Commission's policy in that CPOC issues its own non-guaranteed debt, has a debt rating separate from that of its corporate parent, TC Energy, and has a common equity ratio in line with others previously approved by the Commission.

The following table summarizes Columbia's overall rate of return:

	Capitalization Ratio	Cost	Weighted Cost
Long-Term Debt	35.03%	6.36%	2.23%
Equity	64.97%	14.61%	9.49%
Overall Rate of Return			11.72%

## Income Tax Allowance and Accumulated Deferred Income Taxes ("ADIT")

Columbia witness Tew supports Columbia's income tax allowance. As Ms. Tew explains, Columbia is currently organized as a limited liability company wholly owned by CPOC, a disregarded entity for federal income tax purposes, which is wholly owned by Columbia Pipelines Holding Company ("CPHC"). CPHC is a partnership owned approximately 40 percent by GIP IV Pilot Acquisition Partners, LP ("GIP Pilot"), which is an affiliate of Global Infrastructure Partners ("GIP"), and approximately 60 percent directly and indirectly by Columbia Pipeline Group, Inc. ("CPG Inc."). CPG Inc. is a C Corporation, 100 percent owned by TransCanada PipeLine USA Ltd. ("TCPLUSA"), which is also a C Corporation. TCPLUSA is indirectly wholly owned by TC Energy.

GIP Pilot is a partnership wholly owned by various partnerships. Approximately 38.12 percent of GIP Pilot's 40 percent interest is held through limited liability companies ("LLCs") that have elected to check-the-box to be taxed as Subchapter C Corporations for federal income tax purposes, pursuant to the Internal Revenue Service Code of 1986, as amended. The remaining 1.88 percent ownership consists of a group of partners that include corporations, trusts, and various other ownership structures. Considering CPG Inc. and GIP Pilot's ownership jointly, Columbia is owned 98.12 percent by C Corporations or entities that have elected to be treated as C Corporations for federal income tax purposes. For federal income tax purposes, Columbia's income flows to its parents' federal returns at their respective ownership percentages. Columbia is therefore proposing an income tax allowance in this proceeding consistent with long-standing Commission policy.

Columbia witness Tew also describes Columbia's treatment of ADIT. Columbia is proposing a reduction to its ADIT balance due to a taxable change in ownership that occurred on October 4, 2023 whereby GIP Pilot obtained its ownership interest in Columbia. The change in taxable

ownership caused taxable events to occur, which resulted in Columbia's need to adjust its ADIT, as Ms. Tew explains in further detail.

#### **Depreciation and Negative Salvage**

Columbia witnesses Fall, Kirk and Lange support the following depreciation and negative salvage rates: (1) for transmission plant, a depreciation rate of 3.37 percent and a negative salvage and terminal decommissioning rate of 0.69 percent; (2) for underground storage plant, a depreciation rate of 2.82 percent and a negative salvage and terminal decommissioning rate of 0.89 percent; and (3) for gathering plant, a depreciation rate of 3.37 percent and a negative salvage and terminal decommissioning rate of 0.69 percent;

#### **Other Rate-Related Proposals**

## **Roll-in of Expansion Facilities**

Columbia proposes to roll into the base system, the costs of the Virginia Electrification Project (Docket No. CP21-498-000), which was certificated in 2023 and involved Columbia providing additional transportation to markets in southeast Virginia. Columbia witness Zuniga describes how Columbia's proposal to roll in the costs of these facilities meets the "no-subsidization" requirement under the Commission's 1999 Certificate Policy Statement,<sup>8</sup> because the rate impact of rolling these costs into Columbia's general system rates will not result in subsidization of the expansion shippers by existing shippers.<sup>9</sup>

## **Discount and Discount-Type Adjustments**

Columbia's proposed rates reflect a discount adjustment for service provided at discounted rates, as well as a discount-type adjustment for service provided at negotiated rates. Columbia's adjustment is consistent with its Tariff and with Commission policies that allow a pipeline to seek a reduction in the volumes used to design its maximum rates if it obtained those volumes by offering reduced rates in order to meet competition.<sup>10</sup> Columbia witness Barry provides an explanation of the calculation of the discount and discount-type adjustments as well as an explanation of Columbia's Tariff provision on negotiated rates. Columbia witness Richardson provides support for the inclusion of the discounted rate contracts in the discount adjustment. Columbia witnesses Gibbon, Richardson, and Altena provide support for the fact that Columbia's negotiated rate contracts were entered into to meet competition, that Columbia would not have

<sup>&</sup>lt;sup>7</sup> Columbia's depreciation rate (3.26%) and negative salvage rate (0.30%) for LNG storage plant were established in Columbia's October 18, 2019 settlement in Docket No. RP20-78-000. *See Columbia Gas Transmission, LLC*, 169 FERC ¶ 61,184 (2019).

<sup>&</sup>lt;sup>8</sup> *Certification of New Interstate Natural Gas Pipeline Facilities*, 88 FERC ¶ 61,227 (1999) ("1999 Certificate Policy Statement"), *order on clarification*, 90 FERC ¶ 61,128 (2000), *order on clarification*, 92 FERC ¶ 61,094 (2000).

<sup>&</sup>lt;sup>9</sup> Columbia is not seeking at this time to roll in the costs of other expansion project facilities that are currently subject to incremental rates.

<sup>&</sup>lt;sup>10</sup> See Policy for Selective Discounting by Natural Gas Pipelines, 111 FERC ¶ 61,309 (2005); see also Tariff, GT&C § 46, Negotiated Rates.

been able to contract for the capacity at a higher rate, and that recourse rate shippers are not adversely impacted by the discount-type adjustment for the negotiated rate agreements.

#### **Rate Zone Structure**

In its Preferred Case, Columbia proposes to change its current postage-stamp rate design to a twozone rate structure, with the change to become effective prospectively following a Commission order approving Columbia's proposal. Specifically, Columbia proposes to establish an East Zone and a West Zone.

As explained by Columbia witness Kearley, the rapid development of the prolific Marcellus and Utica shale basins on the western side of the system has shifted the predominant source of supply for the Columbia system from off-system to on-system, displacing both Gulf of Mexico gas and traditional on-system supplies from Kentucky and West Virginia. In response to the emergence of the Utica/Marcellus basins, Columbia has experienced changing flow patterns and has undertaken numerous system expansions and modernization projects.

In addition, the development of the Marcellus and Utica basins within Columbia's traditional market area has significantly changed the competitive landscape for Columbia. As noted in Columbia witness Kearley's testimony, Columbia faces increased competition across its system, from the western supply area where it competes for access to new production to east and west markets where Columbia competes for market share with both new and existing pipelines. In addition, flow patterns have changed over time from longer-haul, west-to-east flows to shorter-haul transactions in the east and west that reflect the impact of increased receipts of gas within the western and northeastern areas of Columbia's system.

In light of these changes, Columbia is proposing to implement a two-zone rate design in order to better reflect the needs of the markets that it serves. As discussed in the testimony of Columbia witness Ritenour, Columbia's proposed zone boundary between the East and West Zones follows the boundaries of the defined Operating Areas that have been in place and in use on Columbia's system for decades. Columbia witness Richardson explains the commercial rationale underlying the creation of each zone. As discussed in the testimony of Columbia witness Ritenour, the TCO Pool, which is the primary paper pool on the pipeline system, will be located for rate design and billing purposes at a neutral point. While for scheduling and system design purposes TCO Pool is located near the Lanham compressor station, which is located in the West Zone, Columbia is affording neutral point treatment for billing and rate design purposes in order to permit East Zone shippers to access the TCO Pool without incurring a West Zone charge. Customers' access to the TCO Pool as it currently exists under the postage-stamp rate design will not be operationally impacted by the change to a two-zone rate design. Similarly, as Mr. Ritenour explains, Columbia's Segmentation Pool will be treated as located at a neutral point.

As explained by Columbia witness Linder, the establishment of a two-zone rate structure will result in lower rates for the individual East and West Zones relative to a postage-stamp rate design.<sup>11</sup> As

<sup>&</sup>lt;sup>11</sup> Under the two-zone rate proposal, customers will have three distinct rate combinations: (1) Intra-West Zone (for transportation between a West receipt point and a West delivery point); (2) Intra-East Zone (for

discussed in the testimony of Columbia witness Richardson, the establishment of a two-zone rate structure will position Columbia to compete more effectively relative to a postage-stamp rate design for access to production in the western portion of its system and will additionally position Columbia to compete more effectively for market share on both the eastern and western portions of its system.

Columbia witness Haag explains how the proposed two-zone structure is consistent with the Commission's rate design policies, because it will: (1) enable Columbia to maximize throughput; (2) reflect material variations in the cost of providing service due to the distance over which transportation will occur; and (3) reflect the operational characteristics of Columbia's system, including physical configuration, distinct operational areas, and gas flows.

#### Summary of Proposed Tariff Changes

## Primary Case

Columbia is proposing to implement the tariff changes summarized below as part of its Primary Case. As noted above, while the revised tariff sections contained in Appendix A reflect an effective date of November 1, 2024, Columbia requests that the Commission, consistent with its standard practice, suspend the Primary Case tariff sections for the full five-month suspension period so that the rates do not become effective until April 1, 2025.

#### **Capital & Compliance Recovery Mechanism**

As noted above, Columbia has an ongoing need to engage in system modernization work, and anticipates the need to spend approximately \$2.9 billion in the next seven years to address its modernization requirements. Accordingly, Columbia is proposing a Capital & Compliance Recovery Mechanism ("CCRM") to recover costs associated with its continuing and necessary work to modernize its system. As Columbia witness Griffin explains, the CCRM is designed to allow Columbia to recover specified costs for modernization projects necessary to address the following categories: (1) third-party compliance; (2) safety and integrity; and (3) system reliability. Projects in these categories are designed to allow Columbia to continue to comply with increasingly stringent mandatory regulatory and environmental requirements along with addressing ongoing and arising issues associated with changes in pipeline safety, reliability, and integrity.

Columbia witness Parks sponsors the Eligible Facilities Plan ("EFP") that describes the projects that Columbia has identified at this time that would be eligible for recovery through the CCRM over the proposed seven-year term of its modernization program. As Mr. Parks testifies, the projects listed in the EFP were selected based on Columbia's prioritization of its modernization needs such that each of the facilities listed in the EFP meet one or more of the following criteria: (1) it operates at a relatively high level of risk; (2) it requires upgrades to meet current or emerging regulations; and/or (3) its reliability is less than necessary to meet current or future service requirements. As Ms. Griffin explains, Columbia's CCRM proposal is consistent with

transportation between an East receipt point and East delivery point); and (3) Inter-West/East Zone (for transportation between the two zones).

Commission policy governing cost recovery mechanisms for modernization of natural gas pipeline facilities, as stated by the Commission in its Modernization Policy Statement.<sup>12</sup>

Columbia is proposing to retain Section 52 to its GT&C to implement the CCRM. The CCRM sets forth procedures pursuant to which Columbia will make limited NGA section 4 filings to implement an additive surcharge to recover Columbia's cumulative revenue requirement for capital investments made and expenses incurred related to the Eligible Facilities as described in the EFP sponsored by Columbia witness Parks. The total amount of prudent investment in Eligible Facilities and/or Eligible Expenses incurred for which Revenue Requirements may be recovered through the CCRM will not exceed an annual cap of \$450 million, subject to a 15 percent annual tolerance above this annual cap, through the proposed seven-year term of the CCRM. Finally, Columbia is proposing a \$2.9 billion cap on the total amount of prudent capital investment for which revenue requirements are eligible for recovery through the seven-year term of the CCRM.

Columbia and its shippers have successfully collaborated on three successive settlements resulting in a series of mutually agreed to modernization programs. Columbia will continue this customer collaboration those during this NGA section 4 proceeding. In addition, Columbia proposes to: (1) continue its previously established controls that promote transparency and shipper input, which will provide meaningful oversight to the CCRM rates on an ongoing basis; (2) continue the practice of holding annual customer meetings via webcasts in which parties will discuss issues relating to Eligible Facilities projects; and (3) continue the practice of allowing parties the opportunity to review the proposed CCRM rates and supporting work papers prior to Columbia's CCRM filings and to intervene and comment once the filings are made. Thus, the parties will have sufficient opportunities to fully review and challenge the CCRM rates, to the extent necessary, and the interests of all parties will continue to be fully protected over the seven-year term of the proposed CCRM.

#### **Tariff-Related Penalty Revisions**

Columbia is making certain changes to its Tariff related to penalties. First, Columbia is proposing to broaden the application of existing, substantive, Critical Day penalties within the GT&C to violations of interruption orders, OFOs, and unauthorized withdrawal limitations within Rate Schedules FSS and FSS-M. The current penalties for violations of interruption orders, OFOs, and unauthorized withdrawals on Critical Days under Rate Schedules FSS and FSS-M include a price per Dth penalty level equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts Gas Daily price survey. The proposed change is to make the penalty level <u>the higher of</u> either: (1) a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in 50 percent of the highest midpoint posting for either: Mich Con City-gate, Transco, Zone 6 Non-N.Y., or Texas Eastern, M-2 Receipts as published in Platts Gas Daily price survey. The second penalty option will only be assessed on days in which the daily spot price of gas exceeds three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia." Columbia witnesses Scullion and Word explain the basis for this proposal.

<sup>&</sup>lt;sup>12</sup> Cost Recovery Mechanisms for Modernization of Natural Gas Facilities, 151 FERC ¶ 61,047 (2015) ("Modernization Policy Statement"), *clarification denied*, 152 FERC ¶ 61,046 (2015).

Second, Columbia is proposing to broaden its confiscation rights when shippers exceed stated volume limitations in these rate schedules. Currently, to ensure the integrity and operational efficiency of its storage fields, Columbia establishes thresholds for the amounts of gas that may be kept in storage at specific times throughout the year. Specifically, Rate Schedules FSS and FSS-M place volume limits relative to a shipper's Storage Contract Quantity ("SCQ") during injection and withdrawal periods as follows:

60% of a shipper's SCQ on June 30 (Rate Schedules FSS/FSS-M at Section 3(d)); 85% of a shipper's SCQ on August 31 (Rate Schedules FSS/FSS-M at Section 3(d)); 65% of a shipper's SCQ on February 1 (Rate Schedules FSS/FSS-M at Section 4(d)); and 25% of a shipper's SCQ on April 1 (Rate Schedules FSS/FSS-M at Section 4(d)).

Currently, Columbia is permitted to confiscate any shipper gas above 25 percent of the shipper's SCQ that remains in storage effective April 1 of each year. Columbia is proposing to add the same confiscation provisions for shippers exceeding the limits on February 1, June 30, and August 31, consistent with the forfeiture provisions that are already included in the Tariff for April 1. Columbia witnesses Scullion and Word explain the basis for this proposal.

## **Elimination of Automatic Service Continuation Right**

Section 4.1(a)(1) of the GT&C in Columbia's Tariff provides that a firm shipper with a right of first refusal ("ROFR") can avoid the process associated with exercise of the ROFR, including the posting and bidding process, by agreeing to extend the term of its service agreement, or any portion of its contract quantity thereunder, for a period of five years and at the maximum base tariff rate plus all applicable surcharges as set forth in the Tariff for service under the corresponding rate schedule. Columbia is proposing to replace the automatic extension right with revised Tariff language that allows a shipper and Columbia to mutually agree to extend a long-term service agreement on a case-by-case basis in a not unduly discriminatory manner, provided that such mutual agreement is reached prior to the shipper's response deadline in accordance with this Section 4.1. As explained by Columbia witness Scullion, to the extent a new customer values the subject capacity sufficiently to make a bid for a term longer than five years, then requiring the existing shipper to match such a bid helps ensure that the capacity is awarded to the shipper that values it the most, consistent with Commission policy.

#### **Extension of OTRA Mechanism**

Columbia is proposing to continue in effect its OTRA mechanism, which originally was approved by the Commission in 2012 and has been extended periodically since the initial approval.<sup>13</sup> Columbia originally implemented the OTRA mechanism as a temporary measure to address certain operational problems that resulted from a significant reduction in receipts onto Columbia's system in northern Ohio receipts, specifically: (1) in the summer, Columbia lacks sufficient flowing supply to inject into its northern Ohio storage fields; and (2) in the winter, Columbia lacks

<sup>&</sup>lt;sup>13</sup> See Columbia Gas Transmission, LLC, 139 FERC ¶ 61,141 (2012); Columbia Gas Transmission, LLC, 146 FERC ¶ 61,232 (2014). The OTRA mechanism was further extended by subsequent settlements, including the 2021 Settlement.

sufficient flowing supply to serve its northern Ohio market areas. These operational issues continue to impact Columbia, and while Columbia has evaluated alternative solutions, it has concluded that extending the OTRA mechanism is the flexible and cost-effective solution at the present time. Columbia witnesses Linder, Ritenour, and Scullion explain the basis for the proposed extension.

#### **Tariff Clarification Related to Hourly Takes**

Columbia is clarifying that, unless otherwise stated in a contract, the Tariff provides shippers the right to take volumes up to an hourly rate of 1/24th of their Maximum Daily Delivery Obligation ("MDDO") (or Daily Delivery Quantity ("DDQ"), if applicable). Currently, under Columbia's Tariff, there are no stated limitations on the rate at which a shipper can take its MDDO (or DDQ where it exists); however, the historic understanding and practice on Columbia is that where not otherwise stated in a shipper's service agreement, 1/24th of the MDDO (or DDQ) is the contractual rate. Columbia intends to continue providing flexibility to shippers when possible, and to use this clarification to limit shippers to 1/24th of their MDDOs (or DDQs) only when necessary to protect system operations. Columbia witnesses Scullion and Ritenour explain the basis for this clarification.

#### Preferred Case

Columbia has included *pro forma* tariff records in Appendix B that include modifications necessary to reflect the proposed two-zone rate structure, including rates and housekeeping changes to the Tariff. Columbia proposes to make these changes effective only after a Commission order approving the proposed two-zone structure.

#### **Other Filings Which May Affect This Proceeding**

Pursuant to 18 C.F.R. § 154.204(f), Columbia states that as of the time of this filing, it has no filings pending before the Commission that may significantly affect the changes proposed herein.

#### Materials Submitted

In accordance with sections 154.7 and 154.201 of the Commission's regulations and Order No. 714,<sup>14</sup> Columbia is submitting an eTariff XML filing package, which includes the following:

- 1. The tariff records being revised in RTF format with metadata attached;
- 2. This transmittal letter, which incorporates the Statement of Nature, Reasons and Basis as required by 18 C.F.R. § 154.7(a)(6), in PDF format;
- 3. Appendix A, a list in PDF format of revised tariff records being filed;

Electronic Tariff Filings, Order No. 714, 2008-2013 FERC Stats. & Regs. [Regs. Preambles] ¶ 31,276
 (2008), final rule, Order No. 714-A, III FERC Stats. & Regs. [Regs. Preambles] ¶ 31,356 (2014).

- 4. Appendix A-1, a clean version of the revised tariff records in PDF format for publishing in eLibrary;
- 5. Appendix A-2, a marked version of the revised tariff records in accordance with the provisions of section 154.201(a) of the Commission's regulations;
- 6. Appendix B, a list of *pro forma* tariff records related to the Preferred Case's two-zone rate proposal;
- 7. Appendix B-1, a clean version of the *pro forma* tariff records in PDF format related to the Preferred Case's two-zone rate proposal;
- 8. Appendix B-2, a marked version of the *pro forma* tariff records related to the Preferred Case's two-zone rate proposal in accordance with the provisions of section 154.201(a) of the Commission's regulations;
- 9. Appendix C, a table of contents that associates the statements and schedules included in the filing with the corresponding exhibit number and electronic file name;
- 10. Appendix D, a representation by Columbia's authorized accounting representative, as required by 18 C.F.R. § 154.308;
- 11. Statements A through P, and related statements, schedules and workpapers, in PDF or (in the case of statements, schedules and workpapers) in native format with all links and formulas included), as required by 18 C.F.R. § 154.312;
- 12. The necessary documentation to support the revised tariff sections, as required by 18 C.F.R. §§ 154.201 and 154.207; and
- 13. A statement that all affected customers and state regulatory commissions have received an abbreviated electronic version of this rate filing, as required by 18 C.F.R. § 154.208.

## **Proposed Effective Date and Motion to Place Rates Into Effect**

As noted above, while the tariff sections that Columbia is proposing as its "Primary Case" reflect an effective date of November 1, 2024, Columbia requests that the Commission suspend the Primary Case tariff sections for the full five-month suspension period so that the sheets do not become effective until April 1, 2025. Pursuant to 18 C.F.R. § 154.7(a)(9), Columbia hereby requests that the Commission accept and suspend the tariff sections, as described above. Columbia will file a separate motion pursuant to 18 C.F.R. § 154.206 to place the tariff sections into effect at the end of the suspension period.

## **Requests for Waivers**

Pursuant to 18 C.F.R. §§ 154.7(a)(7) and 154.207, Columbia respectfully requests that the Commission grant all waivers necessary to allow the tariff sections to become effective as

proposed herein, including any necessary waivers of Parts 154, 157, 284 and 385 of the Commission's regulations, as well as any other rule, policy, pronouncement or order.

#### **<u>Certificate of Service</u>**

In accordance with Rule 2010 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.2010, a copy of this filing, together with all enclosures, is being served upon all jurisdictional customers and interested state regulatory agencies.

#### **Certification**

Pursuant to 18 C.F.R. §§ 385.2005 and 385.2011, the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best of her knowledge and belief. Additionally, the undersigned possesses full power and authority to sign such filing.

Respectfully submitted,

/s/ Sorana Linder

Sorana Linder Director, Rates, Tariffs & Modernization

Enclosures

# **APPENDIX A**

# Columbia Gas Transmission, LLC FERC Gas Tariff, Fourth Revised Volume No. 1

# List of Proposed Tariff Records Primary Case

# **Tariff Section**

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V.4.	Currently Effective Rates, ITS Rates	88.0.0
V.5.	Currently Effective Rates, GTS Rates	90.0.0
V.6.	Currently Effective Rates, OPT Rates	91.0.0
V.7.	Currently Effective Rates, TPS Rates	91.0.0
V.8.	Currently Effective Rates, SST Rates	91.0.0
V.9.	Currently Effective Rates, FSS Rates	12.0.0
V.10.	Currently Effective Rates, ISS Rates	7.0.0
V.11.	Currently Effective Rates, SIT Rates	7.0.0
V.12.	Currently Effective Rates, FBS Rates	8.0.0
V.13.	Currently Effective Rates, PAL Rates	8.0.0
V.14.	Currently Effective Rates, Reserved for Future Use	6.0.0
V.15.	Currently Effective Rates, FT-C Rates	10.0.0
V.18.	Currently Effective Rates, Reserved for Future Use	36.0.0
V.21.	Currently Effective Rates, FTS-LXP Rates	36.0.0
V.22.	Currently Effective Rates, FTS-WBX Rates	33.0.0
V.23.	Currently Effective Rates, FTS-MXP Rates	32.0.0
V.24.	Currently Effective Rates, FTS-BXP Rates	22.0.0
VI.9.	Rate Schedules, FSS	6.0.0
VI.10.	Rate Schedules, FSS-M	5.0.0
VII.	Gen. Terms & Conditions, Table of Contents	12.0.0
VII.4.	Gen. Terms & Conditions, Availability of Capacity for Firm Services	11.0.0
VII.9.	Gen. Terms & Conditions, Operating Conditions	7.0.0
VII.12.	Gen. Terms & Conditions, MDDO and MDDQ	3.0.0
VII.13.	Gen. Terms & Conditions, Delivery Pressure	3.0.0
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Section 6.	Reserved for Future Use
Section 7.	Reserved for Future Use
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# Special Rate Schedules

- X-2 Transportation Agreement with Kentucky West Virginia Gas Company
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- X-99 Transportation and Exchange Agreement with Equitable Gas Company
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- X-131 Liquefied Natural Gas Storage Service Agreement with the City of Richmond, Virginia

X-132 Liquefied Natural Gas Storage Service Agreement with Commonwealth Gas Services, Inc.

X-133 Liquefied Natural Gas Storage Service Agreement with Virginia Natural Gas, Inc.

Currently Effective Rates Applicable to Rate Schedule FTS Rate Per Dth

	]	Base Tariff Rate 1/ 2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/ 4/	Daily Rate 2/4/
Rate Schedule FTS Reservation Charge 3/	\$	21.281	0.561	0.086	0.053	0.000	21.981	0.7227
Commodity Maximum	¢	1.10	0.08	0.54	0.00	0.00	1.72	1.72
Minimum	¢	1.10	0.08	0.54	0.00	0.00	1.72	1.72
Overrun Maximum	đ	71.06	1.92	0.82	0.17	0.00	73.99	73.99
Minimum	¢ ¢	1.10	0.08	0.82	0.17	0.00	1.72	1.72

1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.

2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (http://www.ferc.gov) is incorporated herein by reference.

3/ Minimum reservation charge is \$0.00.

4/ Transportation quantities received from TCO Pool that are delivered to any point on Transporter's system shall be assessed the applicable commodity charges, commodity surcharges, and Retainage, as provided for in this Tariff. Transportation quantities received from any point that are delivered to TCO Pool shall not be assessed commodity charges, commodity surcharges, or Retainage. Service agreements with TCO Pool as a firm primary receipt point or firm primary delivery point will be assessed applicable reservation charges and reservation surcharges.

## Currently Effective Rates Applicable to Rate Schedule NTS and NTS-S Rate Per Dth

		Base Tariff Rate 1/2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/ 5/	Daily Rate 2/ 5/
Rate Schedule NTS							Rute 2/ 5/	21 31
Reservation Charge 3/4/	\$	21.953	0.561	0.086	0.053	0.000	22.653	0.7448
Commodity								
Maximum	¢	1.10	0.08	0.54	0.00	0.00	1.72	1.72
Minimum	¢	1.10	0.08	0.54	0.00	0.00	1.72	1.72
Overrun								
Maximum	¢	73.27	1.92	0.82	0.17	0.00	76.20	76.20
Minimum	¢	1.10	0.08	0.54	0.00	0.00	1.72	1.72

1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.

2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.

3/ Minimum reservation charge is \$0.00.

4/ The rates shown above for Service under Rate Schedule NTS shall be applicable to Service under Rate Schedule NTS-S except that the maximum Reservation Fee shall be adjusted to reflect the applicable expedited period of gas flow (EPF) utilizing the following formula, rounded to 3 decimal places:

NTS-S = NTS \* (24/EPF) where: NTS-S = NTS-S Reservation Fee NTS = Applicable NTS Reservation Fee 24 = Number of Hours in a Gas Day EPF - MDO/MHO

5/ Transportation quantities received from TCO Pool that are delivered to any point on Transporter's system shall be assessed the applicable commodity charges, commodity surcharges, and Retainage, as provided for in this Tariff. Transportation quantities received from any point that are delivered to TCO Pool shall not be assessed commodity charges, commodity surcharges, or Retainage. Service agreements with TCO Pool as a firm primary receipt point or firm primary delivery point will be assessed applicable reservation charges and reservation surcharges.

V.4. Currently Effective Rates ITS Rates Version 88.0.0

Currently Effective Rates Applicable to Rate Schedule ITS Rate Per Dth

	Winter Maximum	Winter Minimum	Summer Maximum	Summer Minimum
Commodity	¢	¢	¢	¢
Base Tariff Rate 1/2/	89.17	1.10	59.70	1.10
TCRA Rates	1.91	0.08	1.31	0.08
EPCA Rates	0.82	0.54	0.73	0.54
OTRA Rates	0.18	0.00	0.12	0.00
CCRM-T Rates	0.00	0.00	0.00	0.00
Total Effective Rate 2/3/	92.08	1.72	61.86	1.72
Daily Rate 2/3/	92.08	1.72	61.86	1.72

- 1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.
- 2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.
- 3/ Transportation quantities received from TCO Pool that are delivered to any point on Transporter's system shall be assessed the applicable commodity charges, commodity surcharges, and Retainage, as provided for in this Tariff. Transportation quantities received from any point that are delivered to TCO Pool shall not be assessed commodity charges, commodity surcharges, or Retainage. Service agreements with TCO Pool as a firm primary receipt point or firm primary delivery point will be assessed applicable reservation charges and reservation surcharges.

Currently Effective Rates Applicable to Rate Schedule GTS Rate Per Dth

	Base Tariff Rate 1/ 2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/ 3/	Daily Rate 2/3/
Rate Schedule GTS							
Commodity							
Maximum	\$ 3.0142	0.0377	0.0111	0.0035	0.0000	3.0665	3.0665
Minimum	\$ 0.0180	0.0008	0.0054	0.00	0.00	0.0242	0.0242
MFCC	\$ 2.9962	0.0369	0.0057	0.0035	0.0000	3.0423	3.0423

- 1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.
- 2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.
- 3/ Transportation quantities received from TCO Pool that are delivered to any point on Transporter's system shall be assessed the applicable commodity charges, commodity surcharges, and Retainage, as provided for in this Tariff. Transportation quantities received from any point that are delivered to TCO Pool shall not be assessed commodity charges, commodity surcharges, or Retainage. Service agreements with TCO Pool as a firm primary receipt point or firm primary delivery point will be assessed applicable reservation charges and reservation surcharges.

#### Currently Effective Rates Applicable to Rate Schedule OPT Rate Per Dth

		Base Tariff Rate 1/2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/ 4/	Daily Rate 2/4/
Rate Schedule OPT		1, 2,					1000 2/ 1/	<b>_</b> / · ·/
30 Days Interruption								
Reservation Charge 3/	\$	19.532	0.514	0.079	0.049	0.000	20.174	0.6633
60 Days Interruption								
Reservation Charge 3/	\$	17.783	0.468	0.072	0.044	0.000	18.367	0.6038
Commodity								
Maximum	¢	1.10	0.08	0.54	0.00	0.00	1.72	1.72
Minimum	¢	1.10	0.08	0.54	0.00	0.00	1.72	1.72
Overrun								
30 Days Interruption								
Maximum	¢	65.31	1.77	0.80	0.16	0.00	68.05	68.05
Minimum	¢	1.10	0.08	0.54	0.00	0.00	1.72	1.72
60 Days Interruption								
Maximum	¢	59.56	1.62	0.78	0.14	0.00	62.10	62.10
Minimum	¢	1.10	0.08	0.54	0.00	0.00	1.72	1.72

1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.

2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference

3/ Minimum reservation charge is \$0.00.

4/ Transportation quantities received from TCO Pool that are delivered to any point on Transporter's system shall be assessed the applicable commodity charges, commodity surcharges, and Retainage, as provided for in this Tariff. Transportation quantities received from any point that are delivered to TCO Pool shall not be assessed commodity charges, commodity surcharges, or Retainage. Service agreements with TCO Pool as a firm primary receipt point or firm primary delivery point will be assessed applicable reservation charges and reservation surcharges.

Currently Effective Rates Applicable to Rate Schedule TPS Rate Per Dth

		Base Tariff Rate 1/ 2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/ 4/	Daily Rate 2/ 4/
Rate Schedule TPS Reservation Charge 3/ Commodity	\$	21.281	0.561	0.086	0.053	0.000	21.981	0.7227
Maximum	¢	1.10	0.08	0.54	0.00	0.00	1.72	1.72
Minimum	¢	1.10	0.08	0.54	0.00	0.00	1.72	1.72
Overrun								
Maximum	¢	71.06	1.92	0.82	0.17	0.00	73.99	73.99
Minimum	¢	1.10	0.08	0.54	0.00	0.00	1.72	1.72

- 1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.
- 2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.
- 3/ Minimum reservation charge is \$0.00.
- 4/ Transportation quantities received from TCO Pool that are delivered to any point on Transporter's system shall be assessed the applicable commodity charges, commodity surcharges, and Retainage, as provided for in this Tariff. Transportation quantities received from any point that are delivered to TCO Pool shall not be assessed commodity charges, commodity surcharges, or Retainage. Service agreements with TCO Pool as a firm primary receipt point or firm primary delivery point will be assessed applicable reservation charges and reservation surcharges.

Currently Effective Rates Applicable to Rate Schedule SST Rate Per Dth

		Base Tariff Rate 1/ 2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/ 4/	Daily Rate 2/4/
Rate Schedule SST								
Reservation Charge 3/	\$	21.278	0.561	0.086	0.053	0.000	21.978	0.7226
Commodity								
Maximum	¢	1.10	0.08	0.54	0.00	0.00	1.72	1.72
Minimum	¢	1.10	0.08	0.54	0.00	0.00	1.72	1.72
Overrun 4/								
Maximum	¢	71.06	1.92	0.82	0.17	0.00	73.98	73.98
Minimum	¢	1.10	0.08	0.54	0.00	0.00	1.72	1.72

- 1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.
- 2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.
- 3/ Minimum reservation charge is \$0.00.
- 4/ Transportation quantities received from TCO Pool that are delivered to any point on Transporter's system shall be assessed the applicable commodity charges, commodity surcharges, and Retainage, as provided for in this Tariff. Transportation quantities received from any point that are delivered to TCO Pool shall not be assessed commodity charges, commodity surcharges, or Retainage. Service agreements with TCO Pool as a firm primary receipt point or firm primary delivery point will be assessed applicable reservation charges and reservation surcharges.

Currently Effective Rates Applicable to Rate Schedule FSS Rate Per Dth

		Base Transportation		tation Cost			CCRM-S	Total	Daily
		Tariff	Rate Adjustment				Rate	Effective	Rate
		Rate	Current	Surcharge	Current	Surcharge		Rate	
		1/2/							
Rate Schedule FSS									
<b>Reservation Charge</b>	\$	6.461	-	-	-	-	0.000	6.461	0.2124
Capacity	¢	11.60	-	-	-	-	0.00	11.60	11.60
Injection	¢	3.33	-	-	-	-	0.00	3.33	3.33
Withdrawal	¢	3.33	-	-	-	-	0.00	3.33	3.33
Overrun	¢	39.50	-	-	-	-	0.00	39.50	39.50

- 1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.
- 2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.

Currently Effective Rates Applicable to Rate Schedule ISS Rate Per Dth

		Base	1		Electric Power Costs Adjustment		Total Effective	Daily Rate
		Tariff						
		Rate	Current	Surcharge	Current	Surcharge	Rate	
		1/ 2/						
Rate Schedule ISS								
Commodity								
Maximum	¢	32.84	-	-	-	-	32.84	32.84
Minimum	¢	0.00	-	-	-	-	0.00	0.00
Injection	¢	3.33	-	-	-	-	3.33	3.33
Withdrawal	¢	3.33	-	-	-	-	3.33	3.33

1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.

2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.

Currently Effective Rates Applicable to Rate Schedule SIT Rate Per Dth

		Base Tariff	Transportation Cost Rate Adjustment		Electric Power Costs Adjustment		Total Effective	Daily Rate
		Rate 1/2/	Current	Surcharge	Current	Surcharge	Rate 2/	2/
Rate Schedule SIT Commodity								
Maximum	¢	14.29	-	-	-	-	14.29	14.29
Minimum	¢	3.33	-	-	-	-	3.33	3.33

- 1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.
- 2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 fo the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.

Currently Effective Rates Applicable to Rate Schedule FBS Rate Per Dth

		Base	Transportation Cost		Electri	Electric Power		Total
		Tariff	Rate Adjustment		Costs A	djustment	Rate	Effective
		Rate 1/2/	Current	Surcharge	Current	Surcharge		Rate
Rate Schedule FBS								
<b>Reservation Charge</b>	\$	0.2124	-	-	-	-	0.0000	0.2124
Capacity	¢	11.60	-	-	-	-	0.00	11.60
Injection	¢	3.33	-	-	-	-	0.00	3.33
Withdrawal	¢	3.33	-	-	-	-	0.00	3.33
Overrun	¢	39.50	-	-	-	-	0.00	39.50

- 1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.
- 2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.

Currently Effective Rates Applicable to Rate Schedule PAL Rate Per Dth

		Winter Season Total Effective Daily Rate	Summer Season Total Effective Daily Rate		
Rate Schedule PAL					
Account Balance Charg	ge				
Maximum	¢	89.17	59.70		
Minimum	¢	1.10	1.10		

V.13. Currently Effective Rates PAL Rates Version 8.0.0

V.14. Currently Effective Rates Reserved for Future Use Version 6.0.0

**RESERVED FOR FUTURE USE** 

Currently Effective Rates Applicable to Rate Schedule FT-C Rate Per Dth

		Base Tariff Rate	Total Effective Rate	Daily Rate
			1/	1/
Rate Schedule FT-C				
Reservation Charge 2/	\$	3.621	3.621	0.1190
Commodity				
Maximum	¢	0.00	0.00	0.00
Minimum	¢	0.00	0.00	0.00
Overrun	¢	11.90	11.90	11.90

- 1/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.
- 2/ Minimum reservation charge is \$0.00.

V.18. Currently Effective Rates Reserved for Future Use Version 36.0.0

### **RESERVED FOR FUTURE USE**

Currently Effective Rates Applicable to Rate Schedule FTS-LXP Incremental Leach XPress Service Rate Per Dth

		Base Tariff Rate 1/ 2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/4/	Daily Rate 2/4/
Rate Schedule FTS-LXP								
Reservation Charge 3/	\$	29.487	0.561	0.086	0.053	0.000	30.187	0.9924
Commodity								
Maximum	¢	0.17	0.08	0.54	0.00	0.00	0.79	0.79
Minimum	¢	0.17	0.08	0.54	0.00	0.00	0.79	0.79
Overrun								
Maximum	¢	97.11	1.92	0.82	0.17	0.00	100.03	100.03
Minimum	¢	0.17	0.08	0.54	0.00	0.00	0.79	0.79

- 1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.
- 2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.
- 3/ Minimum reservation charge is \$0.00.
- 4/ Transportation quantities received from TCO Pool that are delivered to any point on Transporter's system shall be assessed the applicable commodity charges, commodity surcharges, and Retainage, as provided for in this Tariff. Transportation quantities received from any point that are delivered to TCO Pool shall not be assessed commodity charges, commodity surcharges, or Retainage. Service agreements with TCO Pool as a firm primary receipt point or firm primary delivery point will be assessed applicable reservation charges and reservation surcharges.

Currently Effective Rates Applicable to Rate Schedule FTS-WBX Incremental WB XPress Service Rate Per Dth

		Base Tariff Rate 1/2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/ 4/	Daily Rate 2/4/
Rate Schedule FTS-WBX								
Reservation Charge 3/	\$	21.281	0.561	0.086	0.053	0.00	21.981	0.7227
Commodity								
Maximum	¢	1.10	0.08	0.54	0.00	0.00	1.72	1.72
Minimum	¢	1.10	0.08	0.54	0.00	0.00	1.72	1.72
Overrun								
Maximum	¢	71.06	1.92	0.82	0.17	0.00	73.99	73.99
Minimum	¢	1.10	0.08	0.54	0.00	0.00	1.72	1.72

- 1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.
- 2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (http://www.ferc.gov) is incorporated herein by reference.
- 3/ Minimum reservation charge is \$0.00.
- 4/ Transportation quantities received from TCO Pool that are delivered to any point on Transporter's system shall be assessed the applicable commodity charges, commodity surcharges, and Retainage, as provided for in this Tariff. Transportation quantities received from any point that are delivered to TCO Pool shall not be assessed commodity charges, commodity surcharges, or Retainage. Service agreements with TCO Pool as a firm primary receipt point or firm primary delivery point will be assessed applicable reservation charges and reservation surcharges.

Currently Effective Rates Applicable to Rate Schedule FTS-MXP Incremental Mountaineer XPress Service Rate Per Dth

		Base Tariff Rate 1/ 2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/4/	Daily Rate 2/4/
Rate Schedule FTS-MXP								
Reservation Charge 3/	\$	46.739	0.561	0.086	0.053	0.00	47.439	1.5596
Commodity								
Maximum	¢	0.11	0.08	0.54	0.00	0.00	0.73	0.73
Minimum	¢	0.11	0.08	0.54	0.00	0.00	0.73	0.73
Overrun								
Maximum	¢	153.77	1.92	0.82	0.17	0.00	156.69	156.69
Minimum	¢	0.11	0.08	0.54	0.00	0.00	0.73	0.73

- 1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.
- 2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (http://www.ferc.gov) is incorporated herein by reference.
- 3/ Minimum reservation charge is \$0.00.
- 4/ Transportation quantities received from TCO Pool that are delivered to any point on Transporter's system shall be assessed the applicable commodity charges, commodity surcharges, and Retainage, as provided for in this Tariff. Transportation quantities received from any point that are delivered to TCO Pool shall not be assessed commodity charges, commodity surcharges, or Retainage. Service agreements with TCO Pool as a firm primary receipt point or firm primary delivery point will be assessed applicable reservation charges and reservation surcharges.

Currently Effective Rates Applicable to Rate Schedule FTS-BXP Incremental Buckeye XPress Service Rate Per Dth

		Base Tariff Rate 1/ 2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/	Daily Rate 2/
Rate Schedule FTS-BXP								
Reservation Charge 3/	\$	21.281	0.561	0.086	0.053	0.00	21.981	0.7227
Commodity								
Maximum	¢	1.10	0.08	0.54	0.00	0.00	1.72	1.72
Minimum	¢	1.10	0.08	0.54	0.00	0.00	1.72	1.72
Overrun								
Maximum	¢	71.06	1.92	0.82	0.17	0.00	73.99	73.99
Minimum	¢	1.10	0.08	0.54	0.00	0.00	1.72	1.72

1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.

2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.

3/ Minimum reservation charge is \$0.00.

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#### FSS RATE SCHEDULE FIRM STORAGE SERVICE

#### 1. AVAILABILITY

Service under this Rate Schedule is available from Columbia Gas Transmission, LLC (Transporter) to any Shipper, provided that (i) Transporter has sufficient facilities and storage capacity available to inject, store, and withdraw gas for Shipper, (ii) Transporter has awarded capacity to Shipper under the provisions of Section 4 (Availability of Capacity for Firm Services) of the General Terms and Conditions, through construction of facilities, or pursuant to Transporter's Order No. 636 restructuring proceeding in FERC Docket No. RS92-5-000, (iii) Shipper has executed an FSS Service Agreement with Transporter, and (iv) Shipper complies with the provisions of this Rate Schedule and with all other applicable provisions of this Tariff.

#### 2. <u>APPLICABILITY AND CHARACTER OF SERVICE</u>

(a) Service provided under this Rate Schedule shall be performed under Subpart B or G of Part 284 of the Commission's Regulations. Subject to the limitations set forth below, Transporter shall inject and store quantities and withdraw thermally equivalent quantities, less storage gas loss, for Shipper. Such service shall be provided on a firm basis and shall apply to all gas delivered to Transporter for Shipper and stored under this Rate Schedule, up to the Storage Contract Quantity (SCQ) set forth in Shipper's FSS Service Agreement. Shipper's Maximum Daily Storage Quantity (MDSQ) under this FSS Rate Schedule shall be that specified in Shipper's FSS Service Agreement.

(b) Service provided under this Rate Schedule (i) shall have the priority specified in Section 7 (Capacity Allocation) of the General Terms and Conditions, (ii) shall be subject to interruption to the extent provided in this Rate Schedule or in Section 16 (Interruptions of Service) of the General Terms and Conditions, and (iii) shall be subject to operational flow orders issued by Transporter to protect the integrity, including the performance capability, of its storage facilities, or otherwise to the extent provided in this Rate Schedule or in Section 17 (Operational Flow Orders) of the General Terms and Conditions.

(c) Shipper's FSS inventory under this Rate Schedule shall be increased or decreased by any actual imbalances (actual receipts compared to actual deliveries) created under any other Service Agreement(s) Shipper has with Transporter, except for the TPS Rate Schedule, and the imbalance shall be removed from such other Service Agreement(s); provided, however, a Rate Schedule TPS Shipper's FSS inventory may also be adjusted in accordance with the provisions of the TPS Rate Schedule. Such increase or decrease shall be deemed to be a storage injection or withdrawal under Shipper's FSS Service Agreement. Such a transfer to or from FSS inventory shall not relieve Shipper from its responsibility to pay all applicable transportation charges for the transportation into or out of storage. The appropriate maximum commodity charges and surcharges (and any overrun charges) will be assessed for the transportation into or out of storage under the appropriate transportation Service Agreement held by Shipper in the following order of

priority, if Shipper holds more than one firm transportation agreement, up to the Transportation Demand under each: (i) SST Service Agreement; (ii) NTS Service Agreement; (iii) NTS-S Service Agreement; or (iv) FTS Service Agreement; provided, that Shipper may notify Transporter in writing of a preferred different order of priority for the specified Rate Schedules. Such notice must be received by Transporter at least 30 days prior to the beginning of the Month for which it is to be initially effective. To the extent that the resulting debit or credit to Shipper's FSS inventory (i) corrects a transportation imbalance not associated with city gate deliveries, and (ii) causes Shipper to exceed its SCQ, Transporter shall waive that portion of any penalty resulting from such debit or credit. Any such action shall not increase Transporter's firm service obligations.

(d) Subject to the limitations and requirements set forth in this Rate Schedule or in Shipper's FSS Service Agreement, Transporter shall (i) inject quantities received by Transporter from or on behalf of Shipper and designated by Shipper for delivery to "FSS Storage", up to the SCQ set forth in Shipper's FSS Service Agreement plus sufficient quantities for Storage Gas Loss Retainage, (ii) deliver to Shipper thermally equivalent quantities of gas, less Storage Gas Loss Retainage, up to the SCQ set forth in Shipper's FSS Service Agreement, and (iii) inject or withdraw quantities to correct imbalances, as provided for in paragraph (c) immediately above. Transporter shall not be obligated under this Rate Schedule on any Day to deliver to Shipper gas in excess of the quantities then held in storage for Shipper.

(e) Daily quantities nominated by Shipper for withdrawal from FSS storage under any of Shipper's transportation Service Agreements shall be deemed to be withdrawals from Shipper's FSS account.

(f) Service rights under an FSS Service Agreement may be released and assigned in accordance with Section 14 (Release and Assignment of Service Rights) of the General Terms and Conditions. Service to a replacement shipper under any such release and assignment shall be subject to the provisions set forth in this Rate Schedule and in the General Terms and Conditions. If a Shipper releases only a portion of its service rights under an FSS Service Agreement, such release shall not change the existing ratio of the SCQ and the MDSQ for Shipper's remaining unreleased service.

(g) Transporter and Shipper may mutually agree on a not unduly discriminatory basis to (i) different termination dates for specified volumes of Storage Contract Quantity and Maximum Daily Storage Quantity within the same Service Agreement and/or (ii) combine Service Agreements under this Rate Schedule into a single Service Agreement under this Rate Schedule with different termination dates for specified volumes of Storage Contract Quantity and Maximum Daily Storage Quantity. Transporter and Shipper may mutually agree to combine Service Agreements only to the extent that the individual Service Agreement's rates, terms, and conditions can be distinctly maintained and will not be altered by the combination. For each Service Agreement(s) executed in accordance with this Section 2(g), each of the varying termination dates and associated volumes of Storage Contract Quantity and Maximum Daily Storage Quantity will be set forth on a separate Appendix A to the Service Agreement applicable

to service pursuant to this Rate Schedule. Each component with a different termination date for a specified volume of Storage Contract Quantity and Maximum Daily Storage Quantity within the same Service Agreement and reflected in a separate Appendix A will be regarded as a single Service Agreement for purposes of Shipper's exercise of any right of first refusal under the provisions of Section 4 of the General Terms and Conditions of Transporter's Tariff. In the event of a constraint or other occurrence that precludes combined nominations or allocations, Transporter may advise Shippers under such combined Service Agreements that capacity must be nominated separately, and is subject to separate allocation, pursuant to the terms of each separate Appendix A of the Service Agreement. Each Appendix A of the combined Service Agreements will be identified by its original contract number or such other identification convention determined to be applicable by Transporter.

### 3. <u>INJECTIONS INTO STORAGE</u>

(a) Transporter shall not be obligated on any Day to inject gas into storage for Shipper in excess of Shipper's Maximum Daily Injection Quantities (MDIQ), as described in this Section. A request by Shipper to make injections in excess of its MDIQ shall be submitted to Transporter electronically through Transporter's EBB, and shall be received by Transporter at least 24 hours in advance of the requested injections. In the event that Shipper makes such a request, Transporter will grant the request to the extent that additional injection flexibility exists during the time period of the request in accordance with Section 7 (Capacity Allocation) of the General Terms and Conditions.

(b) Injections under this Rate Schedule shall have the priority described in Section 7 (Capacity Allocation) of the General Terms and Conditions and shall be subject to interruption to the extent provided in this Rate Schedule or in Section 16 (Interruptions of Service) of the General Terms and Conditions. Except for reasons of force majeure, Shipper shall notify Transporter electronically through Transporter's EBB at least 24 hours in advance of any change in the daily quantities of gas Shipper desires to deliver or cause to be delivered to Transporter for storage under this Rate Schedule. If a force majeure event causes a material change in the quantities of gas that will be delivered to Transporter for storage on Shipper's behalf under this Rate Schedule, Shipper shall notify or cause Transporter to be notified as soon as possible after that force majeure event.

(c) Quantities to be stored hereunder may be delivered to Transporter throughout the year. The Maximum Monthly Injection Quantities (MMIQ) which may be injected during the Months shall be limited to the following percentages of Shipper's SCQ:

April	15%	August	18%	December	10%
May	20%	September	13%	January	10%
June	20%	October	9%	February	10%
July	20%	November	5%	March	10%

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Shipper's MDIQ shall be 1/25th of the applicable limitation on Shipper's MMIQ, except during the Months of November and December when the MDIQ shall be 1/30th of the applicable limitation on Shipper's MMIQ. A request by Shipper for permission to make injections in excess of its MMIQ shall be submitted to Transporter electronically through Transporter's EBB at least 24 hours in advance. Transporter shall grant any such request to the extent that: (i) additional injection flexibility exists during the time period of the request in accordance with Section 7 (Capacity Allocation) of the General Terms and Conditions; and (ii) Transporter, in its reasonable discretion, can operationally accommodate the request(s).

(d) A Shipper under this Rate Schedule may have no more than 60% of its SCQ in storage as of June 30, and no more than 85% of its SCQ in storage as of August 31. Quantities in excess of 60% of Shipper's SCQ as of June 30, or 85% of Shipper's SCQ as of August 31, shall not be carried over beyond June 30 or August 31, as applicable.

(e) Quantities nominated for delivery to Shipper's delivery points on any Day under all Service Agreements with Transporter held by Shipper and by other shippers delivering to Shipper, but not taken by Shipper on such Day, shall be deemed to be injections into FSS Storage for Shipper under this Rate Schedule.

(f) Transporter may waive a Shipper's default of any of the limitations set forth in this Section that has already occurred. In addition, Transporter may waive a Shipper's default of such limitations in advance, provided that such a waiver is to address a specific, temporary, operational problem. Any waiver granted pursuant to this Section must be granted in a non-discriminatory manner on a case-by-case basis.

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#### 4. <u>WITHDRAWALS FROM STORAGE</u>

At or before 11:00 a.m. Eastern Time on the Day before the Day on which (a) Shipper desires deliveries from Transporter under this Rate Schedule, or at such later time as Transporter may from time to time specify, Shipper shall notify Transporter electronically through Transporter's EBB of the quantities to be withdrawn and delivered by Transporter to or for Shipper for transportation and the dates on which such withdrawals are requested. When Shipper's actual takes will not match total nominated withdrawal quantities, Shipper shall notify Transporter electronically through Transporter's EBB in advance on the delivery Day by means of revised nominations. Transporter shall not be obligated on any Day to withdraw and deliver gas to Shipper in excess of Shipper's Maximum Daily Withdrawal Quantity (MDWQ), as described in this Section, plus sufficient quantities for Retainage under Shipper's transportation Service Agreement with Transporter. A request by Shipper for permission to make withdrawals in excess of its MDWQ shall be submitted to Transporter electronically through Transporter's EBB at least 24 hours in advance. In the event that Shipper makes such a request, Transporter will grant the request to the extent that additional withdrawal flexibility exists during the time period of the request in accordance with Section 7 (Capacity Allocation) of the General Terms and Conditions.

(b) Transporter shall deliver Shipper's SCQ throughout the year, subject to the limitations set forth herein. Shipper's MDWQ shall be based upon and limited by Shipper's SCQ inventory remaining in storage determined in accordance with Transporter's best estimates as follows:

% of SCQ in Inventory	MDWQ as a % of MDSQ
100% to 30%	100%
less than 30% to 20%	80%
less than 20% to 10%	65%
less than 10% to 0%	50%

(c) The minimum and maximum monthly net withdrawal quantities for the Months November through March shall be as follows:

<u>Month</u>	Minimum % _of SCQ_	Maximum % _of SCQ
November	No minimum	40%
December	No minimum	40%
January	No minimum	40%
February	10%	30%
March	10%	20%

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A request by Shipper for permission to make withdrawals in excess of its maximum monthly net withdrawal limit shall be submitted to Transporter electronically through Transporter's EBB at least 24 hours in advance. Transporter shall grant any such request to the extent that: (i) additional withdrawal flexibility exists during the time period of the request in accordance with Section 7 (Capacity Allocation) of the General Terms and Conditions; and (ii) Transporter, in its reasonable discretion, can operationally accommodate the request(s). If Shipper exceeds the maximum monthly net withdrawal limit during any of the Months November through March, Shipper's maximum monthly net withdrawal quantity for the succeeding Month shall be reduced by an amount equal to the excess quantities withdrawn during the excess withdrawal Month. Shipper's withdrawals during the Months April through October shall not be subject to maximum or minimum withdrawal limits; provided, however, that Shipper's withdrawals during that period shall be subject to the limitations of Shipper's SCQ levels.

(d) Shipper's maximum storage inventory on April 1 shall not exceed 25% of its SCQ. Shipper's maximum storage inventory on February 1 shall not exceed 65% of its SCQ. Quantities in excess of 25% of Shipper's SCQ on April 1, or 65% of Shipper's SCQ on February 1, shall not be carried over beyond April 1 or February 1, as applicable.

(e) Quantities taken on any Day by Shipper under all Service Agreements with Transporter held by Shipper and by other shippers delivering to Shipper, but not nominated by Shipper on such Day, shall be deemed to be withdrawals from FSS storage for Shipper under this Rate Schedule.

(f) Shipper may withdraw from storage on an interruptible basis, quantities in excess of Shipper's MDWQ. Such interruptible withdrawals shall have the priority set forth in Section 7 (Capacity Allocation) of the General Terms and Conditions and shall be subject to interruption as set forth in Section 16 (Interruptions of Service) of the General Terms and Conditions.

(g) Transporter may waive a Shipper's default of any of the limitations set forth in this Section that has already occurred. In addition, Transporter may waive a Shipper's default of such limitations in advance, provided that such a waiver is to address a specific, temporary, operational problem. Any waiver granted pursuant to this Section must be granted in a non-discriminatory manner on case-by-case basis.

# 5. <u>RECEIPT AND DELIVERY POINTS</u>

Service under this Rate Schedule shall not be subject to the flexible receipt and delivery point provisions of Section 11 (Flexible Primary and Secondary Receipt and Delivery Points) of the General Terms and Conditions. The point of delivery for all gas tendered to Transporter for storage under this Rate Schedule shall be designated in transportation Service Agreement(s) with Transporter as "FSS Storage." The point of receipt for all gas delivered by Transporter to Shipper hereunder shall be designated in Shipper's Service Agreements with Transporter as "FSS Storage."

### 6. <u>RATE</u>

(a) The charges to be paid by Shipper, as set forth in paragraph (b) below, shall be no higher than any applicable maximum charges and no lower than any applicable minimum charges set forth in the currently effective Part V.9 of this Tariff, unless otherwise mutually agreed to by Transporter and Shipper with respect to the charges identified in Section 6(b) below.

(b) For all service rendered under this Rate Schedule, Shipper each month shall pay Transporter the charges set forth below, unless otherwise mutually agreed to by Transporter and Shipper with respect to the charges identified in Section 6(b) below and specified in Shipper's FSS Service Agreement.

(1) <u>Reservation Charge</u>. The maximum Reservation Charge for each Month, assessed on each Dth of the MDSQ specified in Shipper's FSS Service Agreement.

(2) <u>Capacity Charge</u>. The maximum Capacity Charge for each Month, assessed on each Dth of the SCQ specified in Shipper's FSS Service Agreement.

(3) <u>Injection Charge</u>. The Injection Charge per Dth of daily net gas injections of gas into storage by Transporter during the Month for the account of Shipper under this Rate Schedule.

(4) <u>Withdrawal Charge</u>. The Withdrawal Charge per Dth of daily net withdrawals of gas from storage for delivery by Transporter during the Month to or for the account of Shipper.

(5) <u>Overrun Charge</u>. The applicable maximum Overrun Charge per Dth of gas delivered on any Day during the Month in excess of Shipper's MDSQ.

(6) <u>Surcharges</u>. The surcharges applicable to this Rate Schedule.

(c) The charges and surcharges described in this Rate Schedule are subject to adjustment in accordance with the procedures set forth in the General Terms and Conditions.

(d) From the quantities delivered into storage for Shipper, Transporter shall retain the Storage Gas Loss Retainage Percentage of gas specified in the currently effective Part V.17, unless otherwise negotiated by Transporter and Shipper, and specified in Shipper's FSS Service Agreement. That percentage shall be subject to adjustment in accordance with Section 35 (Retainage Adjustment Mechanism) of the General Terms and Conditions.

(e) Shipper shall remain responsible for all property or other taxes associated with the quantities held for Shipper in storage under this Rate Schedule. Transporter periodically shall

report to Shipper the quantities in storage, allocated by State, to enable Shipper to calculate and pay all taxes associated with those storage quantities. All of Transporter's storage fields shall be treated conjunctively and each Shipper's storage gas shall be deemed to be proportionally allocated to all of Transporter's storage fields based on total working gas in storage.

(f) The Reservation Charge shall apply as of the date service is deemed to commence by the terms of Shipper's FSS Service Agreement.

(g) Transporter shall be responsible for any loss, cost, or expense arising from any loss of Shipper's gas in Transporter's storage that results from Transporter's negligence or failure to exercise due diligence. Notwithstanding the provisions in Section 22 (Possession of Gas) of the General Terms and Conditions, Shipper shall be responsible for obtaining its own insurance for any gas in storage, and shall hold Transporter harmless from any loss, cost, or expense arising from any loss of storage gas that results from a force majeure event or that is not the result of Transporter's negligence or failure to exercise due diligence.

# 7. <u>PENALTIES</u>

(a) If Shipper fails to comply with an interruption order issued by Transporter pursuant to this Rate Schedule or Section 16 (Interruptions of Service) of the General Terms and Conditions and thereby causes:

(1) Injections in excess of 103 percent of the lowered MDIQ set by Transporter's interruption order (Lowered Quantity), Shipper shall be assessed and pay penalties based on a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts Gas Daily price survey for all quantities tendered in excess of its Lowered Quantity; or

(2) Withdrawals in excess of 103 percent of the lowered MDWQ set by Transporter's interruption order (Lowered Quantity), Shipper shall be assessed and pay penalties based on the higher of: (i) a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts <u>Gas</u> <u>Daily</u> price survey or (ii) a price per Dth equal to 150 percent of the highest midpoint posting for either: Mich Con City-gate, Transco, Zone 6 Non-N.Y., or Texas Eastern, M-2 Receipts as published in Platts <u>Gas Daily</u> price survey for all quantities taken in excess of its Lowered Quantity. Section 7(a)(2)(ii) penalties will only be assessed on days in which the daily spot price of gas exceeds three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia."

(b) If Shipper fails to comply with an operational flow order issued by Transporter pursuant to Section 17 (Operational Flow Orders) of the General Terms and Conditions, a penalty based on the higher of: (i) a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts <u>Gas Daily</u> price survey or (ii) a price per Dth equal to 150 percent of the highest midpoint posting for either: Mich Con

City-gate, Transco, Zone 6 Non-N.Y., or Texas Eastern, M-2 Receipts as published in Platts <u>Gas</u> <u>Daily</u> price survey shall be assessed to Shipper for all quantities in violation of that operational flow order. Section 7(b)(ii) penalties will only be assessed on days in which the daily spot price of gas exceeds three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia."

(c) On any Day on which Shipper's injections into storage exceed 110 percent of its applicable MDIQ as described in Section 3(c) of this Rate Schedule, Shipper shall pay Transporter a penalty of \$5.00 per Dth for all quantities injected in excess of 110 percent of its MDIQ.

(d) In any Month in which Shipper's total monthly injection quantities exceed 105 percent of the applicable MMIQ as described in Section 3 of this Rate Schedule, Shipper shall pay Transporter a penalty of \$5.00 per Dth for all quantities injected in excess of 105 percent of the applicable MMIQ.

(e) In any Month in which Shipper's net withdrawals from storage exceed the applicable limits set forth in Section 4 of this Rate Schedule, Shipper shall pay Transporter a penalty of \$5.00 per Dth for all quantities withdrawn in excess of such limits.

(f) If Shipper's injections into storage on any Day exceed its SCQ, Shipper shall pay Transporter a penalty of \$5.00 per Dth for all quantities injected in excess of its SCQ. If Shipper's withdrawals from storage on any Day result in its FSS account having a negative SCQ balance, Shipper shall pay Transporter a penalty of \$5.00 per Dth.

(g) On any Day in which Shipper's unauthorized withdrawals from storage exceed 103 percent of its applicable MDWQ, as described in Section 4(b) of this Rate Schedule, Shipper shall pay Transporter a penalty based on the higher of: (i) a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts <u>Gas Daily</u> price survey or (ii) a price per Dth equal to 150 percent of the highest midpoint posting for either: Mich Con City-gate, Transco, Zone 6 Non-N.Y., or Texas Eastern, M-2 Receipts as published in Platts <u>Gas Daily</u> price survey for all quantities withdrawn in excess of 103 percent of its MDWQ, provided Transporter shall reduce penalties under this provision to the extent Shipper may pay penalties under Service Agreements under other Rate Schedules for the same quantities. Section 7(g)(ii) penalties will only be assessed on days in which the daily spot price for gas exceeds three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia."

(h) If Shipper: (i) violates an operational flow order issued by Transporter to withdraw quantities; (ii) fails to withdraw the minimum monthly withdrawal quantity as described in Section 4(c) of this Rate Schedule; (iii) carries over quantities beyond June 30 in excess of 60%, or beyond August 31 excess of 85%, of a Shipper's SCQ limitation as set forth in Section 3(d) of this Rate Schedule; or (iv) carries over quantities beyond April 1 in excess of 25%, or beyond February 1 in excess of 65%, of a Shipper's SCQ limitation as set forth in

Section 4(d) of this Rate Schedule, any such quantities automatically shall be forfeited by Shipper to Transporter, free and clear of all liens and encumbrances. Transporter shall post such forfeited quantities on its EBB as gas available for sale to the highest bidder within a 24 hour notice period. Such posting may provide as a condition of sale that such gas be withdrawn from storage within a period of time to be specified in the notice. Upon receipt of payment, Transporter shall treat the forfeited gas proceeds as Penalty Revenues as defined in Section 19.6 of the General Terms and Conditions.

(i) All penalties and charges assessed under this Section shall be assessed and paid in addition to all applicable storage rates and charges under this Rate Schedule, including any overrun charges.

(j) In the event Shipper seeks to avoid any penalty provided for in this Section on the ground that such charge was incurred because of a force majeure event as defined in Section 15 (Force Majeure) of the General Terms and Conditions, Shipper shall document such force majeure event to Transporter. Transporter shall waive penalties to the extent that it determines that the imbalance was caused by a bona fide force majeure event as defined in said Section 15.

(k) Transporter may waive its right to collect all or any portion of penalties assessed against Shipper or its right to retain all or any portion of Shipper's gas, provided that any such waiver is granted in a nondiscriminatory manner.

# 8. <u>GENERAL TERMS AND CONDITIONS</u>

All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof, with the exception of Sections 11, 19.1, 19.2, and 19.4, 33, 34, 36 through 41, 44 and 45.

#### FSS-M RATE SCHEDULE FIRM STORAGE SERVICE WITH MARKET-BASED RATES

### 1. <u>AVAILABILITY</u>

Service under this Rate Schedule is available from Columbia Gas Transmission, LLC (Transporter) to any Shipper, provided that (i) Transporter has sufficient facilities and storage capacity available to inject, store, and withdraw gas for Shipper, (ii) Transporter has awarded capacity to Shipper under the provisions of Section 50 (Storage Service with Market-Based Rates) of the General Terms and Conditions (iii) Shipper has executed an FSS-M Service Agreement with Transporter, and (iv) Shipper complies with the provisions of this Rate Schedule and with all other applicable provisions of this Tariff.

#### 2. <u>APPLICABILITY AND CHARACTER OF SERVICE</u>

(a) Subject to the limitations set forth below, Transporter will inject and store quantities and withdraw thermally equivalent quantities, less storage gas loss, for Shipper. This service will be provided on a firm basis and will apply to all gas delivered to Transporter for Shipper and stored under this Rate Schedule, up to the Storage Contract Quantity (SCQ) set forth in Shipper's FSS-M Service Agreement. Shipper's Maximum Daily Storage Quantity (MDSQ) under this FSS-M Rate Schedule will be specified in Shipper's FSS-M Service Agreement.

(b) Service provided under this Rate Schedule will: (i) have the priority specified in Section 7 (Capacity Allocation) of the General Terms and Conditions, (ii) be subject to interruption to the extent provided in this Rate Schedule or in Section 16 (Interruptions of Service) of the General Terms and Conditions, and (iii) be subject to operational flow orders issued by Transporter to protect the integrity, including the performance capability, of its storage facilities, or otherwise to the extent provided in this Rate Schedule or in Section 17 (Operational Flow Orders) of the General Terms and Conditions.

(c) Subject to the limitations and requirements set forth in this Rate Schedule or in Shipper's FSS-M Service Agreement, Transporter will (i) inject quantities received by Transporter from or on behalf of Shipper and designated by Shipper for delivery to "FSS-M Storage", up to the SCQ set forth in Shipper's FSS-M Service Agreement plus sufficient quantities for Storage Gas Loss Retainage, (ii) deliver to Shipper thermally equivalent quantities of gas, less Storage Gas Loss Retainage, up to the SCQ set forth in Shipper's FSS-M Service Agreement, and (iii) inject or withdraw quantities to correct imbalances, as provided for in paragraph (c) immediately above. Transporter will not be obligated under this Rate Schedule on any Day to deliver to Shipper gas in excess of the quantities then held in storage for Shipper.

(d) Daily quantities nominated by Shipper for withdrawal from FSS-M storage under any of Shipper's transportation Service Agreements will be deemed to be withdrawals from Shipper's FSS-M account. (e) Service rights under an FSS-M Service Agreement may be released and assigned in accordance with Section 14 (Release and Assignment of Service Rights) of the General Terms and Conditions. Service to a replacement shipper under any release and assignment will be subject to the provisions set forth in this Rate Schedule and in the General Terms and Conditions. If a Shipper releases only a portion of its service rights under an FSS-M Service Agreement, that release will not change the existing ratio of the SCQ and the MDSQ for Shipper's remaining unreleased service.

(f) Transporter and Shipper may mutually agree on a not unduly discriminatory basis to (i) different termination dates for specified volumes of Storage Contract Quantity and Maximum Daily Storage Quantity within the same Service Agreement and/or (ii) combine multiple Service Agreements under this Rate Schedule into a single Service Agreement under this Rate Schedule with different termination dates for specified volumes of Storage Contract Quantity and Maximum Daily Storage Quantity. Transporter and Shipper may mutually agree to combine Service Agreements only if the individual Service Agreement's rates, terms, and conditions can be distinctly maintained and will not be altered by the combination. For each Service Agreement(s) executed in accordance with this Section 2(f), each of the varying termination dates and associated volumes of Storage Contract Quantity and Maximum Daily Storage Quantity will be set forth on a separate Appendix A to the Service Agreement applicable to service pursuant to this Rate Schedule. Each component with a different termination date for a specified volume of Storage Contract Quantity and Maximum Daily Storage Quantity within the same Service Agreement and reflected in a separate Appendix A will be regarded as a single Service Agreement for purposes of Shipper's exercise of any right of first refusal under the provisions of Section 4 of the General Terms and Conditions of Transporter's Tariff. If a constraint or other occurrence precludes combined nominations or allocations, Transporter may advise Shippers under combined Service Agreements that capacity must be nominated separately, and is subject to separate allocation, pursuant to the terms of each separate Appendix A of the Service Agreement. Each Appendix A of the combined Service Agreements will be identified by its original contract number or such other identification convention determined to be applicable by Transporter.

# 3. <u>INJECTIONS INTO STORAGE</u>

(a) Transporter will not be obligated on any Day to inject gas into storage for Shipper in excess of Shipper's Maximum Daily Injection Quantities (MDIQ), as described in this Section. A request by Shipper to make injections in excess of its MDIQ must be submitted to Transporter electronically through Transporter's EBB and be received by Transporter at least 24 hours in advance of the requested injections. If Shipper makes such a request, Transporter will grant the request if there is additional injection flexibility during the time period of the request in accordance with Section 7 (Capacity Allocation) of the General Terms and Conditions.

(b) Injections under this Rate Schedule will have the priority described in Section 7 (Capacity Allocation) of the General Terms and Conditions and will be subject to interruption to the extent provided in this Rate Schedule or in Section 16 (Interruptions of Service) of the

General Terms and Conditions. Except for reasons of force majeure, Shipper must notify Transporter electronically through Transporter's EBB at least 24 hours in advance of any change in the daily quantities of gas Shipper desires to deliver or cause to be delivered to Transporter for storage under this Rate Schedule. If a force majeure event causes a material change in the quantities of gas that will be delivered to Transporter for storage on Shipper's behalf under this Rate Schedule, Shipper must notify or cause Transporter to be notified as soon as possible after that force majeure event.

(c) Quantities to be stored hereunder may be delivered to Transporter throughout the year. The Maximum Monthly Injection Quantities (MMIQ) that may be injected during the Months will be limited to the following percentages of Shipper's SCQ:

April	15%	August	18%	December	10%
May	20%	September	13%	January	10%
June	20%	October	9%	February	10%
July	20%	November	5%	March	10%

Shipper's MDIQ will be 1/25th of the applicable limitation on Shipper's MMIQ, except during the Months of November and December when the MDIQ will be 1/30th of the applicable limitation on Shipper's MMIQ. A request by Shipper for permission to make injections in excess of its MMIQ must be submitted to Transporter electronically through Transporter's EBB at least 24 hours in advance. Transporter will grant any such request if: (i) there is additional injection flexibility during the time period of the request in accordance with Section 7 (Capacity Allocation) of the General Terms and Conditions; and (ii) Transporter, in its reasonable discretion, can operationally accommodate the request(s).

(d) A Shipper under this Rate Schedule may have no more than 60% of its SCQ in storage as of June 30, and no more than 85% of its SCQ in storage as of August 31. Quantities in excess of 60% of Shipper's SCQ as of June 30, or 85% of Shipper's SCQ as of August 31, shall not be carried over beyond June 30 or August 31, as applicable.

(e) Quantities nominated for delivery to Shipper's delivery points on any Day under all Service Agreements with Transporter held by Shipper and by other shippers delivering to Shipper, but not taken by Shipper on such Day, will be deemed to be injections into FSS-M Storage for Shipper under this Rate Schedule.

(f) Transporter may waive a Shipper's default of any of the limitations set forth in this Section that has already occurred. In addition, Transporter may waive a Shipper's default of these limitations in advance, provided that the waiver is required to address a specific, temporary, operational problem. Any waiver granted pursuant to this Section must be granted in a non-discriminatory manner on a case-by-case basis.

#### 4. <u>WITHDRAWALS FROM STORAGE</u>

VI.10. Rate Schedules Rate Schedule FSS-M Version 5.0.0

At or before 11:00 a.m. Eastern Time on the Day before the Day on which (a) Shipper desires deliveries from Transporter under this Rate Schedule, or at such later time as Transporter may from time to time specify, Shipper will notify Transporter electronically through Transporter's EBB of the quantities to be withdrawn and delivered by Transporter to or for Shipper for transportation and the dates on which these withdrawals are requested. When Shipper's actual takes will not match total nominated withdrawal quantities, Shipper will notify Transporter electronically through Transporter's EBB in advance on the delivery Day by submitting revised nominations. Transporter will not be obligated on any Day to withdraw and deliver gas to Shipper in excess of Shipper's Maximum Daily Withdrawal Quantity (MDWQ), as described in this Section, plus sufficient quantities for Retainage under Shipper's transportation Service Agreement with Transporter. A request by Shipper for permission to make withdrawals in excess of its MDWQ must be submitted to Transporter electronically through Transporter's EBB at least 24 hours in advance. Transporter will grant these requests if there is additional withdrawal flexibility during the time period of the request, in accordance with Section 7 (Capacity Allocation) of the General Terms and Conditions.

(b) Transporter will deliver Shipper's SCQ throughout the year, subject to the limitations set forth herein. Shipper's MDWQ will be based upon and limited by Shipper's SCQ inventory remaining in storage determined in accordance with Transporter's best estimates as follows:

% of SCQ in Inventory	MDWQ as a % of MDSQ
100% to 30%	100%
less than 30% to 20%	80%
less than 20% to 10%	65%
less than 10% to 0%	50%

(c) The minimum and maximum monthly net withdrawal quantities for the Months November through March will be as follows:

<u>Month</u>	Minimum % of SCQ	Maximum % _of SCQ
November	No minimum	40%
December	No minimum	40%
January	No minimum	40%
February	10%	30%
March	10%	20%

Any request by Shipper for permission to make withdrawals in excess of its maximum monthly net withdrawal limit must be submitted to Transporter electronically through Transporter's EBB at least 24 hours in advance. Transporter will grant the request if: (i) there is additional withdrawal flexibility during the time period of the request, in accordance with Section 7 (Capacity Allocation) of the General Terms and Conditions; and (ii) Transporter, in its

reasonable discretion, can operationally accommodate the request(s). If Shipper exceeds the maximum monthly net withdrawal limit during any of the Months November through March, Shipper's maximum monthly net withdrawal quantity for the succeeding Month will be reduced by an amount equal to the excess quantities withdrawn during the excess withdrawal Month. Shipper's withdrawals during the Months April through October will not be subject to maximum or minimum withdrawal limits; provided, however, that Shipper's withdrawals during that period will be subject to the limitations of Shipper's SCQ levels.

(d) Shipper's maximum storage inventory on April 1 must not exceed 25% of its SCQ. Shipper's maximum storage inventory on February 1 must not exceed 65% of its SCQ. Quantities in excess of 25% of Shipper's SCQ on April 1, or 65% of Shipper's SCQ on February 1 will not be carried over beyond April 1 or February 1, as applicable.

(e) Quantities taken on any Day by Shipper under all Service Agreements with Transporter held by Shipper and by other shippers delivering to Shipper, but not nominated by Shipper on such Day, will be deemed to be withdrawals from FSS-M storage for Shipper under this Rate Schedule.

(f) Shipper may withdraw from storage, on an interruptible basis, quantities in excess of Shipper's MDWQ. These interruptible withdrawals will have the priority set forth in Section 7 (Capacity Allocation) of the General Terms and Conditions and will be subject to interruption as set forth in Section 16 (Interruptions of Service) of the General Terms and Conditions.

(g) Transporter may waive a Shipper's default of any of the limitations set forth in this Section that has already occurred. In addition, Transporter may waive a Shipper's default of these limitations in advance, provided that the waiver is required to address a specific, temporary, operational problem. Any waiver granted pursuant to this Section must be granted in a non-discriminatory manner on case-by-case basis.

# 5. <u>RECEIPT AND DELIVERY POINTS</u>

Service under this Rate Schedule will not be subject to the flexible receipt and delivery point provisions of Section 11 (Flexible Primary and Secondary Receipt and Delivery Points) of the General Terms and Conditions. The point of delivery for all gas tendered to Transporter for storage under this Rate Schedule will be designated in transportation Service Agreement(s) with Transporter as "FSS-M Storage." The point of receipt for all gas delivered by Transporter to Shipper hereunder will be designated in Shipper's Service Agreements with Transporter as "FSS-M Storage."

# 6. <u>RATE</u>

(a) The applicable rate for service under this Rate Schedule will be a negotiated market-based rate as provided in Shipper's FSS-M Service Agreement.

(b) From the quantities delivered into storage for Shipper, Transporter will retain the Storage Gas Loss Retainage Percentage of gas specified in Transporter's currently effective Tariff, unless otherwise negotiated by Transporter and Shipper, and specified in Shipper's FSS-M Service Agreement. That percentage will be subject to adjustment in accordance with Section 35 (Retainage Adjustment Mechanism) of the General Terms and Conditions. The Storage Gas Loss Retainage Percentage applicable to Rate Schedule FSS-M will be calculated separately in Transporter's annual Retainage Adjustment Mechanism filings.

(c) Shipper will remain responsible for all property or other taxes associated with the quantities held for Shipper in storage under this Rate Schedule. Transporter will periodically report to Shipper the quantities in storage, allocated by State, to enable Shipper to calculate and pay all taxes associated with those storage quantities. The Crawford and Weaver storage fields, which are subject to market-based rates, will be treated conjunctively and Shipper's storage gas will be deemed to be proportionally allocated to these storage fields based on total working gas in storage held in capacity subject to market-based rate rates.

(d) Transporter will be responsible for any loss, cost, or expense arising from any loss of Shipper's gas in Transporter's storage that results from Transporter's negligence or failure to exercise due diligence. Notwithstanding the provisions in Section 22 (Possession of Gas) of the General Terms and Conditions, Shipper will be responsible for obtaining its own insurance for any gas in storage, and will hold Transporter harmless from any loss, cost, or expense arising from any loss of storage gas that results from a force majeure event or that is not the result of Transporter's negligence or failure to exercise due diligence.

# 7. <u>PENALTIES</u>

(a) If Shipper fails to comply with an interruption order issued by Transporter pursuant to this Rate Schedule or Section 16 (Interruptions of Service) of the General Terms and Conditions and:

(1) Causes injections in excess of 103 percent of the lowered MDIQ set by Transporter's interruption order (Lowered Quantity), then Shipper will be assessed and pay penalties based on a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts Gas Daily price survey for all quantities tendered in excess of its Lowered Quantity; or

(2) Causes withdrawals in excess of 103 percent of the Lowered Quantity, Shipper will be assessed and pay penalties based on the higher of: (i) a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts <u>Gas Daily</u> price survey or (ii) a price per Dth equal to 150 percent of the highest midpoint posting for either: Mich Con City-gate, Transco, Zone 6 Non-N.Y., or Texas Eastern, M-2 Receipts as published in Platts <u>Gas Daily</u> price survey for all quantities taken in excess of its Lowered Quantity. Section 7(a)(2)(ii) penalties will only be assessed on days in which the daily spot price of gas exceeds three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia."

(b) If Shipper fails to comply with an operational flow order issued by Transporter pursuant to Section 17 (Operational Flow Orders) of the General Terms and Conditions, a penalty based on the higher of: (i) a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts <u>Gas Daily</u> price survey or (ii) a price per Dth equal to 150 percent of the highest midpoint posting for either: Mich Con City-gate, Transco, Zone 6 Non-N.Y., or Texas Eastern, M-2 Receipts as published in Platts <u>Gas Daily</u> price survey will be assessed to Shipper for all quantities in violation of that operational flow order. Section 7(b)(ii) penalties will only be assessed on days in which the daily spot price of gas exceeds three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia."

(c) On any Day that Shipper's injections into storage exceed 110 percent of its applicable MDIQ, as described in Section 3(c) of this Rate Schedule, Shipper will pay Transporter a penalty of \$5.00 per Dth for all quantities injected in excess of 110 percent of its MDIQ.

(d) In any Month in which Shipper's total monthly injection quantities exceed 105 percent of the applicable MMIQ as described in Section 3 of this Rate Schedule, Shipper will pay Transporter a penalty of \$5.00 per Dth for all quantities injected in excess of 105 percent of the applicable MMIQ.

(e) In any Month in which Shipper's net withdrawals from storage exceed the applicable limits set forth in Section 4 of this Rate Schedule, Shipper will pay Transporter a penalty of \$5.00 per Dth for all quantities withdrawn in excess of those limits.

(f) If Shipper's injections into storage on any Day exceed its SCQ, Shipper will pay Transporter a penalty of \$5.00 per Dth for all quantities injected in excess of its SCQ. If Shipper's withdrawals from storage on any Day result in its FSS-M account having a negative SCQ balance, Shipper will pay Transporter a penalty of \$5.00 per Dth.

(g) On any Day that Shipper's unauthorized withdrawals from storage exceed 103 percent of its applicable MDWQ, as described in Section 4(b) of this Rate Schedule, Shipper will pay Transporter a penalty based on the higher of: (i) a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts Gas Daily price survey or (ii) a price per Dth equal to 150 percent of the highest midpoint posting for either: Mich Con City-gate, Transco, Zone 6 Non-N.Y., or Texas Eastern, M-2 Receipts as published in Platts <u>Gas Daily</u> price survey for all quantities withdrawn in excess of 103 percent of its MDWQ; provided, however, that Transporter will reduce penalties under this provision if Shipper is required to pay penalties under Service Agreements under other Rate Schedules for the same quantities. Section 7(g)(ii) penalties will only be assessed on days in

which the daily spot price of gas exceeds three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia."

(h) If Shipper: (i) violates an operational flow order issued by Transporter to withdraw quantities; (ii) fails to withdraw the minimum monthly withdrawal quantity as described in Section 4(c) of this Rate Schedule; (iii) carries over quantities beyond June 30 in excess of 60%, or beyond August 31 in excess of 85%, of a Shipper's SCQ limitation as set forth in Section 3(d) of this Rate Schedule; or (iv) carries over quantities beyond April 1 in excess of 25%, or beyond February 1 in excess of 65%, of a Shipper's SCQ limitation as set forth in Section 4(d) of this Rate Schedule, those quantities will automatically be forfeited by Shipper to Transporter, free and clear of all liens and encumbrances. Transporter will post these forfeited quantities on its EBB as gas available for sale to the highest bidder within a 24 hour notice period. This posting may provide as a condition of sale that the gas be withdrawn from storage within a specified period of time. Upon receipt of payment, Transporter will treat the forfeited gas proceeds as Penalty Revenues as defined in the General Terms and Conditions.

(i) All penalties and charges assessed under this Section will be assessed and paid in addition to all applicable storage rates and charges under this Rate Schedule, including any overrun charges.

(j) If Shipper seeks to avoid any penalty provided for in this Section on the ground that the charge was incurred because of a force majeure event as defined in Section 15 (Force Majeure) of the General Terms and Conditions, Shipper must document the force majeure event to Transporter. Transporter will waive penalties to if it determines that the imbalance was caused by a bona fide force majeure event.

(k) Transporter may waive its right to collect all or any portion of penalties assessed against Shipper or its right to retain all or any portion of Shipper's gas, provided that any such waiver is granted in a nondiscriminatory manner.

# 8. <u>GENERAL TERMS AND CONDITIONS</u>

All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof, with the exception of Sections 4, 11, 19.1, 19.2, and 19.4, 33, 34, 36 through 42, 44 and 45.

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### 4. AVAILABILITY OF CAPACITY FOR FIRM SERVICES

This Section governs the manner in which requests for firm services shall be accommodated by Transporter when capacity is or becomes available.

#### 4.1 <u>Right of First Refusal and Extension/Recontracting of Firm Service Agreements</u>

Transporter and any Shipper may mutually agree, on a not unduly discriminatory basis, to include in a service agreement, a contractual right of first refusal ("Contractual ROFR"). Unless Transporter and Shipper expressly agree otherwise in Shipper's service agreement, a right of first refusal ("ROFR") pursuant to Section 284.221 of the Commission's Regulations shall apply only to (1) firm service agreements with a term of twelve (12) or more consecutive months of service agreements at the applicable Recourse Rate for that service, or (2) firm multi-year seasonal service agreement that has a multi-year seasonal service agreement as used in this Section 4 is a firm service agreement that has a multi-year term but does not provide for twelve (12) consecutive months of service. A shipper holding a qualifying agreement may exercise a Regulatory or Contractual ROFR in accordance with, and subject to, the procedures and limitations set forth below. The following procedure shall govern extensions of qualifying agreements:

### (a) <u>Right of First Refusal Process</u>

Transporter shall notify Shipper in writing of the upcoming expiration or (1)termination of any firm service agreement with a term of twelve (12) or more consecutive months of service or any firm multi-year seasonal service agreement at the applicable Recourse Rate for that service (a "Long-Term Service Agreement"), and will provide such notice at least thirty (30) days before Shipper is obligated to notify Transporter of its intent to exercise its ROFR or other service continuation rights under the Long-Term Service Agreement. All notifications and procedures that apply to Long-Term Service Agreements will also be applied to contracts with a Contractual ROFR. For a Long-Term Service Agreement subject to a ROFR pursuant to Section 4.1, Transporter and Shipper may mutually agree to a renewal of the Long-Term Service Agreement, the exact terms of which are to be negotiated on a case-by-case basis in a not unduly discriminatory manner, provided that such mutual agreement is reached prior to Shipper's response deadline in accordance with this Section 4.1(a). Where applicable, and in accordance with Section 47.2 below, any ROFR may (1) be limited to the term of Transporter's contract or service agreement with the offsystem capacity providers, or (2) the amount of capacity subject to the ROFR may be reduced to reflect changes in Transporter's operational requirement.

(2) Shippers with Long-Term Service Agreements expiring prior to or on July 31, 2025 shall have the one-time right to provide Transporter with a six (6) month notice of intent to exercise the Shipper's ROFR. Shippers with Long Term Service Agreements expiring after July 31, 2025 shall provide Transporter with an eleven (11) month notice

of intent to exercise the Shipper's ROFR. Upon Shipper providing Transporter with an eleven (11) month notice of intent to exercise its ROFR, Transporter shall in a reasonable amount of time post such capacity with minimum acceptable terms on the EBB (a "ROFR Open Season"). Transporter shall begin accepting bids in a ROFR Open Season from any prospective Shipper, for all or a portion (volume but not geographic portion) of the service rights under the existing Shipper's Long-Term Service Agreement, at least five (5) months prior to the termination of such service agreement.

If Transporter receives an offer that meets the minimum acceptable terms (3) for all or a portion (volume but not geographic portion) of the service rights under Shipper's Long-Term Service Agreement, Transporter, within two (2) business days after the last day for receiving offers, shall notify Shipper electronically of the offer having the greatest economic value to Transporter. For purposes of comparing the respective values of offers under this section, Transporter shall evaluate all bids in accordance with the criteria set forth at Section 4.4 below. If Shipper elects to match the offer, Shipper shall electronically notify Transporter of such election within fifteen (15) calendar days after receiving Transporter's notice and shall execute a new service agreement matching the offer prior to the termination of the existing Long-Term Service Agreement. The highest rate that Shipper must match to continue such service is the Recourse Rate or the offer that meets the minimum acceptable terms. If Shipper does not elect to match the offer within fifteen (15) calendar days after receiving Transporter's notice, Shipper's ROFR will immediately terminate. If a Long-Term Service Agreement is not continued by its own terms or by reason of the Shipper's exercise of its ROFR, such Long-Term Service Agreement shall be subject to pregranted abandonment unless otherwise specified in the Long-Term Service Agreement and shall terminate and Transporter shall have no further obligation to Shipper.

(4)If no acceptable offers meeting Transporter's minimum terms are received, Transporter will notify Shipper within two (2) business days after the close of the ROFR Open Season. Shipper may, thereafter, consistent with the terms of this Tariff, continue to receive all or a portion (volume but not geographic portion) of its service for such term and rate agreed to by Transporter and Shipper for a term to be specified by Shipper (in no instance shall Transporter be obligated to accept a rate lower than Recourse Rate). If Shipper elects to continue to receive service under its existing Long-Term Service Agreement, Shipper shall execute an amendment prior to the termination of the existing Long-Term Service Agreement. Shipper continuing service retains its ROFR on the portion of service continued, if it is continued under a Long-Term Service Agreement. If Shipper does not continue all or a portion (volume but not geographic portion) of its service within fifteen (15) calendar days following Transporter's two day notification period or such other period as may be mutually agreed to between Transporter and Shipper on a not unduly discriminatory basis, Shipper's ROFR will immediately terminate.

(5) If no acceptable offers satisfying Transporter's stated minimum terms are received and no new Long-Term Service Agreement has been reached between Transporter and the Shipper holding the capacity under the expiring service agreement, Transporter shall post such capacity as unsubscribed capacity. Transporter will accept Recourse Rate bids, and in no instance shall Transporter be obligated to accept a rate lower than the Recourse Rate, for posted unsubscribed capacity on a first-come, first-served basis pursuant to Section 4.3 timeline. If Transporter receives an acceptable bid electronically for such unsubscribed capacity that meets its stated minimum conditions but is at less than the Recourse Rate, Transporter will post that bid on its EBB in accordance with posting periods in Section 4.3 below. A competing bidder may obtain the capacity by submitting during the posting period the highest value bid (a bid that exceeds the value of the initial posted bid) and all other bids.

(6) A Shipper with a firm service agreement having multiple primary receipt and delivery points subject to a ROFR may exercise its ROFR with respect to the service agreement's Transportation Demand at only certain primary receipt and delivery point combinations in such service agreement, subject to satisfaction of Transporter's operational considerations based on pipeline's configuration and design. General Terms and Conditions Section 12 addresses the adjustment to maximum daily delivery obligations (MDDOs) when a Shipper reduces its service agreement's Transportation Demand through the exercise of a ROFR.

(7) A ROFR shall be deemed to be assigned where a Shipper holding such a right permanently releases and assigns all or a portion (volume but not geographic portion) of the capacity under that service agreement, regardless of the duration of that permanent release. Moreover, a Shipper releasing and assigning all or a portion (volume but not geographic portion) of the capacity may structure the release so as to transfer the ROFR for the duration of the release, even if that release and assignment is subject to a recall by Shipper that would terminate that release and assignment.

- (b) Extension/Recontracting of Firm Service Agreements
  - (1) Prior to the expiration of the term of any service agreement(s), Transporter and Shipper may mutually agree to renegotiate the terms of such agreement(s) in exchange for Shipper's agreement to extend the use of at least part of its existing service under such restructured service agreement(s). Such restructured service agreement(s) shall be negotiated on a case-by-case basis in a not unduly discriminatory manner. If the service agreement is a Long-Term Service Agreement, Transporter and Shipper must reach the agreement to extend prior to initiation of the ROFR procedure, which is the date the capacity must be posted for ROFR Open Season.

(2) Transporter and Shipper may mutually agree to the early termination of one or more service agreements in exchange for Shipper making use of either some portion of its underlying capacity or generally available unsubscribed capacity under terms that are mutually agreeable. Any such use of the underlying capacity must be based upon Transporter's currently applicable pro forma service agreement. To the extent that Transporter and Shipper have mutually agreed to such an arrangement, Shipper need not participate in an open season for any recontracted underlying capacity nor must the recontracted underlying capacity be posted on Transporter's EBB as unsubscribed, available capacity.

# 4.2 <u>New Pipeline Capacity</u>

(a) <u>Expansion Open Season</u>. Transporter shall post an open season for any planned expansion and/or extension of Transporter's pipeline system. The open season package shall include a description of the project, a map, and shall specify, as applicable, the anticipated quantity (Dth), receipt points, delivery points, bid evaluation method, term, and bid terms.

(b) Capacity Reservation. Transporter may elect to reserve for future expansion projects any unsubscribed capacity or capacity under expiring or terminating service agreements where such agreements do not have a ROFR or shipper does not exercise its ROFR ("Available Reservation Capacity"). If Transporter elects to reserve Available Reservation Capacity, it will notify shippers of its intent as part of Transporter's posting of the Available Reservation Capacity. Available Reservation Capacity may be reserved for up to one year prior to the Transporter filing for Natural Gas Act Section 7(c) certificate approval or prior notice authorization pursuant to Transporter's blanket construction certificate for construction of the proposed expansion and thereafter until such expansion is placed into service. Transporter may only reserve Available Reservation Capacity for a future expansion project for which an open season has been held or will be held within one (1) year of the date that Transporter posts such Available Reservation Capacity as being reserved. Any Available Reservation Capacity reserved under this Section shall be made available for transportation or storage service pursuant to Transporter's General Terms and Conditions on a limited-term basis up to the in-service date of the expansion project(s). Transporter reserves the right to limit any extension rights provided in the service agreements and pursuant to Section 4.1 of the General Terms and Conditions governing ROFR commensurate with the proposed in-service date of the expansion project.

Prior to reserving Available Reservation Capacity for future expansion projects, Transporter shall first make such capacity generally available to any Shipper or potential Shipper by posting such Available Reservation Capacity for bidding through an open season for a time period of at least five (5) business days. This Available Reservation Capacity open season posting shall contain the following information with respect to the capacity: (i) the daily and other applicable quantity of service available from each receipt point to each market area; (ii) the Recourse Rate as set forth in this Tariff; (iii) any applicable restrictions; (iv) whether the capacity is subject to an existing ROFR; (v) any minimum price or other terms applicable to the capacity; and (vi) the date when bids are due to Transporter. The open season posting shall also conform to the bidding and capacity award procedures of General Terms and Conditions Section 4.4. When the Available Reservation Capacity open season is held prior to the expansion project open season, Transporter shall have the right to state in the Available Reservation Capacity open season posting minimum terms and conditions for bids that would be acceptable for consideration that are the same as the minimum terms and conditions anticipated for the future expansion project open season. In the event that the subsequent expansion project open season imposes minimum terms and conditions that are materially different from the terms and conditions imposed in the preceding Available Reservation Capacity that uses the same minimum terms and conditions as were imposed for the expansion project open season. If the expansion project open season is held prior to or during the Available Reservation Capacity open season. Transporter shall hold another open season for the available Reservation capacity that uses the same minimum terms and conditions as were imposed for the expansion project open season. If the expansion project open season is held prior to or during the Available Reservation Capacity open season.

Any Available Reservation Capacity reserved pursuant to this section for an expansion project that does not go forward because Transporter does not file any required application with the Commission within one (1) year from such reservation date, or because Transporter ultimately does not receive authorization, shall be posted as unsubscribed capacity within thirty (30) days of the date the capacity becomes available subject to then existing commitments for the capacity.

Transporter's postings for Available Reservation Capacity shall include the following information: (i) a description of the expansion project for which the capacity will be reserved; (ii) the total quantity of capacity to be reserved; (iii) the location of the proposed reserved capacity on the pipeline system; (iv) whether, and if so, when Transporter anticipates that an open season for the capacity will be held or it will otherwise be posted for bids under the expansion; (v) the projected in-service date of the expansion projects; and (vi) on a rolling basis, how much of the reserved capacity has been sold on a limited-term basis. Transporter shall make reasonable efforts to update the reservation posting to reflect material changes in the expansion project up to the in-service date of the expansion project. The reservation posting shall also include a non-binding solicitation (or reverse open-season) for turnback capacity from Transporter's existing shippers to serve the expansion project, provided that Transporter shall post the non-binding solicitation for turnback capacity no later than ninety (90) days after the close of the expansion project open season.

# 4.3 <u>Posting Procedures for Existing Firm Capacity</u>

Capacity that becomes available shall be posted as unsubscribed capacity on Transporter's EBB.

(a) If, after capacity has been posted on the EBB, Transporter receives a request for service pursuant to Section 3 (Request for Service) of the General Terms and Conditions,

Transporter on a not unduly discriminatory basis shall award the capacity to the Shipper who submitted the valid request within the timelines set forth in Section 4.3(b) and at the applicable Recourse rate. Alternatively, Transporter may post capacity, which is available as unsubscribed capacity on Transporter's EBB, in an open season pursuant to the open season procedures set forth in Section 4.3 and Section 4.4 if such capacity is not subject to a valid request for service pursuant to Section 3. If Transporter receives an otherwise valid Request for Service for capacity that has not been posted on the EBB as available unsubscribed capacity, before Transporter can award that capacity to the Shipper who submitted the request, Transporter shall post that capacity in an open season pursuant to the open season procedures set forth in Section 4.3 and Section 4.4, including but not limited to a Prearranged Open Season procedure under Section 4.4(c).

(b) Unless otherwise agreed to by Transporter, a Shipper can request available capacity for a future start date only within the following periods:

(i) For service for one (1) year or longer, the requested service must commence no later than six (6) months from the date the request is granted;

(ii) For service for greater than ninety two (92) days but less than one year, the requested service must commence no later than thirty (30) days from the date the request is granted; and

(iii) For service for ninety two (92) days or less, the request must be for service starting no later than five (5) days from the date the request is granted.

Any open season that will allow a variation from these defined periods will define the variation in the posting. In addition, unless otherwise agreed to by Transporter, all awards of capacity must be for continuous service for the entire term of the service and at the Recourse Rate. If Transporter agrees to consider varying from the period above by conducting an open season then Transporter is still free to reject bids meeting the previous minimum terms if the request is for less than the period defined in the open season posting. Any deviations from these time periods or minimum terms shall only be done in a not unduly discriminatory manner consistent with Commission regulations.

(c) For capacity posted under an open season, the open season shall be posted for at least the following periods:

(i) Five (5) business days for firm capacity that will be available for a term of twelve (12) months or longer;

(ii) three (3) business days for firm capacity that will be available for a term of at least five (5) but less than twelve (12) months;

(iii) one (1) business day for firm capacity that will be available for a term of less than five (5) months but greater than thirty one (31) days; and

(iv) four hours for firm capacity that will be available for a term of 31 days or less.

(d) All of Transporter's open season postings under (c) above shall include the following information regarding the available capacity: (i) the daily and other applicable quantity of service available at applicable locations; (ii) the Recourse Rate as set forth in this Tariff; (iii) any applicable restrictions; (iv) whether the capacity is subject to an existing ROFR; (v) any minimum price or other terms applicable to the capacity; (vi) the location of available capacity; and (vii) the date when bids are due to Transporter.

### 4.4 Open Season Bidding Process for Existing Firm Capacity

(a) <u>Bidding Process</u>. A potential Shipper may submit multiple bids, each higher than its preceding bid, for all or any portion of the capacity or term of service made available by Transporter. Such bids shall be submitted electronically unless otherwise indicated in the posting. Bidder shall specify the monthly reservation charge (or other firm or demand charge(s), if applicable, herein referred to collectively as Reservation Charge) it is bidding for the service. The price bid for the monthly reservation charge shall be expressed per Dth and shall be expressed to the nearest thousandth of one dollar (\$0.000). In addition to the bid price, bidder shall pay all applicable commodity charges, demand and commodity surcharges and any other applicable charges, including the CCRM as applicable, as they may be adjusted from time to time by Transporter. Transporter shall have the right to reject any bids that: (i) are for a rate that is less than the minimum rate stated in Transporter's posting of that capacity; (ii) do not satisfy any of the other terms specified in the posting; or (iii) include conditions or provisions that Transporter determines, in its reasonable discretion, to be unacceptable.

#### (b) <u>Assessing Bids</u>.

# (1) <u>General Criteria</u>.

a. Transporter shall evaluate bids upon their net present value ("NPV") taking into account the price, term, and any other criteria specified in the open season. All bids provided during any open seasons held pursuant to this Section 4.4 shall be electronically transmitted to Transporter unless otherwise indicated in the posting. Transporter shall award capacity for such bids to shippers whose bids, based upon Transporter's determination, have the highest NPV.

(i) The NPV is the discounted cash flow of incremental revenues to Transporter produced, lost or affected by the request for service (e.g. through the Capacity Reduction Option) and may be based upon such factors as the term, quantity, date on which the requested service is requested to commence, the cost of facilities required by Transporter to provide the service, and other factors determined to be relevant by Transporter. All determinative factors will be defined in the open season. The NPV shall also include only revenues generated by the reservation rate, or other form of revenue guarantee, as proposed by bidder(s).

(ii) For purposes of its NPV evaluation and as defined in the open season, Transporter may consider the aggregate NPVs of two or more bids for minimum bid packages, provided that if the combined quantity of capacity under those packages exceed the maximum capacity available for subscription then these bids will only be considered if the bidders have agreed to accept a prorated award of capacity. For bidders proposing a reservation rate or other form of revenue guarantee which exceeds the Recourse Rate during all or any portion of the term proposed by the bidder, the NPV calculated for the bid may not exceed an NPV that is calculated assuming that the Recourse Rate shall be in effect during the full term proposed by the bidder, in place of the reservation rate(s) or other revenue guarantee(s) proposed by the bidder.

Capacity Reduction Option. Transporter may grant, on a not unduly (2)discriminatory basis a capacity reduction option. For bidders submitting bids in an open season, which include options to terminate the service agreement early and/or to reduce the capacity held thereunder for some portion of the term including multiple periods within the term in a manner which would reduce the reservation charges applicable to the service agreement ("Capacity Reduction Option"), Transporter, in its determination of the NPV of such a bid, will only consider the minimum incremental revenue guaranteed under the service agreement as if the option is exercised, including any consideration that the bidder proposes in exchange for the exercise of its Capacity Reduction Option. Unless a shorter notice period is specified in the open season posting, a Capacity Reduction Option will be under the requirement that Transporter must be provided notice no less than thirty days prior to its exercise for contracts of one year or less and no less than one year prior to its exercise for contracts greater than one year. Transporter will list in its open season posting acceptable terms for any Capacity Reduction Option. Notwithstanding any Capacity Reduction Option, a Long-Term Service Agreement will be eligible for extension rights pursuant to Section 4.1 if the service agreement remains a Long-Term Service Agreement throughout the term (or extended term) containing the Capacity Reduction Option unless the Capacity Reduction Option can be exercised during the first year of the Long-Term Service Agreement's term (or extended term). Transporter shall use the current Commission-approved interest rate in calculating the NPV of bids. Capacity shall be awarded based on the acceptable highest NPV of the bids offered to Transporter calculated in accordance with this section.

(c) <u>Prearranged Open Season</u>. Transporter may, on a not unduly discriminatory basis, enter into a prearranged service agreement with a Shipper for any capacity that is or becomes available ("Prearranged Agreement"). Transporter will post any Prearranged

Agreement on its EBB for bidding prior to finalizing any award of capacity ("Prearranged Open Season"). Prearranged Agreements will be deemed binding on Shippers. The NPV of any bids in a Prearranged Open Season will be determined in accordance with Section 4.4(b). If Transporter receives a bid that exceeds the NPV of the Prearranged Agreement, Transporter will notify the Shipper with the Prearranged Agreement within one (1) hour after the close of the open season. The Shipper under the Prearranged Agreement must notify Transporter within one (1) business day of its election to either match the bid with the highest NPV or terminate the Prearranged Agreement. The highest rate that Shipper under the Prearranged Agreement must match to receive service under the Prearranged Agreement is the Recourse Rate. If the prearranged Shipper elects to match the bid, all of the capacity will be awarded to the prearranged Shipper. If prearranged Shipper elects not to match a higher competing bid, the capacity will be awarded to the Shipper with the highest bid in the open season and Transporter will have no further obligations under the Prearranged Agreement. In accordance with Section 4.4(f), all bids in a Prearranged Open Season are binding and a Shipper with an unmatched higher bid must execute a service agreement consistent with the terms of its bid within three (3) business days of receiving notice of its award of capacity under this provision.

(d) <u>Future Sales Open Season</u>. Transporter may conduct an open season to sell the following types of capacity with service commencement date that begins immediately or at any time in the future: (i) any unsubscribed capacity; (ii) any capacity under expiring or terminating service agreements where such agreements do not have a ROFR or shipper does not exercise its ROFR; or (iii) any capacity that becomes available due to modification, construction, or acquisition of facilities in accordance with the Commission's blanket certificate regulations (collectively "Available Sale Capacity").

If Transporter sells Available Sale Capacity in a Prearranged Open Season pursuant to Section 4.4(c) with a future service commencement date the posting provisions of the General Terms and Conditions Section 4.3 will apply to the sale of capacity on an interim basis. Where the requested service commencement date extends more than one year into the future and the interim capacity would otherwise be eligible for a ROFR right under Section 4.1(a), Transporter will limit the ROFR rights associated with that interim capacity commensurate with the future service commencement date. If ROFR rights are limited by operation of this section, the transportation service agreement will note the limitation. Transporter will indicate in any open season posting of the interim capacity any limitations on ROFR rights or extension rights that will apply to such limited-term transportation service.

(e) <u>Awarding Capacity</u>. Transporter shall award capacity to the bidder submitting the highest value bid or if two or more bidders submit equal acceptable highest value bids then Transporter shall determine the successful bidder based on the order in which the bids are received unless otherwise stated by Transporter in the open season notice. Transporter shall post the winning bid and the associated bid calculation to the EBB. Bids received electronically will be deemed received at the time noted on Transporter's server.

Binding Nature of Bids. All bids are binding; provided, however, that a bidder (f) may decline to accept a pro rata allocation of capacity resulting in an award of less than the full capacity requested if such Shipper notifies Transporter of that decision electronically within one hour of Transporter's notice to that Shipper of the pro rata allocation. Otherwise, and notwithstanding the deadlines within section 4.4(c), if a successful bidder fails to execute a service agreement before the start date of the contract or within fifteen (15) calendar days after such service agreement is tendered by Transporter (whichever is earlier), Transporter may elect to offer the capacity to the next acceptable bidder. If Transporter finds no other bid acceptable, the capacity shall be posted to unsubscribed board or made available for a new round of bids through an open season. Additionally, a Shipper failing to return such service agreement shall be prohibited from bidding for six months (or less than six (6) months if agreed to in writing by the Transporter), and Shipper shall remain liable for the capacity requested in the bid based upon the rates, terms and other conditions. Nothing herein shall restrict Transporter from pursuing any other remedies it may have against a Shipper failing to execute and return a service agreement tendered by Transporter. All bids submitted for capacity pursuant to this section must be bona fide offers and must be submitted electronically.

(g) <u>Adjustment to Bid Rate</u>. When the rate bid by a bidder is at least for the Recourse Rate, that bid rate shall be subject to adjustment in accordance with the procedures of this Tariff and of the Commission, unless otherwise clearly stated in the service agreement. When the rate bid by a bidder is lower than the Recourse Rate, that bid rate shall be subject to adjustment in accordance with the procedures of this Tariff and of the Commission by an amount proportionate to the increase or decrease in the Recourse Rate, unless otherwise clearly stated in the service agreement.

(h) <u>Relation to Section 11 of the General Terms and Conditions</u>. With regard to newly available capacity subject to bidding under the terms of this Section, acceptable bids under this Section that satisfy Transporter's stated minimum terms and conditions shall have priority over any potential claims for that capacity under the flexible receipt and delivery point authority described at Section 11 (Flexible Primary and Secondary Receipt and Delivery Points) of the General Terms and Conditions.

# 4.5 Early Termination of Service Agreements or Reduction of Capacity Commitment

Transporter may, in a not unduly discriminatory manner, agree with Shipper to terminate its service agreement or allow a reduction of Shipper's capacity commitment prior to its expiration date. The situations in which Transporter may agree to terminate such a service agreement or reduce Shipper's capacity commitment include, without limitation, the following:

(a) where Shipper responds to a solicitation for capacity release offers in a reverse open season for capacity requiring the construction of new facilities and the conditions set forth in the solicitation have been satisfied;

(b) the exercise of a Capacity Reduction Option;

(c) where Shipper agrees to pay an exit fee that is sufficient, taking into account the remaining term of the service agreement and the value and liquidity of the capacity subscribed under the service agreement being terminated or reduced, to make the termination or reduction financially beneficial to Transporter, in Transporter's reasonable judgment. Transporter may waive the exit fee where Shipper's service agreement provides for a discounted or negotiated rate and Transporter concludes that the capacity subscribed thereunder would be sold at a higher rate for the full remaining term of the service agreement, or where other arrangements produce a financial benefit to Transporter.

An agreement to terminate a service agreement hereunder shall not constitute a material deviation from the applicable form of service agreement.

# 9. <u>OPERATING CONDITIONS</u>

9.1 <u>In General</u>. The general operating conditions set forth in this Section supplement the terms and conditions set forth in the individual Rate Schedules and elsewhere in the General Terms and Conditions.

9.2 <u>Uniform Rates and Quantities</u>. Shipper shall: (i) tender gas or arrange to have gas tendered on its behalf in quantities that conform to its Scheduled Daily Receipt Quantity and that flow at uniform hourly rates throughout the Day; and (ii) take gas or cause gas to be taken on its behalf in quantities that conform to its Scheduled Daily Delivery Quantity and that flow in accordance with Section 12 (Maximum Daily Delivery Obligation at Delivery Points and Maximum Daily Quantity at Receipt Points) of the General Terms and Conditions, unless deviations from those receipt and delivery quantities are necessary for balancing purposes and are undertaken by Shipper at Transporter's request or following notice to, and approval by, Transporter in accordance with the applicable provisions of the General Terms and Conditions. If Shipper violates (i) the applicable flow requirements or (ii) the requirements set forth at Section 12, Transporter may install or require the installation of a flow control device to ensure compliance with such requirements.

Hourly Flow. Transporter shall have the right but not the obligation to mutually agree 9.3 with any Shipper to an hourly flow rate other than a uniform hourly rate for a stated period at any receipt and/or delivery point(s) identified in the applicable Service Agreement, and where necessary upon specified conditions to ensure that such agreements do not have any adverse effect on Transporter's system. Transporter will not enter into hourly flow obligations or conditions that will adversely affect Transporter's ability to meet its firm service obligations to an existing Shipper. In addition, Transporter will not unilaterally impose new contractual hourly flow rate conditions when an existing Shipper exercises its right of first refusal in accord with Section 4 of the General Terms and Conditions; provided, however, if a Shipper with a Service Agreement containing an hourly flow rate stated as a numerical Dth per hour amount and exercising its right of first refusal does not retain one-hundred percent (100%) of its Transportation Demand in its new Service Agreement, there will be a proportionate reduction in the numerical Dth per hour hourly flow rate amount in that Shipper's new Service Agreement. In the event that Transporter and Shipper mutually agree to such an hourly flow rate for a stated period, the hourly flow rate and any conditions will be specified in the applicable pro forma service agreement in the blank space provided. If Transporter and a Shipper are unable to mutually agree upon a hourly flow rate, Transporter will, upon request from that Shipper, provide a written explanation concerning the operational reasons for the denial.

9.4 <u>Third Party Arrangements</u>. Shipper shall be responsible for making all necessary arrangements with third parties (i) at or upstream of the point(s) of receipt at which Shipper tenders gas to Transporter for transportation or storage services, and (ii) at or downstream of points of delivery at which Transporter delivers gas for the account of Shipper. Shipper shall be responsible for (i) insuring that any such arrangements are consistent with the terms and conditions of the applicable Rate Schedule under which it seeks to have Transporter transport or

store the gas or utilize Transporter's storage facilities, and (ii) requiring such third parties to confirm all of Shipper's nominations with Transporter in a form and manner approved by Transporter. Such third-party arrangements shall be coordinated with Transporter.

9.5 <u>Service Obligation</u>. Transporter shall not be required to perform service under any of its Rate Schedules if any of the facilities necessary to render the requested service do not exist or are not available including periods during which facilities are being maintained or repaired, in which case, interruptions of service shall be made consistent with Section 16 (Interruptions of Service) of the General Terms and Conditions. Notwithstanding any other provision in this Tariff, Transporter shall not be required to pay for or to construct or install facilities of any kind, including, but not limited to meters and measuring stations; provided, however, that Shipper may request construction of facilities under the provisions of Section 27 (Construction of Facilities) of the General Terms and Conditions.

### 9.6 <u>Creditworthiness of Shipper</u>.

(a) Subject to the provisions of paragraphs (b) and (c) below, Transporter shall not be required to provide or to continue to provide service on behalf of any Shipper that fails, in Transporter's reasonable judgment, to demonstrate minimal creditworthiness for all or any part of the service requested, based upon Transporter's consideration of available credit data concerning Shipper and Shipper's past payment history, financial statements, and credit reports.

(b) Criteria for Creditworthiness Determination

(1) Acceptance of a Shipper's request for service and the continuance of service are contingent upon the Shipper satisfying, on an on-going basis, a credit appraisal by Transporter.

(2) Transporter shall apply consistent evaluation practices to all similarly situated Shippers to determine the Shipper's financial ability to satisfy the payment obligations due to Transporter over the term of the requested Service Agreement(s).

(3) A Shipper will establish creditworthiness if:

(i) its unenhanced senior unsecured debt securities are rated at least BBB- by S&P Global Market Intelligence LLC or its successor ("S&P") or Baa3 by Moody's Investors Service, Inc. or its successor ("Moody's"); provided however, that in the event a split rating occurs between rating agencies, Transporter will rely upon the lower of the ratings. Nothing herein shall limit Transporter's ability to evaluate any factors set forth in Section 9.6 (4) (i) – (vii) below where Shipper's creditworthiness is established by a rating agency if such factor(s) would alter Transporter's evaluation of Shipper. If Shipper has multiple Service Agreements with Transporter, then the total of potential fees and charges

of all such Service Agreements shall be considered in determining creditworthiness.

Transporter reserves the right to determine in its reasonable discretion, that a Shipper who requests new service is not creditworthy to receive that service on the basis that Shipper has outstanding payments due on invoices rendered by Transporter on current or past Service Agreements and Shipper has defaulted on those payments per the terms of the General Terms and Conditions; provided, however, this provision shall not affect amounts disputed by Shipper in good faith.

(4) If Shipper does not meet the creditworthiness standard described in part 3(i) above, then Shipper may have the Transporter evaluate its creditworthiness based upon the level of Shipper's current and requested service(s) with Transporter relative to Shipper's current and future ability to meet its obligations. Such creditworthiness evaluation shall be based upon any or all of the following requested information in (i) through (vii) below:

(i) S&P, Moody's and other credit reporting agencies opinions watch alerts, outlooks, and rating actions will be considered in determining creditworthiness.

(ii) Consistent financial statement analysis will be applied by Transporter to determine the acceptability of Shipper's current and future financial strength. Shipper's balance sheets, income statements, cash flow statements, and auditor's notes will be analyzed along with key ratios and trends regarding liquidity, asset management, debt management, debt coverage, capital structure, operational efficiency, and profitability.

(iii) The nature of Shipper's business and the effect on that business of economic conditions, including Shipper's ability to recover the cost of Transporter's service through filings with regulatory agencies or otherwise to pass on such costs to its customers.

(iv) Shipper is not operating under any chapter of the United States Bankruptcy Code and is not subject to liquidation or debt reduction procedures under state laws and no petition for involuntary bankruptcy against Shipper is pending. Transporter may give consideration for a Shipper who is a debtor-inpossession operating under Chapter 11 of the United States Bankruptcy Code if Transporter is adequately assured that the service billing will be paid promptly as a cost of administration under the federal court's jurisdiction, based on a court order in effect, and if the Shipper is continuing and continues in the future to make payment. (v) Whether Shipper is subject to any lawsuits or outstanding judgments which could materially impact its ability to remain solvent.

(vi) Whether Shipper has or has had any delinquent balances outstanding for services provided previously by Transporter and whether Shipper is paying or has paid its account balances according to the terms established in its Service Agreement(s) (excluding amounts as to which there is a good faith dispute).

(vii) Any other information including any information provided by Shipper, that Transporter deems relevant to Shipper's current and future financial strength and Shipper's ability to make full payment over the term of its Service Agreement(s).

(c) Failure to Establish or Maintain Creditworthiness

(1) If Shipper fails to establish or maintain creditworthiness as described in Section 9.6 (b), Shipper has the option of receiving or continuing service under this Tariff by providing and maintaining one of the following financial assurances in accordance with the requirements as set forth below:

- (i) Guarantee: Shipper may provide a guarantee of financial performance in a form satisfactory to Transporter and for the term of the Service Agreement(s) from a person or entity which meets the creditworthiness standard outlined in Section 9.6 (b) (guarantor).
- (ii) Cash Security Deposit: Shipper may provide a cash security deposit for service. Transporter shall accrue simple interest on cash security deposits at the Federal Funds Rate. Upon Shipper's request, provided Shipper is not in default under any obligation to Transporter, Transporter will remit the balance of the interest to Shipper within thirty (30) days, provided, however that Transporter shall not be required to remit interest to Shipper more often than every thirty (30) days.
- (iii) Letter of Credit: Shipper may post an irrevocable standby letter of credit in a form acceptable to Transporter and issued by a bank or financial institution deemed acceptable by Transporter.
- (iv) Any other financial assurance mutually agreed upon by Transporter and Shipper. Such other financial assurance shall be accepted on a nondiscriminatory basis and may include, as related to interruptible service, a prepayment equal to an amount defined

by Transporter. Such defined prepayment will remain in place until Shipper exhausts its prepaid balance by utilizing interruptible transportation service. At the point Shipper's prepayment is exhausted, Transporter may suspend further interruptible service. Shipper will not earn interest on defined balance prepayments, as further discussed in Section 10.8.

(2) Transporter may deny subsequent requests to substitute financial assurances on a not unduly discriminatory basis and will provide Shipper with a written explanation of any denial of a request to substitute financial assurances.

Within five (5) Business Days of Transporter's notification to Shipper that Shipper has returned to creditworthiness in accordance with Section 9.6 (b) herein, Transporter will return Shipper's financial assurance held by Transporter along with any applicable interest and interest calculation reconciliations.

Upon performance in full of all Shipper's obligations under its Service Agreement(s), Transporter will return Shipper's financial assurance associated with undisputed invoice amounts within five (5) Business Days of Shipper performing all obligations in full. Any remaining financial assurance will be returned after resolving any and all disputed invoice amounts under the expired Service Agreement(s). In either case, Transporter will pay applicable interest and provide Shipper final billing reconciliations detailing interest calculations.

Service	Column A:	Column B:		
	Guarantee Requirement	Cash Security or Letter		
		of Credit Amount		
Firm Service	Shipper's contractual	Up to the value of		
	obligation under its firm	three (3) months		
	Service Agreement(s) with	Reservation Charges		
	Transporter			
Interruptible/Volumetric	Shipper's highest monthly	Same under Column A		
Service	bill for interruptible and			
	volumetric based service			
	over the previous rolling			
	twelve (12) months			
	multiplied by three (3).			
	Initial requirement based			
	upon Shipper's anticipated			
	usage for three (3) month			
	period as determined by			

(3) Financial Assurance Requirement Table

	Shipper and Transporter.	
Park and Loan	The lesser of the transaction term or three (3) months value based on the transaction quantities multiplied by the rate for such transaction, plus the value of loaned gas in accordance with Section 9.6 (d).	Same under Column A
Imbalance Gas	In accordance with Section 9.6 (d)	Same under Column A

Unless otherwise agreed, the financial assurance must at all times maintain a value specified above equal to the highest estimated charges during the term of the Service Agreement(s). Financial assurances are held for security, provided that any financial assurance may be applied or set off by Transporter to satisfy any and all delinquent account(s) or other obligations.

(d) Loaned/Imbalance Gas Owed to Transporter

For lending services PAL Rate Schedule, Transporter shall have the right to seek financial assurance for the value of gas loaned by Transporter. The amount of such financial assurance will based on the quantity of gas loaned multiplied be bv the Columbia Gas, Appalachia price located under the "Platts Gas Daily" (or any successor publication thereto) for the month the quantity of gas is loaned. Transporter shall have no obligation to lend any quantity of gas beyond the financial assurance amount provided by Shipper to Transporter.

Transporter has the right to seek additional financial assurance to cover the value of any imbalance owed Transporter by a non-creditworthy Shipper. The imbalances shall be valued at the "Spot Market Price" which shall be defined, for each Dth on each applicable Day on which the gas is owed as the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts Gas Daily price survey or any successor publication, less applicable transportation charges. Furthermore, Transporter has the right to seek security to cover the estimated value of a future monthly imbalance for non-creditworthy Shippers as follows: For a non-creditworthy new Shipper, a security amount equal to 10% of such Shipper's estimated monthly usage multiplied by the Estimated Imbalance Rate as described below. For a non-creditworthy existing Shipper, a security amount equal to such Shipper's largest monthly imbalance owed to Transporter over the most recent 12-month period multiplied by the Estimated Imbalance Rate" shall equal the average of the NYMEX future prices for the available 12-month period as such prices close on the day the Estimated Imbalance Rate is determined.

(e) Collateral Requirements for Lateral Facilities and/or Expansion Capacity

Notwithstanding the foregoing requirements, if Transporter constructs new facilities to accommodate a Shipper, Transporter may require financial assurance in an amount up to Shipper's proportionate share of the cost of the new facilities. This financial assurance may be requested at any time before or after the in-service date of the facilities, to the extent mutually agreed to as a condition of the construction. Financial assurance requirements for expansion capacity will be separately identified within Transporter's nondiscriminatory project precedent agreement and/or credit support agreement. As Transporter recovers the cost of these facilities through its rates, the financial assurance required will be reduced accordingly. Specifically, any financial assurance provided by a Shipper related to new facilities shall be returned to that Shipper in equal monthly amounts over the term of its Service Agreement for service related to the new facilities or as otherwise mutually agreed by Transporter and Shipper. This requirement is in addition to and shall not supersede or replace any other rights that Transporter may have regarding the construction of and reimbursement for facilities.

If Shipper defaults and Transporter terminates service to Shipper, then Transporter shall draw upon and retain such financial assurances as necessary to reimburse Transporter for the unamortized cost of the facilities constructed for Shipper. The capacity underlying any terminated Service Agreement shall be made available pursuant to Section 4 of these General Terms and Conditions. Within sixty (60) days of the capacity being made available, to the extent such capacity has been awarded, the financial assurance retained by Transporter from the original Shipper shall be reduced to an amount equal to the net present value of that portion of the future Reservation Charge revenues of the original Shipper that would have been attributed to the cost of those facilities less the net present value of that portion of the future Reservation Charge revenues of the newly awarded Shipper that may be attributed to the cost of the facilities.

## 9.7 <u>Notification of Failure to Meet Creditworthiness</u>.

Transporter shall have the right, on an ongoing basis, to review Shipper's creditworthiness and acceptability of any financial assurance, and upon Transporter's request, Shipper shall provide within three (3) Business Days, or such later date acceptable to Transporter, information in order to facilitate such review. If Shipper is found by Transporter to be non-creditworthy, Transporter will, upon request, inform Shipper in writing as to the reasons. Upon notification by Transporter of Shipper's non-creditworthy status, Shipper must, within five (5) Business Days after receipt of such notification, submit advanced payment to Transporter equal to one (1) month of service under Shipper's Service Agreement(s) to continue service. Shipper must, within thirty (30) days, provide an acceptable financial assurance, as set forth in Section 9.6 (c). For Shippers utilizing lateral facilities or expansion capacity, the financial assurance that must be provided within thirty (30) days shall be in accordance with Section 9.6 (e). If Shipper fails to provide one of the financial assurances within these time periods, Transporter may suspend service immediately (Shippers are not responsible for Reservation Charges after service is suspended) and may provide simultaneous written notice to Shipper, the Commission, and any Replacement Shipper(s) that service will be terminated in thirty (30) days. Transporter also may exercise any other remedy available to it hereunder, at law or in equity. At all times prior to termination under this Section 9.7, as applicable, Shipper may avoid such termination by providing the advance

payment and financial assurance described herein. Regardless of whether Shipper is insolvent, has lost its creditworthiness status or does not desire to continue service with Transporter, Shipper shall continue to be liable for all charges due under its Service Agreement and associated rate schedule. If Shipper desires to continue service with Transporter, Transporter will require Shipper to pay any outstanding balances due Transporter for services rendered and provide adequate financial assurances in accordance with 9.6 (c) above.

9.8 Requests for service which do not include all of the above-referenced information and the information required by Section 3 shall be deemed null and void.

9.9 If a Shipper has multiple Service Agreements with Transporter and defaults on one Service Agreement, Transporter may deem a default by Shipper on that one Service Agreement as a loss of creditworthiness on any other Service Agreement Shipper has with Transporter; provided, however, this provision shall not affect amounts disputed by Shipper in good faith. This Section 9.9 shall apply solely to Shipper that is the Service Agreement holder.

9.10 Transporter intends that section 9.6(b)(4)(iv) above shall be read in harmony, and not in conflict, with the United States Bankruptcy Code.

9.11 If Transporter has terminated service to Shipper as a result of Shipper's loss of creditworthiness or default, Transporter shall have the right to assert any liens or other interests, consistent with applicable law, against any gas Shipper may have remaining on Transporter's system.

9.12 <u>General Limitation of Transporter's Obligation</u>. Transporter shall not be required to perform or continue service on behalf of any Shipper that, within five (5) days after receipt of notice from Transporter, fails to comply with any of the terms of the applicable Rate Schedule and Shipper's Service Agreement(s) with Transporter; provided however that Shipper's failure to comply with the billing and payment requirements of this Tariff shall be governed by the provisions of Section 10 (Billing and Payment) of the General Terms and Conditions. Other provisions of such Rate Schedule notwithstanding, Transporter shall have the right to take unilateral action to protect the integrity of its system in the event Transporter, in its reasonable discretion, determines that immediate or irreparable harm to Transporter's facilities or operations will be caused by Shipper's failure to comply with any of the terms of the applicable Rate Schedule, the terms of Shipper's Service Agreement(s) with Transporter, or the General Terms and Conditions of this Tariff.

# 9.13 Balancing at Termination of Service Agreement.

(a) Following the termination of a Service Agreement(s), Shipper under that Service Agreement(s) shall be required to correct any outstanding imbalance in receipts and deliveries within thirty (30) days after Transporter determines, and notifies Shipper, that such an imbalance exists, or within such longer period of time agreed to by Shipper and Transporter (the balancing period). Shipper shall correct in-kind any undertender imbalance by making arrangements

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upstream of Transporter for delivery to Transporter to correct such undertender imbalance during the balancing period. Shipper shall correct in-kind any overtender imbalance by (i) obtaining a service agreement (e.g., under the ITS Rate Schedule) from Transporter pursuant to the terms of this Tariff, and scheduling to receive such overtender imbalance quantities from Transporter under such service agreement pursuant to the terms of this Tariff, or (ii) otherwise making arrangements pursuant to this Tariff (e.g., under Section 18 "Inventory Transfers" of the General Terms and Conditions) to dispose of its overtender imbalance. If, after the end of the balancing period, Transporter determines that an imbalance continues to exist in Shipper's account, Transporter shall resolve such imbalance as set forth below.

(b) If Transporter determines that it delivered quantities to or for Shipper in excess of the quantities tendered to Transporter by or for Shipper, Transporter shall assess and collect from Shipper a penalty. Shipper shall pay Transporter a penalty for each Dth of such outstanding imbalance, grossed up for the Retainage percentage applicable to Transporter's ITS Rate Schedule. The penalty shall be the sum of: 120 percent of the Spot Market Price for the Month during which such quantities are made up by Transporter. "Spot Market Price", for purposes of this Section, shall mean, for the applicable Month, the contract index price for gas delivered to "Columbia Gas Transmission, LLC, Appalachia", as reported in <u>Inside FERC's Gas Market Report</u> or successor publication. For purposes of calculating Penalty Revenues pursuant to Section 19.6 of the General Terms and Conditions, 100 percent of the Spot Market Price times the applicable number of replenishment dekatherms shall be retained by Transporter. 20 percent of the Spot Market Price times the applicable number of replenishment dekatherms shall be retained by Transporter. 20 percent of the Spot Market Price times the applicable number of replenishment dekatherms shall be retained by Transporter. 20 percent of the Spot Market Price times the applicable number of replenishment dekatherms shall be retained by Transporter. 20 percent of the Spot Market Price times the applicable number of replenishment dekatherms shall be retained by Transporter. 20 percent of the Spot Market Price times the applicable number of replenishment dekatherms shall be retained by Transporter. 20 percent of the Spot Market Price times the applicable number of replenishment dekatherms shall be treated as Penalty Revenues as defined in Section 19.6 of the General Terms and Conditions. Upon payment of such charge, the imbalance shall be removed from Shipper's account.

(c) If Transporter determines that Shipper tendered to Transporter quantities in excess of the quantities taken by or for Shipper at the delivery point(s), any such quantities automatically shall be forfeited by Shipper to Transporter free and clear of all liens and encumbrances. Transporter shall post such forfeited quantities on its EBB as gas available for sale to the highest bidder within a 24-hour notice period. Such posting may provide as a condition of sale that such gas be withdrawn from storage within a period of time to be specified in the notice. Upon receipt of payment, Transporter shall treat the forfeited gas proceeds as Penalty Revenues as defined in Section 19.6 of the General Terms and Conditions.

(d) Transporter may waive the provisions of this Section 9.13 on a nondiscriminatory basis.

## 12. <u>MAXIMUM DAILY DELIVERY OBLIGATION AT DELIVERY POINTS AND</u> <u>MAXIMUM DAILY QUANTITY AT RECEIPT POINTS</u>

## 12.1 Maximum Daily Delivery Obligation at Delivery Points.

The Maximum Daily Delivery Obligation (MDDO) at each point of delivery (a) under Transporter's firm transportation service Rate Schedules shall be set forth in the applicable Service Agreement. Unless further limited by a Design Daily Quantity, as described in 12.1(c) below, or by an Aggregate Daily Quantity, as described in 12.1(d) below, the MDDOs expressed in Shipper's firm Service Agreement shall serve to define Transporter's firm service obligation to Shipper at each of its delivery points. At a minimum, the MDDOs expressed in Shipper's Service Agreement will be utilized by Transporter in its design of any measurement, pressure regulation, lateral pipeline, or other local facilities used to make deliveries to Shipper at each of its delivery points under the Service Agreement. Unless otherwise specified in an applicable Service Agreement, Transporter will use 1/24<sup>th</sup> of the MDDO for such hourly design purposes. Transporter retains the right to restrict Shipper activity in excess of this hourly design under Section 17 of the General Terms and Conditions. Where Shipper receives service from Transporter under two or more firm service Rate Schedules, the MDDOs specified in one Service Agreement may be incorporated by reference in the other Service Agreements.

(b) The sum of the MDDOs under all of Shipper's firm Service Agreements shall equal the sum of the Transportation Demands under all of Shipper's firm Service Agreements; provided, however, that the sum of those MDDOs may exceed Shipper's specified Transportation Demand if the Shipper previously held Service Agreements under Transporter's former CDS or SGS Rate Schedules. Where the sum of the MDDOs exceed Shipper's Transportation Demand, Transporter's firm service obligation to Shipper may be further limited by Design Daily Quantities, as described in 12.1(c) below, or by Aggregate Daily Quantities, as described in 12.1(d) below.

(c) Notwithstanding the MDDOs at individual delivery points, Transporter and Shipper may mutually agree to further define Transporter's service obligation to Shipper under Transporter's firm service Rate Schedules by implementation of a Design Daily Quantity (DDQ) at each point of delivery to Shipper. If applicable, the DDQ at each point of delivery under Transporter's firm transportation service Rate Schedules shall be set forth in the applicable Service Agreement, and shall serve to define Transporter's firm service obligation to Shipper at each of its delivery points in a specified area on a coincidental design day, unless such obligation is further limited by an Aggregate Daily Quantity, as described in 12.1(d) below. The DDQ at each point of delivery will be equal to or less than the corresponding MDDO value at each point. The DDQs expressed in Shipper's Service Agreement will be utilized by Transporter in its design of its transmission pipeline systems. Unless otherwise specified in an applicable Service Agreement, Transporter will use 1/24<sup>th</sup> of the DDQ for such hourly design purposes. Transporter retains the right to restrict Shipper activity in excess of this hourly design under Section 17 of the General Terms and Conditions. Where Shipper receives

service from Transporter under two or more firm service Rate Schedules, the DDQs specified in one Service Agreement may be incorporated by reference in the other Service Agreements.

(d) Notwithstanding the MDDOs or DDQs at individual delivery points, Transporter and Shipper may mutually agree that Transporter's combined aggregate service obligation at all or some of the delivery points to Shipper in a specified area (the Aggregate Area) shall, if applicable, be limited to an Aggregate Daily Quantity (ADQ). Aggregate Area ADQs may themselves be included in larger Aggregate Area ADQs that would control multiple areas. All such Aggregate Area ADQs shall be set forth in the applicable Service Agreement. The Service Agreement will also specify which delivery points are to be included in and limited by an Aggregate Area ADQ. Any Aggregate Area ADQ will be equal to or less than the sum of the individual MDDOs or DDQs for each of the delivery points that are governed by that ADQ. Where Shipper receives service from Transporter under two or more firm service Rate Schedules, the ADQs specified in one Service Agreement may be incorporated by reference in the other Service Agreements.

(e) Unless waived by Transporter in its reasonable discretion, the aggregate of Shipper's MDDOs, DDQs and ADQs, where applicable, shall be reduced in proportion to any reduction by Shipper in its Total Firm Entitlement (TFE). Shipper shall have the right to specify the delivery points at which the reductions or adjustments in those MDDOs, DDQs and ADQs shall be made.

#### 12.2 <u>Maximum Daily Quantity at Receipt Points</u>.

(a) Shipper's Maximum Daily Quantity at each point of receipt under Transporter's firm service Rate Schedules shall be set forth in the applicable Service Agreement.

(b) The sum of Shipper's Maximum Daily Quantity at all receipt points shall equal the sum of the Transportation Demand under Shipper's firm Service Agreements plus quantities necessary for Retainage.

#### 13. <u>PRESSURE</u>

Transporter shall deliver gas at each delivery point to or for the account of (a) Shipper at the pressure which shall be available from time to time in Transporter's pipeline, less any pressure reduction that may occur through any measurement, flow control, regulation or other appurtenant facilities that are owned by Transporter; provided, however, that Transporter and Shipper may mutually agree to a specific minimum delivery pressure for a stated period at any delivery point or points which Transporter shall agree to meet or exceed, and where necessary, upon specified conditions to ensure that such agreements do not have any adverse effects on Transporter's system. Transporter's obligation to meet or exceed this minimum delivery pressure shall be contingent upon total deliveries at the particular delivery point or points not exceeding the Transporter's hourly design as outlined in Section 12 of the General Terms and Conditions, unless specified within the applicable Service Agreement(s), for the combined total of all Shippers who hold firm Service Agreement rights to said point or points. Transporter may meet or exceed the specified minimum delivery pressure if deliveries at the delivery point or points are in excess of the combined total of all Shippers who hold firm Service Agreement rights to said point or points or any specified hourly flow commitments, but shall have no obligation to do so. If Transporter and Shipper agree to a specific minimum delivery pressure obligation for a stated period, the pressure obligation and any conditions will be specified in the pro forma service agreement in the blank spaces provided. Transporter may at any time, and from time to time, exceed a minimum delivery pressure obligation it has made to a Shipper. Transporter also may operate its facilities at less than the minimum delivery pressure obligation made to a Shipper when the Shipper does not require the agreed-upon minimum delivery pressure. If Transporter and a Shipper are unable to mutually agree upon a minimum pressure commitment, Transporter will, upon request from that Shipper, provide a written explanation concerning the operational reasons for the denial.

(b) Shipper shall deliver gas or cause gas to be delivered to Transporter at the receipt points at a pressure sufficient to allow the gas to enter Transporter's pipeline, as such pressure shall vary from time to time. Transporter shall not be required to compress into its pipeline gas transported under any Rate Schedule, or otherwise change its normal pipeline operations. At each receipt point, Shipper shall provide, or cause to be provided, equipment acceptable to Transporter that will prevent overpressuring of Transporter's pipeline. Transporter and Shipper may agree to a specific minimum receipt pressure for a stated period at any point or points, below which Transporter is not obligated to receive gas from or on behalf of Shipper, and where necessary, upon specified conditions to ensure that such agreements do not have any adverse effect on Transporter's system. If Transporter and Shipper agree to a specific minimum receipt point pressure obligation for a stated period, the pressure obligation and any conditions will be specified in the pro forma service agreement in the blank spaces provided. If Transporter and a Shipper are unable to mutually agree upon a minimum pressure commitment, Transporter will, upon request from that Shipper, provide a written explanation concerning the operational reasons for the denial.

(c) Transporter will not enter into minimum pressure obligations or conditions that will adversely affect Transporter's ability to meet its firm service obligations to an existing Shipper. In addition, Transporter will not unilaterally impose new contractual minimum pressure conditions when an existing Shipper exercises its right of first refusal in accord with Section 4 of the General Terms and Conditions.

### 49. <u>OPERATIONAL TRANSACTIONS</u>

49.1 <u>Eligible Transactions.</u> Transporter may buy, sell and/or borrow or tender gas for return at a later date (an "Operational Transaction") to the extent necessary to:

- (a) maintain system pressure and line pack;
- (b) manage system imbalances;

(c) perform other operational functions of Transporter in connection with transportation, storage, and other similar services; and/or

(d) otherwise protect the operational integrity of Transporter's system.

Any Operational Transaction will be made on an unbundled basis. Transporter may assess separate transportation charges, where applicable, for transportation service to or from the point of any Operational Transaction. Sales by Transporter will be made at receipt point(s), which may include Pooling Points or Aggregation Points as defined in Transporter's IPP or AS Rate Schedules or at the points of interconnection with the upstream pipelines prior to receipt into Transporter's system. Other Operational Transactions will be made at locations where the gas may be most operationally needed from time to time. Operational Transactions will have a lower priority than firm service.

49.2 <u>Posting Requirements.</u> Transporter will post its quantities for sale, borrow or tender for bidding on its electronic bulletin board in accordance with the applicable bidding provisions which will be posted at the time of the offer. Transporter will provide as much advance notice through its EBB as is reasonably possible, but not less than 24-hours in advance of any gas purchases. Transporter reserves its right, in its sole discretion, to:

- (a) withdraw its postings;
- (b) reject all bids due to operational changes; and/or

(c) reject any bids which do not meet or which contain modifications to the terms of the posting or which contain terms that are operationally unacceptable.

49.3 <u>Reporting Requirements.</u> Transporter will file a report on or before March 1 of each year reflecting the Operational Transactions for the 12-month period ending the preceding December 31. The report will indicate:

- (a) whether the Operational Transaction was a purchase, sale, borrow or tender;
- (b) the source of the gas in the Operational Transaction;

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(c) the date of the Operational Transaction; (for borrows and tenders, Transporter will include the beginning and termination date of the transaction);

- (d) volumes, expresses in dekatherms;
- (e) the Operational Transaction price, expressed as a rate per dekatherm;
- (f) the costs and revenues from the Operational Transaction;
- (g) the disposition of the associated costs and revenues;

(h) an explanation of the purpose of any Operational Transaction, any alternatives that were considered, and how the action(s) taken were the best available; and

(i) and explanation for any exercise of Transporter's rights under Section 49.2.

#### 49.4 Operational Transaction Rate Adjustment (OTRA) Mechanism

- (a) <u>Purpose</u>. This Section provides for the recovery of the costs of Operational Transactions (OTRA Costs) incurred in order to ensure sufficient flowing supply in Transporter's system in Market Areas 1, 2, 3 and 7, including carrying charges calculated under Section 154.501 of the Commission's regulations, through an OTRA surcharge applicable to Transporter's FTS, NTS, NTS-S, TPS, SST, GTS, OPT and ITS Rate Schedules. Such costs include, but are not limited to, the difference between the purchase price of gas in Market Areas 1, 2, 3, and 7 (or points on other pipelines) and the price for the sale of equivalent volumes at other locations on Transporter's system. Such OTRA costs shall include costs incurred under any third party transportation contracts associated with OTRA. Such third party transportation costs will not be included in the Transporter's TCRA costs. Transporter for the Operational Transactions described in this Section 49.4 ("OTRA Revenues").
- (b) <u>Transporter's OTRA Filings</u>. On a semi-annual basis, Transporter will make a Section 4(e) rate filing to adjust its OTRA rates to take into account both prospective changes in OTRA Costs and unrecovered OTRA Costs for the summer season (April 1 to October 31) and winter season (November 1 to March 31). These filings will be submitted no later than: (i) April 1 of each year, to become effective May 1; and (ii) November 1 of each year, to become effective December 1.
- (c) <u>Calculation of Current OTRA Surcharge</u>. In each OTRA Filing, Transporter will calculate and allocate to the applicable Rate Schedules on an as-billed basis and in a manner consistent with Transporter's currently effective cost allocation and rate

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design, the Current OTRA Surcharge by: (i) estimating the total OTRA Costs, including any third party transportation costs associated with OTRA and the total OTRA Revenues for the summer or winter period (as applicable) commencing with the effective date of the OTRA Filing; (ii) subtracting the OTRA Revenues from the OTRA Costs; and (iii) dividing that amount by the applicable rate design determinants under all of the applicable Rate Schedules for that same period. In the event third party transportation capacity is acquired in excess of Transporter's operational needs, Transporter will attempt to release the excess capacity and credit revenue amounts against the OTRA costs incurred during that period.

- (d) <u>True-Up of OTRA Surcharge</u>. In each OTRA Filing, Transporter will calculate and allocate to the applicable Rate Schedules on an as-billed basis and in a manner consistent with Transporter's currently effective cost allocation and rate design, the OTRA True-Up Surcharge by subtracting from the OTRA Costs (less OTRA Revenues) actually incurred by Transporter during the preceding OTRA period the amount collected by Transporter during that period under the theneffective Current OTRA Surcharge and dividing the difference, whether positive or negative, by the estimated design determinants under the applicable Rate Schedules for period commencing on the effective date of that OTRA Filing.
- (e) <u>Termination</u>. If the provisions described in this Section 49.4 are terminated, Shippers under the applicable Rate Schedules from the date of Transporter's most recent OTRA Filing through the date of termination (Termination Period) will remain subject to any unrecovered OTRA Costs (less OTRA Revenues), and Transporter will be required to refund any over-recovered OTRA Costs (less OTRA Revenues). Any positive or negative balances in Transporter's OTRA account as of the date of termination will be charged or refunded to Shippers under the applicable Rate Schedules over a six-month period following the Termination Period.

# 52. Capital & Compliance Recovery Mechanism (CCRM)

52.1 Purpose. This Section provides for the recovery of Transporter's revenue requirements associated with investments in Eligible Facilities in the categories of (1) third party compliance; (2) safety and integrity; and (3) system reliability, as defined in Section 52.3(a) (Revenue Requirements) in order to modernize Transporter's system (Modernization Program). These Revenue Requirements will be recovered through separately-tracked surcharges (CCRM Rate(s)) that will be added to the base tariff rates applicable to Shippers under Transporter's FTS, NTS, NTS-S, ITS, GTS, OPT, TPS, SST, FSS, and FBS Rate Schedules set forth in this Tariff (Applicable Rate Schedules). Except as otherwise provided in this Tariff or in an individual service agreement, the CCRM-T (defined below) shall apply to service agreements under Transporter's FTS, NTS, NTS-S, ITS, GTS, OPT, TPS, and SST Rate Schedules and the CCRM-S (defined below) shall apply to service agreements under Transporter's FSS and FBS Rate Schedules. Service agreements that are exempt from paying the CCRM will remain exempt from paying the CCRM-T or the CCRM-S, as applicable. The CCRM Rates will provide for the recovery of the Revenue Requirements associated with capital expenditures incurred through November 30, 2031 related to Eligible Facilities that are placed into service during this term.

Transporter's CCRM Filings. The first CCRM rate filing will implement CCRM Rate(s) 52.2 to become effective April 1, 2026 to recover Revenue Requirements related to Eligible Facilities that have been placed into service between April 1, 2025 through November 30, 2025 (CCRM Period) and any trailing capital expenditures associated with such Eligible Facilities placed into service during such eight month period, provided that (a) such trailing capital expenditures are incurred by Transporter before such CCRM Filing is made and (b) the inclusion of such trailing capital expenditures does not cause the total amount of investment in Eligible Facilities to exceed the annual and overall CCRM caps set forth in Section 52.3(c) of this Tariff. Subsequently, Transporter will have the right to file to adjust the CCRM Rate(s) to become effective April 1 to additionally recover Revenue Requirements related to Eligible Facilities that have been placed into service during the December 1 through November 30 period (CCRM Period(s)) prior to such CCRM Filing and any trailing capital expenditures associated with Eligible Facilities placed into service provided that (a) such trailing capital expenditures are incurred by Transporter before such CCRM Filing is made and (b) the inclusion of such trailing capital expenditures does not cause the total amount of investment in Eligible Facilities to exceed the annual and overall CCRM caps set forth in Section 52.3(c) of this Tariff. Any filings by Transporter pursuant to this Section 52.2 are referred to in this Tariff as a "CCRM Filing."

# 52.3 <u>CCRM Implementation</u>.

(a) <u>Eligible Facilities</u>. Eligible Facilities have been defined in the Eligible Facilities Plan (EFP) as filed by Transporter in its general Section 4 rate case filed September 30, 2024 and also include the facilities added in accordance with Section 52.3(a)(1) and Section 52.3(a)(2) of this Tariff. Each Eligible Facilities investment will be allocated to the appropriate transmission (CCRM-T) or storage (CCRM-S) rates in accordance with Section 52.4 of this Tariff. Transporter's CCRM Filings will revise the CCRM Rate(s) to take into account both changes in the Revenue Requirements and over/under-recovered Revenue Requirements from the preceding periods.

(1) <u>Discretionary Eligible Facilities</u>. Transporter shall have the right to cancel projects and retains the discretion to recover capital expenditures and expenses associated with projects related to facilities not listed in the EFP through the CCRM Rate(s) set forth in any CCRM Filing provided that the expenditures are for one or more projects falling within one or both of the following categories: (1) additional bare steel replacement and/or abandonment projects and (2) projects to address issues that Transporter believes could lead to imminent unsafe conditions, and provided further that: (a) the projects are similar in purpose and scope to those provided in the EFP; (b) such construction projects do not result in the cost limits set forth in Section 52.3(c) of this Tariff being exceeded; and (c) no costs may be included from such construction projects which would otherwise be ineligible for CCRM recovery. Such projects will be deemed to be investments in Eligible Facilities for purposes of this Section 52 of the Tariff.

(2) <u>Unanticipated Eligible Facilities</u>. Transporter shall be permitted to recover capital expenditures and expenses associated with facilities that are not listed in the EFP and that do not fall into one of the categories listed in Section 52.3(a)(1) provided that Transporter receives the consent of shippers constituting a majority of the billing determinants subject to the applicable CCRM Rate(s) or approval from the Commission during the term of the modernization program. Such facilities will be deemed to be Eligible Facilities for purposes of this Section 52 of the Tariff.

(b) <u>Right to Challenge CCRM Filings</u>. Parties shall have the right to challenge the CCRM Filings.

(c) <u>Cost Limits</u>. The total amount of prudent capital investment in Eligible Facilities incurred for which Revenue Requirements may be recovered through the CCRM will not exceed an annual cap of \$450 million, subject to a 15 percent annual program tolerance. The total amount of prudent capital investment in Eligible Facilities incurred for which Revenue Requirements are eligible for recovery through the CCRM for this term will not exceed \$2.9 billion. The initial date of such investment will be deemed to have begun on April 1, 2025. Any costs exceeding the cost limits in this Section 52.3(c) shall be treated as GPMC under Section 52.3(d) of this Tariff.

(d) <u>GPMC Levels</u>. Transporter will expend annual general plant maintenance capital (GPMC) costs of \$185 million per year, during the seven year term for transmission and storage function projects (GPMC Projects) and such GPMC Projects will not be considered Eligible Facilities. If Transporter expends less than \$185 million in GPMC in the applicable years of the seven year term, the difference will be used to reduce the plant investment included in the CCRM and the total amount of Eligible Facilities for which the Revenue Requirements would be recoverable through the CCRM will be adjusted downward by such difference.

52.4 <u>CCRM Rate Calculation</u>. In each CCRM Filing, Transporter will calculate the CCRM Rate(s) and allocate to the Applicable Rate Schedules (as defined above) on an as-billed basis and in a manner consistent with Transporter's currently effective cost allocation and rate design, as set forth below:

(a) <u>Determination of Revenue Requirements</u>. Transporter will first calculate the Revenue Requirements related to those Eligible Facilities that were placed in and remained in service during the applicable prior CCRM Periods set forth in Section 52.2 of this Tariff and any applicable trailing capital expenditures associated with such Eligible Facilities placed into service during such applicable prior CCRM Period, subject to the limitations in Section 52.2 of this Tariff.

(1) <u>Storage</u>. The Storage Revenue Requirements associated with Eligible Facilities will consist of (A) a total rate base multiplier comprised of: (i) a pre-tax rate of return of 14.66 percent and (ii) a Taxes Other than Income Taxes (TOIT) calculation utilizing the applicable ad valorem tax rate at the time of filing multiplied by the "net rate base" (i.e., the gross plant minus accumulated depreciation and accumulated deferred income taxes) associated with Eligible Facilities that have been functionalized as storage by Transporter; (B) Transporter's applicable storage depreciation rate and storage negative salvage rate, both multiplied by the gross plant associated with Eligible Facilities that have been functionalized as storage associated with Eligible Facilities that have been functionalized as storage negative salvage rate, both multiplied by the gross plant associated with Eligible Facilities that have been functionalized as storage with Eligible Facilities that have been functionalized as storage associated with Eligible Facilities.

(2) <u>Transmission</u>. The Transmission Revenue Requirements associated with Eligible Facilities will consist of (A) a total rate base multiplier which is comprised of: (i) a pre-tax rate of return of 14.66 percent and (ii) a TOIT calculation utilizing the applicable ad valorem tax rate at the time of filing multiplied by the "net rate base" (i.e., the gross plant minus accumulated depreciation and accumulated deferred income taxes) associated with Eligible Facilities that have been functionalized as transmission by Transporter; (B) Transporter's applicable transmission depreciation rate and transmission negative salvage rate, both multiplied by the gross plant associated with Eligible Facilities that have been functionalized as transmission associated with Eligible Facilities that have been functionalized with Eligible Facilities that have been functionalized as transmission negative salvage rate, both multiplied by the gross plant associated with Eligible Facilities.

(b) <u>Allocation of Revenue Requirements</u>. Transporter will allocate the Revenue Requirements across each Applicable Rate Schedule to derive the CCRM-T and CCRM-S Rate on a per unit basis, utilizing the greater of:

(1) The annual billing determinants for customers under the Applicable Rate Schedules, including billing determinants for all non-incremental negotiated rate service agreements that are by their terms exempt from paying the CCRM, but excluding billing determinants associated with service agreements for capacity on incrementally-priced expansion projects, which are not subject to the CCRM as described in Section 52.4(d) of the Tariff, and adjusted for discounted contracts as described in Section 52.4(c) of the Tariff for each applicable CCRM Period set forth in Section 52.2 of this Tariff; or

(2) A transmission billing determinant floor of 74,640,556 Dth and a storage billing determinant floor with a MDSQ of 37,852,239 Dth and SCQ of 2,107,332,641 Dth for each CCRM Filing, as applicable.

(3) If the billing determinants are lower than the floors set forth herein, Transporter will impute billing determinants at the maximum applicable rate and the revenues that would be associated with such billing determinants to reflect the abovestated billing determinant levels in the calculation of the CCRM Rate(s).

(4) Subject to Section 52.5, Columbia shall be at risk for any under-recovery of the Revenue Requirement associated with the billing determinants of non-incremental negotiated rate service agreements that are by their terms exempt from paying the CCRM.

(c) <u>Billing Determinants Associated with Discounted and Non-Incremental</u> <u>Negotiated Rate Service Agreements</u>. Transporter will allocate a portion of the revenues derived from discount rate agreements to its calculation of actual revenues derived by the CCRM. To the extent discounted transactions would reduce the level of revenue below the level that results from the billing determinant floor set forth in Section 52.4(b)(2) above, Transporter will impute billing determinants and the revenues that would be associated with such billing determinants at the maximum applicable rate up to that floor level. Non-incremental negotiated rate agreement billing determinants will be imputed at the maximum CCRM Rate.

(d) <u>Billing Determinants under Incrementally-Priced Expansion Projects</u>. Incrementally-priced expansion projects will not be charged the CCRM Rate(s) and the billing determinants for incrementally-priced expansion projects will not be included in the calculation of the CCRM Rate(s). In the event the FERC's policy with respect to the rate treatment of incrementally-priced expansion projects changes after the effectiveness of this provision of the Tariff, any future treatment of incrementally-priced expansion projects.

(1) When incrementally-priced expansion projects are constructed concurrently with Eligible Facilities, the costs of such combined projects shall be allocated between the Modernization Program and the expansion project.

(e) <u>Cost Over/Under Recovery</u>. Except to the extent such results from the imputation of billing determinants under the billing determinant floors or for non-incremental negotiated rate agreements that exclude the CCRM, any over/under recovery of the Revenue Requirements will be recovered in the next succeeding CCRM Filing. Subject to the annual and overall CCRM caps set forth in Section 52.3 of this Tariff, the over/under recovery will be calculated each year by comparing the actual Revenue Requirements, by function, to the revenues received during the

recovery period, including any revenues required to be imputed by Transporter pursuant to Section 52.4(b) of this Tariff, above.

52.5 <u>Term of CCRM</u>. The CCRM will reflect the Revenue Requirements for capital and applicable expenses placed into service during the term commencing April 1, 2025 and ending on November 30, 2031. Upon termination of the CCRM, Shippers under the Applicable Rate Schedules will remain subject to any unrecovered CCRM costs and Transporter will be required to refund any over-recovered CCRM costs. Any positive or negative balances in Transporter's CCRM account as of the expiration of the CCRM will be charged or refunded to Shippers, as applicable, in the next monthly billing cycle that is at least fifteen days after the termination of the CCRM.

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Currently Effective Rates Applicable to Rate Schedule FTS Rate Per Dth

	Base Tariff Rate 1/ 2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/4/	Daily Rate 2/4/
Rate Schedule FTS							
Reservation Charge 3/	\$ <u>9.19721.281</u>	0.561	0.086	0.053	<del>0.738<u>0.000</u></del>	<u>10.635</u> 21.98 <u>1</u>	<del>0.3496<u>0.7227</u></del>
Commodity						_	
Maximum	¢ <del>0.63<u>1.10</u></del>	0.08	0.54	0.00	0.00	<u>1.25</u> <u>1.72</u>	<u>1.25</u> <u>1.72</u>
Minimum	¢	0.08	0.54	0.00	0.00	<u>1.25</u> 1.72	<del>1.25</del> <u>1.72</u>
Overrun							
Maximum	¢ <u>30.8771.06</u>	1.92	0.82	0.17	<u>2.430.00</u>	<del>36.21<u>73.99</u></del>	<del>36.21</del> 73.99
Minimum	¢ <u>0.631.10</u>	0.08	0.54	0.00	0.00	<u>1.25</u> <u>1.72</u>	<del>1.25</del> <u>1.72</u>

- 1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.
- 2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (http://www.ferc.gov) is incorporated herein by reference.

3/ Minimum reservation charge is \$0.00.

4/ Transportation quantities received from TCO Pool that are delivered to any point on Transporter's system shall be assessed the applicable commodity charges, commodity surcharges, and Retainage, as provided for in this Tariff. Transportation quantities received from any point that are delivered to TCO Pool shall not be assessed commodity charges, commodity surcharges, or Retainage. Service agreements with TCO Pool as a firm primary receipt point or firm primary delivery point will be assessed applicable reservation charges and reservation surcharges.

## Currently Effective Rates Applicable to Rate Schedule NTS and NTS-S Rate Per Dth

		Base Tariff Rate 1/2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/ 5/	Daily Rate 2/ 5/
Rate Schedule NTS								
Reservation Charge 3/4/	\$	<del>9.324<u>21.953</u></del>	0.561	0.086	0.053	0.738 <u>0.000</u>	<u>10.76222.6</u> <u>53</u>	<u>0.35370.7448</u>
Commodity								
Maximum	¢	<del>0.63<u>1.10</u></del>	0.08	0.54	0.00	0.00	<u>1.251.72</u>	<del>1.25</del> <u>1.72</u>
Minimum	¢	<del>0.63<u>1.10</u></del>	0.08	0.54	0.00	0.00	<u>1.251.72</u>	<del>1.25</del> <u>1.72</u>
Overrun								
Maximum	¢	<del>31.28</del> 73.27	1.92	0.82	0.17	<u>2.43</u> 0.00	<del>36.62</del> 76.20	<del>36.62</del> 76.20
Minimum	¢	<del>0.63<u>1.10</u></del>	0.08	0.54	0.00	0.00	<u>1.25</u> <u>1.72</u>	<del>1.25</del> <u>1.72</u>

1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.

2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.

3/ Minimum reservation charge is \$0.00.

4/ The rates shown above for Service under Rate Schedule NTS shall be applicable to Service under Rate Schedule NTS-S except that the maximum Reservation Fee shall be adjusted to reflect the applicable expedited period of gas flow (EPF) utilizing the following formula, rounded to 3 decimal places:

NTS-S = NTS \* (24/EPF) where: NTS-S = NTS-S Reservation Fee NTS = Applicable NTS Reservation Fee 24 = Number of Hours in a Gas Day EPF - MDQ/MHQ

5/ Transportation quantities received from TCO Pool that are delivered to any point on Transporter's system shall be assessed the applicable commodity charges, commodity surcharges, and Retainage, as provided for in this Tariff. Transportation quantities received from any point that are delivered to TCO Pool shall not be assessed commodity charges, commodity surcharges, or Retainage. Service agreements with TCO Pool as a firm primary receipt point or firm primary delivery point will be assessed applicable reservation charges and reservation surcharges.

Currently Effective Rates Applicable to Rate Schedule ITS Rate Per Dth

	Winter	Winter	Summer	Summer
	Maximum	Minimum	Maximum	Minimum
Commodity	¢	¢	¢	¢
Base Tariff Rate 1/2/	<del>37.08</del> 89.17	<del>0.62<u>1.10</u></del>	<del>24.87</del> <u>59.70</u>	<del>0.62<u>1.10</u></del>
TCRA Rates	1.91	0.08	1.31	0.08
EPCA Rates	0.82	0.54	0.73	0.54
OTRA Rates	0.18	0.00	0.12	0.00
CCRM-T Rates	<del>2.43<u>0.00</u></del>	0.00	<u>1.62</u> 0.00	0.00
Total Effective Rate 2/3/	<u>42.42</u> 92.08	<del>1.24<u>1.72</u></del>	<del>28.65</del> 61.86	<del>1.24<u>1.72</u></del>
Daily Rate 2/3/	<u>42.4292.08</u>	<del>1.24</del> 1.72	<del>28.65</del> 61.86	<del>1.24</del> 1.72

- 1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.
- 2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.
- 3/ Transportation quantities received from TCO Pool that are delivered to any point on Transporter's system shall be assessed the applicable commodity charges, commodity surcharges, and Retainage, as provided for in this Tariff. Transportation quantities received from any point that are delivered to TCO Pool shall not be assessed commodity charges, commodity surcharges, or Retainage. Service agreements with TCO Pool as a firm primary receipt point or firm primary delivery point will be assessed applicable reservation charges and reservation surcharges.

Currently Effective Rates Applicable to Rate Schedule GTS Rate Per Dth

	Base Tariff Rate 1/ 2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/ 3/	Daily Rate 2/3/
Rate Schedule GTS							
Commodity							
Maximum	\$ <del>1.2563<u>3.0142</u></del>	0.0377	0.0111	0.0035	0.0485 <u>0.0000</u>	<u>1.3571</u> <u>3.0665</u>	<del>1.3571<u>3.0665</u></del>
Minimum	\$ <del>0.0103<u>0.0180</u></del>	0.0008	0.0054	0.00	0.00	<u>0.0165</u> 0.0242	<u>0.0165</u> 0.0242
MFCC	\$ <del>1.2460</del> 2.9962	0.0369	0.0057	0.0035	0.0485 <u>0.0000</u>	1.3406 <u>3.0423</u>	<del>1.3406<u>3.0423</u></del>

- 1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.
- 2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.
- 3/ Transportation quantities received from TCO Pool that are delivered to any point on Transporter's system shall be assessed the applicable commodity charges, commodity surcharges, and Retainage, as provided for in this Tariff. Transportation quantities received from any point that are delivered to TCO Pool shall not be assessed commodity charges, commodity surcharges, or Retainage. Service agreements with TCO Pool as a firm primary receipt point or firm primary delivery point will be assessed applicable reservation charges and reservation surcharges.

Currently Effective Rates Applicable to Rate Schedule OPT Rate Per Dth

		Base Tariff	TCRA	EPCA	OTRA	CCRM-T	Total	Daily
		Rate	Rates	Rates	Rates	Rates	Effective	Rate
		1/2/					Rate 2/4/	2/4/
Rate Schedule OPT								
30 Days Interruption								
Reservation Charge 3/	\$	8.441 <u>19.532</u>	0.514	0.079	0.049	<u>0.6760.000</u>	9.75920.174	0.32080.6633
60 Days Interruption								
Reservation Charge 3/	\$	<del>7.685</del> <u>17.783</u>	0.468	0.072	0.044	<del>0.616<u>0.000</u></del>	8.885 <u>18.367</u>	0.29220.6038
Commodity								
Maximum	¢	<del>0.63<u>1.10</u></del>	0.08	0.54	0.00	0.00	<del>1.25</del> <u>1.72</u>	<del>1.25<u>1.72</u></del>
Minimum	¢	<del>0.63<u>1.10</u></del>	0.08	0.54	0.00	0.00	<u>1.25</u> 1.72	<del>1.25<u>1.72</u></del>
Overrun								
30 Days Interruption								
Maximum	¢	28.38 <u>65.31</u>	1.77	0.80	0.16	<del>2.22<u>0.00</u></del>	<del>33.33</del> 68.05	<del>33.33<u>68.05</u></del>
Minimum	¢	<del>0.63</del> 1.10	0.08	0.54	0.00	0.00	<del>1.25</del> 1.72	1.25 <u>1.72</u>
60 Days Interruption								
Maximum	¢	<del>25.90</del> 59.56	1.62	0.78	0.14	<u>2.030.00</u>	<u>30.4762.10</u>	<u> 30.4762.10</u>
Minimum	¢	<del>0.63</del> 1.10	0.08	0.54	0.00	0.00	<del>1.25</del> <u>1.72</u>	<u>1.25</u> 1.72

1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.

2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference

3/ Minimum reservation charge is \$0.00.

4/ Transportation quantities received from TCO Pool that are delivered to any point on Transporter's system shall be assessed the applicable commodity charges, commodity surcharges, and Retainage, as provided for in this Tariff. Transportation quantities received from any point that are delivered to TCO Pool shall not be assessed commodity charges, commodity surcharges, or Retainage. Service agreements with TCO Pool as a firm primary receipt point or firm primary delivery point will be assessed applicable reservation charges and reservation surcharges.

Currently Effective Rates Applicable to Rate Schedule TPS Rate Per Dth

		Base Tariff Rate 1/ 2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/ 4/	Daily Rate 2/4/
Rate Schedule TPS Reservation Charge 3/ Commodity	\$	<del>9.197</del> <u>21.281</u>	0.561	0.086	0.053	<del>0.738</del> 0.000	<del>10.635</del> 21.981	<del>0.3496</del> <u>0.7227</u>
Maximum	¢	<del>0.63<u>1.10</u></del>	0.08	0.54	0.00	0.00	<del>1.25<u>1.72</u></del>	<u>1.251.72</u>
Minimum	¢	<del>0.63<u>1.10</u></del>	0.08	0.54	0.00	0.00	<del>1.25<u>1.72</u></del>	<del>1.25<u>1.72</u></del>
Overrun								
Maximum	¢	<del>30.87</del> 71.06	1.92	0.82	0.17	<u>2.430.00</u>	<del>36.21</del> 73.99	<del>36.21</del> 73.99
Minimum	¢	<del>0.63<u>1.10</u></del>	0.08	0.54	0.00	0.00	<u>1.25</u> 1.72	<del>1.25</del> <u>1.72</u>

- 1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.
- 2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.
- 3/ Minimum reservation charge is \$0.00.
- 4/ Transportation quantities received from TCO Pool that are delivered to any point on Transporter's system shall be assessed the applicable commodity charges, commodity surcharges, and Retainage, as provided for in this Tariff. Transportation quantities received from any point that are delivered to TCO Pool shall not be assessed commodity charges, commodity surcharges, or Retainage. Service agreements with TCO Pool as a firm primary receipt point or firm primary delivery point will be assessed applicable reservation charges and reservation surcharges.

Currently Effective Rates Applicable to Rate Schedule SST Rate Per Dth

		Base Tariff Rate 1/2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/ 4/	Daily Rate 2/4/
Rate Schedule SST								
Reservation Charge 3/	\$	<del>9.078<u>21.278</u></del>	0.561	0.086	0.053	<u>0.7380.000</u>	<del>10.516</del> 21.978	<del>0.3457<u>0.7226</u></del>
Commodity								
Maximum	¢	<del>0.63<u>1.10</u></del>	0.08	0.54	0.00	0.00	<del>1.25<u>1.72</u></del>	<del>1.25<u>1.72</u></del>
Minimum	¢	<del>0.63<u>1.10</u></del>	0.08	0.54	0.00	0.00	<del>1.25<u>1.72</u></del>	<del>1.25<u>1.72</u></del>
Overrun 4/								
Maximum	¢	<del>30.48</del> 71.06	1.92	0.82	0.17	<u>2.43</u> 0.00	<del>35.82</del> 73.98	<del>35.82</del> 73.98
Minimum	¢	<del>0.63<u>1.10</u></del>	0.08	0.54	0.00	0.00	<u>1.25</u> 1.72	<del>1.25</del> <u>1.72</u>

- 1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.
- 2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.
- 3/ Minimum reservation charge is \$0.00.
- 4/ Transportation quantities received from TCO Pool that are delivered to any point on Transporter's system shall be assessed the applicable commodity charges, commodity surcharges, and Retainage, as provided for in this Tariff. Transportation quantities received from any point that are delivered to TCO Pool shall not be assessed commodity charges, commodity surcharges, or Retainage. Service agreements with TCO Pool as a firm primary receipt point or firm primary delivery point will be assessed applicable reservation charges and reservation surcharges.

**Currently Effective Rates** Applicable to Rate Schedule FSS Rate Per Dth

		Base	Transportation Cost		Electri	Electric Power		Total	Daily
		Tariff	Rate A	djustment	Costs A	Costs Adjustment		Effective	Rate
		Rate	Current	Surcharge	Current	Surcharge	e <del>3/</del>	Rate	
		1/2/							
Rate Schedule FSS									
<b>Reservation Charge</b>	\$	<del>2.567<u>6.461</u></del>	-	-	-	-	<u>0.363</u> 0.000	<del>2.930<u>6.461</u></del>	<u>0.0963</u> 0.2124
Capacity	¢	<u>4.6311.60</u>	-	-	-	-	<del>0.60<u>0.00</u></del>	<u>5.23</u> 11.60	<u>5.2311.60</u>
Injection	¢	<u>1.53</u> 3.33	-	-	-	-	0.00	<u>1.53</u> 3.33	<del>1.53</del> <u>3.33</u>
Withdrawal	¢	<u>1.53</u> 3.33	-	-	-	-	0.00	<u>1.53</u> 3.33	<u>1.53</u> 3.33
Overrun	¢	<del>17.57<u>39.50</u></del>	-	-	-	-	<u>1.79</u> 0.00	<del>19.36</del> <u>39.50</u>	<del>19.36<u>39.50</u></del>

- 1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.
- 2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference. <u>3/ The CCRM S rates shown above for Service under Rate Schedule FSS shall be applicable to Service under Rate Schedule FSS M.</u>

Currently Effective Rates Applicable to Rate Schedule ISS Rate Per Dth

		Base	Transportation Cost		Electri	c Power	Total	Daily
		Tariff	Rate Adjustment		Costs A	djustment	Effective	Rate
		Rate	Current	Surcharge	Current	Surcharge	Rate	
		1/ 2/						
Rate Schedule ISS								
Commodity								
Maximum	¢	<del>12.63</del> <u>32.84</u>	-	-	-	-	<del>12.63</del> <u>32.84</u>	<del>12.63<u>32.84</u></del>
		0.00	-	-	-	-	0.00	0.00
Minimum	¢	<u>1.53</u> 3.33	-	-	-	-	<del>1.53<u>3.33</u></del>	<u>1.53</u> 3.33
	F	<u>1.53</u> 3.33	-	-	-	-	<del>1.53</del> <u>3.33</u>	<u>1.53</u> 3.33
Injection	¢							
Withdrawal	¢							

1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.

2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.

Currently Effective Rates Applicable to Rate Schedule SIT Rate Per Dth

		Base Tariff	Transportation Cost Rate Adjustment			c Power djustment	Total Effective	Daily Rate
		Rate 1/ 2/	Current	Surcharge	Current	Surcharge	Rate 2/	2/
Rate Schedule SIT Commodity								
Maximum	¢	<u>6.61</u> 14.29	-	-	-	-	<u>6.61</u> 14.29	<del>6.61</del> 14.29
Minimum	¢	<u>1.53</u> 3.33	-	-	-	-	<u>1.53</u> 3.33	<u>1.53</u> 3.33

- 1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.
- 2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 fo the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.

Currently Effective Rates Applicable to Rate Schedule FBS Rate Per Dth

		Base	Transportation Cost		Electri	c Power	CCRM-S	Total
		Tariff	Rate A	djustment	Costs Adjustment		Rate	Effective
		Rate	Current	Surcharge	Current	Surcharge		Rate
		1/2/						
Rate Schedule FBS								
<b>Reservation Charge</b>	\$	0.084 <u>0.2124</u>	-	-	-	-	0.0119 <u>0.0000</u>	<del>0.0959<u>0.2124</u></del>
Capacity	¢	<u>4.6311.60</u>	-	-	-	-	<del>0.60<u>0.00</u></del>	<u>5.23</u> 11.60
Injection	¢	<u>1.53</u> 3.33	-	-	-	-	0.00	<u>1.53</u> 3.33
Withdrawal	¢	<u>1.53</u> 3.33	-	-	-	-	0.00	<u>1.53</u> 3.33
Overrun	¢	<del>17.57<u>39.50</u></del>	-	-	-	-	<u>1.790.00</u>	<del>19.36<u>39.50</u></del>

- 1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.
- 2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.

Currently Effective Rates Applicable to Rate Schedule PAL Rate Per Dth

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		Winter Season Total Effective Daily Rate	Summer Season Total Effective Daily Rate
Rate Schedule PAL			
Account Balance Charg	ge		
Maximum	¢	<del>37.08</del> 89.17	<del>24.87<u>59.70</u></del>
Minimum	¢	<del>0.00<u>1.10</u></del>	<u> </u>

Currently Effective Rates Applicable to Gathering

#### RESERVED FOR FUTURE USE

		Base Tariff	— <del>Transportat</del> —— Rate Adju			<del>: Power</del> djustment	Total Effective	<u>— Daily</u> — Rate
		Rate	Current S	urcharge	Current	Surcharge	Rate	24
Gathering 3/ Firm: Reservation Charge 4/		1/ 2/					20)	
<u>Maximum</u>	\$	<del>116.461</del>	-	-	-	-	<del>116.461</del>	<u>3.8289</u>
Commodity								
<u> </u>	¢	0.00	-	-	-	-	<del>0.00</del>	<del>0.00</del>
<u> </u>	¢	<del>0.00</del>	-	-	-	-	<del>0.00</del>	<del>0.00</del>
<u>Overrun</u>								
<u>Maximum</u>	\$	<u>3.8289</u>	-	-	-	-	<del>3.8289</del>	<u>3.8289</u>
<u> </u>	\$	<del>0.0000</del>	-	-	-	-	<del>0.0000</del>	<del>0.000(</del>
Interruptible: Commodity								
Maximum	<del>\$</del>	<u>3.8289</u>	_	_	_	_	<u>3.8289</u>	3.8289
Minimum	\$	0.0000	-	-	-	-	0.0000	0.000
Processing 5/	¢	_	_	_	_	_	_	_

1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.

2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in a coordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (http://www.ferc.goy) is incorporated herein by reference.

3/ The gathering rates and service will not be unduly discriminatory or preferential. The gathering rates and service are su bject to the applicable provisions of the General Terms and Conditions as referenced in the gathering service agreement, and not inconsistent with the terms and conditions applicable to Part 284 transportation. The gathering rates will be assessed according to Part V. 14 and the separate non-jurisdictional gathering service agreement.
4/ Minimum reservation charge is \$0.00.

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5/ The processing rates and service will not be unduly discriminatory or preferential. The processing rates and service are subject to the applicable provisions of the General Terms and Conditions and are not inconsistent with the terms and conditions applicable to Part 284 transportation.

Currently Effective Rates Applicable to Rate Schedule FT-C Rate Per Dth

		Base Tariff Rate	Total Effective Rate 1/	Daily Rate 1/
Rate Schedule FT-C				
Reservation Charge 2/	\$	4.338 <u>3.621</u>	4.338 <u>3.621</u>	<del>0.1426</del> 0.1190
Commodity				
Maximum	¢	<del>2.74<u>0.00</u></del>	<del>2.74<u>0.00</u></del>	<del>2.74<u>0.00</u></del>
Minimum	¢	<del>2.74<u>0.00</u></del>	<del>2.74<u>0.00</u></del>	<del>2.74</del> 0.00
Overrun	¢	<del>17.00<u>11.90</u></del>	<del>17.00<u>11.90</u></del>	17.00 <u>11.90</u>

- 1/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.
- 2/ Minimum reservation charge is \$0.00.

#### RESERVED FOR FUTURE USE

Currently Effective Rates

Applicable to Rate Schedule FTS VEP

Incremental Virginia Electrification Project

Rate Per Dth

		<del>Base Tariff</del> <del>Rate</del> <del>1/ 2/</del>	<del>TCRA</del> <del>Rates</del>	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/4/	<del>Daily</del> <del>Rate</del> <del>2/-4/</del>
Rate Schedule FTS VEP								
Reservation Charge 3/	\$	<del>21.386</del>	<del>0.561</del>	<del>0.086</del>	<del>0.053</del>	<del>0.000</del>	<del>22.086</del>	<del>0.7260</del>
Commodity								
<u>— Maximum</u>	¢	<del>2.69</del>	<del>0.08</del>	<del>0.54</del>	<del>0.00</del>	<del>0.00</del>	<del>3.31</del>	<del>3.31</del>
<u> </u>	¢	<del>2.69</del>	<del>0.08</del>	<del>0.54</del>	<del>0.00</del>	<del>0.00</del>	<del>3.31</del>	<del>3.31</del>
Overrun								
Maximum	¢	<del>73.00</del>	<del>1.92</del>	<del>0.82</del>	<del>0.17</del>	<del>0.00</del>	<del>75.91</del>	<del>75.91</del>
<u> </u>	¢	<del>2.69</del>	<del>0.08</del>	<del>0.54</del>	<del>0.00</del>	<del>0.00</del>	<del>3.31</del>	<del>3.31</del>

1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.

2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (http://www.fere.gov) is incorporated herein by reference.

3/ Minimum reservation charge is \$0.00.

4/ Transportation quantities received from TCO Pool that are delivered to any point on Transporter's system shall be assessed the applicable commodity charges, commodity surcharges, and Retainage, as provided for in this Tariff. Transportation quantities received from any point that are delivered to TCO Pool shall not be assessed commodity charges, commodity surcharges, or Retainage. Service agreements with TCO Pool as a firm primary receipt point or firm primary delivery point will be assessed applicable reservation charges and reservation surcharges.

Currently Effective Rates Applicable to Rate Schedule FTS-LXP Incremental Leach XPress Service Rate Per Dth

		Base Tariff Rate 1/2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/4/	Daily Rate 2/4/
Rate Schedule FTS-LXP Reservation Charge 3/	\$	<del>17.560</del> 29.487	0.561	0.086	0.053	0.000	<del>18.260</del> 30.187	<del>0.6002</del> 0.9924
Commodity	Ψ	17.50025.407	0.501	0.000	0.055	0.000	10.200 <u>50.107</u>	0.00020.9924
Maximum	¢	<del>0.14<u>0.17</u></del>	0.08	0.54	0.00	0.00	<del>0.76</del> 0.79	<del>0.76</del> 0.79
Minimum	¢	<del>0.14<u>0.17</u></del>	0.08	0.54	0.00	0.00	<del>0.76</del> 0.79	<del>0.76</del> 0.79
Overrun								
Maximum	¢	<del>57.87</del> <u>97.11</u>	1.92	0.82	0.17	0.00	<del>60.78<u>100.03</u></del>	<del>60.78<u>100.03</u></del>
Minimum	¢	<u>0.14</u> 0.17	0.08	0.54	0.00	0.00	<del>0.76<u>0.79</u></del>	<del>0.76</del> <u>0.79</u>

- 1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.
- 2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.
- 3/ Minimum reservation charge is \$0.00.
- 4/ Transportation quantities received from TCO Pool that are delivered to any point on Transporter's system shall be assessed the applicable commodity charges, commodity surcharges, and Retainage, as provided for in this Tariff. Transportation quantities received from any point that are delivered to TCO Pool shall not be assessed commodity charges, commodity surcharges, or Retainage. Service agreements with TCO Pool as a firm primary receipt point or firm primary delivery point will be assessed applicable reservation charges and reservation surcharges.

Currently Effective Rates Applicable to Rate Schedule FTS-WBX Incremental WB XPress Service Rate Per Dth

	Base Tariff Rate 1/2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/4/	Daily Rate 2/ 4/
Rate Schedule FTS-WBX							
Reservation Charge 3/	\$ <u>9.19721.281</u>	0.561	0.086	0.053	0.00	<del>9.897<u>21.98</u> 1</del>	<u>0.3253</u> 0.7227
Commodity						_	
Maximum	¢ <u>0.63</u> 1.10	0.08	0.54	0.00	0.00	<u>1.25</u> 1.72	<del>1.25</del> <u>1.72</u>
Minimum	¢	0.08	0.54	0.00	0.00	<u>1.25</u> 1.72	<del>1.25</del> <u>1.72</u>
Overrun							
Maximum	¢ <u>30.8771.06</u>	1.92	0.82	0.17	0.00	<del>33.78<u>73.99</u></del>	<del>33.78<u>73.99</u></del>
Minimum	¢ <u>0.63</u> 1.10	0.08	0.54	0.00	0.00	<u>1.25</u> 1.72	<u>1.25</u> <u>1.72</u>

- 1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.
- 2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.
- 3/ Minimum reservation charge is \$0.00.
- 4/ Transportation quantities received from TCO Pool that are delivered to any point on Transporter's system shall be assessed the applicable commodity charges, commodity surcharges, and Retainage, as provided for in this Tariff. Transportation quantities received from any point that are delivered to TCO Pool shall not be assessed commodity charges, commodity surcharges, or

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Retainage. Service agreements with TCO Pool as a firm primary receipt point or firm primary delivery point will be assessed applicable reservation charges and reservation surcharges.

Currently Effective Rates Applicable to Rate Schedule FTS-MXP Incremental Mountaineer XPress Service Rate Per Dth

		Base Tariff Rate 1/ 2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/4/	Daily Rate 2/4/
Rate Schedule FTS-MXP								
Reservation Charge 3/	\$	<del>17.689</del> 46.739	0.561	0.086	0.053	0.00	<del>18.389</del> 47.439	<del>0.6045<u>1.5596</u></del>
Commodity								
Maximum	¢	<u>0.070.11</u>	0.08	0.54	0.00	0.00	<del>0.69</del> 0.73	<del>0.69</del> 0.73
Minimum	¢	<u>0.070.11</u>	0.08	0.54	0.00	0.00	<del>0.69</del> 0.73	<del>0.69</del> 0.73
Overrun								
Maximum	¢	<del>58.23</del> <u>153.77</u>	1.92	0.82	0.17	0.00	<del>61.14<u>156.69</u></del>	<del>61.14<u>156.69</u></del>
Minimum	¢	<del>0.07<u>0.11</u></del>	0.08	0.54	0.00	0.00	<del>0.69</del> 0.73	<u>0.69</u> 0.73

- 1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.
- 2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.
- 3/ Minimum reservation charge is \$0.00.
- 4/ Transportation quantities received from TCO Pool that are delivered to any point on Transporter's system shall be assessed the applicable commodity charges, commodity surcharges, and Retainage, as provided for in this Tariff. Transportation quantities received from any point that are delivered to TCO Pool shall not be assessed commodity charges, commodity surcharges, or Retainage. Service agreements with TCO Pool as a firm primary receipt point or firm primary delivery point will be assessed applicable reservation charges and reservation surcharges.

Currently Effective Rates Applicable to Rate Schedule FTS-BXP Incremental Buckeye XPress Service Rate Per Dth

	Base Tariff Rate 1/2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/	Daily Rate 2/
Rate Schedule FTS-BXP							
Reservation Charge 3/	\$ <u>9.19721.28</u>	0.561	0.086	0.053	0.00	<del>9.897</del> 21.981	<del>0.3253</del> 0.7227
	<u>1</u>						
Commodity							
Maximum	¢	0.08	0.54	0.00	0.00	<u>1.25</u> <u>1.72</u>	<u>1.251.72</u>
Minimum	¢	0.08	0.54	0.00	0.00	<del>1.25</del> <u>1.72</u>	<u>1.25</u> <u>1.72</u>
Overrun							
Maximum	¢ <del>30.87<u>71.06</u></del>	1.92	0.82	0.17	0.00	<del>33.78</del> 73.99	<del>33.78</del> 73.99
Minimum	¢ <del>0.63</del> 1.10	0.08	0.54	0.00	0.00	<del>1.25</del> <u>1.72</u>	<del>1.25</del> <u>1.72</u>

1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.

2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.

3/ Minimum reservation charge is \$0.00.

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#### FSS RATE SCHEDULE FIRM STORAGE SERVICE

#### 1. AVAILABILITY

Service under this Rate Schedule is available from Columbia Gas Transmission, LLC (Transporter) to any Shipper, provided that (i) Transporter has sufficient facilities and storage capacity available to inject, store, and withdraw gas for Shipper, (ii) Transporter has awarded capacity to Shipper under the provisions of Section 4 (Availability of Capacity for Firm Services) of the General Terms and Conditions, through construction of facilities, or pursuant to Transporter's Order No. 636 restructuring proceeding in FERC Docket No. RS92-5-000, (iii) Shipper has executed an FSS Service Agreement with Transporter, and (iv) Shipper complies with the provisions of this Rate Schedule and with all other applicable provisions of this Tariff.

#### 2. <u>APPLICABILITY AND CHARACTER OF SERVICE</u>

(a) Service provided under this Rate Schedule shall be performed under Subpart B or G of Part 284 of the Commission's Regulations. Subject to the limitations set forth below, Transporter shall inject and store quantities and withdraw thermally equivalent quantities, less storage gas loss, for Shipper. Such service shall be provided on a firm basis and shall apply to all gas delivered to Transporter for Shipper and stored under this Rate Schedule, up to the Storage Contract Quantity (SCQ) set forth in Shipper's FSS Service Agreement. Shipper's Maximum Daily Storage Quantity (MDSQ) under this FSS Rate Schedule shall be that specified in Shipper's FSS Service Agreement.

(b) Service provided under this Rate Schedule (i) shall have the priority specified in Section 7 (Capacity Allocation) of the General Terms and Conditions, (ii) shall be subject to interruption to the extent provided in this Rate Schedule or in Section 16 (Interruptions of Service) of the General Terms and Conditions, and (iii) shall be subject to operational flow orders issued by Transporter to protect the integrity, including the performance capability, of its storage facilities, or otherwise to the extent provided in this Rate Schedule or in Section 17 (Operational Flow Orders) of the General Terms and Conditions.

(c) Shipper's FSS inventory under this Rate Schedule shall be increased or decreased by any actual imbalances (actual receipts compared to actual deliveries) created under any other Service Agreement(s) Shipper has with Transporter, except for the TPS Rate Schedule, and the imbalance shall be removed from such other Service Agreement(s); provided, however, a Rate Schedule TPS Shipper's FSS inventory may also be adjusted in accordance with the provisions of the TPS Rate Schedule. Such increase or decrease shall be deemed to be a storage injection or withdrawal under Shipper's FSS Service Agreement. Such a transfer to or from FSS inventory shall not relieve Shipper from its responsibility to pay all applicable transportation charges for the transportation into or out of storage. The appropriate maximum commodity charges and surcharges (and any overrun charges) will be assessed for the transportation into or out of storage under the appropriate transportation Service Agreement held by Shipper in the following order of

priority, if Shipper holds more than one firm transportation agreement, up to the Transportation Demand under each: (i) SST Service Agreement; (ii) NTS Service Agreement; (iii) NTS-S Service Agreement; or (iv) FTS Service Agreement; provided, that Shipper may notify Transporter in writing of a preferred different order of priority for the specified Rate Schedules. Such notice must be received by Transporter at least 30 days prior to the beginning of the Month for which it is to be initially effective. To the extent that the resulting debit or credit to Shipper's FSS inventory (i) corrects a transportation imbalance not associated with city gate deliveries, and (ii) causes Shipper to exceed its SCQ, Transporter shall waive that portion of any penalty resulting from such debit or credit. Any such action shall not increase Transporter's firm service obligations.

(d) Subject to the limitations and requirements set forth in this Rate Schedule or in Shipper's FSS Service Agreement, Transporter shall (i) inject quantities received by Transporter from or on behalf of Shipper and designated by Shipper for delivery to "FSS Storage", up to the SCQ set forth in Shipper's FSS Service Agreement plus sufficient quantities for Storage Gas Loss Retainage, (ii) deliver to Shipper thermally equivalent quantities of gas, less Storage Gas Loss Retainage, up to the SCQ set forth in Shipper's FSS Service Agreement, and (iii) inject or withdraw quantities to correct imbalances, as provided for in paragraph (c) immediately above. Transporter shall not be obligated under this Rate Schedule on any Day to deliver to Shipper gas in excess of the quantities then held in storage for Shipper.

(e) Daily quantities nominated by Shipper for withdrawal from FSS storage under any of Shipper's transportation Service Agreements shall be deemed to be withdrawals from Shipper's FSS account.

(f) Service rights under an FSS Service Agreement may be released and assigned in accordance with Section 14 (Release and Assignment of Service Rights) of the General Terms and Conditions. Service to a replacement shipper under any such release and assignment shall be subject to the provisions set forth in this Rate Schedule and in the General Terms and Conditions. If a Shipper releases only a portion of its service rights under an FSS Service Agreement, such release shall not change the existing ratio of the SCQ and the MDSQ for Shipper's remaining unreleased service.

(g) Transporter and Shipper may mutually agree on a not unduly discriminatory basis to (i) different termination dates for specified volumes of Storage Contract Quantity and Maximum Daily Storage Quantity within the same Service Agreement and/or (ii) combine Service Agreements under this Rate Schedule into a single Service Agreement under this Rate Schedule with different termination dates for specified volumes of Storage Contract Quantity and Maximum Daily Storage Quantity. Transporter and Shipper may mutually agree to combine Service Agreements only to the extent that the individual Service Agreement's rates, terms, and conditions can be distinctly maintained and will not be altered by the combination. For each Service Agreement(s) executed in accordance with this Section 2(g), each of the varying termination dates and associated volumes of Storage Contract Quantity and Maximum Daily Storage Quantity will be set forth on a separate Appendix A to the Service Agreement applicable

to service pursuant to this Rate Schedule. Each component with a different termination date for a specified volume of Storage Contract Quantity and Maximum Daily Storage Quantity within the same Service Agreement and reflected in a separate Appendix A will be regarded as a single Service Agreement for purposes of Shipper's exercise of any right of first refusal under the provisions of Section 4 of the General Terms and Conditions of Transporter's Tariff. In the event of a constraint or other occurrence that precludes combined nominations or allocations, Transporter may advise Shippers under such combined Service Agreements that capacity must be nominated separately, and is subject to separate allocation, pursuant to the terms of each separate Appendix A of the Service Agreement. Each Appendix A of the combined Service Agreements will be identified by its original contract number or such other identification convention determined to be applicable by Transporter.

# 3. <u>INJECTIONS INTO STORAGE</u>

(a) Transporter shall not be obligated on any Day to inject gas into storage for Shipper in excess of Shipper's Maximum Daily Injection Quantities (MDIQ), as described in this Section. A request by Shipper to make injections in excess of its MDIQ shall be submitted to Transporter electronically through Transporter's EBB, and shall be received by Transporter at least 24 hours in advance of the requested injections. In the event that Shipper makes such a request, Transporter will grant the request to the extent that additional injection flexibility exists during the time period of the request in accordance with Section 7 (Capacity Allocation) of the General Terms and Conditions.

(b) Injections under this Rate Schedule shall have the priority described in Section 7 (Capacity Allocation) of the General Terms and Conditions and shall be subject to interruption to the extent provided in this Rate Schedule or in Section 16 (Interruptions of Service) of the General Terms and Conditions. Except for reasons of force majeure, Shipper shall notify Transporter electronically through Transporter's EBB at least 24 hours in advance of any change in the daily quantities of gas Shipper desires to deliver or cause to be delivered to Transporter for storage under this Rate Schedule. If a force majeure event causes a material change in the quantities of gas that will be delivered to Transporter for storage on Shipper's behalf under this Rate Schedule, Shipper shall notify or cause Transporter to be notified as soon as possible after that force majeure event.

(c) Quantities to be stored hereunder may be delivered to Transporter throughout the year. The Maximum Monthly Injection Quantities (MMIQ) which may be injected during the Months shall be limited to the following percentages of Shipper's SCQ:

April	15%	August	18%	December	10%
May	20%	September	13%	January	10%
June	20%	October	9%	February	10%
July	20%	November	5%	March	10%

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Shipper's MDIQ shall be 1/25th of the applicable limitation on Shipper's MMIQ, except during the Months of November and December when the MDIQ shall be 1/30th of the applicable limitation on Shipper's MMIQ. A request by Shipper for permission to make injections in excess of its MMIQ shall be submitted to Transporter electronically through Transporter's EBB at least 24 hours in advance. Transporter shall grant any such request to the extent that: (i) additional injection flexibility exists during the time period of the request in accordance with Section 7 (Capacity Allocation) of the General Terms and Conditions; and (ii) Transporter, in its reasonable discretion, can operationally accommodate the request(s).

(d) A Shipper under this Rate Schedule may have no more than 60% of its SCQ in storage as of June 30, and no more than 85% of its SCQ in storage as of August 31. Quantities in excess of 60% of Shipper's SCQ as of June 30, or 85% of Shipper's SCQ as of August 31, shall not be carried over beyond June 30 or August 31, as applicable.

(e) Quantities nominated for delivery to Shipper's delivery points on any Day under all Service Agreements with Transporter held by Shipper and by other shippers delivering to Shipper, but not taken by Shipper on such Day, shall be deemed to be injections into FSS Storage for Shipper under this Rate Schedule.

(f) Transporter may waive a Shipper's default of any of the limitations set forth in this Section that has already occurred. In addition, Transporter may waive a Shipper's default of such limitations in advance, provided that such a waiver is to address a specific, temporary, operational problem. Any waiver granted pursuant to this Section must be granted in a non-discriminatory manner on a case-by-case basis.

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### 4. <u>WITHDRAWALS FROM STORAGE</u>

At or before 11:00 a.m. Eastern Time on the Day before the Day on which (a) Shipper desires deliveries from Transporter under this Rate Schedule, or at such later time as Transporter may from time to time specify, Shipper shall notify Transporter electronically through Transporter's EBB of the quantities to be withdrawn and delivered by Transporter to or for Shipper for transportation and the dates on which such withdrawals are requested. When Shipper's actual takes will not match total nominated withdrawal quantities, Shipper shall notify Transporter electronically through Transporter's EBB in advance on the delivery Day by means of revised nominations. Transporter shall not be obligated on any Day to withdraw and deliver gas to Shipper in excess of Shipper's Maximum Daily Withdrawal Quantity (MDWQ), as described in this Section, plus sufficient quantities for Retainage under Shipper's transportation Service Agreement with Transporter. A request by Shipper for permission to make withdrawals in excess of its MDWQ shall be submitted to Transporter electronically through Transporter's EBB at least 24 hours in advance. In the event that Shipper makes such a request, Transporter will grant the request to the extent that additional withdrawal flexibility exists during the time period of the request in accordance with Section 7 (Capacity Allocation) of the General Terms and Conditions.

(b) Transporter shall deliver Shipper's SCQ throughout the year, subject to the limitations set forth herein. Shipper's MDWQ shall be based upon and limited by Shipper's SCQ inventory remaining in storage determined in accordance with Transporter's best estimates as follows:

% of SCQ in Inventory	MDWQ as a % of MDSQ
100% to 30%	100%
less than 30% to 20%	80%
less than 20% to 10%	65%
less than 10% to 0%	50%

(c) The minimum and maximum monthly net withdrawal quantities for the Months November through March shall be as follows:

<u>Month</u>	Minimum % _of SCQ_	Maximum % _of SCQ
November	No minimum	40%
December	No minimum	40%
January	No minimum	40%
February	10%	30%
March	10%	20%

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A request by Shipper for permission to make withdrawals in excess of its maximum monthly net withdrawal limit shall be submitted to Transporter electronically through Transporter's EBB at least 24 hours in advance. Transporter shall grant any such request to the extent that: (i) additional withdrawal flexibility exists during the time period of the request in accordance with Section 7 (Capacity Allocation) of the General Terms and Conditions; and (ii) Transporter, in its reasonable discretion, can operationally accommodate the request(s). If Shipper exceeds the maximum monthly net withdrawal limit during any of the Months November through March, Shipper's maximum monthly net withdrawal quantity for the succeeding Month shall be reduced by an amount equal to the excess quantities withdrawn during the excess withdrawal Month. Shipper's withdrawals during the Months April through October shall not be subject to maximum or minimum withdrawal limits; provided, however, that Shipper's withdrawals during that period shall be subject to the limitations of Shipper's SCQ levels.

(d) Shipper's maximum storage inventory on April 1 shall not exceed 25% of its SCQ. Shipper's maximum storage inventory on February 1 shall not exceed 65% of its SCQ. Quantities in excess of 25% of Shipper's SCQ on April 1, or 65% of Shipper's SCQ on February 1, shall not be carried over beyond April 1 or February 1, as applicable.

(e) Quantities taken on any Day by Shipper under all Service Agreements with Transporter held by Shipper and by other shippers delivering to Shipper, but not nominated by Shipper on such Day, shall be deemed to be withdrawals from FSS storage for Shipper under this Rate Schedule.

(f) Shipper may withdraw from storage on an interruptible basis, quantities in excess of Shipper's MDWQ. Such interruptible withdrawals shall have the priority set forth in Section 7 (Capacity Allocation) of the General Terms and Conditions and shall be subject to interruption as set forth in Section 16 (Interruptions of Service) of the General Terms and Conditions.

(g) Transporter may waive a Shipper's default of any of the limitations set forth in this Section that has already occurred. In addition, Transporter may waive a Shipper's default of such limitations in advance, provided that such a waiver is to address a specific, temporary, operational problem. Any waiver granted pursuant to this Section must be granted in a non-discriminatory manner on case-by-case basis.

# 5. <u>RECEIPT AND DELIVERY POINTS</u>

Service under this Rate Schedule shall not be subject to the flexible receipt and delivery point provisions of Section 11 (Flexible Primary and Secondary Receipt and Delivery Points) of the General Terms and Conditions. The point of delivery for all gas tendered to Transporter for storage under this Rate Schedule shall be designated in transportation Service Agreement(s) with Transporter as "FSS Storage." The point of receipt for all gas delivered by Transporter to Shipper hereunder shall be designated in Shipper's Service Agreements with Transporter as "FSS Storage."

# 6. <u>RATE</u>

(a) The charges to be paid by Shipper, as set forth in paragraph (b) below, shall be no higher than any applicable maximum charges and no lower than any applicable minimum charges set forth in the currently effective Part V.9 of this Tariff, unless otherwise mutually agreed to by Transporter and Shipper with respect to the charges identified in Section 6(b) below.

(b) For all service rendered under this Rate Schedule, Shipper each month shall pay Transporter the charges set forth below, unless otherwise mutually agreed to by Transporter and Shipper with respect to the charges identified in Section 6(b) below and specified in Shipper's FSS Service Agreement.

(1) <u>Reservation Charge</u>. The maximum Reservation Charge for each Month, assessed on each Dth of the MDSQ specified in Shipper's FSS Service Agreement.

(2) <u>Capacity Charge</u>. The maximum Capacity Charge for each Month, assessed on each Dth of the SCQ specified in Shipper's FSS Service Agreement.

(3) <u>Injection Charge</u>. The Injection Charge per Dth of daily net gas injections of gas into storage by Transporter during the Month for the account of Shipper under this Rate Schedule.

(4) <u>Withdrawal Charge</u>. The Withdrawal Charge per Dth of daily net withdrawals of gas from storage for delivery by Transporter during the Month to or for the account of Shipper.

(5) <u>Overrun Charge</u>. The applicable maximum Overrun Charge per Dth of gas delivered on any Day during the Month in excess of Shipper's MDSQ.

(6) <u>Surcharges</u>. The surcharges applicable to this Rate Schedule.

(c) The charges and surcharges described in this Rate Schedule are subject to adjustment in accordance with the procedures set forth in the General Terms and Conditions.

(d) From the quantities delivered into storage for Shipper, Transporter shall retain the Storage Gas Loss Retainage Percentage of gas specified in the currently effective Part V.17, unless otherwise negotiated by Transporter and Shipper, and specified in Shipper's FSS Service Agreement. That percentage shall be subject to adjustment in accordance with Section 35 (Retainage Adjustment Mechanism) of the General Terms and Conditions.

(e) Shipper shall remain responsible for all property or other taxes associated with the quantities held for Shipper in storage under this Rate Schedule. Transporter periodically shall

report to Shipper the quantities in storage, allocated by State, to enable Shipper to calculate and pay all taxes associated with those storage quantities. All of Transporter's storage fields shall be treated conjunctively and each Shipper's storage gas shall be deemed to be proportionally allocated to all of Transporter's storage fields based on total working gas in storage.

(f) The Reservation Charge shall apply as of the date service is deemed to commence by the terms of Shipper's FSS Service Agreement.

(g) Transporter shall be responsible for any loss, cost, or expense arising from any loss of Shipper's gas in Transporter's storage that results from Transporter's negligence or failure to exercise due diligence. Notwithstanding the provisions in Section 22 (Possession of Gas) of the General Terms and Conditions, Shipper shall be responsible for obtaining its own insurance for any gas in storage, and shall hold Transporter harmless from any loss, cost, or expense arising from any loss of storage gas that results from a force majeure event or that is not the result of Transporter's negligence or failure to exercise due diligence.

# 7. <u>PENALTIES</u>

(a) If Shipper fails to comply with an interruption order issued by Transporter pursuant to this Rate Schedule or Section 16 (Interruptions of Service) of the General Terms and Conditions and thereby causes:

(1) Injections in excess of 103 percent of the lowered MDIQ set by Transporter's interruption order (Lowered Quantity), Shipper shall be assessed and pay penalties based on a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts Gas Daily price survey for all quantities tendered in excess of its Lowered Quantity; or

(2) Withdrawals in excess of 103 percent of the lowered MDWQ set by Transporter's interruption order (Lowered Quantity), Shipper shall be assessed and pay penalties based on <u>the higher of: (i)</u> -a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts <u>Gas</u> <u>Daily</u> price survey or (ii) a price per Dth equal to 150 percent of the highest midpoint posting for either: Mich Con City-gate, Transco, Zone 6 Non-N.Y., or Texas Eastern, M-2 Receipts as published in Platts Gas Daily price survey for all quantities taken in excess of its Lowered Quantity. <u>Section 7(a)(2)(ii)</u> penalties will only be assessed on days in which the daily spot price of gas exceeds three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia."

(b) If Shipper fails to comply with an operational flow order issued by Transporter pursuant to Section 17 (Operational Flow Orders) of the General Terms and Conditions, a penalty based on <u>the higher of: (i)</u> a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts <u>Gas Daily</u> price survey or (ii) a price per Dth equal to 150 percent of the highest midpoint posting for either: Mich Con

City-gate, Transco, Zone 6 Non-N.Y., or Texas Eastern, M-2 Receipts as published in Platts Gas Daily price survey shall be assessed to Shipper for all quantities in violation of that operational flow order. Section 7(b)(ii) penalties will only be assessed on days in which the daily spot price of gas exceeds three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia."

(c) On any Day on which Shipper's injections into storage exceed 110 percent of its applicable MDIQ as described in Section 3(c) of this Rate Schedule, Shipper shall pay Transporter a penalty of \$5.00 per Dth for all quantities injected in excess of 110 percent of its MDIQ.

(d) In any Month in which Shipper's total monthly injection quantities exceed 105 percent of the applicable MMIQ as described in Section 3 of this Rate Schedule, Shipper shall pay Transporter a penalty of \$5.00 per Dth for all quantities injected in excess of 105 percent of the applicable MMIQ.

(e) In any Month in which Shipper's net withdrawals from storage exceed the applicable limits set forth in Section 4 of this Rate Schedule, Shipper shall pay Transporter a penalty of \$5.00 per Dth for all quantities withdrawn in excess of such limits.

(f) If Shipper's injections into storage on any Day exceed its SCQ, Shipper shall pay Transporter a penalty of \$5.00 per Dth for all quantities injected in excess of its SCQ. If Shipper's withdrawals from storage on any Day result in its FSS account having a negative SCQ balance, Shipper shall pay Transporter a penalty of \$5.00 per Dth.

(g) On any Day in which Shipper's unauthorized withdrawals from storage exceed 103 percent of its applicable MDWQ, as described in Section 4(b) of this Rate Schedule, Shipper shall pay Transporter a penalty based on the higher of: (i) a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts Gas Daily price survey or (ii) a price per Dth equal to 150 percent of the highest midpoint posting for either: Mich Con City-gate, Transco, Zone 6 Non-N.Y., or Texas Eastern, M-2 Receipts as published in Platts Gas Daily price survey for all quantities withdrawn in excess of 103 percent of its MDWQ, provided Transporter shall reduce penalties under this provision to the extent Shipper may pay penalties under Service Agreements under other Rate Schedules for the same quantities. Section 7(g)(ii) penalties will only be assessed on days in which the daily spot price for gas exceeds three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia."

(h) If Shipper: –(i) violates an operational flow order issued by Transporter to withdraw quantities; (ii) fails to withdraw the minimum monthly withdrawal quantity as described in Section 4(c) of this Rate Schedule; or (iii) carries over quantities beyond June 30 in excess of 60%, or beyond August 31 excess of 85%, of a Shipper's SCQ limitation as set forth in Section 3(d) of this Rate Schedule; or (iv) carries over quantities beyond April 1 in excess of the 25%, or beyond February 1 in excess of 65%, of a Shipper's SCQ limitation as set forth in

Section 4(d) of this Rate Schedule, any such quantities automatically shall be forfeited by Shipper to Transporter, free and clear of all liens and encumbrances. Transporter shall post such forfeited quantities on its EBB as gas available for sale to the highest bidder within a 24 hour notice period. Such posting may provide as a condition of sale that such gas be withdrawn from storage within a period of time to be specified in the notice. Upon receipt of payment, Transporter shall treat the forfeited gas proceeds as Penalty Revenues as defined in Section 19.6 of the General Terms and Conditions.

(i) All penalties and charges assessed under this Section shall be assessed and paid in addition to all applicable storage rates and charges under this Rate Schedule, including any overrun charges.

(j) In the event Shipper seeks to avoid any penalty provided for in this Section on the ground that such charge was incurred because of a force majeure event as defined in Section 15 (Force Majeure) of the General Terms and Conditions, Shipper shall document such force majeure event to Transporter. Transporter shall waive penalties to the extent that it determines that the imbalance was caused by a bona fide force majeure event as defined in said Section 15.

(k) Transporter may waive its right to collect all or any portion of penalties assessed against Shipper or its right to retain all or any portion of Shipper's gas, provided that any such waiver is granted in a nondiscriminatory manner.

# 8. <u>GENERAL TERMS AND CONDITIONS</u>

All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof, with the exception of Sections 11, 19.1, 19.2, and 19.4, 33, 34, 36 through 41, 44 and 45.

### FSS-M RATE SCHEDULE FIRM STORAGE SERVICE WITH MARKET-BASED RATES

# 1. <u>AVAILABILITY</u>

Service under this Rate Schedule is available from Columbia Gas Transmission, LLC (Transporter) to any Shipper, provided that (i) Transporter has sufficient facilities and storage capacity available to inject, store, and withdraw gas for Shipper, (ii) Transporter has awarded capacity to Shipper under the provisions of Section 50 (Storage Service with Market-Based Rates) of the General Terms and Conditions (iii) Shipper has executed an FSS-M Service Agreement with Transporter, and (iv) Shipper complies with the provisions of this Rate Schedule and with all other applicable provisions of this Tariff.

#### 2. <u>APPLICABILITY AND CHARACTER OF SERVICE</u>

(a) Subject to the limitations set forth below, Transporter will inject and store quantities and withdraw thermally equivalent quantities, less storage gas loss, for Shipper. This service will be provided on a firm basis and will apply to all gas delivered to Transporter for Shipper and stored under this Rate Schedule, up to the Storage Contract Quantity (SCQ) set forth in Shipper's FSS-M Service Agreement. Shipper's Maximum Daily Storage Quantity (MDSQ) under this FSS-M Rate Schedule will be specified in Shipper's FSS-M Service Agreement.

(b) Service provided under this Rate Schedule will: (i) have the priority specified in Section 7 (Capacity Allocation) of the General Terms and Conditions, (ii) be subject to interruption to the extent provided in this Rate Schedule or in Section 16 (Interruptions of Service) of the General Terms and Conditions, and (iii) be subject to operational flow orders issued by Transporter to protect the integrity, including the performance capability, of its storage facilities, or otherwise to the extent provided in this Rate Schedule or in Section 17 (Operational Flow Orders) of the General Terms and Conditions.

(c) Subject to the limitations and requirements set forth in this Rate Schedule or in Shipper's FSS-M Service Agreement, Transporter will (i) inject quantities received by Transporter from or on behalf of Shipper and designated by Shipper for delivery to "FSS-M Storage", up to the SCQ set forth in Shipper's FSS-M Service Agreement plus sufficient quantities for Storage Gas Loss Retainage, (ii) deliver to Shipper thermally equivalent quantities of gas, less Storage Gas Loss Retainage, up to the SCQ set forth in Shipper's FSS-M Service Agreement, and (iii) inject or withdraw quantities to correct imbalances, as provided for in paragraph (c) immediately above. Transporter will not be obligated under this Rate Schedule on any Day to deliver to Shipper gas in excess of the quantities then held in storage for Shipper.

(d) Daily quantities nominated by Shipper for withdrawal from FSS-M storage under any of Shipper's transportation Service Agreements will be deemed to be withdrawals from Shipper's FSS-M account. (e) Service rights under an FSS-M Service Agreement may be released and assigned in accordance with Section 14 (Release and Assignment of Service Rights) of the General Terms and Conditions. Service to a replacement shipper under any release and assignment will be subject to the provisions set forth in this Rate Schedule and in the General Terms and Conditions. If a Shipper releases only a portion of its service rights under an FSS-M Service Agreement, that release will not change the existing ratio of the SCQ and the MDSQ for Shipper's remaining unreleased service.

(f) Transporter and Shipper may mutually agree on a not unduly discriminatory basis to (i) different termination dates for specified volumes of Storage Contract Quantity and Maximum Daily Storage Quantity within the same Service Agreement and/or (ii) combine multiple Service Agreements under this Rate Schedule into a single Service Agreement under this Rate Schedule with different termination dates for specified volumes of Storage Contract Quantity and Maximum Daily Storage Quantity. Transporter and Shipper may mutually agree to combine Service Agreements only if the individual Service Agreement's rates, terms, and conditions can be distinctly maintained and will not be altered by the combination. For each Service Agreement(s) executed in accordance with this Section 2(f), each of the varying termination dates and associated volumes of Storage Contract Quantity and Maximum Daily Storage Quantity will be set forth on a separate Appendix A to the Service Agreement applicable to service pursuant to this Rate Schedule. Each component with a different termination date for a specified volume of Storage Contract Quantity and Maximum Daily Storage Quantity within the same Service Agreement and reflected in a separate Appendix A will be regarded as a single Service Agreement for purposes of Shipper's exercise of any right of first refusal under the provisions of Section 4 of the General Terms and Conditions of Transporter's Tariff. If a constraint or other occurrence precludes combined nominations or allocations, Transporter may advise Shippers under combined Service Agreements that capacity must be nominated separately, and is subject to separate allocation, pursuant to the terms of each separate Appendix A of the Service Agreement. Each Appendix A of the combined Service Agreements will be identified by its original contract number or such other identification convention determined to be applicable by Transporter.

# 3. <u>INJECTIONS INTO STORAGE</u>

(a) Transporter will not be obligated on any Day to inject gas into storage for Shipper in excess of Shipper's Maximum Daily Injection Quantities (MDIQ), as described in this Section. A request by Shipper to make injections in excess of its MDIQ must be submitted to Transporter electronically through Transporter's EBB and be received by Transporter at least 24 hours in advance of the requested injections. If Shipper makes such a request, Transporter will grant the request if there is additional injection flexibility during the time period of the request in accordance with Section 7 (Capacity Allocation) of the General Terms and Conditions.

(b) Injections under this Rate Schedule will have the priority described in Section 7 (Capacity Allocation) of the General Terms and Conditions and will be subject to interruption to the extent provided in this Rate Schedule or in Section 16 (Interruptions of Service) of the

General Terms and Conditions. Except for reasons of force majeure, Shipper must notify Transporter electronically through Transporter's EBB at least 24 hours in advance of any change in the daily quantities of gas Shipper desires to deliver or cause to be delivered to Transporter for storage under this Rate Schedule. If a force majeure event causes a material change in the quantities of gas that will be delivered to Transporter for storage on Shipper's behalf under this Rate Schedule, Shipper must notify or cause Transporter to be notified as soon as possible after that force majeure event.

(c) Quantities to be stored hereunder may be delivered to Transporter throughout the year. The Maximum Monthly Injection Quantities (MMIQ) that may be injected during the Months will be limited to the following percentages of Shipper's SCQ:

April	15%	August	18%	December	10%
May	20%	September	13%	January	10%
June	20%	October	9%	February	10%
July	20%	November	5%	March	10%

Shipper's MDIQ will be 1/25th of the applicable limitation on Shipper's MMIQ, except during the Months of November and December when the MDIQ will be 1/30th of the applicable limitation on Shipper's MMIQ. A request by Shipper for permission to make injections in excess of its MMIQ must be submitted to Transporter electronically through Transporter's EBB at least 24 hours in advance. Transporter will grant any such request if: (i) there is additional injection flexibility during the time period of the request in accordance with Section 7 (Capacity Allocation) of the General Terms and Conditions; and (ii) Transporter, in its reasonable discretion, can operationally accommodate the request(s).

(d) A Shipper under this Rate Schedule may have no more than 60% of its SCQ in storage as of June 30, and no more than 85% of its SCQ in storage as of August 31. <u>Quantities in excess of 60% of Shipper's SCQ as of June 30, or 85% of Shipper's SCQ as of August 31, shall not be carried over beyond June 30 or August 31, as applicable.</u>

(e) Quantities nominated for delivery to Shipper's delivery points on any Day under all Service Agreements with Transporter held by Shipper and by other shippers delivering to Shipper, but not taken by Shipper on such Day, will be deemed to be injections into FSS-M Storage for Shipper under this Rate Schedule.

(f) Transporter may waive a Shipper's default of any of the limitations set forth in this Section that has already occurred. In addition, Transporter may waive a Shipper's default of these limitations in advance, provided that the waiver is required to address a specific, temporary, operational problem. Any waiver granted pursuant to this Section must be granted in a non-discriminatory manner on a case-by-case basis.

# 4. <u>WITHDRAWALS FROM STORAGE</u>

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At or before 11:00 a.m. Eastern Time on the Day before the Day on which (a) Shipper desires deliveries from Transporter under this Rate Schedule, or at such later time as Transporter may from time to time specify, Shipper will notify Transporter electronically through Transporter's EBB of the quantities to be withdrawn and delivered by Transporter to or for Shipper for transportation and the dates on which these withdrawals are requested. When Shipper's actual takes will not match total nominated withdrawal quantities, Shipper will notify Transporter electronically through Transporter's EBB in advance on the delivery Day by submitting revised nominations. Transporter will not be obligated on any Day to withdraw and deliver gas to Shipper in excess of Shipper's Maximum Daily Withdrawal Quantity (MDWQ), as described in this Section, plus sufficient quantities for Retainage under Shipper's transportation Service Agreement with Transporter. A request by Shipper for permission to make withdrawals in excess of its MDWQ must be submitted to Transporter electronically through Transporter's EBB at least 24 hours in advance. Transporter will grant these requests if there is additional withdrawal flexibility during the time period of the request, in accordance with Section 7 (Capacity Allocation) of the General Terms and Conditions.

(b) Transporter will deliver Shipper's SCQ throughout the year, subject to the limitations set forth herein. Shipper's MDWQ will be based upon and limited by Shipper's SCQ inventory remaining in storage determined in accordance with Transporter's best estimates as follows:

% of SCQ in Inventory	MDWQ as a % of MDSQ
100% to 30%	100%
less than 30% to 20%	80%
less than 20% to 10%	65%
less than 10% to 0%	50%

(c) The minimum and maximum monthly net withdrawal quantities for the Months November through March will be as follows:

<u>Month</u>	Minimum % of SCQ	Maximum % _of SCQ
November	No minimum	40%
December	No minimum	40%
January	No minimum	40%
February	10%	30%
March	10%	20%

Any request by Shipper for permission to make withdrawals in excess of its maximum monthly net withdrawal limit must be submitted to Transporter electronically through Transporter's EBB at least 24 hours in advance. Transporter will grant the request if: (i) there is additional withdrawal flexibility during the time period of the request, in accordance with Section 7 (Capacity Allocation) of the General Terms and Conditions; and (ii) Transporter, in its

reasonable discretion, can operationally accommodate the request(s). If Shipper exceeds the maximum monthly net withdrawal limit during any of the Months November through March, Shipper's maximum monthly net withdrawal quantity for the succeeding Month will be reduced by an amount equal to the excess quantities withdrawn during the excess withdrawal Month. Shipper's withdrawals during the Months April through October will not be subject to maximum or minimum withdrawal limits; provided, however, that Shipper's withdrawals during that period will be subject to the limitations of Shipper's SCQ levels.

(d) Shipper's maximum storage inventory on April 1 must not exceed 25% of its SCQ. Shipper's maximum storage inventory on February 1 must not exceed 65% of its SCQ. Quantities in excess of 25% of Shipper's SCQ on April 1, or 65% of Shipper's SCQ on February 1 will not be carried over beyond April 1 or February 1, as applicable.

(e) Quantities taken on any Day by Shipper under all Service Agreements with Transporter held by Shipper and by other shippers delivering to Shipper, but not nominated by Shipper on such Day, will be deemed to be withdrawals from FSS-M storage for Shipper under this Rate Schedule.

(f) Shipper may withdraw from storage, on an interruptible basis, quantities in excess of Shipper's MDWQ. These interruptible withdrawals will have the priority set forth in Section 7 (Capacity Allocation) of the General Terms and Conditions and will be subject to interruption as set forth in Section 16 (Interruptions of Service) of the General Terms and Conditions.

(g) Transporter may waive a Shipper's default of any of the limitations set forth in this Section that has already occurred. In addition, Transporter may waive a Shipper's default of these limitations in advance, provided that the waiver is required to address a specific, temporary, operational problem. Any waiver granted pursuant to this Section must be granted in a non-discriminatory manner on case-by-case basis.

# 5. <u>RECEIPT AND DELIVERY POINTS</u>

Service under this Rate Schedule will not be subject to the flexible receipt and delivery point provisions of Section 11 (Flexible Primary and Secondary Receipt and Delivery Points) of the General Terms and Conditions. The point of delivery for all gas tendered to Transporter for storage under this Rate Schedule will be designated in transportation Service Agreement(s) with Transporter as "FSS-M Storage." The point of receipt for all gas delivered by Transporter to Shipper hereunder will be designated in Shipper's Service Agreements with Transporter as "FSS-M Storage."

# 6. <u>RATE</u>

(a) The applicable rate for service under this Rate Schedule will be a negotiated market-based rate as provided in Shipper's FSS-M Service Agreement.

(b) From the quantities delivered into storage for Shipper, Transporter will retain the Storage Gas Loss Retainage Percentage of gas specified in Transporter's currently effective Tariff, unless otherwise negotiated by Transporter and Shipper, and specified in Shipper's FSS-M Service Agreement. That percentage will be subject to adjustment in accordance with Section 35 (Retainage Adjustment Mechanism) of the General Terms and Conditions. The Storage Gas Loss Retainage Percentage applicable to Rate Schedule FSS-M will be calculated separately in Transporter's annual Retainage Adjustment Mechanism filings.

(c) Shipper will remain responsible for all property or other taxes associated with the quantities held for Shipper in storage under this Rate Schedule. Transporter will periodically report to Shipper the quantities in storage, allocated by State, to enable Shipper to calculate and pay all taxes associated with those storage quantities. The Crawford and Weaver storage fields, which are subject to market-based rates, will be treated conjunctively and Shipper's storage gas will be deemed to be proportionally allocated to these storage fields based on total working gas in storage held in capacity subject to market-based rate rates.

(d) Transporter will be responsible for any loss, cost, or expense arising from any loss of Shipper's gas in Transporter's storage that results from Transporter's negligence or failure to exercise due diligence. Notwithstanding the provisions in Section 22 (Possession of Gas) of the General Terms and Conditions, Shipper will be responsible for obtaining its own insurance for any gas in storage, and will hold Transporter harmless from any loss, cost, or expense arising from any loss of storage gas that results from a force majeure event or that is not the result of Transporter's negligence or failure to exercise due diligence.

# 7. <u>PENALTIES</u>

(a) If Shipper fails to comply with an interruption order issued by Transporter pursuant to this Rate Schedule or Section 16 (Interruptions of Service) of the General Terms and Conditions and:

(1) Causes injections in excess of 103 percent of the lowered MDIQ set by Transporter's interruption order (Lowered Quantity), then Shipper will be assessed and pay penalties based on a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts Gas Daily price survey for all quantities tendered in excess of its Lowered Quantity; or

(2) Causes withdrawals in excess of 103 percent of the Lowered Quantity, Shipper will be assessed and pay penalties based on <u>the higher of: (i)</u> a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts <u>Gas Daily</u> price survey or (ii) a price per Dth equal to 150 percent of the highest midpoint posting for either: Mich Con City-gate, Transco, Zone 6 Non-N.Y., or Texas Eastern, M-2 Receipts as published in Platts Gas Daily price survey for all quantities taken in excess of its Lowered Quantity. <u>Section 7(a)(2)(ii)</u>

# penalties will only be assessed on days in which the daily spot price of gas exceeds three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia."

(b) If Shipper fails to comply with an operational flow order issued by Transporter pursuant to Section 17 (Operational Flow Orders) of the General Terms and Conditions, a penalty based on <u>the higher of: (i)</u> a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts <u>Gas Daily</u> price survey or (ii) a price per Dth equal to 150 percent of the highest midpoint posting for either: Mich Con City-gate, Transco, Zone 6 Non-N.Y., or Texas Eastern, M-2 Receipts as published in Platts Gas Daily price survey will be assessed to Shipper for all quantities in violation of that operational flow order. Section 7(b)(ii) penalties will only be assessed on days in which the daily spot price of gas exceeds three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia."

(c) On any Day that Shipper's injections into storage exceed 110 percent of its applicable MDIQ, as described in Section 3(c) of this Rate Schedule, Shipper will pay Transporter a penalty of \$5.00 per Dth for all quantities injected in excess of 110 percent of its MDIQ.

(d) In any Month in which Shipper's total monthly injection quantities exceed 105 percent of the applicable MMIQ as described in Section 3 of this Rate Schedule, Shipper will pay Transporter a penalty of \$5.00 per Dth for all quantities injected in excess of 105 percent of the applicable MMIQ.

(e) In any Month in which Shipper's net withdrawals from storage exceed the applicable limits set forth in Section 4 of this Rate Schedule, Shipper will pay Transporter a penalty of \$5.00 per Dth for all quantities withdrawn in excess of those limits.

(f) If Shipper's injections into storage on any Day exceed its SCQ, Shipper will pay Transporter a penalty of \$5.00 per Dth for all quantities injected in excess of its SCQ. If Shipper's withdrawals from storage on any Day result in its FSS-M account having a negative SCQ balance, Shipper will pay Transporter a penalty of \$5.00 per Dth.

(g) On any Day that Shipper's unauthorized withdrawals from storage exceed 103 percent of its applicable MDWQ, as described in Section 4(b) of this Rate Schedule, Shipper will pay Transporter a penalty based on the higher of: (i) a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts Gas Daily price survey or (ii) a price per Dth equal to 150 percent of the highest midpoint posting for either: Mich Con City-gate, Transco, Zone 6 Non-N.Y., or Texas Eastern, M-2 Receipts as published in Platts Gas Daily price survey for all quantities withdrawn in excess of 103 percent of its MDWQ; provided, however, that Transporter will reduce penalties under this provision if Shipper is required to pay penalties under Service Agreements under other Rate Schedules for the same quantities. Section 7(g)(ii) penalties will only be assessed on days in

# which the daily spot price of gas exceeds three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia."

(h) If Shipper: (i) violates an operational flow order issued by Transporter to withdraw quantities; (ii) fails to withdraw the minimum monthly withdrawal quantity as described in Section 4(c) of this Rate Schedule; or (iii) carries over quantities beyond June 30 in excess of 60%, or beyond August 31 in excess of 85%, of a Shipper's SCQ limitation as set forth in Section 3(d) of this Rate Schedule; or (iv) carries over quantities beyond April 1 in excess of the 25%, or beyond February 1 in excess of 65%, of a Shipper's SCQ limitation as set forth in Section 4(d) of this Rate Schedule; those quantities will automatically be forfeited by Shipper to Transporter, free and clear of all liens and encumbrances. Transporter will post these forfeited quantities on its EBB as gas available for sale to the highest bidder within a 24 hour notice period. This posting may provide as a condition of sale that the gas be withdrawn from storage within a specified period of time. Upon receipt of payment, Transporter will treat the forfeited gas proceeds as Penalty Revenues as defined in the General Terms and Conditions.

(i) All penalties and charges assessed under this Section will be assessed and paid in addition to all applicable storage rates and charges under this Rate Schedule, including any overrun charges.

(j) If Shipper seeks to avoid any penalty provided for in this Section on the ground that the charge was incurred because of a force majeure event as defined in Section 15 (Force Majeure) of the General Terms and Conditions, Shipper must document the force majeure event to Transporter. Transporter will waive penalties to if it determines that the imbalance was caused by a bona fide force majeure event.

(k) Transporter may waive its right to collect all or any portion of penalties assessed against Shipper or its right to retain all or any portion of Shipper's gas, provided that any such waiver is granted in a nondiscriminatory manner.

# 8. <u>GENERAL TERMS AND CONDITIONS</u>

All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof, with the exception of Sections 4, 11, 19.1, 19.2, and 19.4, 33, 34, 36 through 42, 44 and 45.

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### 4. AVAILABILITY OF CAPACITY FOR FIRM SERVICES

This Section governs the manner in which requests for firm services shall be accommodated by Transporter when capacity is or becomes available.

#### 4.1 <u>Right of First Refusal and Extension/Recontracting of Firm Service Agreements</u>

Transporter and any Shipper may mutually agree, on a not unduly discriminatory basis, to include in a service agreement, a contractual right of first refusal ("Contractual ROFR"). Unless Transporter and Shipper expressly agree otherwise in Shipper's service agreement, a right of first refusal ("ROFR") pursuant to Section 284.221 of the Commission's Regulations shall apply only to (1) firm service agreements with a term of twelve (12) or more consecutive months of service agreements at the applicable Recourse Rate for that service, or (2) firm multi-year seasonal service agreement that has a multi-year seasonal service agreement as used in this Section 4 is a firm service agreement that has a multi-year term but does not provide for twelve (12) consecutive months of service. A shipper holding a qualifying agreement may exercise a Regulatory or Contractual ROFR in accordance with, and subject to, the procedures and limitations set forth below. The following procedure shall govern extensions of qualifying agreements:

### (a) <u>Right of First Refusal Process</u>

Transporter shall notify Shipper in writing of the upcoming expiration or (1)termination of any firm service agreement with a term of twelve (12) or more consecutive months of service or any firm multi-year seasonal service agreement at the applicable Recourse Rate for that service (a "Long-Term Service Agreement"), and will provide such notice at least thirty (30) days before Shipper is obligated to notify Transporter of its intent to exercise its ROFR or other service continuation rights under the Long-Term Service Agreement. All notifications and procedures that apply to Long-Term Service Agreements will also be applied to contracts with a Contractual ROFR. For a Long-Term Service Agreement subject to a ROFR pursuant to Section 4.1, Transporter and Shipper may mutually agree to a renewal of the Long-Term Service Agreement, the exact terms of which are to be negotiated on a case-by-case basis in a not unduly discriminatory manner, provided that such mutual agreement is reached prior to Shipper's response deadline in accordance with this Section 4.1(a). If a Shipper elects to extend a Long-Term Service Agreement, or any portion of its contract quantity thereunder: (i) for a period of five (5) years and at the Recourse Rate, then Transporter shall accept Shipper's requested extension; or (ii) for less than a period of five (5) years or less than the Recourse Rate (or both), then Transporter, at its option and in a manner which is not unduly discriminatory, shall either accept Shipper's requested extension period or shall require Shipper to exercise its ROFR by making the capacity under such agreement available in accordance with the procedures set forth below. Where applicable, and in accordance with Section 47.2 below, any ROFR may (1) be limited to the term of Transporter's contract or service agreement with the offsystem capacity providers, or (2)

the amount of capacity subject to the ROFR may be reduced to reflect changes in Transporter's operational requirement.

(2) Shippers with Long-Term Service Agreements expiring prior to or on July 31, 2025 shall have the one-time right to provide Transporter with a six (6) month notice of intent to exercise the Shipper's ROFR. Shippers with Long Term Service Agreements expiring after July 31, 2025 shall provide Transporter with an eleven (11) month notice of intent to exercise the Shipper's ROFR. Upon Shipper providing Transporter with an eleven (11) month notice of intent to exercise its ROFR, Transporter shall in a reasonable amount of time post such capacity with minimum acceptable terms on the EBB (a "ROFR Open Season"). Transporter shall begin accepting bids in a ROFR Open Season from any prospective Shipper, for all or a portion (volume but not geographic portion) of the service rights under the existing Shipper's Long-Term Service Agreement, at least five (5) months prior to the termination of such service agreement.

(3) If Transporter receives an offer that meets the minimum acceptable terms for all or a portion (volume but not geographic portion) of the service rights under Shipper's Long-Term Service Agreement, Transporter, within two (2) business days after the last day for receiving offers, shall notify Shipper electronically of the offer having the greatest economic value to Transporter. For purposes of comparing the respective values of offers under this section, Transporter shall evaluate all bids in accordance with the criteria set forth at Section 4.4 below. If Shipper elects to match the offer, Shipper shall electronically notify Transporter of such election within fifteen (15) calendar days after receiving Transporter's notice and shall execute a new service agreement matching the offer prior to the termination of the existing Long-Term Service Agreement. The highest rate that Shipper must match to continue such service is the Recourse Rate or the offer that meets the minimum acceptable terms. If Shipper does not elect to match the offer within fifteen (15) calendar days after receiving Transporter's notice, Shipper's ROFR will immediately terminate. If a Long-Term Service Agreement is not continued by its own terms or by reason of the Shipper's exercise of its ROFR, such Long-Term Service Agreement shall be subject to pregranted abandonment unless otherwise specified in the Long-Term Service Agreement and shall terminate and Transporter shall have no further obligation to Shipper.

(4) If no acceptable offers meeting Transporter's minimum terms are received, Transporter will notify Shipper within two (2) business days after the close of the ROFR Open Season. Shipper may, thereafter, consistent with the terms of this Tariff, continue to receive all or a portion (volume but not geographic portion) of its service for such term and rate agreed to by Transporter and Shipper for a term to be specified by Shipper (in no instance shall Transporter be obligated to accept a rate lower than Recourse Rate). If Shipper elects to continue to receive service under its existing Long-Term Service Agreement, Shipper shall execute an amendment prior to the termination of the existing Long-Term Service Continued, if it is continued under a Long-

Term Service Agreement. If Shipper does not continue all or a portion (volume but not geographic portion) of its service within fifteen (15) calendar days following Transporter's two day notification period or such other period as may be mutually agreed to between Transporter and Shipper on a not unduly discriminatory basis, Shipper's ROFR will immediately terminate.

(5) If no acceptable offers satisfying Transporter's stated minimum terms are received and no new Long-Term Service Agreement has been reached between Transporter and the Shipper holding the capacity under the expiring service agreement, Transporter shall post such capacity as unsubscribed capacity. Transporter will accept Recourse Rate bids, and in no instance shall Transporter be obligated to accept a rate lower than the Recourse Rate, for posted unsubscribed capacity on a first-come, first-served basis pursuant to Section 4.3 timeline. If Transporter receives an acceptable bid electronically for such unsubscribed capacity that meets its stated minimum conditions but is at less than the Recourse Rate, Transporter will post that bid on its EBB in accordance with posting periods in Section 4.3 below. A competing bidder may obtain the capacity by submitting during the posting period the highest value bid (a bid that exceeds the value of the initial posted bid) and all other bids.

(6) A Shipper with a firm service agreement having multiple primary receipt and delivery points subject to a ROFR may exercise its ROFR with respect to the service agreement's Transportation Demand at only certain primary receipt and delivery point combinations in such service agreement, subject to satisfaction of Transporter's operational considerations based on pipeline's configuration and design. General Terms and Conditions Section 12 addresses the adjustment to maximum daily delivery obligations (MDDOs) when a Shipper reduces its service agreement's Transportation Demand through the exercise of a ROFR.

(7) A ROFR shall be deemed to be assigned where a Shipper holding such a right permanently releases and assigns all or a portion (volume but not geographic portion) of the capacity under that service agreement, regardless of the duration of that permanent release. Moreover, a Shipper releasing and assigning all or a portion (volume but not geographic portion) of the capacity may structure the release so as to transfer the ROFR for the duration of the release, even if that release and assignment is subject to a recall by Shipper that would terminate that release and assignment.

#### (b) Extension/Recontracting of Firm Service Agreements

(1) Prior to the expiration of the term of any service agreement(s), Transporter and Shipper may mutually agree to renegotiate the terms of such agreement(s) in exchange for Shipper's agreement to extend the use of at least part of its existing service under such restructured service agreement(s). Such restructured service agreement(s) shall be negotiated on a case-by-case basis in a not unduly discriminatory manner. If the service agreement is a Long-Term Service Agreement, Transporter and Shipper must reach the agreement to extend prior to initiation of the ROFR procedure, which is the date the capacity must be posted for ROFR Open Season.

(2) Transporter and Shipper may mutually agree to the early termination of one or more service agreements in exchange for Shipper making use of either some portion of its underlying capacity or generally available unsubscribed capacity under terms that are mutually agreeable. Any such use of the underlying capacity must be based upon Transporter's currently applicable pro forma service agreement. To the extent that Transporter and Shipper have mutually agreed to such an arrangement, Shipper need not participate in an open season for any recontracted underlying capacity nor must the recontracted underlying capacity be posted on Transporter's EBB as unsubscribed, available capacity.

## 4.2 <u>New Pipeline Capacity</u>

(a) <u>Expansion Open Season</u>. Transporter shall post an open season for any planned expansion and/or extension of Transporter's pipeline system. The open season package shall include a description of the project, a map, and shall specify, as applicable, the anticipated quantity (Dth), receipt points, delivery points, bid evaluation method, term, and bid terms.

Capacity Reservation. Transporter may elect to reserve for future expansion (b) projects any unsubscribed capacity or capacity under expiring or terminating service agreements where such agreements do not have a ROFR or shipper does not exercise its ROFR ("Available Reservation Capacity"). If Transporter elects to reserve Available Reservation Capacity, it will notify shippers of its intent as part of Transporter's posting of the Available Reservation Capacity. Available Reservation Capacity may be reserved for up to one year prior to the Transporter filing for Natural Gas Act Section 7(c) certificate approval or prior notice authorization pursuant to Transporter's blanket construction certificate for construction of the proposed expansion and thereafter until such expansion is placed into service. Transporter may only reserve Available Reservation Capacity for a future expansion project for which an open season has been held or will be held within one (1) year of the date that Transporter posts such Available Reservation Capacity as being reserved. Any Available Reservation Capacity reserved under this Section shall be made available for transportation or storage service pursuant to Transporter's General Terms and Conditions on a limited-term basis up to the in-service date of the expansion project(s). Transporter reserves the right to limit any extension rights provided in the service agreements and pursuant to Section 4.1 of the General Terms and Conditions governing ROFR commensurate with the proposed in-service date of the expansion project.

Prior to reserving Available Reservation Capacity for future expansion projects, Transporter shall first make such capacity generally available to any Shipper or potential Shipper by posting such Available Reservation Capacity for bidding through an open season for a time period of at least five (5) business days. This Available Reservation Capacity open season posting shall contain the following information with respect to the capacity: (i) the daily and other applicable quantity of service available from each receipt point to each market area; (ii) the Recourse Rate as set forth in this Tariff; (iii) any applicable restrictions; (iv) whether the capacity is subject to an existing ROFR; (v) any minimum price or other terms applicable to the capacity; and (vi) the date when bids are due to Transporter. The open season posting shall also conform to the bidding and capacity award procedures of General Terms and Conditions Section 4.4. When the Available Reservation Capacity open season is held prior to the expansion project open season, Transporter shall have the right to state in the Available Reservation Capacity open season posting minimum terms and conditions for bids that would be acceptable for consideration that are the same as the minimum terms and conditions anticipated for the future expansion project open season. In the event that the subsequent expansion project open season imposes minimum terms and conditions that are materially different from the terms and conditions imposed in the preceding Available Reservation Capacity open season, Transporter shall hold another open season for the Available Reservation Capacity that uses the same minimum terms and conditions as were imposed for the expansion project open season. If the expansion project open season is held prior to or during the Available Reservation Capacity open season, Transporter shall use the same minimum terms and conditions as used for the expansion project open season.

Any Available Reservation Capacity reserved pursuant to this section for an expansion project that does not go forward because Transporter does not file any required application with the Commission within one (1) year from such reservation date, or because Transporter ultimately does not receive authorization, shall be posted as unsubscribed capacity within thirty (30) days of the date the capacity becomes available subject to then existing commitments for the capacity.

Transporter's postings for Available Reservation Capacity shall include the following information: (i) a description of the expansion project for which the capacity will be reserved; (ii) the total quantity of capacity to be reserved; (iii) the location of the proposed reserved capacity on the pipeline system; (iv) whether, and if so, when Transporter anticipates that an open season for the capacity will be held or it will otherwise be posted for bids under the expansion; (v) the projected in-service date of the expansion projects; and (vi) on a rolling basis, how much of the reserved capacity has been sold on a limited-term basis. Transporter shall make reasonable efforts to update the reservation posting to reflect material changes in the expansion project up to the in-service date of the expansion project. The reservation posting shall also include a non-binding solicitation (or reverse open-season) for turnback capacity from Transporter's existing shippers to serve the expansion project, provided that Transporter shall post the non-binding solicitation for turnback capacity no later than ninety (90) days after the close of the expansion project open season.

## 4.3 <u>Posting Procedures for Existing Firm Capacity</u>

Capacity that becomes available shall be posted as unsubscribed capacity on Transporter's EBB.

(a) If, after capacity has been posted on the EBB, Transporter receives a request for service pursuant to Section 3 (Request for Service) of the General Terms and Conditions, Transporter on a not unduly discriminatory basis shall award the capacity to the Shipper who submitted the valid request within the timelines set forth in Section 4.3(b) and at the applicable Recourse rate. Alternatively, Transporter may post capacity, which is available as unsubscribed capacity on Transporter's EBB, in an open season pursuant to the open season procedures set forth in Section 4.3 and Section 4.4 if such capacity is not subject to a valid request for service pursuant to Section 3. If Transporter receives an otherwise valid Request for Service for capacity that has not been posted on the EBB as available unsubscribed capacity, before Transporter can award that capacity to the Shipper who submitted the request, Transporter shall post that capacity in an open season procedures set forth in Section 4.3 and Section 4.4, including but not limited to a Prearranged Open Season procedure under Section 4.4(c).

(b) Unless otherwise agreed to by Transporter, a Shipper can request available capacity for a future start date only within the following periods:

(i) For service for one (1) year or longer, the requested service must commence no later than six (6) months from the date the request is granted;

(ii) For service for greater than ninety two (92) days but less than one year, the requested service must commence no later than thirty (30) days from the date the request is granted; and

(iii) For service for ninety two (92) days or less, the request must be for service starting no later than five (5) days from the date the request is granted.

Any open season that will allow a variation from these defined periods will define the variation in the posting. In addition, unless otherwise agreed to by Transporter, all awards of capacity must be for continuous service for the entire term of the service and at the Recourse Rate. If Transporter agrees to consider varying from the period above by conducting an open season then Transporter is still free to reject bids meeting the previous minimum terms if the request is for less than the period defined in the open season posting. Any deviations from these time periods or minimum terms shall only be done in a not unduly discriminatory manner consistent with Commission regulations.

(c) For capacity posted under an open season, the open season shall be posted for at least the following periods:

(i) Five (5) business days for firm capacity that will be available for a term of twelve (12) months or longer;

(ii) three (3) business days for firm capacity that will be available for a term of at least five (5) but less than twelve (12) months;

(iii) one (1) business day for firm capacity that will be available for a term of less than five (5) months but greater than thirty one (31) days; and

(iv) four hours for firm capacity that will be available for a term of 31 days or less.

(d) All of Transporter's open season postings under (c) above shall include the following information regarding the available capacity: (i) the daily and other applicable quantity of service available at applicable locations; (ii) the Recourse Rate as set forth in this Tariff; (iii) any applicable restrictions; (iv) whether the capacity is subject to an existing ROFR; (v) any minimum price or other terms applicable to the capacity; (vi) the location of available capacity; and (vii) the date when bids are due to Transporter.

### 4.4 Open Season Bidding Process for Existing Firm Capacity

(a) <u>Bidding Process</u>. A potential Shipper may submit multiple bids, each higher than its preceding bid, for all or any portion of the capacity or term of service made available by Transporter. Such bids shall be submitted electronically unless otherwise indicated in the posting. Bidder shall specify the monthly reservation charge (or other firm or demand charge(s), if applicable, herein referred to collectively as Reservation Charge) it is bidding for the service. The price bid for the monthly reservation charge shall be expressed per Dth and shall be expressed to the nearest thousandth of one dollar (\$0.000). In addition to the bid price, bidder shall pay all applicable commodity charges, demand and commodity surcharges and any other applicable charges, including the <u>Capital Cost Recovery Mechanism ("CCRM"</u>) as applicable, as they may be adjusted from time to time by Transporter. Transporter shall have the right to reject any bids that: (i) are for a rate that is less than the minimum rate stated in Transporter's posting of that capacity; (ii) do not satisfy any of the other terms specified in the posting; or (iii) include conditions or provisions that Transporter determines, in its reasonable discretion, to be unacceptable.

#### (b) <u>Assessing Bids</u>.

(1) <u>General Criteria</u>.

a. Transporter shall evaluate bids upon their net present value ("NPV") taking into account the price, term, and any other criteria specified in the open season. All bids provided during any open seasons held pursuant to this Section 4.4 shall be electronically transmitted to Transporter unless otherwise indicated in the posting. Transporter shall award capacity for such bids to shippers whose bids, based upon Transporter's determination, have the highest NPV.

(i) The NPV is the discounted cash flow of incremental revenues to Transporter produced, lost or affected by the request for service (e.g. through the Capacity Reduction Option) and may be based upon such factors as the term, quantity, date on which the requested service is requested to commence, the cost of facilities required by Transporter to provide the service, and other factors determined to be relevant by Transporter. All determinative factors will be defined in the open season. The NPV shall also include only revenues generated by the reservation rate, or other form of revenue guarantee, as proposed by bidder(s).

(ii) For purposes of its NPV evaluation and as defined in the open season, Transporter may consider the aggregate NPVs of two or more bids for minimum bid packages, provided that if the combined quantity of capacity under those packages exceed the maximum capacity available for subscription then these bids will only be considered if the bidders have agreed to accept a prorated award of capacity. For bidders proposing a reservation rate or other form of revenue guarantee which exceeds the Recourse Rate during all or any portion of the term proposed by the bidder, the NPV calculated for the bid may not exceed an NPV that is calculated assuming that the Recourse Rate shall be in effect during the full term proposed by the bidder, in place of the reservation rate(s) or other revenue guarantee(s) proposed by the bidder.

Capacity Reduction Option. Transporter may grant, on a not unduly (2)discriminatory basis a capacity reduction option. For bidders submitting bids in an open season, which include options to terminate the service agreement early and/or to reduce the capacity held thereunder for some portion of the term including multiple periods within the term in a manner which would reduce the reservation charges applicable to the service agreement ("Capacity Reduction Option"), Transporter, in its determination of the NPV of such a bid, will only consider the minimum incremental revenue guaranteed under the service agreement as if the option is exercised, including any consideration that the bidder proposes in exchange for the exercise of its Capacity Reduction Option. Unless a shorter notice period is specified in the open season posting, a Capacity Reduction Option will be under the requirement that Transporter must be provided notice no less than thirty days prior to its exercise for contracts of one year or less and no less than one year prior to its exercise for contracts greater than one year. Transporter will list in its open season posting acceptable terms for any Capacity Reduction Option. Notwithstanding any Capacity Reduction Option, a Long-Term Service Agreement will be eligible for extension rights pursuant to Section 4.1 if the service agreement remains a Long-Term Service Agreement throughout the term (or extended term) containing the Capacity Reduction Option unless the Capacity Reduction Option can be exercised during the first year of the Long-Term Service Agreement's term (or extended term). Transporter shall use the current Commission-approved interest rate in calculating the NPV of bids.

Capacity shall be awarded based on the acceptable highest NPV of the bids offered to Transporter calculated in accordance with this section.

Prearranged Open Season. Transporter may, on a not unduly discriminatory (c) basis, enter into a prearranged service agreement with a Shipper for any capacity that is or becomes available ("Prearranged Agreement"). Transporter will post any Prearranged Agreement on its EBB for bidding prior to finalizing any award of capacity ("Prearranged Open Season"). Prearranged Agreements will be deemed binding on Shippers. The NPV of any bids in a Prearranged Open Season will be determined in accordance with Section 4.4(b). If Transporter receives a bid that exceeds the NPV of the Prearranged Agreement, Transporter will notify the Shipper with the Prearranged Agreement within one (1) hour after the close of the open season. The Shipper under the Prearranged Agreement must notify Transporter within one (1) business day of its election to either match the bid with the highest NPV or terminate the Prearranged Agreement. The highest rate that Shipper under the Prearranged Agreement must match to receive service under the Prearranged Agreement is the Recourse Rate. If the prearranged Shipper elects to match the bid, all of the capacity will be awarded to the prearranged Shipper. If prearranged Shipper elects not to match a higher competing bid, the capacity will be awarded to the Shipper with the highest bid in the open season and Transporter will have no further obligations under the Prearranged Agreement. In accordance with Section 4.4(f), all bids in a Prearranged Open Season are binding and a Shipper with an unmatched higher bid must execute a service agreement consistent with the terms of its bid within three (3) business days of receiving notice of its award of capacity under this provision.

(d) <u>Future Sales Open Season</u>. Transporter may conduct an open season to sell the following types of capacity with service commencement date that begins immediately or at any time in the future: (i) any unsubscribed capacity; (ii) any capacity under expiring or terminating service agreements where such agreements do not have a ROFR or shipper does not exercise its ROFR; or (iii) any capacity that becomes available due to modification, construction, or acquisition of facilities in accordance with the Commission's blanket certificate regulations (collectively "Available Sale Capacity").

If Transporter sells Available Sale Capacity in a Prearranged Open Season pursuant to Section 4.4(c) with a future service commencement date the posting provisions of the General Terms and Conditions Section 4.3 will apply to the sale of capacity on an interim basis. Where the requested service commencement date extends more than one year into the future and the interim capacity would otherwise be eligible for a ROFR right under Section 4.1(a), Transporter will limit the ROFR rights associated with that interim capacity commensurate with the future service commencement date. If ROFR rights are limited by operation of this section, the transportation service agreement will note the limitation. Transporter will indicate in any open season posting of the interim capacity any limitations on ROFR rights or extension rights that will apply to such limited-term transportation service.

(e) <u>Awarding Capacity</u>. Transporter shall award capacity to the bidder submitting the highest value bid or if two or more bidders submit equal acceptable highest value bids then Transporter shall determine the successful bidder based on the order in which the bids are received unless otherwise stated by Transporter in the open season notice. Transporter shall post the winning bid and the associated bid calculation to the EBB. Bids received electronically will be deemed received at the time noted on Transporter's server.

Binding Nature of Bids. All bids are binding; provided, however, that a bidder (f) may decline to accept a pro rata allocation of capacity resulting in an award of less than the full capacity requested if such Shipper notifies Transporter of that decision electronically within one hour of Transporter's notice to that Shipper of the pro rata allocation. Otherwise, and notwithstanding the deadlines within section 4.4(c), if a successful bidder fails to execute a service agreement before the start date of the contract or within fifteen (15) calendar days after such service agreement is tendered by Transporter (whichever is earlier), Transporter may elect to offer the capacity to the next acceptable bidder. If Transporter finds no other bid acceptable, the capacity shall be posted to unsubscribed board or made available for a new round of bids through an open season. Additionally, a Shipper failing to return such service agreement shall be prohibited from bidding for six months (or less than six (6) months if agreed to in writing by the Transporter), and Shipper shall remain liable for the capacity requested in the bid based upon the rates, terms and other conditions. Nothing herein shall restrict Transporter from pursuing any other remedies it may have against a Shipper failing to execute and return a service agreement tendered by Transporter. All bids submitted for capacity pursuant to this section must be bona fide offers and must be submitted electronically.

(g) <u>Adjustment to Bid Rate</u>. When the rate bid by a bidder is at least for the Recourse Rate, that bid rate shall be subject to adjustment in accordance with the procedures of this Tariff and of the Commission, unless otherwise clearly stated in the service agreement. When the rate bid by a bidder is lower than the Recourse Rate, that bid rate shall be subject to adjustment in accordance with the procedures of this Tariff and of the Commission by an amount proportionate to the increase or decrease in the Recourse Rate, unless otherwise clearly stated in the service agreement.

(h) <u>Relation to Section 11 of the General Terms and Conditions</u>. With regard to newly available capacity subject to bidding under the terms of this Section, acceptable bids under this Section that satisfy Transporter's stated minimum terms and conditions shall have priority over any potential claims for that capacity under the flexible receipt and delivery point authority described at Section 11 (Flexible Primary and Secondary Receipt and Delivery Points) of the General Terms and Conditions.

## 4.5 <u>Early Termination of Service Agreements or Reduction of Capacity Commitment</u>

Transporter may, in a not unduly discriminatory manner, agree with Shipper to terminate its service agreement or allow a reduction of Shipper's capacity commitment prior to its

expiration date. The situations in which Transporter may agree to terminate such a service agreement or reduce Shipper's capacity commitment include, without limitation, the following:

(a) where Shipper responds to a solicitation for capacity release offers in a reverse open season for capacity requiring the construction of new facilities and the conditions set forth in the solicitation have been satisfied;

(b) the exercise of a Capacity Reduction Option;

(c) where Shipper agrees to pay an exit fee that is sufficient, taking into account the remaining term of the service agreement and the value and liquidity of the capacity subscribed under the service agreement being terminated or reduced, to make the termination or reduction financially beneficial to Transporter, in Transporter's reasonable judgment. Transporter may waive the exit fee where Shipper's service agreement provides for a discounted or negotiated rate and Transporter concludes that the capacity subscribed thereunder would be sold at a higher rate for the full remaining term of the service agreement, or where other arrangements produce a financial benefit to Transporter.

An agreement to terminate a service agreement hereunder shall not constitute a material deviation from the applicable form of service agreement.

## 9. <u>OPERATING CONDITIONS</u>

9.1 <u>In General</u>. The general operating conditions set forth in this Section supplement the terms and conditions set forth in the individual Rate Schedules and elsewhere in the General Terms and Conditions.

9.2 <u>Uniform Rates and Quantities</u>. Shipper shall: (i) tender gas or arrange to have gas tendered on its behalf in quantities that conform to its Scheduled Daily Receipt Quantity and that flow at uniform hourly rates throughout the Day; and (ii) take gas or cause gas to be taken on its behalf in quantities that conform to its Scheduled Daily Delivery Quantity and that flow in accordance with Section 12 (Maximum Daily Delivery Obligation at Delivery Points and Maximum Daily Quantity at Receipt Points) of the General Terms and Conditions, unless deviations from those receipt and delivery quantities are necessary for balancing purposes and are undertaken by Shipper at Transporter's request or following notice to, and approval by, Transporter in accordance with the applicable provisions of the General Terms and Conditions. If Shipper violates (i) the applicable flow requirements or (ii) the requirements set forth at Section 12, Transporter may install or require the installation of a flow control device to ensure compliance with such requirements.

Hourly Flow. Transporter shall have the right but not the obligation to mutually agree 9.3 with any Shipper to an hourly flow rate other than a uniform hourly rate for a stated period at any receipt and/or delivery point(s) identified in the applicable sService Agreement, and where necessary upon specified conditions to ensure that such agreements do not have any adverse effect on Transporter's system. Transporter will not enter into hourly flow obligations or conditions that will adversely affect Transporter's ability to meet its firm service obligations to an existing Shipper. In addition, Transporter will not unilaterally impose new contractual hourly flow rate conditions when an existing Shipper exercises its right of first refusal in accord with Section 4 of the General Terms and Conditions; provided, however, if a Shipper with a Service Agreement containing an hourly flow rate stated as a numerical Dth per hour amount and exercising its right of first refusal does not retain one-hundred percent (100%) of its Transportation Demand in its new Service Agreement, there will be a proportionate reduction in the numerical Dth per hour hourly flow rate amount in that Shipper's new Service Agreement. In the event that Transporter and Shipper mutually agree to such an hourly flow rate for a stated period, the hourly flow rate and any conditions will be specified in the applicable pro forma service agreement in the blank space provided. If Transporter and a Shipper are unable to mutually agree upon a hourly flow rate, Transporter will, upon request from that Shipper, provide a written explanation concerning the operational reasons for the denial.

9.4 <u>Third Party Arrangements</u>. Shipper shall be responsible for making all necessary arrangements with third parties (i) at or upstream of the point(s) of receipt at which Shipper tenders gas to Transporter for transportation or storage services, and (ii) at or downstream of points of delivery at which Transporter delivers gas for the account of Shipper. Shipper shall be responsible for (i) insuring that any such arrangements are consistent with the terms and conditions of the applicable Rate Schedule under which it seeks to have Transporter transport or

store the gas or utilize Transporter's storage facilities, and (ii) requiring such third parties to confirm all of Shipper's nominations with Transporter in a form and manner approved by Transporter. Such third-party arrangements shall be coordinated with Transporter.

9.5 <u>Service Obligation</u>. Transporter shall not be required to perform service under any of its Rate Schedules if any of the facilities necessary to render the requested service do not exist or are not available including periods during which facilities are being maintained or repaired, in which case, interruptions of service shall be made consistent with Section 16 (Interruptions of Service) of the General Terms and Conditions. Notwithstanding any other provision in this Tariff, Transporter shall not be required to pay for or to construct or install facilities of any kind, including, but not limited to meters and measuring stations; provided, however, that Shipper may request construction of facilities under the provisions of Section 27 (Construction of Facilities) of the General Terms and Conditions.

### 9.6 <u>Creditworthiness of Shipper</u>.

(a) Subject to the provisions of paragraphs (b) and (c) below, Transporter shall not be required to provide or to continue to provide service on behalf of any Shipper that fails, in Transporter's reasonable judgment, to demonstrate minimal creditworthiness for all or any part of the service requested, based upon Transporter's consideration of available credit data concerning Shipper and Shipper's past payment history, financial statements, and credit reports.

(b) Criteria for Creditworthiness Determination

(1) Acceptance of a Shipper's request for service and the continuance of service are contingent upon the Shipper satisfying, on an on-going basis, a credit appraisal by Transporter.

(2) Transporter shall apply consistent evaluation practices to all similarly situated Shippers to determine the Shipper's financial ability to satisfy the payment obligations due to Transporter over the term of the requested Service Agreement(s).

(3) A Shipper will establish creditworthiness if:

(i) its unenhanced senior unsecured debt securities are rated at least BBB- by S&P Global Market Intelligence LLC or its successor ("S&P") or Baa3 by Moody's Investors Service, Inc. or its successor ("Moody's"); provided however, that in the event a split rating occurs between rating agencies, Transporter will rely upon the lower of the ratings. Nothing herein shall limit Transporter's ability to evaluate any factors set forth in Section 9.6 (4) (i) – (vii) below where Shipper's creditworthiness is established by a rating agency if such factor(s) would alter Transporter's evaluation of Shipper. If Shipper has multiple Service Agreements with Transporter, then the total of potential fees and charges

of all such Service Agreements shall be considered in determining creditworthiness.

Transporter reserves the right to determine in its reasonable discretion, that a Shipper who requests new service is not creditworthy to receive that service on the basis that Shipper has outstanding payments due on invoices rendered by Transporter on current or past Service Agreements and Shipper has defaulted on those payments per the terms of the General Terms and Conditions; provided, however, this provision shall not affect amounts disputed by Shipper in good faith.

(4) If Shipper does not meet the creditworthiness standard described in part 3(i) above, then Shipper may have the Transporter evaluate its creditworthiness based upon the level of Shipper's current and requested service(s) with Transporter relative to Shipper's current and future ability to meet its obligations. Such creditworthiness evaluation shall be based upon any or all of the following requested information in (i) through (vii) below:

(i) S&P, Moody's and other credit reporting agencies opinions watch alerts, outlooks, and rating actions will be considered in determining creditworthiness.

(ii) Consistent financial statement analysis will be applied by Transporter to determine the acceptability of Shipper's current and future financial strength. Shipper's balance sheets, income statements, cash flow statements, and auditor's notes will be analyzed along with key ratios and trends regarding liquidity, asset management, debt management, debt coverage, capital structure, operational efficiency, and profitability.

(iii) The nature of Shipper's business and the effect on that business of economic conditions, including Shipper's ability to recover the cost of Transporter's service through filings with regulatory agencies or otherwise to pass on such costs to its customers.

(iv) Shipper is not operating under any chapter of the United States Bankruptcy Code and is not subject to liquidation or debt reduction procedures under state laws and no petition for involuntary bankruptcy against Shipper is pending. Transporter may give consideration for a Shipper who is a debtor-inpossession operating under Chapter 11 of the United States Bankruptcy Code if Transporter is adequately assured that the service billing will be paid promptly as a cost of administration under the federal court's jurisdiction, based on a court order in effect, and if the Shipper is continuing and continues in the future to make payment. (v) Whether Shipper is subject to any lawsuits or outstanding judgments which could materially impact its ability to remain solvent.

(vi) Whether Shipper has or has had any delinquent balances outstanding for services provided previously by Transporter and whether Shipper is paying or has paid its account balances according to the terms established in its Service Agreement(s) (excluding amounts as to which there is a good faith dispute).

(vii) Any other information including any information provided by Shipper, that Transporter deems relevant to Shipper's current and future financial strength and Shipper's ability to make full payment over the term of its Service Agreement(s).

(c) Failure to Establish or Maintain Creditworthiness

(1) If Shipper fails to establish or maintain creditworthiness as described in Section 9.6 (b), Shipper has the option of receiving or continuing service under this Tariff by providing and maintaining one of the following financial assurances in accordance with the requirements as set forth below:

- (i) Guarantee: Shipper may provide a guarantee of financial performance in a form satisfactory to Transporter and for the term of the Service Agreement(s) from a person or entity which meets the creditworthiness standard outlined in Section 9.6 (b) (guarantor).
- (ii) Cash Security Deposit: Shipper may provide a cash security deposit for service. Transporter shall accrue simple interest on cash security deposits at the Federal Funds Rate. Upon Shipper's request, provided Shipper is not in default under any obligation to Transporter, Transporter will remit the balance of the interest to Shipper within thirty (30) days, provided, however that Transporter shall not be required to remit interest to Shipper more often than every thirty (30) days.
- (iii) Letter of Credit: Shipper may post an irrevocable standby letter of credit in a form acceptable to Transporter and issued by a bank or financial institution deemed acceptable by Transporter.
- (iv) Any other financial assurance mutually agreed upon by Transporter and Shipper. Such other financial assurance shall be accepted on a nondiscriminatory basis and may include, as related to interruptible service, a prepayment equal to an amount defined

by Transporter. Such defined prepayment will remain in place until Shipper exhausts its prepaid balance by utilizing interruptible transportation service. At the point Shipper's prepayment is exhausted, Transporter may suspend further interruptible service. Shipper will not earn interest on defined balance prepayments, as further discussed in Section 10.8.

(2) Transporter may deny subsequent requests to substitute financial assurances on a not unduly discriminatory basis and will provide Shipper with a written explanation of any denial of a request to substitute financial assurances.

Within five (5) Business Days of Transporter's notification to Shipper that Shipper has returned to creditworthiness in accordance with Section 9.6 (b) herein, Transporter will return Shipper's financial assurance held by Transporter along with any applicable interest and interest calculation reconciliations.

Upon performance in full of all Shipper's obligations under its Service Agreement(s), Transporter will return Shipper's financial assurance associated with undisputed invoice amounts within five (5) Business Days of Shipper performing all obligations in full. Any remaining financial assurance will be returned after resolving any and all disputed invoice amounts under the expired Service Agreement(s). In either case, Transporter will pay applicable interest and provide Shipper final billing reconciliations detailing interest calculations.

Service	Column A:	Column B:
	Guarantee Requirement	Cash Security or Letter
		of Credit Amount
Firm Service	Shipper's contractual	Up to the value of
	obligation under its firm	three (3) months
	Service Agreement(s) with	Reservation Charges
	Transporter	
Interruptible/Volumetric	Shipper's highest monthly	Same under Column A
Service	bill for interruptible and	
	volumetric based service	
	over the previous rolling	
	twelve (12) months	
	multiplied by three (3).	
	Initial requirement based	
	upon Shipper's anticipated	
	usage for three (3) month	
	period as determined by	

(3) Financial Assurance Requirement Table

	Shipper and Transporter.	
Park and Loan	The lesser of the transaction term or three (3) months value based on the transaction quantities multiplied by the rate for such transaction, plus the value of loaned gas in accordance with Section 9.6 (d).	Same under Column A
Imbalance Gas	In accordance with Section 9.6 (d)	Same under Column A

Unless otherwise agreed, the financial assurance must at all times maintain a value specified above equal to the highest estimated charges during the term of the Service Agreement(s). Financial assurances are held for security, provided that any financial assurance may be applied or set off by Transporter to satisfy any and all delinquent account(s) or other obligations.

(d) Loaned/Imbalance Gas Owed to Transporter

For lending services PAL Rate Schedule, Transporter shall have the right to seek financial assurance for the value of gas loaned by Transporter. The amount of such financial assurance will based on the quantity of gas loaned multiplied be bv the Columbia Gas, Appalachia price located under the "Platts Gas Daily" (or any successor publication thereto) for the month the quantity of gas is loaned. Transporter shall have no obligation to lend any quantity of gas beyond the financial assurance amount provided by Shipper to Transporter.

Transporter has the right to seek additional financial assurance to cover the value of any imbalance owed Transporter by a non-creditworthy Shipper. The imbalances shall be valued at the "Spot Market Price" which shall be defined, for each Dth on each applicable Day on which the gas is owed as the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts Gas Daily price survey or any successor publication, less applicable transportation charges. Furthermore, Transporter has the right to seek security to cover the estimated value of a future monthly imbalance for non-creditworthy Shippers as follows: For a non-creditworthy new Shipper, a security amount equal to 10% of such Shipper's estimated monthly usage multiplied by the Estimated Imbalance Rate as described below. For a non-creditworthy existing Shipper, a security amount equal to such Shipper's largest monthly imbalance owed to Transporter over the most recent 12-month period multiplied by the Estimated Imbalance Rate" shall equal the average of the NYMEX future prices for the available 12-month period as such prices close on the day the Estimated Imbalance Rate is determined.

(e) Collateral Requirements for Lateral Facilities and/or Expansion Capacity

Notwithstanding the foregoing requirements, if Transporter constructs new facilities to accommodate a Shipper, Transporter may require financial assurance in an amount up to Shipper's proportionate share of the cost of the new facilities. This financial assurance may be requested at any time before or after the in-service date of the facilities, to the extent mutually agreed to as a condition of the construction. Financial assurance requirements for expansion capacity will be separately identified within Transporter's nondiscriminatory project precedent agreement and/or credit support agreement. As Transporter recovers the cost of these facilities through its rates, the financial assurance required will be reduced accordingly. Specifically, any financial assurance provided by a Shipper related to new facilities shall be returned to that Shipper in equal monthly amounts over the term of its Service Agreement for service related to the new facilities or as otherwise mutually agreed by Transporter and Shipper. This requirement is in addition to and shall not supersede or replace any other rights that Transporter may have regarding the construction of and reimbursement for facilities.

If Shipper defaults and Transporter terminates service to Shipper, then Transporter shall draw upon and retain such financial assurances as necessary to reimburse Transporter for the unamortized cost of the facilities constructed for Shipper. The capacity underlying any terminated Service Agreement shall be made available pursuant to Section 4 of these General Terms and Conditions. Within sixty (60) days of the capacity being made available, to the extent such capacity has been awarded, the financial assurance retained by Transporter from the original Shipper shall be reduced to an amount equal to the net present value of that portion of the future Reservation Charge revenues of the original Shipper that would have been attributed to the cost of those facilities less the net present value of that portion of the future Reservation Charge revenues of the newly awarded Shipper that may be attributed to the cost of the facilities.

## 9.7 <u>Notification of Failure to Meet Creditworthiness</u>.

Transporter shall have the right, on an ongoing basis, to review Shipper's creditworthiness and acceptability of any financial assurance, and upon Transporter's request, Shipper shall provide within three (3) Business Days, or such later date acceptable to Transporter, information in order to facilitate such review. If Shipper is found by Transporter to be non-creditworthy, Transporter will, upon request, inform Shipper in writing as to the reasons. Upon notification by Transporter of Shipper's non-creditworthy status, Shipper must, within five (5) Business Days after receipt of such notification, submit advanced payment to Transporter equal to one (1) month of service under Shipper's Service Agreement(s) to continue service. Shipper must, within thirty (30) days, provide an acceptable financial assurance, as set forth in Section 9.6 (c). For Shippers utilizing lateral facilities or expansion capacity, the financial assurance that must be provided within thirty (30) days shall be in accordance with Section 9.6 (e). If Shipper fails to provide one of the financial assurances within these time periods, Transporter may suspend service immediately (Shippers are not responsible for Reservation Charges after service is suspended) and may provide simultaneous written notice to Shipper, the Commission, and any Replacement Shipper(s) that service will be terminated in thirty (30) days. Transporter also may exercise any other remedy available to it hereunder, at law or in equity. At all times prior to termination under this Section 9.7, as applicable, Shipper may avoid such termination by providing the advance

payment and financial assurance described herein. Regardless of whether Shipper is insolvent, has lost its creditworthiness status or does not desire to continue service with Transporter, Shipper shall continue to be liable for all charges due under its Service Agreement and associated rate schedule. If Shipper desires to continue service with Transporter, Transporter will require Shipper to pay any outstanding balances due Transporter for services rendered and provide adequate financial assurances in accordance with 9.6 (c) above.

9.8 Requests for service which do not include all of the above-referenced information and the information required by Section 3 shall be deemed null and void.

9.9 If a Shipper has multiple Service Agreements with Transporter and defaults on one Service Agreement, Transporter may deem a default by Shipper on that one Service Agreement as a loss of creditworthiness on any other Service Agreement Shipper has with Transporter; provided, however, this provision shall not affect amounts disputed by Shipper in good faith. This Section 9.9 shall apply solely to Shipper that is the Service Agreement holder.

9.10 Transporter intends that section 9.6(b)(4)(iv) above shall be read in harmony, and not in conflict, with the United States Bankruptcy Code.

9.11 If Transporter has terminated service to Shipper as a result of Shipper's loss of creditworthiness or default, Transporter shall have the right to assert any liens or other interests, consistent with applicable law, against any gas Shipper may have remaining on Transporter's system.

9.12 <u>General Limitation of Transporter's Obligation</u>. Transporter shall not be required to perform or continue service on behalf of any Shipper that, within five (5) days after receipt of notice from Transporter, fails to comply with any of the terms of the applicable Rate Schedule and Shipper's Service Agreement(s) with Transporter; provided however that Shipper's failure to comply with the billing and payment requirements of this Tariff shall be governed by the provisions of Section 10 (Billing and Payment) of the General Terms and Conditions. Other provisions of such Rate Schedule notwithstanding, Transporter shall have the right to take unilateral action to protect the integrity of its system in the event Transporter, in its reasonable discretion, determines that immediate or irreparable harm to Transporter's facilities or operations will be caused by Shipper's failure to comply with any of the terms of the applicable Rate Schedule, the terms of Shipper's Service Agreement(s) with Transporter, or the General Terms and Conditions of this Tariff.

## 9.13 Balancing at Termination of Service Agreement.

(a) Following the termination of a Service Agreement(s), Shipper under that Service Agreement(s) shall be required to correct any outstanding imbalance in receipts and deliveries within thirty (30) days after Transporter determines, and notifies Shipper, that such an imbalance exists, or within such longer period of time agreed to by Shipper and Transporter (the balancing period). Shipper shall correct in-kind any undertender imbalance by making arrangements

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upstream of Transporter for delivery to Transporter to correct such undertender imbalance during the balancing period. Shipper shall correct in-kind any overtender imbalance by (i) obtaining a service agreement (e.g., under the ITS Rate Schedule) from Transporter pursuant to the terms of this Tariff, and scheduling to receive such overtender imbalance quantities from Transporter under such service agreement pursuant to the terms of this Tariff, or (ii) otherwise making arrangements pursuant to this Tariff (e.g., under Section 18 "Inventory Transfers" of the General Terms and Conditions) to dispose of its overtender imbalance. If, after the end of the balancing period, Transporter determines that an imbalance continues to exist in Shipper's account, Transporter shall resolve such imbalance as set forth below.

(b) If Transporter determines that it delivered quantities to or for Shipper in excess of the quantities tendered to Transporter by or for Shipper, Transporter shall assess and collect from Shipper a penalty. Shipper shall pay Transporter a penalty for each Dth of such outstanding imbalance, grossed up for the Retainage percentage applicable to Transporter's ITS Rate Schedule. The penalty shall be the sum of: 120 percent of the Spot Market Price for the Month during which such quantities are made up by Transporter. "Spot Market Price", for purposes of this Section, shall mean, for the applicable Month, the contract index price for gas delivered to "Columbia Gas Transmission, LLC, Appalachia", as reported in <u>Inside FERC's Gas Market Report</u> or successor publication. For purposes of calculating Penalty Revenues pursuant to Section 19.6 of the General Terms and Conditions, 100 percent of the Spot Market Price times the applicable number of replenishment dekatherms shall be retained by Transporter. 20 percent of the Spot Market Price times the applicable number of replenishment dekatherms shall be retained by Transporter. 20 percent of the Spot Market Price times the applicable number of replenishment dekatherms shall be retained by Transporter. 20 percent of the Spot Market Price times the applicable number of replenishment dekatherms shall be retained by Transporter. 20 percent of the Spot Market Price times the applicable number of replenishment dekatherms shall be retained by Transporter. 20 percent of the Spot Market Price times the applicable number of replenishment dekatherms shall be retained by Transporter. 20 percent of the Spot Market Price times the applicable number of replenishment dekatherms shall be treated as Penalty Revenues as defined in Section 19.6 of the General Terms and Conditions. Upon payment of such charge, the imbalance shall be removed from Shipper's account.

(c) If Transporter determines that Shipper tendered to Transporter quantities in excess of the quantities taken by or for Shipper at the delivery point(s), any such quantities automatically shall be forfeited by Shipper to Transporter free and clear of all liens and encumbrances. Transporter shall post such forfeited quantities on its EBB as gas available for sale to the highest bidder within a 24\_-hour notice period. Such posting may provide as a condition of sale that such gas be withdrawn from storage within a period of time to be specified in the notice. Upon receipt of payment, Transporter shall treat the forfeited gas proceeds as Penalty Revenues as defined in Section 19.6 of the General Terms and Conditions.

(d) Transporter may waive the provisions of this Section 9.13 on a nondiscriminatory basis.

## 12. <u>MAXIMUM DAILY DELIVERY OBLIGATION AT DELIVERY POINTS AND</u> <u>MAXIMUM DAILY QUANTITY AT RECEIPT POINTS</u>

## 12.1 Maximum Daily Delivery Obligation at Delivery Points.

The Maximum Daily Delivery Obligation (MDDO) at each point of delivery (a) under Transporter's firm transportation service Rate Schedules shall be set forth in the applicable Service Agreement. Unless further limited by a Design Daily Quantity, as described in 12.1(c) below, or by an Aggregate Daily Quantity, as described in 12.1(d) below, the MDDOs expressed in Shipper's firm Service Agreement shall serve to define Transporter's firm service obligation to Shipper at each of its delivery points. At a minimum, the MDDOs expressed in Shipper's Service Agreement will be utilized by Transporter in its design of any measurement, pressure regulation, lateral pipeline, or other local facilities used to make deliveries to Shipper at each of its delivery points under the Service Agreement. Unless otherwise specified in an applicable Service Agreement, Transporter will use 1/24<sup>th</sup> of the MDDO for such hourly design purposes. Transporter retains the right to restrict Shipper activity in excess of this hourly design under Section 17 of the General Terms and Conditions. Where Shipper receives service from Transporter under two or more firm service Rate Schedules, the MDDOs specified in one Service Agreement may be incorporated by reference in the other Service Agreements.

(b) The sum of the MDDOs under all of Shipper's firm Service Agreements shall equal the sum of the Transportation Demands under all of Shipper's firm Service Agreements; provided, however, that the sum of those MDDOs may exceed Shipper's specified Transportation Demand if the Shipper previously held Service Agreements under Transporter's former CDS or SGS Rate Schedules. Where the sum of the MDDOs exceed Shipper's Transportation Demand, Transporter's firm service obligation to Shipper may be further limited by Design Daily Quantities, as described in 12.1(c) below, or by Aggregate Daily Quantities, as described in 12.1(d) below.

(c) Notwithstanding the MDDOs at individual delivery points, Transporter and Shipper may mutually agree to further define Transporter's service obligation to Shipper under Transporter's firm service Rate Schedules by implementation of a Design Daily Quantity (DDQ) at each point of delivery to Shipper. If applicable, the DDQ at each point of delivery under Transporter's firm transportation service Rate Schedules shall be set forth in the applicable Service Agreement, and shall serve to define Transporter's firm service obligation to Shipper at each of its delivery points in a specified area on a coincidental design day, unless such obligation is further limited by an Aggregate Daily Quantity, as described in 12.1(d) below. The DDQ at each point of delivery will be equal to or less than the corresponding MDDO value at each point. The DDQs expressed in Shipper's Service Agreement will be utilized by Transporter in its design of its transmission pipeline systems. Unless otherwise specified in an applicable Service Agreement, Transporter will use 1/24<sup>th</sup> of the DDQ for such hourly design purposes. Transporter retains the right to restrict Shipper activity in excess of this hourly design under Section 17 of the General Terms and Conditions. Where Shipper receives

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service from Transporter under two or more firm service Rate Schedules, the DDQs specified in one Service Agreement may be incorporated by reference in the other Service Agreements.

(d) Notwithstanding the MDDOs or DDQs at individual delivery points, Transporter and Shipper may mutually agree that Transporter's combined aggregate service obligation at all or some of the delivery points to Shipper in a specified area (the Aggregate Area) shall, if applicable, be limited to an Aggregate Daily Quantity (ADQ). Aggregate Area ADQs may themselves be included in larger Aggregate Area ADQs that would control multiple areas. All such Aggregate Area ADQs shall be set forth in the applicable Service Agreement. The Service Agreement will also specify which delivery points are to be included in and limited by an Aggregate Area ADQ. Any Aggregate Area ADQ will be equal to or less than the sum of the individual MDDOs or DDQs for each of the delivery points that are governed by that ADQ. Where Shipper receives service from Transporter under two or more firm service Rate Schedules, the ADQs specified in one Service Agreement may be incorporated by reference in the other Service Agreements.

(e) Unless waived by Transporter in its reasonable discretion, the aggregate of Shipper's MDDOs, DDQs and ADQs, where applicable, shall be reduced in proportion to any reduction by Shipper in its Total Firm Entitlement (TFE). Shipper shall have the right to specify the delivery points at which the reductions or adjustments in those MDDOs, DDQs and ADQs shall be made.

#### 12.2 <u>Maximum Daily Quantity at Receipt Points</u>.

(a) Shipper's Maximum Daily Quantity at each point of receipt under Transporter's firm service Rate Schedules shall be set forth in the applicable Service Agreement.

(b) The sum of Shipper's Maximum Daily Quantity at all receipt points shall equal the sum of the Transportation Demand under Shipper's firm Service Agreements plus quantities necessary for Retainage.

### 13. PRESSURE

Transporter shall deliver gas at each delivery point to or for the account of (a) Shipper at the pressure which shall be available from time to time in Transporter's pipeline, less any pressure reduction that may occur through any measurement, flow control, regulation or other appurtenant facilities that are owned by Transporter; provided, however, that Transporter and Shipper may mutually agree to a specific minimum delivery pressure for a stated period at any delivery point or points which Transporter shall agree to meet or exceed, and where necessary, upon specified conditions to ensure that such agreements do not have any adverse effects on Transporter's system. -Transporter's obligation to meet or exceed this minimum delivery pressure shall be contingent upon total deliveries at the particular delivery point or points not exceeding the Transporter's hourly design as outlined in Section 12 of the General Terms and Conditions, unless specified within the applicable Service Agreement(s), for the combined total Maximum Daily delivery Obligation (MDDO) of all Shippers who hold firm Service Agreement rights to said point or points. Transporter may meet or exceed the specified minimum delivery pressure if deliveries at the delivery point or points are in excess of the combined total of all Shippers who hold firm Service Agreement rights to said point or points MDDO-or any specified hourly flow commitments, but shall have no obligation to do so. If Transporter and Shipper agree to a specific minimum delivery pressure obligation for a stated period, the pressure obligation and any conditions will be specified in the pro forma service agreement in the blank spaces provided. Transporter may at any time, and from time to time, exceed a minimum delivery pressure obligation it has made to a Shipper. Transporter also may operate its facilities at less than the minimum delivery pressure obligation made to a Shipper when the Shipper does not require the agreed-upon minimum delivery pressure. If Transporter and a Shipper are unable to mutually agree upon a minimum pressure commitment, Transporter will, upon request from that Shipper, provide a written explanation concerning the operational reasons for the denial.

(b) Shipper shall deliver gas or cause gas to be delivered to Transporter at the receipt points at a pressure sufficient to allow the gas to enter Transporter's pipeline, as such pressure shall vary from time to time. Transporter shall not be required to compress into its pipeline gas transported under any Rate Schedule, or otherwise change its normal pipeline operations. At each receipt point, Shipper shall provide, or cause to be provided, equipment acceptable to Transporter that will prevent overpressuring of Transporter's pipeline. Transporter and Shipper may agree to a specific minimum receipt pressure for a stated period at any point or points, below which Transporter is not obligated to receive gas from or on behalf of Shipper, and where necessary, upon specified conditions to ensure that such agreements do not have any adverse effect on Transporter's system. If Transporter and Shipper agree to a specific minimum receipt point pressure obligation for a stated period, the pressure obligation and any conditions will be specified in the pro forma service agreement in the blank spaces provided. If Transporter and a Shipper are unable to mutually agree upon a minimum pressure commitment, Transporter will, upon request from that Shipper, provide a written explanation concerning the operational reasons for the denial.

(c) Transporter will not enter into minimum pressure obligations or conditions that will adversely affect Transporter's ability to meet its firm service obligations to an existing Shipper. In addition, Transporter will not unilaterally impose new contractual minimum pressure conditions when an existing Shipper exercises its right of first refusal in accord with Section 4 of the General Terms and Conditions.

### 49. <u>OPERATIONAL TRANSACTIONS</u>

49.1 <u>Eligible Transactions.</u> Transporter may buy, sell and/or borrow or tender gas for return at a later date (an "Operational Transaction") to the extent necessary to:

- (a) maintain system pressure and line pack;
- (b) manage system imbalances;

(c) perform other operational functions of Transporter in connection with transportation, storage, and other similar services; and/or

(d) otherwise protect the operational integrity of Transporter's system.

Any Operational Transaction will be made on an unbundled basis. Transporter may assess separate transportation charges, where applicable, for transportation service to or from the point of any Operational Transaction. Sales by Transporter will be made at receipt point(s), which may include Pooling Points or Aggregation Points as defined in Transporter's IPP or AS Rate Schedules or at the points of interconnection with the upstream pipelines prior to receipt into Transporter's system. Other Operational Transactions will be made at locations where the gas may be most operationally needed from time to time. Operational Transactions will have a lower priority than firm service.

49.2 <u>Posting Requirements.</u> Transporter will post its quantities for sale, borrow or tender for bidding on its electronic bulletin board in accordance with the applicable bidding provisions which will be posted at the time of the offer. Transporter will provide as much advance notice through its EBB as is reasonably possible, but not less than 24\_-hours in advance of any gas purchases. Transporter reserves its right, in its sole discretion, to:

- (a) withdraw its postings;
- (b) reject all bids due to operational changes; and/or

(c) reject any bids which do not meet or which contain modifications to the terms of the posting or which contain terms that are operationally unacceptable.

49.3 <u>Reporting Requirements.</u> Transporter will file a report on or before March 1 of each year reflecting the Operational Transactions for the 12-month period ending the preceding December 31. The report will indicate:

- (a) whether the Operational Transaction was a purchase, sale, borrow or tender;
- (b) the source of the gas in the Operational Transaction;

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(c) the date of the Operational Transaction; (for borrows and tenders, Transporter will include the beginning and termination date of the transaction);

- (d) volumes, expresses in dekatherms;
- (e) the Operational Transaction price, expressed as a rate per dekatherm;
- (f) the costs and revenues from the Operational Transaction;
- (g) the disposition of the associated costs and revenues;

(h) an explanation of the purpose of any Operational Transaction, any alternatives that were considered, and how the action(s) taken were the best available; and

(i) and explanation for any exercise of Transporter's rights under Section 49.2.

#### 49.4 Operational Transaction Rate Adjustment (OTRA) Mechanism

- Purpose. Through the term of the Stipulation & Agreement of Settlement filed (a) with the FERC in Docket No. RP20 1060 (Settlement), tThis Section provides for the recovery of the costs of Operational Transactions (OTRA Costs) incurred in order to ensure sufficient flowing supply in Transporter's system in Market Areas 1, 2, 3 and 7, including carrying charges calculated under Section 154.501 of the Commission's regulations, through an OTRA surcharge applicable to Transporter's FTS, NTS, NTS-S, TPS, SST, GTS, OPT and ITS Rate Schedules. Such costs include, but are not limited to, the difference between the purchase price of gas in Market Areas 1, 2, 3, and 7 (or points on other pipelines) and the price for the sale of equivalent volumes at other locations on Transporter's system. Such OTRA costs shall include costs incurred under any third party transportation contracts associated with OTRA. Such third party transportation costs will not be included in the Transporter's TCRA costs. Transporter's OTRA Costs will be reduced by any revenues earned by Transporter for the Operational Transactions described in this Section 49.4 ("OTRA Revenues").
- (b) <u>Transporter's OTRA Filings</u>. On a semi-annual basis, Transporter will make a Section 4(e) rate filing to adjust its OTRA rates to take into account both prospective changes in OTRA Costs and unrecovered OTRA Costs for the summer season (April 1 to October 31) and winter season (November 1 to March 31). These filings will be submitted no later than: (i) April 1 of each year, to become effective May 1; and (ii) November 1 of each year, to become effective December 1.
- (c) <u>Calculation of Current OTRA Surcharge</u>. In each OTRA Filing, Transporter will calculate and allocate to the applicable Rate Schedules on an as-billed basis and in

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a manner consistent with Transporter's currently effective cost allocation and rate design, the Current OTRA Surcharge by: (i) estimating the total OTRA Costs, including any third party transportation costs associated with OTRA and the total OTRA Revenues for the summer or winter period (as applicable) commencing with the effective date of the OTRA Filing; (ii) subtracting the OTRA Revenues from the OTRA Costs; and (iii) dividing that amount by the applicable rate design determinants under all of the applicable Rate Schedules for that same period. In the event third party transportation capacity is acquired in excess of Transporter's operational needs, Transporter will attempt to release the excess capacity and credit revenue amounts against the OTRA costs incurred during that period.

- (d) <u>True-Up of OTRA Surcharge</u>. In each OTRA Filing, Transporter will calculate and allocate to the applicable Rate Schedules on an as-billed basis and in a manner consistent with Transporter's currently effective cost allocation and rate design, the OTRA True-Up Surcharge by subtracting from the OTRA Costs (less OTRA Revenues) actually incurred by Transporter during the preceding OTRA period the amount collected by Transporter during that period under the theneffective Current OTRA Surcharge and dividing the difference, whether positive or negative, by the estimated design determinants under the applicable Rate Schedules for period commencing on the effective date of that OTRA Filing.
- (e) <u>Termination</u>. Upon termination of the OTRA Mechanism, If the provisions described in this Section 49.4 are terminated, Shippers under the applicable Rate Schedules from the date of Transporter's most recent OTRA Filing through the date of termination (Termination Period) will remain subject to any unrecovered OTRA Costs (less OTRA Revenues), and Transporter will be required to refund any over-recovered OTRA Costs (less OTRA Revenues). Any positive or negative balances in Transporter's OTRA account as of the expiration of date of termination the OTRA mechanism-will be charged or refunded to Shippers, as under the applicable Rate Schedules; over a six-month period following the Termination Period expiration of the OTRA Mechanism.
- (f) <u>Early Termination</u>. To the extent an alternative solution is developed in cooperation with customers that negates the need for the OTRA prior to the end of the Settlement, Columbia will file to terminate the OTRA Mechanism.

## 52. Capital Cost & Compliance Recovery Mechanism (CCRM)

52.1 Purpose. This Section provides for the recovery of Transporter's revenue requirements associated with investments in Eligible Facilities in the categories of (1) safety, integrity, andthird party compliance; (2) system reliabilitysafety and integrity; and (3) storage modernization system reliability, as defined in Section 52.3(a) (Revenue Requirements) in order to modernize Transporter's system (Modernization Program). These Revenue Requirements will be recovered through separately-tracked surcharges (CCRM Rate(s)) that will be added to the base tariff rates applicable to Shippers under Transporter's FTS, NTS, NTS-S, ITS, GTS, OPT, TPS, SST, FSS, FSS M, and FBS Rate Schedules set forth in this Tariff (Applicable Rate Schedules). Except as otherwise provided in this Tariff or in an individual service agreement, the CCRM-T (defined below) shall apply to service agreements under Transporter's FTS, NTS, NTS-S, ITS, GTS, OPT, TPS, and SST Rate Schedules and the CCRM-S (defined below) shall apply to service agreements under Transporter's FSS, FSS M, and FBS Rate Schedules. Service agreements that are exempt from paying the CCRM will remain exempt from paying the CCRM-T or the CCRM-S, as applicable. The CCRM Rates will provide for the recovery of the Revenue Requirements associated with capital expenditures incurred through November 30, 2024-2031 (Third Term) related to Eligible Facilities that are placed into service during the Third this Tterm.

Transporter's CCRM Filings. The first CCRM rate filing will implement CCRM Rate(s) 52.2 to become effective April 1, 2022-2026 to recover Revenue Requirements related to Eligible Facilities that have been placed into service between February 1, 2021 April 1, 2025 through November 30, <del>2021</del>-2025 (CCRM Period) and any trailing capital expenditures associated with such Eligible Facilities placed into service during such ten eight month period, provided that (a) such trailing capital expenditures are incurred by Transporter before such CCRM Filing is made and (b) the inclusion of such trailing capital expenditures does not cause the total amount of investment in Eligible Facilities to exceed the annual and overall CCRM caps set forth in Section 52.3(c) of this Tariff. Subsequently, Transporter will have the right to file to adjust the CCRM Rate(s) to become effective April 1 to additionally recover Revenue Requirements related to Eligible Facilities that have been placed into service during the December 1 through November 30 period (CCRM Period(s)) prior to such CCRM Filing and any trailing capital expenditures associated with Eligible Facilities placed into service provided that (a) such trailing capital expenditures are incurred by Transporter before such CCRM Filing is made and (b) the inclusion of such trailing capital expenditures does not cause the total amount of investment in Eligible Facilities to exceed the annual and overall CCRM caps set forth in Section 52.3(c) of this Tariff. Any filings by Transporter pursuant to this Section 52.2 are referred to in this Tariff as a "CCRM Filing."

## 52.3 <u>CCRM Implementation</u>.

(a) <u>Eligible Facilities</u>. Eligible Facilities have been defined in the Eligible Facilities Plan <del>III</del> (EFP-III) as filed by Transporter in the Stipulation & Agreement of Settlement filed with the FERC in Docket No. RP20 1060 (Settlement) its general Section 4 rate case filed September <u>30, 2024</u> and also include the facilities added in accordance with Section 52.3(a)(1) and Section 52.3(a)(2) of this Tariff. Each Eligible Facilities investment will be allocated to the appropriate transmission (CCRM-T) or storage (CCRM-S) rates in accordance with Section 52.4 of this Tariff. Transporter's CCRM Filings will revise the CCRM Rate(s) to take into account both changes in the Revenue Requirements and over/under-recovered Revenue Requirements from the preceding periods.

(1) <u>Discretionary Eligible Facilities</u>. Transporter <u>shall have the right to cancel</u> <u>projects and retains the discretion to recover capital expenditures and expenses</u> associated with projects related to facilities not listed in the EFP-III through the CCRM Rate(s) set forth in any CCRM Filing provided that the expenditures are for one or more projects falling within one or both of the following categories: (1) additional bare steel replacement <u>and/or abandonment</u> projects and (2) projects to address issues that Transporter believes could lead to imminent unsafe conditions, and provided further that: (a) the projects are similar in purpose and scope to those provided in the EFP-III; (b) such construction projects do not result in the cost limits set forth in Section 52.3(c) of this Tariff being exceeded; and (c) no costs may be included from such construction projects which would otherwise be ineligible for CCRM recovery. Such projects will be deemed to be investments in Eligible Facilities for purposes of this Section 52 of the Tariff.

(2) <u>Unanticipated Eligible Facilities</u>. Transporter shall be permitted to recover capital expenditures <u>and expenses</u> associated with facilities that are not listed in the EFP-III and that do not fall into one of the categories listed in Section 52.3(a)(1) provided that Transporter receives the consent of shippers constituting <u>75 percenta</u> <u>majority</u> of the billing determinants subject to the applicable CCRM Rate(s) or approval from the Commission during the term of the modernization program. Such facilities will be deemed to be Eligible Facilities for purposes of this Section 52 of the Tariff.

(b) <u>Right to Challenge CCRM Filings</u>. Parties shall have the right to challenge the CCRM Filings consistent with Article XI.B of the Settlement.

(c) <u>Cost Limits</u>. The total amount of prudent <u>capital</u> investment in Eligible Facilities incurred for which Revenue Requirements may be recovered through the CCRM will not exceed an annual cap of \$300450 million, subject to a 15 percent annual program tolerance. The total amount of prudent <u>capital</u> investment in Eligible Facilities incurred for which Revenue Requirements are eligible for recovery through the CCRM for <u>the Third this</u> <u>T</u>term will not exceed \$1.22.9 billion. The initial date of such investment will be deemed to have begun on February 1, 2021 April 1, 2025. Any costs exceeding the cost limits in this Section 52.3(c) shall be treated as GPMC under Section 52.3(d) of this Tariff.

(d) <u>GPMC Levels</u>. Transporter will expend annual general plant maintenance capital (GPMC) costs of \$150-185 million per year, escalated annually by \$5 million after the first year during the <u>Third-seven year</u> <u>T</u>term for transmission and storage function projects (GPMC Projects) and such GPMC Projects will not be considered Eligible Facilities. If Transporter expends less than \$150-185 million in GPMC in the <u>first-applicable</u> years of the <u>Third-seven year</u>

Tterm or less than the escalated GPMC expenditure obligation in subsequent years of the Third Term, the difference will be used to reduce the plant investment included in the CCRM and the total amount of Eligible Facilities for which the Revenue Requirements would be recoverable through the CCRM will be adjusted downward by such difference.

52.4 <u>CCRM Rate Calculation</u>. In each CCRM Filing, Transporter will calculate the CCRM Rate(s) and allocate to the Applicable Rate Schedules (as defined above) on an as-billed basis and in a manner consistent with Transporter's currently effective cost allocation and rate design, as set forth below:

(a) <u>Determination of Revenue Requirements</u>. Transporter will first calculate the Revenue Requirements related to those Eligible Facilities that were placed in and remained in service during the applicable prior CCRM Periods set forth in Section 52.2 of this Tariff and any applicable trailing capital expenditures associated with such Eligible Facilities placed into service during such applicable prior CCRM Period, subject to the limitations in Section 52.2 of this Tariff.

Storage. The Storage Revenue Requirements associated with Eligible (1)Facilities will consist of (A) a total rate base multiplier comprised of: (i) a pre-tax rate of return of 11.0014.66 percent and which shall include the applicable percentage adjustment set forth in Appendix C of the Settlement corresponding to any new U.S. federal corporate income tax rate that becomes effective during the term of the Settlement and (ii) a Taxes Other than Income Taxes (TOIT) of 2.50 percent calculation utilizing the applicable ad valorem tax rate at the time of filing multiplied by the "net rate base" (i.e., the gross plant minus accumulated depreciation and accumulated deferred income taxes) associated with Eligible Facilities that have been functionalized as storage by Transporter pursuant to the provisions of the Settlement; and (B) Transporter's applicable storage depreciation rate of 2.20 percent and storage negative salvage rate, both multiplied by the gross plant associated with Eligible Facilities that have been functionalized as storage by Transporter; pursuant to the provisions of the Settlement and (C) expenses associated with Eligible Facilities. Through the CCRM S, Transporter shall be allowed to recover the Revenue Requirements associated with net capital expenditures of no more than \$90 million in Eligible Facilities costs functionalized as storage per applicable CCRM period set forth in Section 52.2 of this Tariff. Five and one half percent of the capital expenditures associated with Eligible Facilities that have been functionalized as storage and any additional amount above the \$90 million of net capital expenditures will be transferred to the CCRM T, but such amounts may not exceed \$30 million of capital expenditures per applicable CCRM period set forth in Section 52.2 of this Tariff.

(2) <u>Transmission</u>. The Transmission Revenue Requirements associated with Eligible Facilities will consist of (A) a total rate base multiplier of 13.50 percent, which is comprised of: (i) a pre-tax rate of return of 11.0014.66 percent and which shall include the applicable percentage adjustment set forth in Appendix C of the Settlement corresponding to any new U.S. federal corporate income tax rate that becomes effective

during the term of the Settlement and (ii) a TOIT rate of 2.50 percent calculation utilizing the applicable ad valorem tax rate at the time of filing multiplied by the "net rate base" (i.e., the gross plant minus accumulated depreciation and accumulated deferred income taxes) associated with Eligible Facilities that have been functionalized as transmission by Transporter pursuant to the provisions of the Settlement; and (B) Transporter's applicable transmission depreciation rate of 1.50 percent and transmission negative salvage rate, both multiplied by the gross plant associated with Eligible Facilities that have been functionalized as transmission by Transporter; pursuant to the provisions of the Settlementand (C) expenses associated with Eligible Facilities. Through the CCRM T, Transporter shall be allowed to recover one hundred percent of the Revenue Requirements associated with Eligible Facilities that have been functionalized as transmission and the amount transferred from CCRM S above.

(b) <u>Allocation of Revenue Requirements</u>. Transporter will allocate the Revenue Requirements across each Applicable Rate Schedule to derive the CCRM-T and CCRM-S Rate on a per unit basis, utilizing the greater of:

(1) The annual billing determinants for customers under the Applicable Rate Schedules, including billing determinants for all non-incremental negotiated rate service agreements that are by their terms exempt from paying the CCRM, but excluding billing determinants associated with service agreements for capacity on incrementally-priced expansion projects, which are not subject to the CCRM as described in Section 52.4(d) of the Tariff, and adjusted for discounted contracts as described in Section 52.4(c) of the Tariff for each applicable CCRM Period set forth in Section 52.2 of this Tariff; or

(2) A transmission billing determinant floor of  $\frac{104,000,00074,640,556}{50,500,00037,852,239}$  Dth and a storage billing determinant floor with a MDSQ of  $\frac{50,500,00037,852,239}{2,800,000,0002,107,332,641}$  Dth for each CCRM Filing, as applicable.

(3) If the billing determinants are lower than the floors set forth herein, Transporter will impute billing determinants at the maximum applicable rate and the revenues that would be associated with such billing determinants to reflect the abovestated billing determinant levels in the calculation of the CCRM Rate(s).

(4) Subject to Section 52.5, Columbia shall be at risk for any under-recovery of the Revenue Requirement associated with the billing determinants of non-incremental negotiated rate service agreements that are by their terms exempt from paying the CCRM.

(c) <u>Billing Determinants Associated with Discounted and Non-Incremental</u> <u>Negotiated Rate Service Agreements</u>. Transporter will allocate a portion of the revenues derived from discount rate agreements to its calculation of actual revenues derived by the CCRM-as provided in the Settlement. To the extent discounted transactions would reduce the level of revenue below the level that results from the billing determinant floor set forth in Section 52.4(b)(2) above, Transporter will impute billing determinants and the revenues that would be associated with such billing determinants at the maximum applicable rate up to that floor level. Non-incremental negotiated rate agreement billing determinants will be imputed at the maximum CCRM Rate.

(d) <u>Billing Determinants under Incrementally-Priced Expansion Projects</u>. Incrementally-priced expansion projects will not be charged the CCRM Rate(s) and the billing determinants for incrementally-priced expansion projects will not be included in the calculation of the CCRM Rate(s) except as provided in the Settlement. In the event the FERC's policy with respect to the rate treatment of incrementally-priced expansion projects changes after the effectiveness of this provision of the Tariff, any future treatment of incrementally-priced expansion projects in the CCRM will conform to the revised FERC policy.

(1) When incrementally-priced expansion projects are constructed concurrently with Eligible Facilities, the costs of such combined projects shall be allocated between the Modernization Program and the expansion project as set forth in the Settlement.

(2) If an incrementally priced expansion project is built subsequent to, but directly utilizes Eligible Facilities set forth in the EFP III, ten percent of the billing determinants of expansion contracts for service commencing on or after February 1, 2021, will be imputed in the calculation of the CCRM Rate(s).

(e) <u>Cost Over/Under Recovery</u>. Except to the extent such results from the imputation of billing determinants under the billing determinant floors or for non-incremental negotiated rate agreements that exclude the CCRM, any over/under recovery of the Revenue Requirements will be recovered in the next succeeding CCRM Filing. Subject to the annual and overall CCRM caps set forth in Section 52.3 of this Tariff, the over/under recovery will be calculated each year by comparing the actual Revenue Requirements, by function, to the revenues received during the recovery period, including any revenues required to be imputed by Transporter pursuant to Section 52.4(b) of this Tariff, above.

52.5 <u>Term of CCRM</u>. The CCRM will reflect the Revenue Requirements for capital and applicable expenses placed into service during the term commencing February 1, 2021 April 1, 2025 and ending on November 30, 20242031. The CCRM will continue to be charged for a term that is coterminous with the Settlement. Upon termination of the CCRM, Shippers under the Applicable Rate Schedules will remain subject to any unrecovered CCRM costs and Transporter will be required to refund any over-recovered CCRM costs. Any positive or negative balances in Transporter's CCRM account as of the expiration of the CCRM will be charged or refunded to Shippers, as applicable, in the next monthly billing cycle that is at least fifteen days after the termination of the CCRM.

## **APPENDIX B**

# Columbia Gas Transmission, LLC FERC Gas Tariff, Fourth Revised Volume No. 1

# List of Proposed Pro Forma Tariff Records Preferred Case

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Currently Effective Rates Applicable to Rate Schedule FTS Rate Per Dth

		Base Tariff Rate 1/ 2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/ 4/	Daily Rate 2/4/
Rate Schedule FTS								
Reservation Charge 3/	\$	18.406	0.561	0.086	0.053	0.000	19.106	0.6281
Commodity								
Maximum	¢	1.13	0.08	0.54	0.00	0.00	1.75	1.75
Minimum	¢	1.13	0.08	0.54	0.00	0.00	1.75	1.75
Overrun								
Maximum	¢	61.64	1.92	0.82	0.17	0.00	64.56	64.56
Minimum	¢	1.13	0.08	0.54	0.00	0.00	1.75	1.75

Appendix B-1 Preferred Case Clean Pro Forma V.1. Currently Effective Rates FTS Rates Version 91.0.1

## **RECEIPTS FROM WEST ZONE to DELIVERY TO WEST ZONE:**

		Base Tariff Rate 1/2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/ 4/	Daily Rate 2/4/
Rate Schedule FTS								
Reservation Charge 3/	\$	16.089	0.561	0.086	0.053	0.000	16.789	0.5520
Commodity								
Maximum	¢	0.96	0.08	0.54	0.00	0.00	1.58	1.58
Minimum	¢	0.96	0.08	0.54	0.00	0.00	1.58	1.58
Overrun								
Maximum	¢	53.86	1.92	0.82	0.17	0.00	56.78	56.78
Minimum	¢	0.96	0.08	0.54	0.00	0.00	1.58	1.58

# **RECEIPTS FROM EAST ZONE to DELIVERY TO WEST ZONE & RECEIPTS FROM WEST ZONE to DELIVERY TO EAST ZONE:**

		Base Tariff Rate 1/ 2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/ 4/	Daily Rate 2/4/
Rate Schedule FTS								
Reservation Charge 3/	\$	31.686	0.561	0.086	0.053	0.000	32.386	1.0647
Commodity								
Maximum	¢	2.09	0.08	0.54	0.00	0.00	2.71	2.71
Minimum	¢	2.09	0.08	0.54	0.00	0.00	2.71	2.71
Overrun								
Maximum	¢	106.26	1.92	0.82	0.17	0.00	109.18	109.18
Minimum	¢	2.09	0.08	0.54	0.00	0.00	2.71	2.71

Appendix B-1 Preferred Case Clean Pro Forma V.1. Currently Effective Rates FTS Rates Version 91.0.1

- 1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.
- 2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.
- 3/ Minimum reservation charge is \$0.00.
- 4/ Transportation quantities received from TCO Pool that are delivered to points in either the East Zone or West Zone on Transporter's system shall be assessed the applicable East to East Zone path or West to West Zone path, commodity charges, commodity surcharges, and Retainage, as provided for in this Tariff. Transportation quantities received from any point that a re delivered to TCO Pool shall not be assessed commodity charges, commodity surcharges, or Retainage. Service agreements with TCO Pool as a firm primary receipt point or firm primary delivery point will be assessed applicable reservation charges and reservation surcharges for either an East to East Zone path or West to West Zone path as determined by the zone location of the matching receipt/delivery point.

Currently Effective Rates Applicable to Rate Schedule NTS and NTS-S Rate Per Dth

		Base Tariff Rate 1/2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/ 5/	Daily Rate 2/ 5/
Rate Schedule NTS								
Reservation Charge 3/4/	\$	19.079	0.561	0.086	0.053	0.000	19.779	0.6503
Commodity								
Maximum	¢	1.13	0.08	0.54	0.00	0.00	1.75	1.75
Minimum	¢	1.13	0.08	0.54	0.00	0.00	1.75	1.75
Overrun								
Maximum	¢	63.86	1.92	0.82	0.17	0.00	66.78	66.78
Minimum	¢	1.13	0.08	0.54	0.00	0.00	1.75	1.75

### **RECEIPTS FROM WEST ZONE to DELIVERY TO WEST ZONE:**

		Base Tariff Rate 1/ 2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/ 5/	Daily Rate 2/ 5/
Rate Schedule NTS								
Reservation Charge 3/4/	\$	16.762	0.561	0.086	0.053	0.000	17.462	0.5741
Commodity								
Maximum	¢	0.96	0.08	0.54	0.00	0.00	1.58	1.58
Minimum	¢	0.96	0.08	0.54	0.00	0.00	1.58	1.58
Overrun								
Maximum	¢	56.07	1.92	0.82	0.17	0.00	58.99	58.99
Minimum	¢	0.96	0.08	0.54	0.00	0.00	1.58	1.58

### **<u>RECEIPTS FROM EAST ZONE to DELIVERY TO WEST ZONE &</u> <u>RECEIPTS FROM WEST ZONE to DELIVERY TO EAST ZONE:</u></u>**

		Base Tariff Rate 1/ 2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/ 5/	Daily Rate 2/ 5/
Rate Schedule NTS								
Reservation Charge 3/4/	\$	32.359	0.561	0.086	0.053	0.000	33.059	1.0869
Commodity								
Maximum	¢	2.09	0.08	0.54	0.00	0.00	2.71	2.71
Minimum	¢	2.09	0.08	0.54	0.00	0.00	2.71	2.71
Overrun								
Maximum	¢	108.48	1.92	0.82	0.17	0.00	111.40	111.40
Minimum	¢	2.09	0.08	0.54	0.00	0.00	2.71	2.71

Appendix B-1 Preferred Case Clean Pro Forma V.3. Currently Effective Rates NTS and NTS-S Rates Version 91.0.1

- 1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.
- 2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.
- 3/ Minimum reservation charge is \$0.00.
- 4/ The rates shown above for Service under Rate Schedule NTS shall be applicable to Service under Rate Schedule NTS-S except that the maximum Reservation Fee shall be adjusted to reflect the applicable expedited period of gas flow (EPF) utilizing the following formula, rounded to 3 decimal places:

NTS-S = NTS \* (24/EPF) where: NTS-S = NTS-S Reservation Fee NTS = Applicable NTS Reservation Fee 24 = Number of Hours in a Gas Day EPF - MDQ/MHQ

5/ Transportation quantities received from TCO Pool that are delivered to points in either the East Zone or West Zone on Transporter's system shall be assessed the applicable East to East Zone path or West to West Zone path commodity charges, commodity surcharges, and Retainage, as provided for in this Tariff. Transportation quantities received from any point that are delivered to TCO Pool shall not be assessed commodity charges, commodity surcharges, or Retainage. Service agreements with TCO Pool as a firm primary receipt point or firm primary delivery point will be assessed applicable reservation charges and reservation surcharges for either an East to East Zone path or West to West Zone path as determined by the zone location of the matching receipt/delivery point.

Currently Effective Rates Applicable to Rate Schedule ITS Rate Per Dth

#### **RECEIPTS FROM EAST ZONE to DELIVERY TO EAST ZONE:**

	Winter Maximum	Winter Minimum	Summer Maximum	Summer Minimum
Commodity	¢	¢	¢	¢
Base Tariff Rate 1/2/	61.20	1.13	41.10	1.13
TCRA Rates	1.91	0.08	1.31	0.08
EPCA Rates	0.82	0.54	0.73	0.54
OTRA Rates	0.18	0.00	0.12	0.00
CCRM-T Rates	0.00	0.00	0.00	0.00
Total Effective Rate 2/3/	64.11	1.75	43.26	1.75
Daily Rate 2/3/	64.11	1.75	43.26	1.75

	Winter Maximum	Winter Minimum	Summer Maximum	Summer Minimum
Commodity	¢	¢	¢	¢
Base Tariff Rate 1/2/	74.83	0.96	50.09	0.96
TCRA Rates	1.91	0.08	1.31	0.08
EPCA Rates	0.82	0.54	0.73	0.54
OTRA Rates	0.18	0.00	0.12	0.00
CCRM-T Rates	0.00	0.00	0.00	0.00
Total Effective Rate 2/3/	77.74	1.58	52.25	1.58
Daily Rate 2/3/	77.74	1.58	52.25	1.58

Appendix B-1 Preferred Case Clean Pro Forma V.4. Currently Effective Rates ITS Rates Version 88.0.1

#### **RECEIPTS FROM EAST ZONE to DELIVERY TO WEST ZONE & RECEIPTS FROM WEST ZONE to DELIVERY TO EAST ZONE:**

	Winter Maximum	Winter Minimum	Summer Maximum	Summer Minimum
Commodity	¢	¢	¢	¢
Base Tariff Rate 1/2/	126.56	2.09	84.88	2.09
TCRA Rates	1.91	0.08	1.31	0.08
EPCA Rates	0.82	0.54	0.73	0.54
OTRA Rates	0.18	0.00	0.12	0.00
CCRM-T Rates	0.00	0.00	0.00	0.00
Total Effective Rate 2/3/	129.47	2.71	87.04	2.71
Daily Rate 2/3/	129.47	2.71	87.04	2.71

1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.

- 2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.
- 3/ Transportation quantities received from TCO Pool that are delivered to points in either the East Zone or West Zone on Transporter's system shall be assessed the applicable East to East Zone path or West to West Zone path commodity charges, commodity surcharges, and Retainage, as provided for in this Tariff. Transportation quantities received from any point that are delivered to TCO Pool shall not be assessed commodity charges, commodity surcharges, or Retainage. Service agreements with TCO Pool as a firm primary receipt point or firm primary delivery point will be assessed applicable reservation charges and reservation surcharges for either an East to East Zone path or West to West Zone path as determined by the zone location of the matching receipt/delivery point.

Currently Effective Rates Applicable to Rate Schedule GTS Rate Per Dth

#### **RECEIPTS FROM EAST ZONE to DELIVERY TO EAST ZONE:**

	Base Tariff Rate 1/2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/ 3/	Daily Rate 2/ 3/
Rate Schedule GTS Commodity							
Maximum	\$ 2.8560	0.0377	0.0111	0.0035	0.0000	2.9083	2.9083
Minimum	\$ 0.0185	0.0008	0.0054	0.00	0.00	0.0247	0.0247
MFCC	\$ 2.8375	0.0369	0.0057	0.0035	0.0000	2.8836	2.8836

	Base Tariff Rate 1/2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/ 3/	Daily Rate 2/3/
Rate Schedule GTS Commodity							
Maximum	\$ 2.7251	0.0377	0.0111	0.0035	0.0000	2.7774	2.7774
Minimum	\$ 0.0157	0.0008	0.0054	0.00	0.00	0.0219	0.0219
MFCC	\$ 2.7094	0.0369	0.0057	0.0035	0.0000	2.7555	2.7555

#### **RECEIPTS FROM EAST ZONE to DELIVERY TO WEST ZONE & RECEIPTS FROM WEST ZONE to DELIVERY TO EAST ZONE:**

	Base Tariff Rate 1/2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/ 3/	Daily Rate 2/ 3/
Rate Schedule GTS Commodity							
Maximum	\$ 3.6055	0.0377	0.0111	0.0035	0.0000	3.6578	3.6578
Minimum	\$ 0.0342	0.0008	0.0054	0.00	0.00	0.0404	0.0404
MFCC	\$ 3.5713	0.0369	0.0057	0.0035	0.0000	3.6174	3.6174

1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.

2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.

3/ Transportation quantities received from TCO Pool that are delivered to points in either East Zone or West Zone on Transporter's system shall be assessed the applicable East to East Zone path or West to West Zone path commodity charges, commodity surcharges, and Retainage, as provided for in this Tariff. Transportation quantities received from any point that are delivered to TCO Pool shall not be assessed commodity charges, commodity surcharges, or Retainage. Service agreements with TCO Pool as a firm primary receipt point or firm primary delivery point will be assessed applicable reservation charges and reservation surcharges for either an East to East Zone path or West to West Zone path as determined by the zone location of the matching receipt/delivery point.

Currently Effective Rates Applicable to Rate Schedule OPT Rate Per Dth

		Base Tariff Rate 1/2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/ 4/	Daily Rate 2/4/
Rate Schedule OPT 30 Days Interruption								
Reservation Charge 3/ 60 Days Interruption	\$	16.893	0.514	0.079	0.049	0.000	17.535	0.5765
Reservation Charge 3/	\$	15.380	0.468	0.072	0.044	0.000	15.964	0.5248
Commodity								
Maximum	¢	1.13	0.08	0.54	0.00	0.00	1.75	1.75
Minimum	¢	1.13	0.08	0.54	0.00	0.00	1.75	1.75
Overrun								
30 Days Interruption								
Maximum	¢	56.67	1.77	0.80	0.16	0.00	59.40	59.40
Minimum	¢	1.13	0.08	0.54	0.00	0.00	1.75	1.75
60 Days Interruption								
Maximum	¢	51.69	1.62	0.78	0.14	0.00	54.23	54.23
Minimum	¢	1.13	0.08	0.54	0.00	0.00	1.75	1.75

		Base Tariff Rate 1/2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/ 4/	Daily Rate 2/ 4/
Rate Schedule OPT 30 Days Interruption								
Reservation Charge 3/ 60 Days Interruption	\$	14.766	0.514	0.079	0.049	0.000	15.408	0.5066
Reservation Charge 3/	\$	13.444	0.468	0.072	0.044	0.000	14.028	0.4612
Commodity								
Maximum	¢	0.96	0.08	0.54	0.00	0.00	1.58	1.58
Minimum	¢	0.96	0.08	0.54	0.00	0.00	1.58	1.58
Overrun								
30 Days Interruption								
Maximum	¢	49.51	1.77	0.80	0.16	0.00	52.24	52.24
Minimum	¢	0.96	0.08	0.54	0.00	0.00	1.58	1.58
60 Days Interruption								
Maximum	¢	45.16	1.62	0.78	0.14	0.00	47.70	47.70
Minimum	¢	0.96	0.08	0.54	0.00	0.00	1.58	1.58

# **RECEIPTS FROM EAST ZONE to DELIVERY TO WEST ZONE & RECEIPTS FROM WEST ZONE to DELIVERY TO EAST ZONE:**

		Base Tariff Rate 1/2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/4/	Daily Rate 2/4/
Rate Schedule OPT								
30 Days Interruption Reservation Charge 3/	\$	29.081	0.514	0.079	0.049	0.000	29.723	0.9772
60 Days Interruption								
Reservation Charge 3/	\$	26.477	0.468	0.072	0.044	0.000	27.061	0.8897
Commodity								
Maximum	¢	2.09	0.08	0.54	0.00	0.00	2.71	2.71
Minimum	¢	2.09	0.08	0.54	0.00	0.00	2.71	2.71
Overrun								
30 Days Interruption								
Maximum	¢	97.70	1.77	0.80	0.16	0.00	100.43	100.43
Minimum	¢	2.09	0.08	0.54	0.00	0.00	2.71	2.71
60 Days Interruption								
Maximum	¢	89.14	1.62	0.78	0.14	0.00	91.68	91.68
Minimum	¢	2.09	0.08	0.54	0.00	0.00	2.71	2.71

Appendix B-1 Preferred Case Clean Pro Forma V.6. Currently Effective Rates OPT Rates Version 91.0.1

- 1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.
- 2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference
- 3/ Minimum reservation charge is \$0.00.
- 4/ Transportation quantities received from TCO Pool that are delivered to points in either the East Zone or West Zone on Transporter's system shall be assessed the applicable East to East Zone path or West to West Zone path commodity charges, commodity surcharges, and Retainage, as provided for in this Tariff. Transportation quantities received from any point that are delivered to TCO Pool shall not be assessed commodity charges, commodity surcharges, or Retainage. Service agreements with TCO Pool as a firm primary receipt point or firm primary delivery point will be assessed applicable reservation charges and reservation surcharges for either an East to East Zone path or West to West Zone path as determined by the zone location of the matching receipt/delivery point.

Currently Effective Rates Applicable to Rate Schedule TPS Rate Per Dth

		Base Tariff Rate 1/2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/ 4/	Daily Rate 2/4/
Rate Schedule TPS								
Reservation Charge 3/	\$	18.406	0.561	0.086	0.053	0.000	19.106	0.6281
Commodity								
Maximum	¢	1.13	0.08	0.54	0.00	0.00	1.75	1.75
Minimum	¢	1.13	0.08	0.54	0.00	0.00	1.75	1.75
Overrun								
Maximum	¢	61.64	1.92	0.82	0.17	0.00	64.56	64.56
Minimum	¢	1.13	0.08	0.54	0.00	0.00	1.75	1.75

### **RECEIPTS FROM WEST ZONE to DELIVERY TO WEST ZONE:**

		Base Tariff Rate 1/2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/ 4/	Daily Rate 2/ 4/
Rate Schedule TPS								
Reservation Charge 3/	\$	16.089	0.561	0.086	0.053	0.000	16.789	0.5220
Commodity								
Maximum	¢	0.96	0.08	0.54	0.00	0.00	1.58	1.58
Minimum	¢	0.96	0.08	0.54	0.00	0.00	1.58	1.58
Overrun								
Maximum	¢	53.86	1.92	0.82	0.17	0.00	56.78	56.78
Minimum	¢	0.96	0.08	0.54	0.00	0.00	1.58	1.58

# **RECEIPTS FROM EAST ZONE to DELIVERY TO WEST ZONE & RECEIPTS FROM WEST ZONE to DELIVERY TO EAST ZONE:**

		Base Tariff Rate 1/ 2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/ 4/	Daily Rate 2/ 4/
Rate Schedule TPS								
Reservation Charge 3/	\$	31.686	0.561	0.086	0.053	0.000	32.386	1.0647
Commodity								
Maximum	¢	2.09	0.08	0.54	0.00	0.00	2.71	2.71
Minimum	¢	2.09	0.08	0.54	0.00	0.00	2.71	2.71
Overrun								
Maximum	¢	106.26	1.92	0.82	0.17	0.00	109.18	109.18
Minimum	¢	2.09	0.08	0.54	0.00	0.00	2.71	2.71

Appendix B-1 Preferred Case Clean Pro Forma V.7. Currently Effective Rates TPS Rates Version 91.0.1

- 1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.
- 2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.
- 3/ Minimum reservation charge is \$0.00.
- 4/ Transportation quantities received from TCO Pool that are delivered to points in either the East Zone or West Zone shall be assessed the applicable East to East Zone path or West to West Zone path commodity charges, commodity surcharges, and Retainage, as provided for in this Tariff. Transportation quantities received from any point that are delivered to TCO Pool shall not be assessed commodity charges, commodity surcharges, or Retainage. Service agreements with TCO Pool as a firm primary receipt point or firm primary delivery point will be assessed applicable reservation charges and reservation surcharges for either an East to East Zone path or West to West Zone path as determined by the zone location of the matching receipt/delivery point.

Currently Effective Rates Applicable to Rate Schedule SST Rate Per Dth

		Base Tariff Rate 1/ 2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/ 4/	Daily Rate 2/4/
Rate Schedule SST								
Reservation Charge 3/	\$	18.406	0.561	0.086	0.053	0.000	19.106	0.6281
Commodity								
Maximum	¢	1.13	0.08	0.54	0.00	0.00	1.75	1.75
Minimum	¢	1.13	0.08	0.54	0.00	0.00	1.75	1.75
Overrun 4/								
Maximum	¢	61.64	1.92	0.82	0.17	0.00	64.56	64.56
Minimum	¢	1.13	0.08	0.54	0.00	0.00	1.75	1.75

		Base Tariff Rate 1/ 2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/4/	Daily Rate 2/4/
Rate Schedule SST								
Reservation Charge 3/	\$	16.089	0.561	0.086	0.053	0.000	16.789	0.5520
Commodity								
Maximum	¢	0.96	0.08	0.54	0.00	0.00	1.58	1.58
Minimum	¢	0.96	0.08	0.54	0.00	0.00	1.58	1.58
Overrun 4/								
Maximum	¢	53.86	1.92	0.82	0.17	0.00	56.78	56.78
Minimum	¢	0.96	0.08	0.54	0.00	0.00	1.58	1.58

## **RECEIPTS FROM EAST ZONE to DELIVERY TO WEST ZONE & RECEIPTS FROM WEST ZONE to DELIVERY TO EAST ZONE:**

		Base Tariff Rate 1/2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/ 4/	Daily Rate 2/4/
Rate Schedule SST								
Reservation Charge 3/	\$	31.686	0.561	0.086	0.053	0.000	32.386	1.0647
Commodity								
Maximum	¢	2.09	0.08	0.54	0.00	0.00	2.71	2.71
Minimum	¢	2.09	0.08	0.54	0.00	0.00	2.71	2.71
Overrun 4/								
Maximum	¢	106.26	1.92	0.82	0.17	0.00	109.18	109.18
Minimum	¢	2.09	0.08	0.54	0.00	0.00	2.71	2.71

1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.

2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.

3/ Minimum reservation charge is \$0.00.

4/ Transportation quantities received from TCO Pool that are delivered to points in either the East Zone or West Zone on Transporter's system shall be assessed the applicable East to East Zone path or West to West Zone path commodity charges, commodity surcharges, and Retainage, as provided for in this Tariff. Transportation quantities received from any point that are delivered to TCO Pool shall not be assessed commodity charges, commodity surcharges, or Retainage. Service agreements with TCO Pool as a firm primary receipt point or firm primary delivery point will be assessed applicable reservation charges and reservation surcharges for either an East to East Zone path or West to West Zone path as determined by the zone location of the matching receipt/delivery point.

Currently Effective Rates Applicable to Rate Schedule FSS Rate Per Dth

		Base	Transportation Cost		Electri	c Power	CCRM-S	Total	Daily
		Tariff	Rate A	djustment	Costs A	djustment	Rate	Effective	Rate
		Rate 1/ 2/	Current	Surcharge	Current	Surcharge		Rate	
Rate Schedule FSS									
<b>Reservation Charge</b>	\$	6.461	-	-	-	-	0.000	6.461	0.2124
Capacity	¢	11.60	-	-	-	-	0.00	11.60	11.60
Injection	¢	3.33	-	-	-	-	0.00	3.33	3.33
Withdrawal	¢	3.33	-	-	-	-	0.00	3.33	3.33
Overrun	¢	39.50	-	-	-	-	0.00	39.50	39.50

- 1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.
- 2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.

Currently Effective Rates Applicable to Rate Schedule ISS Rate Per Dth

		Base Tariff	Transportation Cost Rate Adjustment			c Power djustment	Total Effective	Daily Rate
		Rate 1/2/	Current	Surcharge	Current	Surcharge	Rate	
Rate Schedule ISS								
Commodity							•• • • /	
Maximum	¢	32.84	-	-	-	-	32.84	32.84
Minimum	¢	0.00	-	-	-	-	0.00	0.00
Injection	¢	3.33	-	-	-	-	3.33	3.33
Withdrawal	¢	3.33	-	-	-	-	3.33	3.33

- 1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.
- 2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.

Currently Effective Rates Applicable to Rate Schedule SIT Rate Per Dth

		Base Tariff	Transportation Cost Rate Adjustment			c Power djustment	Total Effective	Daily Rate
		Rate 1/2/	Current	Surcharge	Current	Surcharge	Rate 2/	2/
Rate Schedule SIT Commodity								
Maximum Minimum	¢ ¢	14.29 3.33	- -	-	- -	-	14.29 3.33	14.29 3.33

1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.

2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 fo the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.

Currently Effective Rates Applicable to Rate Schedule FBS Rate Per Dth

		Base	Transportation Cost		Electric Power		CCRM-S	Total
		Tariff	Rate A	djustment	Costs Adjustment		Rate	Effective
		Rate 1/ 2/	Current	Surcharge	Current	Surcharge		Rate
Rate Schedule FBS								
<b>Reservation Charge</b>	\$	0.2124	-	-	-	-	0.000	0.2124
Capacity	¢	11.60	-	-	-	-	0.00	11.60
Injection	¢	3.33	-	-	-	-	0.00	3.33
Withdrawal	¢	3.33	-	-	-	-	0.00	3.33
Overrun	¢	39.50	-	-	-	-	0.00	39.50

- 1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.
- 2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.

Appendix B-1 Preferred Case Clean Pro Forma V.13. Currently Effective Rates PAL Rates Version 8.0.1

Currently Effective Rates Applicable to Rate Schedule PAL Rate Per Dth

Rate Schedule PAL		Winter Season Total Effective Daily Rate	Summer Season Total Effective Daily Rate
Account Balance Charge		2	2
Maximum	¢	126.56	84.88
Minimum	¢	2.09	2.09

Appendix B-1 Preferred Case Clean Pro Forma V.14. Currently Effective Rates Reserved for Future Use Version 6.0.1

RESERVED FOR FUTURE USE

Appendix B-1 Preferred Case Clean Pro Forma V.15. Currently Effective Rates FT-C Rates Version 10.0.1

Currently Effective Rates Applicable to Rate Schedule FT-C Rate Per Dth

		Base Tariff Rate	Total Effective Rate	Daily Rate
			1/	1/
Rate Schedule FT-C				
Reservation Charge 2/	\$	3.621	3.621	0.1190
Commodity				
Maximum	¢	0.00	0.00	0.00
Minimum	¢	0.00	0.00	0.00
Overrun	¢	11.90	11.90	11.90

1/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.

2/ Minimum reservation charge is \$0.00.

Appendix B-1 Preferred Case Clean Pro Forma V.18. Currently Effective Rates Reserved for Future Use Version 36.0.1

**RESERVED FOR FUTURE USE** 

Currently Effective Rates Applicable to Rate Schedule FTS-LXP Incremental Leach XPress Service Rate Per Dth

#### **RECEIPTS FROM WEST ZONE to DELIVERY TO WEST ZONE:**

		Base Tariff Rate 1/2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/4/	Daily Rate 2/4/
Rate Schedule FTS-LXP								
Reservation Charge 3/	\$	29.455	0.561	0.086	0.053	0.000	30.155	0.9914
Commodity								
Maximum	¢	0.17	0.08	0.54	0.00	0.00	0.79	0.79
Minimum	¢	0.17	0.08	0.54	0.00	0.00	0.79	0.79
Overrun								
Maximum	¢	97.01	1.92	0.82	0.17	0.00	99.93	99.93
Minimum	¢	0.17	0.08	0.54	0.00	0.00	0.79	0.79

1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.

2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (http://www.ferc.gov) is incorporated herein by reference.

3/ Minimum reservation charge is \$0.00.

4/ Transportation quantities received from TCO Pool that are delivered to any point in the West Zone on Transporter's system shall be assessed the applicable West to West Zone path commodity charges, commodity surcharges, and Retainage, as provided for in this Tariff. Transportation quantities received from any point that are delivered to TCO Pool shall not be assessed commodity charges, commodity surcharges, or Retainage. Service agreements with TCO Pool as a firm primary receipt point or firm primary delivery point will be assessed applicable reservation charges and reservation surcharges for the West to West Zone path.

Currently Effective Rates Applicable to Rate Schedule FTS-WBX Incremental WB XPress Service Rate Per Dth

		Base Tariff Rate 1/2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/ 4/	Daily Rate 2/4/
Rate Schedule FTS-WBX								
Reservation Charge 3/	\$	18.406	0.561	0.086	0.053	0.00	19.106	0.6281
Commodity								
Maximum	¢	1.13	0.08	0.54	0.00	0.00	1.75	1.75
Minimum	¢	1.13	0.08	0.54	0.00	0.00	1.75	1.75
Overrun								
Maximum	¢	61.64	1.92	0.82	0.17	0.00	64.56	64.56
Minimum	¢	1.13	0.08	0.54	0.00	0.00	1.75	1.75

### **RECEIPTS FROM WEST ZONE to DELIVERY TO WEST ZONE:**

		Base Tariff Rate 1/2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/ 4/	Daily Rate 2/4/
Rate Schedule FTS-WBX								
Reservation Charge 3/	\$	16.089	0.561	0.086	0.053	0.00	16.789	0.5520
Commodity								
Maximum	¢	0.96	0.08	0.54	0.00	0.00	1.58	1.58
Minimum	¢	0.96	0.08	0.54	0.00	0.00	1.58	1.58
Overrun								
Maximum	¢	53.86	1.92	0.82	0.17	0.00	56.78	56.78
Minimum	¢	0.96	0.08	0.54	0.00	0.00	1.58	1.58

# **<u>RECEIPTS FROM EAST ZONE to DELIVERY TO WEST ZONE &</u> <u>RECEIPTS FROM WEST ZONE to DELIVERY TO EAST ZONE:</u>**

		Base Tariff Rate 1/2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/ 4/	Daily Rate 2/4/
Rate Schedule FTS-WBX								
Reservation Charge 3/	\$	31.686	0.561	0.086	0.053	0.00	32.386	1.0647
Commodity								
Maximum	¢	2.09	0.08	0.54	0.00	0.00	2.71	2.71
Minimum	¢	2.09	0.08	0.54	0.00	0.00	2.71	2.71
Overrun								
Maximum	¢	106.26	1.92	0.82	0.17	0.00	109.18	109.18
Minimum	¢	2.09	0.08	0.54	0.00	0.00	2.71	2.71

Appendix B-1 Preferred Case Clean Pro Forma V.22. Currently Effective Rates FTS-WBX Rates Version 33.0.1

- 1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.
- 2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.
- 3/ Minimum reservation charge is \$0.00.
- 4/ Transportation quantities received from TCO Pool that are delivered to points in either the East Zone or West Zone on Transporter's system shall be assessed the applicable East to East Zone path or West to West Zone path commodity charges, commodity surcharges, and Retainage, as provided for in this Tariff. Transportation quantities received from any point that a re delivered to TCO Pool shall not be assessed commodity charges, commodity surcharges, or Retainage. Service agreements with TCO Pool as a firm primary receipt point or firm primary delivery point will be assessed applicable reservation charges and reservation surcharges for either an East to East Zone path or West to West Zone path as determined by the zone location of the matching reciept/delivery point.

Currently Effective Rates Applicable to Rate Schedule FTS-MXP Incremental Mountaineer XPress Service Rate Per Dth

		Base Tariff Rate 1/ 2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/4/	Daily Rate 2/4/
Rate Schedule FTS-MXP								
Reservation Charge 3/	\$	18.406	0.561	0.086	0.053	0.00	19.106	0.6281
Commodity								
Maximum	¢	1.13	0.08	0.54	0.00	0.00	1.75	1.75
Minimum	¢	1.13	0.08	0.54	0.00	0.00	1.75	1.75
Overrun								
Maximum	¢	61.64	1.92	0.82	0.17	0.00	64.56	64.56
Minimum	¢	1.13	0.08	0.54	0.00	0.00	1.75	1.75

# **RECEIPTS FROM WEST ZONE to DELIVERY TO WEST ZONE:**

		Base Tariff Rate 1/2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/4/	Daily Rate 2/4/
Rate Schedule FTS-MXP								
Reservation Charge 3/	\$	33.206	0.561	0.086	0.053	0.00	33.906	1.1147
Commodity								
Maximum	¢	0.11	0.08	0.54	0.00	0.00	0.73	0.73
Minimum	¢	0.11	0.08	0.54	0.00	0.00	0.73	0.73
Overrun								
Maximum	¢	109.28	1.92	0.82	0.17	0.00	112.20	112.20
Minimum	¢	0.11	0.08	0.54	0.00	0.00	0.73	0.73

# **RECEIPTS FROM EAST ZONE to DELIVERY TO WEST ZONE & RECEIPTS FROM WEST ZONE to DELIVERY TO EAST ZONE:**

		Base Tariff Rate 1/2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/4/	Daily Rate 2/4/
Rate Schedule FTS-MXP								
Reservation Charge 3/	\$	48.803	0.561	0.086	0.053	0.00	49.503	1.6275
Commodity								
Maximum	¢	1.24	0.08	0.54	0.00	0.00	1.86	1.86
Minimum	¢	1.24	0.08	0.54	0.00	0.00	1.86	1.86
Overrun								
Maximum	¢	161.69	1.92	0.82	0.17	0.00	164.61	164.61
Minimum	¢	1.24	0.08	0.54	0.00	0.00	1.86	1.86

Appendix B-1 Preferred Case Clean Pro Forma V.23. Currently Effective Rates FTS-MXP Rates Version 32.0.1

- 1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.
- 2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.
- 3/ Minimum reservation charge is \$0.00.
- 4/ Transportation quantities received from TCO Pool that are delivered to points in either the East Zone or West Zone on Transporter's system shall be assessed the applicable East to East Zone path or West to West Zone path commodity charges, commodity surcharges, and Retainage, as provided for in this Tariff. Transportation quantities received from any point that are delivered to TCO Pool shall not be assessed commodity charges, commodity surcharges, or Retainage. Service agreements with TCO Pool as a firm primary receipt point or firm primary delivery point will be assessed applicable reservation charges and reservation surcharges for either an East to East Zone path or West to West Zone path as determined by the zone location of the matching receipt/delivery point.

Currently Effective Rates Applicable to Rate Schedule FTS-BXP Incremental Buckeye XPress Service Rate Per Dth

#### **RECEIPTS FROM WEST ZONE to DELIVERY TO WEST ZONE:**

		Base Tariff Rate 1/ 2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/4/	Daily Rate 2/4/
Rate Schedule FTS-BXP								
Reservation Charge 3/	\$	18.225	0.561	0.086	0.053	0.00	18.925	0.6222
Commodity								
Maximum	¢	0.00	0.08	0.54	0.00	0.00	0.62	0.62
Minimum	¢	0.00	0.08	0.54	0.00	0.00	0.62	0.62
Overrun								
Maximum	¢	59.92	1.92	0.82	0.17	0.00	62.84	62.84
Minimum	¢	0.00	0.08	0.54	0.00	0.00	0.62	0.62

1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.

2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.

3/ Minimum reservation charge is \$0.00.

4/ Transportation quantities received from TCO Pool that are delivered to any point in the West Zone on Transporter's system shall be assessed the applicable West to West Zone path commodity charges, commodity surcharges, and Retainage, as provided for in this Tariff. Transportation quantities received from any point that are delivered to TCO Pool shall not be assessed commodity charges, commodity surcharges, or Retainage. Service agreements with TCO Pool as a firm primary receipt point or firm primary delivery point will be assessed applicable reservation charges and reservation surcharges for the West to West Zone path.

## FSS RATE SCHEDULE FIRM STORAGE SERVICE

#### 1. AVAILABILITY

Service under this Rate Schedule is available from Columbia Gas Transmission, LLC (Transporter) to any Shipper, provided that (i) Transporter has sufficient facilities and storage capacity available to inject, store, and withdraw gas for Shipper, (ii) Transporter has awarded capacity to Shipper under the provisions of Section 4 (Availability of Capacity for Firm Services) of the General Terms and Conditions, through construction of facilities, or pursuant to Transporter's Order No. 636 restructuring proceeding in FERC Docket No. RS92-5-000, (iii) Shipper has executed an FSS Service Agreement with Transporter, and (iv) Shipper complies with the provisions of this Rate Schedule and with all other applicable provisions of this Tariff.

#### 2. <u>APPLICABILITY AND CHARACTER OF SERVICE</u>

(a) Service provided under this Rate Schedule shall be performed under Subpart B or G of Part 284 of the Commission's Regulations. Subject to the limitations set forth below, Transporter shall inject and store quantities and withdraw thermally equivalent quantities, less storage gas loss, for Shipper. Such service shall be provided on a firm basis and shall apply to all gas delivered to Transporter for Shipper and stored under this Rate Schedule, up to the Storage Contract Quantity (SCQ) set forth in Shipper's FSS Service Agreement. Shipper's Maximum Daily Storage Quantity (MDSQ) under this FSS Rate Schedule shall be that specified in Shipper's FSS Service Agreement.

(b) Service provided under this Rate Schedule (i) shall have the priority specified in Section 7 (Capacity Allocation) of the General Terms and Conditions, (ii) shall be subject to interruption to the extent provided in this Rate Schedule or in Section 16 (Interruptions of Service) of the General Terms and Conditions, and (iii) shall be subject to operational flow orders issued by Transporter to protect the integrity, including the performance capability, of its storage facilities, or otherwise to the extent provided in this Rate Schedule or in Section 17 (Operational Flow Orders) of the General Terms and Conditions.

(c) Shipper's FSS inventory under this Rate Schedule shall be increased or decreased by any actual imbalances (actual receipts compared to actual deliveries) created under any other Service Agreement(s) Shipper has with Transporter, except for the TPS Rate Schedule, and the imbalance shall be removed from such other Service Agreement(s); provided, however, a Rate Schedule TPS Shipper's FSS inventory may also be adjusted in accordance with the provisions of the TPS Rate Schedule. Such increase or decrease shall be deemed to be a storage injection or withdrawal under Shipper's FSS Service Agreement. Such a transfer to or from FSS inventory shall not relieve Shipper from its responsibility to pay all applicable transportation charges for the transportation into or out of storage. The appropriate maximum commodity charges and surcharges (and any overrun charges) will be assessed for the transportation into or out of storage under the appropriate transportation Service Agreement held by Shipper in the following order of

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priority, if Shipper holds more than one firm transportation agreement, up to the Transportation Demand under each: (i) SST Service Agreement; (ii) NTS Service Agreement; (iii) NTS-S Service Agreement; or (iv) FTS Service Agreement; provided, that Shipper may notify Transporter in writing of a preferred different order of priority for the specified Rate Schedules. Such notice must be received by Transporter at least 30 days prior to the beginning of the Month for which it is to be initially effective. To the extent that the resulting debit or credit to Shipper's FSS inventory (i) corrects a transportation imbalance not associated with city gate deliveries, and (ii) causes Shipper to exceed its SCQ, Transporter shall waive that portion of any penalty resulting from such debit or credit. Any such action shall not increase Transporter's firm service obligations.

(d) Subject to the limitations and requirements set forth in this Rate Schedule or in Shipper's FSS Service Agreement, Transporter shall (i) inject quantities received by Transporter from or on behalf of Shipper and designated by Shipper for delivery to "FSS Storage", up to the SCQ set forth in Shipper's FSS Service Agreement plus sufficient quantities for Storage Gas Loss Retainage, (ii) deliver to Shipper thermally equivalent quantities of gas, less Storage Gas Loss Retainage, up to the SCQ set forth in Shipper's FSS Service Agreement, and (iii) inject or withdraw quantities to correct imbalances, as provided for in paragraph (c) immediately above. Transporter shall not be obligated under this Rate Schedule on any Day to deliver to Shipper gas in excess of the quantities then held in storage for Shipper.

(e) Daily quantities nominated by Shipper for withdrawal from FSS storage under any of Shipper's transportation Service Agreements shall be deemed to be withdrawals from Shipper's FSS account.

(f) Service rights under an FSS Service Agreement may be released and assigned in accordance with Section 14 (Release and Assignment of Service Rights) of the General Terms and Conditions. Service to a replacement shipper under any such release and assignment shall be subject to the provisions set forth in this Rate Schedule and in the General Terms and Conditions. If a Shipper releases only a portion of its service rights under an FSS Service Agreement, such release shall not change the existing ratio of the SCQ and the MDSQ for Shipper's remaining unreleased service.

(g) Transporter and Shipper may mutually agree on a not unduly discriminatory basis to (i) different termination dates for specified volumes of Storage Contract Quantity and Maximum Daily Storage Quantity within the same Service Agreement and/or (ii) combine Service Agreements under this Rate Schedule into a single Service Agreement under this Rate Schedule with different termination dates for specified volumes of Storage Contract Quantity and Maximum Daily Storage Quantity. Transporter and Shipper may mutually agree to combine Service Agreements only to the extent that the individual Service Agreement's rates, terms, and conditions can be distinctly maintained and will not be altered by the combination. For each Service Agreement(s) executed in accordance with this Section 2(g), each of the varying termination dates and associated volumes of Storage Contract Quantity and Maximum Daily Storage Quantity will be set forth on a separate Appendix A to the Service Agreement applicable

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to service pursuant to this Rate Schedule. Each component with a different termination date for a specified volume of Storage Contract Quantity and Maximum Daily Storage Quantity within the same Service Agreement and reflected in a separate Appendix A will be regarded as a single Service Agreement for purposes of Shipper's exercise of any right of first refusal under the provisions of Section 4 of the General Terms and Conditions of Transporter's Tariff. In the event of a constraint or other occurrence that precludes combined nominations or allocations, Transporter may advise Shippers under such combined Service Agreements that capacity must be nominated separately, and is subject to separate allocation, pursuant to the terms of each separate Appendix A of the Service Agreement. Each Appendix A of the combined Service Agreements will be identified by its original contract number or such other identification convention determined to be applicable by Transporter.

### 3. INJECTIONS INTO STORAGE

(a) Transporter shall not be obligated on any Day to inject gas into storage for Shipper in excess of Shipper's Maximum Daily Injection Quantities (MDIQ), as described in this Section. A request by Shipper to make injections in excess of its MDIQ shall be submitted to Transporter electronically through Transporter's EBB, and shall be received by Transporter at least 24 hours in advance of the requested injections. In the event that Shipper makes such a request, Transporter will grant the request to the extent that additional injection flexibility exists during the time period of the request in accordance with Section 7 (Capacity Allocation) of the General Terms and Conditions.

(b) Injections under this Rate Schedule shall have the priority described in Section 7 (Capacity Allocation) of the General Terms and Conditions and shall be subject to interruption to the extent provided in this Rate Schedule or in Section 16 (Interruptions of Service) of the General Terms and Conditions. Except for reasons of force majeure, Shipper shall notify Transporter electronically through Transporter's EBB at least 24 hours in advance of any change in the daily quantities of gas Shipper desires to deliver or cause to be delivered to Transporter for storage under this Rate Schedule. If a force majeure event causes a material change in the quantities of gas that will be delivered to Transporter for storage on Shipper's behalf under this Rate Schedule, Shipper shall notify or cause Transporter to be notified as soon as possible after that force majeure event.

(c) Quantities to be stored hereunder may be delivered to Transporter throughout the year. The Maximum Monthly Injection Quantities (MMIQ) which may be injected during the Months shall be limited to the following percentages of Shipper's SCQ:

April	15%	August	18%	December	10%
May	20%	September	13%	January	10%
June	20%	October	9%	February	10%
July	20%	November	5%	March	10%

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Shipper's MDIQ shall be 1/25th of the applicable limitation on Shipper's MMIQ, except during the Months of November and December when the MDIQ shall be 1/30th of the applicable limitation on Shipper's MMIQ. A request by Shipper for permission to make injections in excess of its MMIQ shall be submitted to Transporter electronically through Transporter's EBB at least 24 hours in advance. Transporter shall grant any such request to the extent that: (i) additional injection flexibility exists during the time period of the request in accordance with Section 7 (Capacity Allocation) of the General Terms and Conditions; and (ii) Transporter, in its reasonable discretion, can operationally accommodate the request(s).

(d) A Shipper under this Rate Schedule may have no more than 60% of its SCQ in storage as of June 30, and no more than 85% of its SCQ in storage as of August 31. Quantities in excess of 60% of Shipper's SCQ as of June 30, or 85% of Shipper's SCQ as of August 31, shall not be carried over beyond June 30 or August 31, as applicable.

(e) Quantities nominated for delivery to Shipper's delivery points on any Day under all Service Agreements with Transporter held by Shipper and by other shippers delivering to Shipper, but not taken by Shipper on such Day, shall be deemed to be injections into FSS Storage for Shipper under this Rate Schedule.

(f) Transporter may waive a Shipper's default of any of the limitations set forth in this Section that has already occurred. In addition, Transporter may waive a Shipper's default of such limitations in advance, provided that such a waiver is to address a specific, temporary, operational problem. Any waiver granted pursuant to this Section must be granted in a non-discriminatory manner on a case-by-case basis.

### 4. WITHDRAWALS FROM STORAGE

At or before 11:00 a.m. Eastern Time on the Day before the Day on which (a) Shipper desires deliveries from Transporter under this Rate Schedule, or at such later time as Transporter may from time to time specify, Shipper shall notify Transporter electronically through Transporter's EBB of the quantities to be withdrawn and delivered by Transporter to or for Shipper for transportation and the dates on which such withdrawals are requested. When Shipper's actual takes will not match total nominated withdrawal quantities, Shipper shall notify Transporter electronically through Transporter's EBB in advance on the delivery Day by means of revised nominations. Transporter shall not be obligated on any Day to withdraw and deliver gas to Shipper in excess of Shipper's Maximum Daily Withdrawal Quantity (MDWQ), as described in this Section, plus sufficient quantities for Retainage under Shipper's transportation Service Agreement with Transporter. A request by Shipper for permission to make withdrawals in excess of its MDWQ shall be submitted to Transporter electronically through Transporter's EBB at least 24 hours in advance. In the event that Shipper makes such a request, Transporter will grant the request to the extent that additional withdrawal flexibility exists during the time period of the request in accordance with Section 7 (Capacity Allocation) of the General Terms and Conditions.

(b) Transporter shall deliver Shipper's SCQ throughout the year, subject to the limitations set forth herein. Shipper's MDWQ shall be based upon and limited by Shipper's SCQ inventory remaining in storage determined in accordance with Transporter's best estimates as follows:

% of SCQ in Inventory	MDWQ as a % of MDSQ
100% to 30%	100%
less than 30% to 20%	80%
less than 20% to 10%	65%
less than 10% to 0%	50%

(c) The minimum and maximum monthly net withdrawal quantities for the Months November through March shall be as follows:

<u>Month</u>	Minimum % of SCQ	Maximum % <u>of SCQ</u>
November	No minimum	40%
December	No minimum	40%
January	No minimum	40%
February	10%	30%
March	10%	20%

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A request by Shipper for permission to make withdrawals in excess of its maximum monthly net withdrawal limit shall be submitted to Transporter electronically through Transporter's EBB at least 24 hours in advance. Transporter shall grant any such request to the extent that: (i) additional withdrawal flexibility exists during the time period of the request in accordance with Section 7 (Capacity Allocation) of the General Terms and Conditions; and (ii) Transporter, in its reasonable discretion, can operationally accommodate the request(s). If Shipper exceeds the maximum monthly net withdrawal limit during any of the Months November through March, Shipper's maximum monthly net withdrawal quantity for the succeeding Month shall be reduced by an amount equal to the excess quantities withdrawn during the excess withdrawal Month. Shipper's withdrawals during the Months April through October shall not be subject to maximum or minimum withdrawal limits; provided, however, that Shipper's withdrawals during that period shall be subject to the limitations of Shipper's SCQ levels.

(d) Shipper's maximum storage inventory on April 1 shall not exceed 25% of its SCQ. Shipper's maximum storage inventory on February 1 shall not exceed 65% of its SCQ. Quantities in excess of 25% of Shipper's SCQ on April 1, or 65% of Shipper's SCQ on February 1, shall not be carried over beyond April 1 or February 1, as applicable.

(e) Quantities taken on any Day by Shipper under all Service Agreements with Transporter held by Shipper and by other shippers delivering to Shipper, but not nominated by Shipper on such Day, shall be deemed to be withdrawals from FSS storage for Shipper under this Rate Schedule.

(f) Shipper may withdraw from storage on an interruptible basis, quantities in excess of Shipper's MDWQ. Such interruptible withdrawals shall have the priority set forth in Section 7 (Capacity Allocation) of the General Terms and Conditions and shall be subject to interruption as set forth in Section 16 (Interruptions of Service) of the General Terms and Conditions.

(g) Transporter may waive a Shipper's default of any of the limitations set forth in this Section that has already occurred. In addition, Transporter may waive a Shipper's default of such limitations in advance, provided that such a waiver is to address a specific, temporary, operational problem. Any waiver granted pursuant to this Section must be granted in a non-discriminatory manner on case-by-case basis.

## 5. <u>RECEIPT AND DELIVERY POINTS</u>

Service under this Rate Schedule shall not be subject to the flexible receipt and delivery point provisions of Section 11 (Flexible Primary and Secondary Receipt and Delivery Points) of the General Terms and Conditions. The point of delivery for all gas tendered to Transporter for storage under this Rate Schedule shall be designated in transportation Service Agreement(s) with Transporter as "FSS Storage." The point of receipt for all gas delivered by Transporter to Shipper hereunder shall be designated in Shipper's Service Agreements with Transporter as "FSS Storage."

# 6. <u>RATE</u>

(a) The charges to be paid by Shipper, as set forth in paragraph (b) below, shall be no higher than any applicable maximum charges and no lower than any applicable minimum charges set forth in the currently effective Part V.9 of this Tariff, unless otherwise mutually agreed to by Transporter and Shipper with respect to the charges identified in Section 6(b) below.

(b) For all service rendered under this Rate Schedule, Shipper each month shall pay Transporter the charges set forth below, unless otherwise mutually agreed to by Transporter and Shipper with respect to the charges identified in Section 6(b) below and specified in Shipper's FSS Service Agreement.

(1) <u>Reservation Charge</u>. The maximum Reservation Charge for each Month, assessed on each Dth of the MDSQ specified in Shipper's FSS Service Agreement.

(2) <u>Capacity Charge</u>. The maximum Capacity Charge for each Month, assessed on each Dth of the SCQ specified in Shipper's FSS Service Agreement.

(3) <u>Injection Charge</u>. The Injection Charge per Dth of daily net gas injections of gas into storage by Transporter during the Month for the account of Shipper under this Rate Schedule.

(4) <u>Withdrawal Charge</u>. The Withdrawal Charge per Dth of daily net withdrawals of gas from storage for delivery by Transporter during the Month to or for the account of Shipper.

(5) <u>Overrun Charge</u>. The applicable maximum Overrun Charge per Dth of gas delivered on any Day during the Month in excess of Shipper's MDSQ.

(6) <u>Surcharges</u>. The surcharges applicable to this Rate Schedule.

(c) The charges and surcharges described in this Rate Schedule are subject to adjustment in accordance with the procedures set forth in the General Terms and Conditions.

(d) From the quantities delivered into storage for Shipper, Transporter shall retain the Storage Gas Loss Retainage Percentage of gas specified in the currently effective Part V.17, unless otherwise negotiated by Transporter and Shipper, and specified in Shipper's FSS Service Agreement. That percentage shall be subject to adjustment in accordance with Section 35 (Retainage Adjustment Mechanism) of the General Terms and Conditions.

(e) Shipper shall remain responsible for all property or other taxes associated with the quantities held for Shipper in storage under this Rate Schedule. Transporter periodically shall

report to Shipper the quantities in storage, allocated by State, to enable Shipper to calculate and pay all taxes associated with those storage quantities. All of Transporter's storage fields shall be treated conjunctively and each Shipper's storage gas shall be deemed to be proportionally allocated to all of Transporter's storage fields based on total working gas in storage.

(f) The Reservation Charge shall apply as of the date service is deemed to commence by the terms of Shipper's FSS Service Agreement.

(g) Transporter shall be responsible for any loss, cost, or expense arising from any loss of Shipper's gas in Transporter's storage that results from Transporter's negligence or failure to exercise due diligence. Notwithstanding the provisions in Section 22 (Possession of Gas) of the General Terms and Conditions, Shipper shall be responsible for obtaining its own insurance for any gas in storage, and shall hold Transporter harmless from any loss, cost, or expense arising from any loss of storage gas that results from a force majeure event or that is not the result of Transporter's negligence or failure to exercise due diligence.

# 7. <u>PENALTIES</u>

(a) If Shipper fails to comply with an interruption order issued by Transporter pursuant to this Rate Schedule or Section 16 (Interruptions of Service) of the General Terms and Conditions and thereby causes:

(1) Injections in excess of 103 percent of the lowered MDIQ set by Transporter's interruption order (Lowered Quantity), Shipper shall be assessed and pay penalties based on a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts Gas Daily price survey for all quantities tendered in excess of its Lowered Quantity; or

(2) Withdrawals in excess of 103 percent of the lowered MDWQ set by Transporter's interruption order (Lowered Quantity), Shipper shall be assessed and pay penalties based on the higher of: (i) a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts <u>Gas</u> <u>Daily</u> price survey or (ii) a price per Dth equal to 150 percent of the highest midpoint posting for either: Mich Con City-gate, Transco, Zone 6 Non-N.Y., or Texas Eastern, M-2 Receipts as published in Platts <u>Gas Daily</u> price survey for all quantities taken in excess of its Lowered Quantity. Section 7(a)(2)(ii) penalties will only be assessed on days in which the daily spot price of gas exceeds three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia."

(b) If Shipper fails to comply with an operational flow order issued by Transporter pursuant to Section 17 (Operational Flow Orders) of the General Terms and Conditions, a penalty based on the higher of: (i) a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts <u>Gas Daily</u> price survey or (ii) a price per Dth equal to 150 percent of the highest midpoint posting for either: Mich Con

City-gate, Transco, Zone 6 Non-N.Y., or Texas Eastern, M-2 Receipts as published in Platts <u>Gas</u> <u>Daily</u> price survey shall be assessed to Shipper for all quantities in violation of that operational flow order. Section 7(b)(ii) penalties will only be assessed on days in which the daily spot price of gas exceeds three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia."

(c) On any Day on which Shipper's injections into storage exceed 110 percent of its applicable MDIQ as described in Section 3(c) of this Rate Schedule, Shipper shall pay Transporter a penalty of \$5.00 per Dth for all quantities injected in excess of 110 percent of its MDIQ.

(d) In any Month in which Shipper's total monthly injection quantities exceed 105 percent of the applicable MMIQ as described in Section 3 of this Rate Schedule, Shipper shall pay Transporter a penalty of \$5.00 per Dth for all quantities injected in excess of 105 percent of the applicable MMIQ.

(e) In any Month in which Shipper's net withdrawals from storage exceed the applicable limits set forth in Section 4 of this Rate Schedule, Shipper shall pay Transporter a penalty of \$5.00 per Dth for all quantities withdrawn in excess of such limits.

(f) If Shipper's injections into storage on any Day exceed its SCQ, Shipper shall pay Transporter a penalty of \$5.00 per Dth for all quantities injected in excess of its SCQ. If Shipper's withdrawals from storage on any Day result in its FSS account having a negative SCQ balance, Shipper shall pay Transporter a penalty of \$5.00 per Dth.

(g) On any Day in which Shipper's unauthorized withdrawals from storage exceed 103 percent of its applicable MDWQ, as described in Section 4(b) of this Rate Schedule, Shipper shall pay Transporter a penalty based on the higher of: (i) a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts <u>Gas Daily</u> price survey or (ii) a price per Dth equal to 150 percent of the highest midpoint posting for either: Mich Con City-gate, Transco, Zone 6 Non-N.Y., or Texas Eastern, M-2 Receipts as published in Platts <u>Gas Daily</u> price survey for all quantities withdrawn in excess of 103 percent of its MDWQ, provided Transporter shall reduce penalties under this provision to the extent Shipper may pay penalties under Service Agreements under other Rate Schedules for the same quantities. Section 7(g)(ii) penalties will only be assessed on days in which the daily spot price for gas exceeds three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia."

(h) If Shipper: (i) violates an operational flow order issued by Transporter to withdraw quantities; (ii) fails to withdraw the minimum monthly withdrawal quantity as described in Section 4(c) of this Rate Schedule; (iii) carries over quantities beyond June 30 in excess of 60%, or beyond August 31 excess of 85%, of a Shipper's SCQ limitation as set forth in Section 3(d) of this Rate Schedule; or (iv) carries over quantities beyond April 1 in excess of 25%, or beyond February 1 in excess of 65%, of a Shipper's SCQ limitation as set forth in Section 4(d) of this Rate Schedule, any such quantities automatically shall be forfeited by Shipper to Transporter, free and clear of all liens and encumbrances. Transporter shall post such

forfeited quantities on its EBB as gas available for sale to the highest bidder within a 24 hour notice period. Such posting may provide as a condition of sale that such gas be withdrawn from storage within a period of time to be specified in the notice. Upon receipt of payment, Transporter shall treat the forfeited gas proceeds as Penalty Revenues as defined in Section 19.6 of the General Terms and Conditions.

(i) All penalties and charges assessed under this Section shall be assessed and paid in addition to all applicable storage rates and charges under this Rate Schedule, including any overrun charges.

(j) In the event Shipper seeks to avoid any penalty provided for in this Section on the ground that such charge was incurred because of a force majeure event as defined in Section 15 (Force Majeure) of the General Terms and Conditions, Shipper shall document such force majeure event to Transporter. Transporter shall waive penalties to the extent that it determines that the imbalance was caused by a bona fide force majeure event as defined in said Section 15.

(k) Transporter may waive its right to collect all or any portion of penalties assessed against Shipper or its right to retain all or any portion of Shipper's gas, provided that any such waiver is granted in a nondiscriminatory manner.

## 8. <u>GENERAL TERMS AND CONDITIONS</u>

All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof, with the exception of Sections 11, 19.1, 19.2, and 19.4, 33, 34, 36 through 41, 44 and 45.

### FSS-M RATE SCHEDULE FIRM STORAGE SERVICE WITH MARKET-BASED RATES

#### 1. AVAILABILITY

Service under this Rate Schedule is available from Columbia Gas Transmission, LLC (Transporter) to any Shipper, provided that (i) Transporter has sufficient facilities and storage capacity available to inject, store, and withdraw gas for Shipper, (ii) Transporter has awarded capacity to Shipper under the provisions of Section 50 (Storage Service with Market-Based Rates) of the General Terms and Conditions (iii) Shipper has executed an FSS-M Service Agreement with Transporter, and (iv) Shipper complies with the provisions of this Rate Schedule and with all other applicable provisions of this Tariff.

### 2. APPLICABILITY AND CHARACTER OF SERVICE

(a) Subject to the limitations set forth below, Transporter will inject and store quantities and withdraw thermally equivalent quantities, less storage gas loss, for Shipper. This service will be provided on a firm basis and will apply to all gas delivered to Transporter for Shipper and stored under this Rate Schedule, up to the Storage Contract Quantity (SCQ) set forth in Shipper's FSS-M Service Agreement. Shipper's Maximum Daily Storage Quantity (MDSQ) under this FSS-M Rate Schedule will be specified in Shipper's FSS-M Service Agreement.

(b) Service provided under this Rate Schedule will: (i) have the priority specified in Section 7 (Capacity Allocation) of the General Terms and Conditions, (ii) be subject to interruption to the extent provided in this Rate Schedule or in Section 16 (Interruptions of Service) of the General Terms and Conditions, and (iii) be subject to operational flow orders issued by Transporter to protect the integrity, including the performance capability, of its storage facilities, or otherwise to the extent provided in this Rate Schedule or in Section 17 (Operational Flow Orders) of the General Terms and Conditions.

(c) Subject to the limitations and requirements set forth in this Rate Schedule or in Shipper's FSS-M Service Agreement, Transporter will (i) inject quantities received by Transporter from or on behalf of Shipper and designated by Shipper for delivery to "FSS-M Storage", up to the SCQ set forth in Shipper's FSS-M Service Agreement plus sufficient quantities for Storage Gas Loss Retainage, (ii) deliver to Shipper thermally equivalent quantities of gas, less Storage Gas Loss Retainage, up to the SCQ set forth in Shipper's FSS-M Service Agreement, and (iii) inject or withdraw quantities to correct imbalances, as provided for in paragraph (c) immediately above. Transporter will not be obligated under this Rate Schedule on any Day to deliver to Shipper gas in excess of the quantities then held in storage for Shipper.

(d) Daily quantities nominated by Shipper for withdrawal from FSS-M storage under any of Shipper's transportation Service Agreements will be deemed to be withdrawals from Shipper's FSS-M account.

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(e) Service rights under an FSS-M Service Agreement may be released and assigned in accordance with Section 14 (Release and Assignment of Service Rights) of the General Terms and Conditions. Service to a replacement shipper under any release and assignment will be subject to the provisions set forth in this Rate Schedule and in the General Terms and Conditions. If a Shipper releases only a portion of its service rights under an FSS-M Service Agreement, that release will not change the existing ratio of the SCQ and the MDSQ for Shipper's remaining unreleased service.

Transporter and Shipper may mutually agree on a not unduly discriminatory basis (f) to (i) different termination dates for specified volumes of Storage Contract Quantity and Maximum Daily Storage Quantity within the same Service Agreement and/or (ii) combine multiple Service Agreements under this Rate Schedule into a single Service Agreement under this Rate Schedule with different termination dates for specified volumes of Storage Contract Quantity and Maximum Daily Storage Quantity. Transporter and Shipper may mutually agree to combine Service Agreements only if the individual Service Agreement's rates, terms, and conditions can be distinctly maintained and will not be altered by the combination. For each Service Agreement(s) executed in accordance with this Section 2(f), each of the varying termination dates and associated volumes of Storage Contract Quantity and Maximum Daily Storage Quantity will be set forth on a separate Appendix A to the Service Agreement applicable to service pursuant to this Rate Schedule. Each component with a different termination date for a specified volume of Storage Contract Quantity and Maximum Daily Storage Quantity within the same Service Agreement and reflected in a separate Appendix A will be regarded as a single Service Agreement for purposes of Shipper's exercise of any right of first refusal under the provisions of Section 4 of the General Terms and Conditions of Transporter's Tariff. If a constraint or other occurrence precludes combined nominations or allocations, Transporter may advise Shippers under combined Service Agreements that capacity must be nominated separately, and is subject to separate allocation, pursuant to the terms of each separate Appendix A of the Service Agreement. Each Appendix A of the combined Service Agreements will be identified by its original contract number or such other identification convention determined to be applicable by Transporter.

## 3. <u>INJECTIONS INTO STORAGE</u>

(a) Transporter will not be obligated on any Day to inject gas into storage for Shipper in excess of Shipper's Maximum Daily Injection Quantities (MDIQ), as described in this Section. A request by Shipper to make injections in excess of its MDIQ must be submitted to Transporter electronically through Transporter's EBB and be received by Transporter at least 24 hours in advance of the requested injections. If Shipper makes such a request, Transporter will grant the request if there is additional injection flexibility during the time period of the request in accordance with Section 7 (Capacity Allocation) of the General Terms and Conditions.

(b) Injections under this Rate Schedule will have the priority described in Section 7 (Capacity Allocation) of the General Terms and Conditions and will be subject to interruption to the extent provided in this Rate Schedule or in Section 16 (Interruptions of Service) of the

General Terms and Conditions. Except for reasons of force majeure, Shipper must notify Transporter electronically through Transporter's EBB at least 24 hours in advance of any change in the daily quantities of gas Shipper desires to deliver or cause to be delivered to Transporter for storage under this Rate Schedule. If a force majeure event causes a material change in the quantities of gas that will be delivered to Transporter for storage on Shipper's behalf under this Rate Schedule, Shipper must notify or cause Transporter to be notified as soon as possible after that force majeure event.

(c) Quantities to be stored hereunder may be delivered to Transporter throughout the year. The Maximum Monthly Injection Quantities (MMIQ) that may be injected during the Months will be limited to the following percentages of Shipper's SCQ:

April	15%	August	18%	December	10%
May	20%	September	13%	January	10%
June	20%	October	9%	February	10%
July	20%	November	5%	March	10%

Shipper's MDIQ will be 1/25th of the applicable limitation on Shipper's MMIQ, except during the Months of November and December when the MDIQ will be 1/30th of the applicable limitation on Shipper's MMIQ. A request by Shipper for permission to make injections in excess of its MMIQ must be submitted to Transporter electronically through Transporter's EBB at least 24 hours in advance. Transporter will grant any such request if: (i) there is additional injection flexibility during the time period of the request in accordance with Section 7 (Capacity Allocation) of the General Terms and Conditions; and (ii) Transporter, in its reasonable discretion, can operationally accommodate the request(s).

(d) A Shipper under this Rate Schedule may have no more than 60% of its SCQ in storage as of June 30, and no more than 85% of its SCQ in storage as of August 31. Quantities in excess of 60% of Shipper's SCQ as of June 30, or 85% of Shipper's SCQ as of August 31, shall not be carried over beyond June 30 or August 31, as applicable.

(e) Quantities nominated for delivery to Shipper's delivery points on any Day under all Service Agreements with Transporter held by Shipper and by other shippers delivering to Shipper, but not taken by Shipper on such Day, will be deemed to be injections into FSS-M Storage for Shipper under this Rate Schedule.

(f) Transporter may waive a Shipper's default of any of the limitations set forth in this Section that has already occurred. In addition, Transporter may waive a Shipper's default of these limitations in advance, provided that the waiver is required to address a specific, temporary, operational problem. Any waiver granted pursuant to this Section must be granted in a non-discriminatory manner on a case-by-case basis.

## 4. WITHDRAWALS FROM STORAGE

At or before 11:00 a.m. Eastern Time on the Day before the Day on which (a) Shipper desires deliveries from Transporter under this Rate Schedule, or at such later time as Transporter may from time to time specify, Shipper will notify Transporter electronically through Transporter's EBB of the quantities to be withdrawn and delivered by Transporter to or for Shipper for transportation and the dates on which these withdrawals are requested. When Shipper's actual takes will not match total nominated withdrawal quantities, Shipper will notify Transporter electronically through Transporter's EBB in advance on the delivery Day by submitting revised nominations. Transporter will not be obligated on any Day to withdraw and deliver gas to Shipper in excess of Shipper's Maximum Daily Withdrawal Quantity (MDWQ), as described in this Section, plus sufficient quantities for Retainage under Shipper's transportation Service Agreement with Transporter. A request by Shipper for permission to make withdrawals in excess of its MDWQ must be submitted to Transporter electronically through Transporter's EBB at least 24 hours in advance. Transporter will grant these requests if there is additional withdrawal flexibility during the time period of the request, in accordance with Section 7 (Capacity Allocation) of the General Terms and Conditions.

(b) Transporter will deliver Shipper's SCQ throughout the year, subject to the limitations set forth herein. Shipper's MDWQ will be based upon and limited by Shipper's SCQ inventory remaining in storage determined in accordance with Transporter's best estimates as follows:

% of SCQ in Inventory	MDWQ as a % of MDSQ
100% to 30%	100%
less than 30% to 20%	80%
less than 20% to 10%	65%
less than 10% to 0%	50%

(c) The minimum and maximum monthly net withdrawal quantities for the Months November through March will be as follows:

<u>Month</u>	Minimum % of SCQ	Maximum % <u>of SCQ</u>
November	No minimum	40%
December	No minimum	40%
January	No minimum	40%
February	10%	30%
March	10%	20%

Any request by Shipper for permission to make withdrawals in excess of its maximum monthly net withdrawal limit must be submitted to Transporter electronically through Transporter's EBB at least 24 hours in advance. Transporter will grant the request if: (i) there is additional withdrawal flexibility during the time period of the request, in accordance with Section 7 (Capacity Allocation) of the General Terms and Conditions; and (ii) Transporter, in its

reasonable discretion, can operationally accommodate the request(s). If Shipper exceeds the maximum monthly net withdrawal limit during any of the Months November through March, Shipper's maximum monthly net withdrawal quantity for the succeeding Month will be reduced by an amount equal to the excess quantities withdrawn during the excess withdrawal Month. Shipper's withdrawals during the Months April through October will not be subject to maximum or minimum withdrawal limits; provided, however, that Shipper's withdrawals during that period will be subject to the limitations of Shipper's SCQ levels.

(d) Shipper's maximum storage inventory on April 1 must not exceed 25% of its SCQ. Shipper's maximum storage inventory on February 1 must not exceed 65% of its SCQ. Quantities in excess of 25% of Shipper's SCQ will not be carried over beyond April 1.

(e) Quantities taken on any Day by Shipper under all Service Agreements with Transporter held by Shipper and by other shippers delivering to Shipper, but not nominated by Shipper on such Day, will be deemed to be withdrawals from FSS-M storage for Shipper under this Rate Schedule.

(f) Shipper may withdraw from storage, on an interruptible basis, quantities in excess of Shipper's MDWQ. These interruptible withdrawals will have the priority set forth in Section 7 (Capacity Allocation) of the General Terms and Conditions and will be subject to interruption as set forth in Section 16 (Interruptions of Service) of the General Terms and Conditions.

(g) Transporter may waive a Shipper's default of any of the limitations set forth in this Section that has already occurred. In addition, Transporter may waive a Shipper's default of these limitations in advance, provided that the waiver is required to address a specific, temporary, operational problem. Any waiver granted pursuant to this Section must be granted in a non-discriminatory manner on case-by-case basis.

## 5. <u>RECEIPT AND DELIVERY POINTS</u>

Service under this Rate Schedule will not be subject to the flexible receipt and delivery point provisions of Section 11 (Flexible Primary and Secondary Receipt and Delivery Points) of the General Terms and Conditions. The point of delivery for all gas tendered to Transporter for storage under this Rate Schedule will be designated in transportation Service Agreement(s) with Transporter as "FSS-M Storage." The point of receipt for all gas delivered by Transporter to Shipper hereunder will be designated in Shipper's Service Agreements with Transporter as "FSS-M Storage."

## 6. <u>RATE</u>

(a) The applicable rate for service under this Rate Schedule will be a negotiated market-based rate as provided in Shipper's FSS-M Service Agreement.

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(b) From the quantities delivered into storage for Shipper, Transporter will retain the Storage Gas Loss Retainage Percentage of gas specified in Transporter's currently effective Tariff, unless otherwise negotiated by Transporter and Shipper, and specified in Shipper's FSS-M Service Agreement. That percentage will be subject to adjustment in accordance with Section 35 (Retainage Adjustment Mechanism) of the General Terms and Conditions. The Storage Gas Loss Retainage Percentage applicable to Rate Schedule FSS-M will be calculated separately in Transporter's annual Retainage Adjustment Mechanism filings.

(c) Shipper will remain responsible for all property or other taxes associated with the quantities held for Shipper in storage under this Rate Schedule. Transporter will periodically report to Shipper the quantities in storage, allocated by State, to enable Shipper to calculate and pay all taxes associated with those storage quantities. The Crawford and Weaver storage fields, which are subject to market-based rates, will be treated conjunctively and Shipper's storage gas will be deemed to be proportionally allocated to these storage fields based on total working gas in storage held in capacity subject to market-based rate rates.

(d) Transporter will be responsible for any loss, cost, or expense arising from any loss of Shipper's gas in Transporter's storage that results from Transporter's negligence or failure to exercise due diligence. Notwithstanding the provisions in Section 22 (Possession of Gas) of the General Terms and Conditions, Shipper will be responsible for obtaining its own insurance for any gas in storage, and will hold Transporter harmless from any loss, cost, or expense arising from any loss of storage gas that results from a force majeure event or that is not the result of Transporter's negligence or failure to exercise due diligence.

## 7. <u>PENALTIES</u>

(a) If Shipper fails to comply with an interruption order issued by Transporter pursuant to this Rate Schedule or Section 16 (Interruptions of Service) of the General Terms and Conditions and:

(1) Causes injections in excess of 103 percent of the lowered MDIQ set by Transporter's interruption order (Lowered Quantity), then Shipper will be assessed and pay penalties based on a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts Gas Daily price survey for all quantities tendered in excess of its Lowered Quantity; or

(2) Causes withdrawals in excess of 103 percent of the Lowered Quantity, Shipper will be assessed and pay penalties based on the higher of: (i) a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts <u>Gas Daily</u> price survey or (ii) a price per Dth equal to 150 percent of the highest midpoint posting for either: Mich Con City-gate, Transco, Zone 6 Non-N.Y., or Texas Eastern, M-2 Receipts as published in Platts <u>Gas Daily</u> price survey for all quantities taken in excess of its Lowered Quantity. Section 7(a)(2)(ii) penalties will only be assessed on days in which the daily spot price of gas exceeds three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia."

(b) If Shipper fails to comply with an operational flow order issued by Transporter pursuant to Section 17 (Operational Flow Orders) of the General Terms and Conditions, a penalty based on the higher of: (i) a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts <u>Gas Daily</u> price survey or (ii) a price per Dth equal to 150 percent of the highest midpoint posting for either: Mich Con City-gate, Transco, Zone 6 Non-N.Y., or Texas Eastern, M-2 Receipts as published in Platts <u>Gas Daily</u> price survey will be assessed to Shipper for all quantities in violation of that operational flow order. Section 7(b)(ii) penalties will only be assessed on days in which the daily spot price of gas exceeds three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia."

(c) On any Day that Shipper's injections into storage exceed 110 percent of its applicable MDIQ, as described in Section 3(c) of this Rate Schedule, Shipper will pay Transporter a penalty of \$5.00 per Dth for all quantities injected in excess of 110 percent of its MDIQ.

(d) In any Month in which Shipper's total monthly injection quantities exceed 105 percent of the applicable MMIQ as described in Section 3 of this Rate Schedule, Shipper will pay Transporter a penalty of \$5.00 per Dth for all quantities injected in excess of 105 percent of the applicable MMIQ.

(e) In any Month in which Shipper's net withdrawals from storage exceed the applicable limits set forth in Section 4 of this Rate Schedule, Shipper will pay Transporter a penalty of \$5.00 per Dth for all quantities withdrawn in excess of those limits.

(f) If Shipper's injections into storage on any Day exceed its SCQ, Shipper will pay Transporter a penalty of \$5.00 per Dth for all quantities injected in excess of its SCQ. If Shipper's withdrawals from storage on any Day result in its FSS-M account having a negative SCQ balance, Shipper will pay Transporter a penalty of \$5.00 per Dth.

(g) On any Day that Shipper's unauthorized withdrawals from storage exceed 103 percent of its applicable MDWQ, as described in Section 4(b) of this Rate Schedule, Shipper will pay Transporter a penalty based on the higher of: (i) a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts Gas Daily price survey or (ii) a price per Dth equal to 150 percent of the highest midpoint posting for either: Mich Con City-gate, Transco, Zone 6 Non-N.Y., or Texas Eastern, M-2 Receipts as published in Platts <u>Gas Daily</u> price survey for all quantities withdrawn in excess of 103 percent of its MDWQ; provided, however, that Transporter will reduce penalties under this provision if Shipper is required to pay penalties under Service Agreements under other Rate Schedules for the same quantities. Section 7(g)(ii) penalties will only be assessed on days in which the daily spot price of gas exceeds three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia."

(h) If Shipper: (i) violates an operational flow order issued by Transporter to withdraw quantities; (ii) fails to withdraw the minimum monthly withdrawal quantity as described in Section 4(c) of this Rate Schedule; (iii) carries over quantities beyond June 30 in excess of 60%, or beyond August 31 in excess of 85%, of a Shipper's SCQ limitation as set forth in Section 3(d) of this Rate Schedule; or (iv) carries over quantities beyond April 1 in excess of 25%, or beyond February 1 in excess of 65%, of a Shipper's SCQ limitation as set forth in Section 4(d) of this Rate Schedule, those quantities will automatically be forfeited by Shipper to Transporter, free and clear of all liens and encumbrances. Transporter will post these forfeited quantities on its EBB as gas available for sale to the highest bidder within a 24 hour notice period. This posting may provide as a condition of sale that the gas be withdrawn from storage within a specified period of time. Upon receipt of payment, Transporter will treat the forfeited gas proceeds as Penalty Revenues as defined in the General Terms and Conditions.

(i) All penalties and charges assessed under this Section will be assessed and paid in addition to all applicable storage rates and charges under this Rate Schedule, including any overrun charges.

(j) If Shipper seeks to avoid any penalty provided for in this Section on the ground that the charge was incurred because of a force majeure event as defined in Section 15 (Force Majeure) of the General Terms and Conditions, Shipper must document the force majeure event to Transporter. Transporter will waive penalties to if it determines that the imbalance was caused by a bona fide force majeure event.

(k) Transporter may waive its right to collect all or any portion of penalties assessed against Shipper or its right to retain all or any portion of Shipper's gas, provided that any such waiver is granted in a nondiscriminatory manner.

## 8. <u>GENERAL TERMS AND CONDITIONS</u>

All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof, with the exception of Sections 4, 11, 19.1, 19.2, and 19.4, 33, 34, 36 through 42, 44 and 45.

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### 1. <u>DEFINITIONS</u>

1.1 "<u>Administrator</u>" shall mean the party designated by the Principals to act on their behalf under a Multi-Party Service Agreement.

1.2 "<u>Billing Month</u>" shall mean the period elapsed between consecutive final monthly meter readings and, when referred to in terms of a calendar month, shall mean that calendar month in which the majority of the Billing Month occurs.

- 1.3 "<u>Btu</u>" shall mean the British thermal unit as defined by international standards.
- 1.4 "<u>Business Day</u>" shall mean Monday through Friday, excluding Federal Banking Holidays.

1.5 "<u>Central Clock Time</u>" or "<u>CT</u>" shall mean Central Standard Time adjusted for Daylight Savings Time. Unless otherwise stated, all times in the Tariff are Central Clock Time.

1.6 "<u>Commission</u>" shall mean the Federal Energy Regulatory Commission.

1.7 "<u>Confirmations</u>" shall mean the process of Transporter agreeing with Interconnecting Operators on quantities that should flow at a location based on nominations received by Transporter and the Interconnecting Operator. Related confirmation terms are:

(a) "<u>Confirming Party</u>" shall mean the entity that Transporter shall contact for confirmation of a quantity of gas with respect to a nomination at a location. Confirming Parties include Interconnecting Operators or upstream/downstream title holders.

(b) "<u>Confirmation by Exception</u>" or "<u>CBE</u>" means that the Confirming Parties agree that one party deems that all requests at a location are confirmed by the other party (the CBE party) without response communication from that party. The CBE party can take exception to the request by so informing the other party within a mutually agreed upon time frame.

(c) "<u>Explicit Confirmation</u>" shall mean the requirement that the Confirming Party respond to a Request for Confirmation or initiate an unsolicited Confirmation Response. Absent mutual agreement to the contrary, Explicit Confirmation is the default confirmation methodology.

1.8 "<u>Critical Notice</u>" shall mean any notice pertaining to information on system conditions that affect scheduling or adversely affect scheduled gas flow.

1.9 "<u>Cubic Foot</u>" and "<u>Standard Cubic Foot</u>" shall mean that quantity of natural gas that occupies one cubic foot of volume at the Volumetric Measurement Base defined in Section 26.2 of the General Terms and Conditions.

1.10 "<u>Designated Site</u>" shall mean the electronic address used to contact an entity for EDI transmission.

1.11 "<u>Dth</u>" or "<u>Dekatherm</u>" shall mean one million Btu. The standard quantity for nominations, confirmation and scheduling is dekatherms per Gas Day in the United States, and gigajoules per Gas Day in Canada and Mexico. (For reference 1 dekatherm = 1,000,000 Btu's and 1 gigajoule = 1,000,000 joules.) For commercial purposes, the standard conversion factor between dekatherms and gigajoules is 1.055056 gigajoules per dekatherm. The standard Btu is the International Btu, which is also called the Btu(IT); the standard joule is the joule specified in the SI system of units.

1.12 "<u>EDI</u>" shall mean electronic data interchange as defined by the standards established by the GISB and approved by the Commission, or Transporter defined data sets where no GISB standard exists.

1.13 "<u>Elapsed Prorata Capacity</u>" shall mean that portion of the capacity that would have theoretically been available for use prior to the effective time of the intraday recall based upon a cumulative uniform hourly use of the capacity.

1.14 "<u>Elapsed Prorated Scheduled Quantity</u>" or "<u>EPSQ</u>" shall mean that portion of the scheduled quantity that would have theoretically flowed up to the effective time of the intraday nomination being confirmed, based upon a cumulative uniform hourly quantity for each nomination period affected.

1.15 "<u>Electronic Bulletin Board</u>" and "<u>EBB</u>" shall mean Transporter's computerized system for the posting, sending and receiving of notices and other communications under this Tariff.

1.16 "<u>Electronic Measurement</u>" shall mean that form of measurement consisting of flow computers or computerized Remote Terminal Units (RTUs), electronic transducers, and associated power, data communications, and other electronic equipment to accomplish the measurement of gas and transfer of data without the use of charts or other paper Recordings.

1.17 "<u>Electronic Notice Delivery</u>" is the term used to describe the delivery of notices via Internet E-mail and/or EDI/EDM.

1.18 "<u>Gas Day</u>" or "<u>Day</u>" shall mean a period of 24 consecutive hours, beginning at 9:00 a.m. Central Clock Time, as adjusted for Daylight Savings Time, and the date of the Day shall be that of its beginning.

1.19 "<u>General Terms and Conditions</u>" or "<u>GTC</u>" shall mean the currently effective General Terms and Conditions set forth in Volume No. 1 of this Tariff.

1.20 "<u>Heating Value</u>" shall mean the gross heating value on a dry basis, which is the number of British thermal units produced by the complete combustion at constant pressure of the amount of dry gas (gas containing no water vapor) that would occupy a volume of one Cubic Foot at 14.73 psig and  $60^{\circ}$  F with combustion air at the same temperature and pressure as the gas, the products of combustion being cooled to the initial temperature of the gas and air, and the water formed by combustion condensed to the liquid state.

1.21 "<u>Interconnecting Operator</u>" shall mean the entity with physical control either upstream or downstream of Transporter's facility.

1.22 "<u>Intraday Nomination</u>" shall mean a nomination submitted after the nomination deadline whose effective time is no earlier than the beginning of the Gas Day and runs through the end of that Gas Day.

1.23 "<u>Market Areas</u>" shall mean the geographic regions shown on the Market Area map and the accompanying descriptions and listing of delivery points within each such geographic region, as published on Transporter's EBB, as they each may be changed from time to time.

1.24 "<u>Master List of Interconnections</u>" or "<u>MLI</u>" shall mean the list of interconnections, including receipt and delivery points with third parties, aggregation points, and paper pools, eligible for transportation services as maintained by Transporter on its EBB on an ongoing basis.

1.25 "<u>Maximum Hourly Quantity</u>" shall mean the maximum hourly quantity of gas that Transporter shall be obligated to deliver to or for the account of Shipper pursuant to a Service Agreement under Rate Schedule NTS-S.

1.26 "<u>Mcf</u>" shall mean one thousand Cubic Feet of gas.

1.27 "<u>Month</u>" shall mean the period beginning at the start of the first Day of the calendar month and ending at the same hour on the first Day of the next succeeding calendar month.

1.28 "<u>Multi-Party Service Agreement</u>" shall mean the service agreement, as set forth in the Forms of Service Agreements, executed by Administrator on behalf of Principals as Shipper.

1.29 "<u>Negotiated Rate</u>" shall mean "negotiated rate" as defined in accordance with Commission policy, with respect to the negotiation of rates, rate components, fees, charges, surcharges, credits, retainage percentages, or formula pertaining to the same, for service under a Rate Schedule. A Negotiated Rate: must be mutually agreed to by Transporter and Shipper; may be less than, equal to, or greater than or less than the Recourse Rate and/or the minimum rate; may be based on a rate design other than straight fixed variable; and may include a minimum quantity.

1.30 "<u>Nomination Cycle</u>" shall mean the timing and activities related to nominations, capacity allocation, confirmation and scheduled quantities. Nomination cycles are:

(a) <u>Timely Nomination Cycle</u>

On the day prior to gas flow:

(i) 1:00 p.m. for nominations leaving control of the nominating party;

(ii) 1:15 p.m. for receipt of nominations by the Transporter (including from Title Transfer Tracking Service Providers (TTTSPs));

(iii) 1:30 to send Quick Response;

(iv) 4:30 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties;

(v) 5:00 p.m. for receipt of scheduled quantities by Shipper and Interconnecting Operator.

Scheduled quantities resulting from Timely Nominations should be effective at the start of the next Gas Day.

(b) <u>Evening Nomination Cycle</u>

On the day prior to gas flow:

(i) 6:00 p.m. for nominations leaving control of the nominating party;

(ii) 6:15 p.m. for receipt of nominations by the Transporter (including from TTTSPs);

(iii) 6:30 p.m. to send Quick Response;

(iv) 8:30 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties;

(v) 9:00 p.m. for Transporter to provide scheduled quantities to affected Shippers and Interconnecting Operators, and to provide scheduled quantities to bumped parties (notice to bumped parties).

Scheduled quantities resulting from Evening Nominations shall be effective at the start of the next Gas Day.

(c) <u>Intraday 1 Nomination Cycle</u>

On the current Gas Day:

(i) 10:00 a.m. for nominations leaving control of the nominating party;

(ii) 10:15 a.m. for receipt of nominations by the Transporter (including from TTTSPs);

(iii) 10:30 a.m. to send Quick Response;

(iv) 12:30 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties;

(v) 1:00 p.m. for Transporter to provide scheduled quantities to affected Shippers and Interconnecting Operators, and to provide scheduled quantities to bumped parties (notice to bumped parties).

Scheduled quantities resulting from Intraday 1 Nominations should be effective at 2:00 p.m. on the current Gas Day.

#### (d) <u>Intraday 2 Nomination Cycle</u>

On the current Gas Day:

(i) 2:30 p.m. for nominations leaving control of the nominating party;

(ii) 2:45 p.m. for receipt of nominations by the Transporter (including from TTTSPs);

(iii) 3:00 p.m. to send Quick Response;

(iv) 5:00 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties;

(v) 5:30 p.m. for Transporter to provide scheduled quantities to affected Shippers and Interconnecting Operators and to provide scheduled quantities to bumped parties (notice to bumped parties).

Scheduled quantities resulting from Intraday 2 Nominations should be effective at 6:00 p.m. on the current Gas Day.

(e) <u>Intraday 3 Nomination Cycle</u>

On the current Gas Day:

(i) 7:00 p.m. for nominations leaving control of the nominating party;

(ii) 7:15 p.m. for receipt of nominations by the Transporter (including from TTTSPs);

(iii) 7:30 p.m. to send Quick Response;

(iv) 9:30 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties;

(v) 10:00 p.m. for Transporter to provide scheduled quantities to affected Shippers and Interconnecting Operators.

Scheduled quantities resulting from Intraday 3 Nominations should be effective at 10:00 p.m. on the current Gas Day. Bumping is not allowed during the Intraday 3 Nomination Cycle.

(f) For purposes of (b), (c), (d) and (e) above, "provide" shall mean receipt at Shipper's or Interconnecting Operator's designated site, and for purposes of other forms of transmittal, it shall mean send or post.

1.31 "<u>OBA</u>" shall mean Operation Balancing Agreement between two parties which specifies the procedures for managing operating variances at an interconnect.

1.32 "<u>Operating Areas</u>" shall mean the geographic regions shown on the Operating Area map and the accompanying descriptions and listing within each Market Area, as published on Transporter's EBB, as they each may be changed from time to time.

1.33 "<u>Operational Flow Order</u>" or "<u>OFO</u>" shall mean an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity of Transporter's system or to maintain operations required to provide efficient and reliable firm service. Whenever Transporter experiences these conditions, any pertinent order shall be referred to as an Operational Flow Order.

1.34 "<u>Package ID</u>" shall mean a way to differentiate between discrete business transactions.

1.35 "<u>Permanent Release</u>" shall mean a release where the releasing Shipper releases its capacity for the entire remaining term of its Service Agreement and Transporter and Shipper agree to terminate the releasing Shipper's Service Agreement, so that the releasing Shipper no longer has any liability to Transporter to pay for the capacity.

1.36 "<u>Pooling</u>" shall mean 1) the aggregation of gas from multiple physical and/or logical points to a single physical or logical point, and/or 2) the dis-aggregation of gas from a single physical or logical point to multiple physical and/or logical points.

1.37 "<u>Principal(s)</u>" shall mean Shipper or Shippers that have a designated Administrator to act on its/their behalf under a Multi-Party Service Agreement.

1.38 "<u>Receipt Point for Production</u>" shall mean a receipt point that is directly connected to production or gathering facilities. Interconnections with interstate pipelines will not be deemed "Receipt Points for Production."

1.39 "<u>Recording</u>" and "<u>Record</u>" when used herein shall include:

(a) charts or other paper recordings, or

(b) any binary or other machine-readable representation of information stored in computer memory or other electronic device.

1.40 "<u>Recourse Rate</u>" shall mean the Total Effective Rate (maximum base tariff rate plus all applicable surcharges) set forth in this Tariff for service under the corresponding rate schedule.

1.41 "<u>Recurrence Interval</u>" shall mean an annually recurring period of time, defined by month and day combinations, during which certain contract terms are effective.

1.42 "<u>Retainage</u>" shall mean the quantity of gas, expressed as a percentage of receipt quantities, Shipper must provide Transporter (in addition to quantities Transporter will deliver to Shipper) for company-use, lost and unaccounted-for quantities under any of Transporter's Rate Schedules that refer to such term.

1.43 "<u>Scheduled Daily Delivery Quantity</u>" shall mean the quantity of gas scheduled by Transporter pursuant to Section 6 (Nominating, Scheduling, and Monitoring) of the General Terms and Conditions for delivery by Transporter on a daily basis to or for the account of Shipper pursuant to each Service Agreement under any of Transporter's Rate Schedules that refer to such term.

1.44 "<u>Scheduled Daily Receipt Quantity</u>" shall mean the quantity of gas scheduled by Transporter pursuant to Section 6 (Nominating, Scheduling, and Monitoring) the General Terms and Conditions for receipt by Transporter on a daily basis for or on behalf of Shipper pursuant to each Service Agreement under any of Transporter's Rate Schedules that refer to such term.

1.45 "<u>Segmentation Pool" ("SP"</u>) shall be the virtual location at which pooling for segmentation purposes occurs (designated as being west of Transporter's Lanham compressor station).

1.46 "<u>Shipper</u>" shall mean any person or entity receiving service under any of Transporter's Rate Schedule(s).

1.47 "<u>Summer Season</u>" shall mean the seven-month period commencing with the first Day of the April Billing Month of any year and ending with the last Day of the next succeeding October Billing Month.

1.48 "<u>Third Party Storage Company</u>" shall mean a storage service provider with physical facility storage assets connected directly to Transporter's physical facilities.

1.49 "<u>Transporter</u>" shall mean Columbia Gas Transmission, LLC.

1.50 "<u>Transporter Holiday</u>" shall mean those annually sanctioned holidays of Transporter.

1.51 "<u>Title Transfer Tracking Service Provider</u>" or "<u>TTTSP</u>" shall mean the party conducting the Title Transfer Tracking, which is the process of accounting for the progression of title changes from party to party that does not effect a physical transfer of the gas.

1.52 "<u>Total Firm Entitlement</u>" or "<u>TFE</u>" shall mean the aggregate daily quantity of gas that Transporter is obligated to deliver to Shipper at its delivery points under Rate Schedules FTS, FT-C, NTS, NTS-S, TPS, SST, and GTS, and under all firm X-Rate Schedules contained in Original Volume No. 2 of this Tariff.

1.53 "<u>Transportation Demand</u>" shall mean the maximum daily quantity of gas that Transporter shall be obligated to deliver to or for the account of Shipper pursuant to a Service Agreement under any of Transporter's firm transportation service Rate Schedules.

1.54 "<u>Transportation Quantity</u>" shall mean the maximum daily quantity of gas that Transporter agrees to transport and deliver to or for the account of Shipper pursuant to a Service Agreement under any of Transporter's interruptible transportation service Rate Schedules.

1.55 "<u>Utilization Factor</u>" shall mean the factor calculated by dividing the saturated heating value of the gas by the square root of its specific gravity.

1.56 "<u>Winter Season</u>" shall mean the five-month period commencing with the first Day of the November Billing Month in any year and ending with the last Day of the next succeeding March Billing Month.

1.57 "<u>Zone(s)</u>" shall include collectively both the "East Zone" and "West Zone". East Zone shall include Operating Areas 1, 2, 4, and 10. West Zone shall include Operating Areas 3, 5, 6, 7, and 8.

### 4. <u>AVAILABILITY OF CAPACITY FOR FIRM SERVICES</u>

This Section governs the manner in which requests for firm services shall be accommodated by Transporter when capacity is or becomes available.

#### 4.1 Right of First Refusal and Extension/Recontracting of Firm Service Agreements

Transporter and any Shipper may mutually agree, on a not unduly discriminatory basis, to include in a service agreement, a contractual right of first refusal ("Contractual ROFR"). Unless Transporter and Shipper expressly agree otherwise in Shipper's service agreement, a right of first refusal ("ROFR") pursuant to Section 284.221 of the Commission's Regulations shall apply only to (1) firm service agreements with a term of twelve (12) or more consecutive months of service agreements at the applicable Recourse Rate for that service, or (2) firm multi-year seasonal service agreement that has a multi-year seasonal service agreement as used in this Section 4 is a firm service agreement that has a multi-year term but does not provide for twelve (12) consecutive months of service. A shipper holding a qualifying agreement may exercise a Regulatory or Contractual ROFR in accordance with, and subject to, the procedures and limitations set forth below. The following procedure shall govern extensions of qualifying agreements:

### (a) <u>Right of First Refusal Process</u>

Transporter shall notify Shipper in writing of the upcoming expiration or (1)termination of any firm service agreement with a term of twelve (12) or more consecutive months of service or any firm multi-year seasonal service agreement at the applicable Recourse Rate for that service (a "Long-Term Service Agreement"), and will provide such notice at least thirty (30) days before Shipper is obligated to notify Transporter of its intent to exercise its ROFR or other service continuation rights under the Long-Term Service Agreement. All notifications and procedures that apply to Long-Term Service Agreements will also be applied to contracts with a Contractual ROFR. For a Long-Term Service Agreement subject to a ROFR pursuant to Section 4.1, Transporter and Shipper may mutually agree to a renewal of the Long-Term Service Agreement, the exact terms of which are to be negotiated on a case-by-case basis in a not unduly discriminatory manner, provided that such mutual agreement is reached prior to Shipper's response deadline in accordance with this Section 4.1(a). Where applicable, and in accordance with Section 47.2 below, any ROFR may (1) be limited to the term of Transporter's contract or service agreement with the offsystem capacity providers, or (2) the amount of capacity subject to the ROFR may be reduced to reflect changes in Transporter's operational requirement.

(2) Shippers with Long-Term Service Agreements expiring prior to or on July 31, 2025 shall have the one-time right to provide Transporter with a six (6) month notice of intent to exercise the Shipper's ROFR. Shippers with Long Term Service Agreements expiring after July 31, 2025 shall provide Transporter with an eleven (11) month notice

of intent to exercise the Shipper's ROFR. Upon Shipper providing Transporter with an eleven (11) month notice of intent to exercise its ROFR, Transporter shall in a reasonable amount of time post such capacity with minimum acceptable terms on the EBB (a "ROFR Open Season"). Transporter shall begin accepting bids in a ROFR Open Season from any prospective Shipper, for all or a portion (volume but not geographic portion) of the service rights under the existing Shipper's Long-Term Service Agreement, at least five (5) months prior to the termination of such service agreement.

If Transporter receives an offer that meets the minimum acceptable terms (3) for all or a portion (volume but not geographic portion) of the service rights under Shipper's Long-Term Service Agreement, Transporter, within two (2) business days after the last day for receiving offers, shall notify Shipper electronically of the offer having the greatest economic value to Transporter. For purposes of comparing the respective values of offers under this section, Transporter shall evaluate all bids in accordance with the criteria set forth at Section 4.4 below. If Shipper elects to match the offer, Shipper shall electronically notify Transporter of such election within fifteen (15) calendar days after receiving Transporter's notice and shall execute a new service agreement matching the offer prior to the termination of the existing Long-Term Service Agreement. The highest rate that Shipper must match to continue such service is the Recourse Rate or the offer that meets the minimum acceptable terms. If Shipper does not elect to match the offer within fifteen (15) calendar days after receiving Transporter's notice, Shipper's ROFR will immediately terminate. If a Long-Term Service Agreement is not continued by its own terms or by reason of the Shipper's exercise of its ROFR, such Long-Term Service Agreement shall be subject to pregranted abandonment unless otherwise specified in the Long-Term Service Agreement and shall terminate and Transporter shall have no further obligation to Shipper.

If no acceptable offers meeting Transporter's minimum terms are (4)received, Transporter will notify Shipper within two (2) business days after the close of the ROFR Open Season. Shipper may, thereafter, consistent with the terms of this Tariff, continue to receive all or a portion (volume but not geographic portion) of its service for such term and rate agreed to by Transporter and Shipper for a term to be specified by Shipper (in no instance shall Transporter be obligated to accept a rate lower than Recourse Rate). If Shipper elects to continue to receive service under its existing Long-Term Service Agreement, Shipper shall execute an amendment prior to the termination of the existing Long-Term Service Agreement. Shipper continuing service retains its ROFR on the portion of service continued, if it is continued under a Long-Term Service Agreement. If Shipper does not continue all or a portion (volume but not geographic portion) of its service within fifteen (15) calendar days following Transporter's two day notification period or such other period as may be mutually agreed to between Transporter and Shipper on a not unduly discriminatory basis, Shipper's ROFR will immediately terminate.

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(5) If no acceptable offers satisfying Transporter's stated minimum terms are received and no new Long-Term Service Agreement has been reached between Transporter and the Shipper holding the capacity under the expiring service agreement, Transporter shall post such capacity as unsubscribed capacity. Transporter will accept Recourse Rate bids, and in no instance shall Transporter be obligated to accept a rate lower than the Recourse Rate, for posted unsubscribed capacity on a first-come, first-served basis pursuant to Section 4.3 timeline. If Transporter receives an acceptable bid electronically for such unsubscribed capacity that meets its stated minimum conditions but is at less than the Recourse Rate, Transporter will post that bid on its EBB in accordance with posting periods in Section 4.3 below. A competing bidder may obtain the capacity by submitting during the posting period the highest value bid (a bid that exceeds the value of the initial posted bid) and all other bids.

(6) A Shipper with a firm service agreement having multiple primary receipt and delivery points subject to a ROFR may exercise its ROFR with respect to the service agreement's Transportation Demand at only certain primary receipt and delivery point combinations in such service agreement, subject to satisfaction of Transporter's operational considerations based on pipeline's configuration and design. General Terms and Conditions Section 12 addresses the adjustment to maximum daily delivery obligations (MDDOs) when a Shipper reduces its service agreement's Transportation Demand through the exercise of a ROFR.

(7) A ROFR shall be deemed to be assigned where a Shipper holding such a right permanently releases and assigns all or a portion (volume but not geographic portion) of the capacity under that service agreement, regardless of the duration of that permanent release. Moreover, a Shipper releasing and assigning all or a portion (volume but not geographic portion) of the capacity may structure the release so as to transfer the ROFR for the duration of the release, even if that release and assignment is subject to a recall by Shipper that would terminate that release and assignment.

#### (b) <u>Extension/Recontracting of Firm Service Agreements</u>

(1) Prior to the expiration of the term of any service agreement(s), Transporter and Shipper may mutually agree to renegotiate the terms of such agreement(s) in exchange for Shipper's agreement to extend the use of at least part of its existing service under such restructured service agreement(s). Such restructured service agreement(s) shall be negotiated on a case-by-case basis in a not unduly discriminatory manner. If the service agreement is a Long-Term Service Agreement, Transporter and Shipper must reach the agreement to extend prior to initiation of the ROFR procedure, which is the date the capacity must be posted for ROFR Open Season.

(2) Transporter and Shipper may mutually agree to the early termination of one or more service agreements in exchange for Shipper making use of either some portion of its underlying capacity or generally available unsubscribed capacity under terms that are mutually agreeable. Any such use of the underlying capacity must be based upon Transporter's currently applicable pro forma service agreement. To the extent that Transporter and Shipper have mutually agreed to such an arrangement, Shipper need not participate in an open season for any recontracted underlying capacity nor must the recontracted underlying capacity be posted on Transporter's EBB as unsubscribed, available capacity.

### 4.2 <u>New Pipeline Capacity</u>

(a) <u>Expansion Open Season</u>. Transporter shall post an open season for any planned expansion and/or extension of Transporter's pipeline system. The open season package shall include a description of the project, a map, and shall specify, as applicable, the anticipated quantity (Dth), receipt points, delivery points, bid evaluation method, term, and bid terms.

(b) Capacity Reservation. Transporter may elect to reserve for future expansion projects any unsubscribed capacity or capacity under expiring or terminating service agreements where such agreements do not have a ROFR or shipper does not exercise its ROFR ("Available Reservation Capacity"). If Transporter elects to reserve Available Reservation Capacity, it will notify shippers of its intent as part of Transporter's posting of the Available Reservation Capacity. Available Reservation Capacity may be reserved for up to one year prior to the Transporter filing for Natural Gas Act Section 7(c) certificate approval or prior notice authorization pursuant to Transporter's blanket construction certificate for construction of the proposed expansion and thereafter until such expansion is placed into service. Transporter may only reserve Available Reservation Capacity for a future expansion project for which an open season has been held or will be held within one (1) year of the date that Transporter posts such Available Reservation Capacity as being reserved. Any Available Reservation Capacity reserved under this Section shall be made available for transportation or storage service pursuant to Transporter's General Terms and Conditions on a limited-term basis up to the in-service date of the expansion project(s). Transporter reserves the right to limit any extension rights provided in the service agreements and pursuant to Section 4.1 of the General Terms and Conditions governing ROFR commensurate with the proposed in-service date of the expansion project.

Prior to reserving Available Reservation Capacity for future expansion projects, Transporter shall first make such capacity generally available to any Shipper or potential Shipper by posting such Available Reservation Capacity for bidding through an open season for a time period of at least five (5) business days. This Available Reservation Capacity open season posting shall contain the following information with respect to the capacity: (i) the daily and other applicable quantity of service available from each receipt point to each market area; (ii) the Recourse Rate as set forth in this Tariff; (iii) any applicable restrictions; (iv)

whether the capacity is subject to an existing ROFR; (v) any minimum price or other terms applicable to the capacity; and (vi) the date when bids are due to Transporter. The open season posting shall also conform to the bidding and capacity award procedures of General Terms and Conditions Section 4.4. When the Available Reservation Capacity open season is held prior to the expansion project open season, Transporter shall have the right to state in the Available Reservation Capacity open season posting minimum terms and conditions for bids that would be acceptable for consideration that are the same as the minimum terms and conditions anticipated for the future expansion project open season. In the event that the subsequent expansion project open season imposes minimum terms and conditions that are materially different from the terms and conditions imposed in the preceding Available Reservation Capacity that uses the same minimum terms and conditions as were imposed for the expansion project open season. If the expansion project open season is held prior to or during the Available Reservation Capacity open season. Transporter shall hold another open season for the available Reservation Capacity that uses the same minimum terms and conditions as were imposed for the expansion project open season. If the expansion project open season is held prior to or during the Available Reservation Capacity open season.

Any Available Reservation Capacity reserved pursuant to this section for an expansion project that does not go forward because Transporter does not file any required application with the Commission within one (1) year from such reservation date, or because Transporter ultimately does not receive authorization, shall be posted as unsubscribed capacity within thirty (30) days of the date the capacity becomes available subject to then existing commitments for the capacity.

Transporter's postings for Available Reservation Capacity shall include the following information: (i) a description of the expansion project for which the capacity will be reserved; (ii) the total quantity of capacity to be reserved; (iii) the location of the proposed reserved capacity on the pipeline system; (iv) whether, and if so, when Transporter anticipates that an open season for the capacity will be held or it will otherwise be posted for bids under the expansion; (v) the projected in-service date of the expansion project; and (vi) on a rolling basis, how much of the reserved capacity has been sold on a limited-term basis. Transporter shall make reasonable efforts to update the reservation posting to reflect material changes in the expansion project up to the in-service date of the expansion project. The reservation posting shall also include a non-binding solicitation (or reverse open-season) for turnback capacity from Transporter's existing shippers to serve the expansion project, provided that Transporter shall post the non-binding solicitation for turnback capacity no later than ninety (90) days after the close of the expansion project open season.

### 4.3 <u>Posting Procedures for Existing Firm Capacity</u>

Capacity that becomes available shall be posted as unsubscribed capacity on Transporter's EBB.

(a) If, after capacity has been posted on the EBB, Transporter receives a request for service pursuant to Section 3 (Request for Service) of the General Terms and Conditions,

Transporter on a not unduly discriminatory basis shall award the capacity to the Shipper who submitted the valid request within the timelines set forth in Section 4.3(b) and at the applicable Recourse rate. Alternatively, Transporter may post capacity, which is available as unsubscribed capacity on Transporter's EBB, in an open season pursuant to the open season procedures set forth in Section 4.3 and Section 4.4 if such capacity is not subject to a valid request for service pursuant to Section 3. If Transporter receives an otherwise valid Request for Service for capacity that has not been posted on the EBB as available unsubscribed capacity, before Transporter can award that capacity to the Shipper who submitted the request, Transporter shall post that capacity in an open season pursuant to the open season procedures set forth in Section 4.3 and Section 4.4, including but not limited to a Prearranged Open Season procedure under Section 4.4(c).

(b) Unless otherwise agreed to by Transporter, a Shipper can request available capacity for a future start date only within the following periods:

(i) For service for one (1) year or longer, the requested service must commence no later than six (6) months from the date the request is granted;

(ii) For service for greater than ninety two (92) days but less than one year, the requested service must commence no later than thirty (30) days from the date the request is granted; and

(iii) For service for ninety two (92) days or less, the request must be for service starting no later than five (5) days from the date the request is granted.

Any open season that will allow a variation from these defined periods will define the variation in the posting. In addition, unless otherwise agreed to by Transporter, all awards of capacity must be for continuous service for the entire term of the service and at the Recourse Rate. If Transporter agrees to consider varying from the period above by conducting an open season then Transporter is still free to reject bids meeting the previous minimum terms if the request is for less than the period defined in the open season posting. Any deviations from these time periods or minimum terms shall only be done in a not unduly discriminatory manner consistent with Commission regulations.

(c) For capacity posted under an open season, the open season shall be posted for at least the following periods:

(i) Five (5) business days for firm capacity that will be available for a term of twelve (12) months or longer;

(ii) three (3) business days for firm capacity that will be available for a term of at least five (5) but less than twelve (12) months;

(iii) one (1) business day for firm capacity that will be available for a term of less than five (5) months but greater than thirty one (31) days; and

# (iv) four hours for firm capacity that will be available for a term of 31 days or less.

(d) All of Transporter's open season postings under (c) above shall include the following information regarding the available capacity: (i) the daily and other applicable quantity of service available at applicable locations; (ii) the Recourse Rate as set forth in this Tariff; (iii) any applicable restrictions; (iv) whether the capacity is subject to an existing ROFR; (v) any minimum price or other terms applicable to the capacity; (vi) the location of available capacity; and (vii) the date when bids are due to Transporter.

### 4.4 Open Season Bidding Process for Existing Firm Capacity

(a) <u>Bidding Process</u>. A potential Shipper may submit multiple bids, each higher than its preceding bid, for all or any portion of the capacity or term of service made available by Transporter. Such bids shall be submitted electronically unless otherwise indicated in the posting. Bidder shall specify the monthly reservation charge (or other firm or demand charge(s), if applicable, herein referred to collectively as Reservation Charge) it is bidding for the service. The price bid for the monthly reservation charge shall be expressed per Dth and shall be expressed to the nearest thousandth of one dollar (\$0.000). In addition to the bid price, bidder shall pay all applicable commodity charges, demand and commodity surcharges and any other applicable charges, including the CCRM as applicable, as they may be adjusted from time to time by Transporter. Transporter shall have the right to reject any bids that: (i) are for a rate that is less than the minimum rate stated in Transporter's posting of that capacity; (ii) do not satisfy any of the other terms specified in the posting; or (iii) include conditions or provisions that Transporter determines, in its reasonable discretion, to be unacceptable.

### (b) <u>Assessing Bids</u>.

## (1) <u>General Criteria</u>.

a. Transporter shall evaluate bids upon their net present value ("NPV") taking into account the price, term, and any other criteria specified in the open season. All bids provided during any open seasons held pursuant to this Section 4.4 shall be electronically transmitted to Transporter unless otherwise indicated in the posting. Transporter shall award capacity for such bids to shippers whose bids, based upon Transporter's determination, have the highest NPV.

(i) The NPV is the discounted cash flow of incremental revenues to Transporter produced, lost or affected by the request for service (e.g. through the Capacity Reduction Option) and may be based upon such factors as the term, quantity, date on which the requested service is requested to commence, the cost of facilities required by Transporter to provide the service, and other factors determined to be

relevant by Transporter. All determinative factors will be defined in the open season. The NPV shall also include only revenues generated by the reservation rate, or other form of revenue guarantee, as proposed by bidder(s).

(ii) For purposes of its NPV evaluation and as defined in the open season, Transporter may consider the aggregate NPVs of two or more bids for minimum bid packages, provided that if the combined quantity of capacity under those packages exceed the maximum capacity available for subscription then these bids will only be considered if the bidders have agreed to accept a prorated award of capacity. For bidders proposing a reservation rate or other form of revenue guarantee which exceeds the Recourse Rate during all or any portion of the term proposed by the bidder, the NPV calculated for the bid may not exceed an NPV that is calculated assuming that the Recourse Rate shall be in effect during the full term proposed by the bidder, in place of the reservation rate(s) or other revenue guarantee(s) proposed by the bidder.

Capacity Reduction Option. Transporter may grant, on a not unduly (2)discriminatory basis a capacity reduction option. For bidders submitting bids in an open season, which include options to terminate the service agreement early and/or to reduce the capacity held thereunder for some portion of the term including multiple periods within the term in a manner which would reduce the reservation charges applicable to the service agreement ("Capacity Reduction Option"), Transporter, in its determination of the NPV of such a bid, will only consider the minimum incremental revenue guaranteed under the service agreement as if the option is exercised, including any consideration that the bidder proposes in exchange for the exercise of its Capacity Reduction Option. Unless a shorter notice period is specified in the open season posting, a Capacity Reduction Option will be under the requirement that Transporter must be provided notice no less than thirty days prior to its exercise for contracts of one year or less and no less than one year prior to its exercise for contracts greater than one year. Transporter will list in its open season posting acceptable terms for any Capacity Reduction Option. Notwithstanding any Capacity Reduction Option, a Long-Term Service Agreement will be eligible for extension rights pursuant to Section 4.1 if the service agreement remains a Long-Term Service Agreement throughout the term (or extended term) containing the Capacity Reduction Option unless the Capacity Reduction Option can be exercised during the first year of the Long-Term Service Agreement's term (or extended term). Transporter shall use the current Commission-approved interest rate in calculating the NPV of bids. Capacity shall be awarded based on the acceptable highest NPV of the bids offered to Transporter calculated in accordance with this section.

(c) <u>Prearranged Open Season</u>. Transporter may, on a not unduly discriminatory basis, enter into a prearranged service agreement with a Shipper for any capacity that is or becomes available ("Prearranged Agreement"). Transporter will post any Prearranged

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Agreement on its EBB for bidding prior to finalizing any award of capacity ("Prearranged Open Season"). Prearranged Agreements will be deemed binding on Shippers. The NPV of any bids in a Prearranged Open Season will be determined in accordance with Section 4.4(b). If Transporter receives a bid that exceeds the NPV of the Prearranged Agreement, Transporter will notify the Shipper with the Prearranged Agreement within one (1) hour after the close of the open season. The Shipper under the Prearranged Agreement must notify Transporter within one (1) business day of its election to either match the bid with the highest NPV or terminate the Prearranged Agreement. The highest rate that Shipper under the Prearranged Agreement must match to receive service under the Prearranged Agreement is the Recourse Rate. If the prearranged Shipper elects to match the bid, all of the capacity will be awarded to the prearranged Shipper. If prearranged Shipper elects not to match a higher competing bid, the capacity will be awarded to the Shipper with the highest bid in the open season and Transporter will have no further obligations under the Prearranged Agreement. In accordance with Section 4.4(f), all bids in a Prearranged Open Season are binding and a Shipper with an unmatched higher bid must execute a service agreement consistent with the terms of its bid within three (3) business days of receiving notice of its award of capacity under this provision.

(d) <u>Future Sales Open Season</u>. Transporter may conduct an open season to sell the following types of capacity with service commencement date that begins immediately or at any time in the future: (i) any unsubscribed capacity; (ii) any capacity under expiring or terminating service agreements where such agreements do not have a ROFR or shipper does not exercise its ROFR; or (iii) any capacity that becomes available due to modification, construction, or acquisition of facilities in accordance with the Commission's blanket certificate regulations (collectively "Available Sale Capacity").

If Transporter sells Available Sale Capacity in a Prearranged Open Season pursuant to Section 4.4(c) with a future service commencement date the posting provisions of the General Terms and Conditions Section 4.3 will apply to the sale of capacity on an interim basis. Where the requested service commencement date extends more than one year into the future and the interim capacity would otherwise be eligible for a ROFR right under Section 4.1(a), Transporter will limit the ROFR rights associated with that interim capacity commensurate with the future service commencement date. If ROFR rights are limited by operation of this section, the transportation service agreement will note the limitation. Transporter will indicate in any open season posting of the interim capacity any limitations on ROFR rights or extension rights that will apply to such limited-term transportation service.

(e) <u>Awarding Capacity</u>. Transporter shall award capacity to the bidder submitting the highest value bid or if two or more bidders submit equal acceptable highest value bids then Transporter shall determine the successful bidder based on the order in which the bids are received unless otherwise stated by Transporter in the open season notice. Transporter shall post the winning bid and the associated bid calculation to the EBB. Bids received electronically will be deemed received at the time noted on Transporter's server.

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Binding Nature of Bids. All bids are binding; provided, however, that a bidder (f) may decline to accept a pro rata allocation of capacity resulting in an award of less than the full capacity requested if such Shipper notifies Transporter of that decision electronically within one hour of Transporter's notice to that Shipper of the pro rata allocation. Otherwise, and notwithstanding the deadlines within section 4.4(c), if a successful bidder fails to execute a service agreement before the start date of the contract or within fifteen (15) calendar days after such service agreement is tendered by Transporter (whichever is earlier), Transporter may elect to offer the capacity to the next acceptable bidder. If Transporter finds no other bid acceptable, the capacity shall be posted to unsubscribed board or made available for a new round of bids through an open season. Additionally, a Shipper failing to return such service agreement shall be prohibited from bidding for six months (or less than six (6) months if agreed to in writing by the Transporter), and Shipper shall remain liable for the capacity requested in the bid based upon the rates, terms and other conditions. Nothing herein shall restrict Transporter from pursuing any other remedies it may have against a Shipper failing to execute and return a service agreement tendered by Transporter. All bids submitted for capacity pursuant to this section must be bona fide offers and must be submitted electronically.

(g) <u>Adjustment to Bid Rate</u>. When the rate bid by a bidder is at least for the Recourse Rate, that bid rate shall be subject to adjustment in accordance with the procedures of this Tariff and of the Commission, unless otherwise clearly stated in the service agreement. When the rate bid by a bidder is lower than the Recourse Rate, that bid rate shall be subject to adjustment in accordance with the procedures of this Tariff and of the Commission by an amount proportionate to the increase or decrease in the Recourse Rate, unless otherwise clearly stated in the service agreement.

(h) <u>Relation to Section 11 of the General Terms and Conditions</u>. With regard to newly available capacity subject to bidding under the terms of this Section, acceptable bids under this Section that satisfy Transporter's stated minimum terms and conditions shall have priority over any potential claims for that capacity under the flexible receipt and delivery point authority described at Section 11 (Flexible Primary and Secondary Receipt and Delivery Points) of the General Terms and Conditions.

### 4.5 <u>Early Termination of Service Agreements or Reduction of Capacity Commitment</u>

Transporter may, in a not unduly discriminatory manner, agree with Shipper to terminate its service agreement or allow a reduction of Shipper's capacity commitment prior to its expiration date. The situations in which Transporter may agree to terminate such a service agreement or reduce Shipper's capacity commitment include, without limitation, the following:

(a) where Shipper responds to a solicitation for capacity release offers in a reverse open season for capacity requiring the construction of new facilities and the conditions set forth in the solicitation have been satisfied;

(b) the exercise of a Capacity Reduction Option;

(c) where Shipper agrees to pay an exit fee that is sufficient, taking into account the remaining term of the service agreement and the value and liquidity of the capacity subscribed under the service agreement being terminated or reduced, to make the termination or reduction financially beneficial to Transporter, in Transporter's reasonable judgment. Transporter may waive the exit fee where Shipper's service agreement provides for a discounted or negotiated rate and Transporter concludes that the capacity subscribed thereunder would be sold at a higher rate for the full remaining term of the service agreement, or where other arrangements produce a financial benefit to Transporter.

An agreement to terminate a service agreement hereunder shall not constitute a material deviation from the applicable form of service agreement.

## 9. <u>OPERATING CONDITIONS</u>

9.1 <u>In General</u>. The general operating conditions set forth in this Section supplement the terms and conditions set forth in the individual Rate Schedules and elsewhere in the General Terms and Conditions.

9.2 <u>Uniform Rates and Quantities</u>. Shipper shall: (i) tender gas or arrange to have gas tendered on its behalf in quantities that conform to its Scheduled Daily Receipt Quantity and that flow at uniform hourly rates throughout the Day; and (ii) take gas or cause gas to be taken on its behalf in quantities that conform to its Scheduled Daily Delivery Quantity and that flow in accordance with Section 12 (Maximum Daily Delivery Obligation at Delivery Points and Maximum Daily Quantity at Receipt Points) of the General Terms and Conditions, unless deviations from those receipt and delivery quantities are necessary for balancing purposes and are undertaken by Shipper at Transporter's request or following notice to, and approval by, Transporter in accordance with the applicable provisions of the General Terms and Conditions. If Shipper violates (i) the applicable flow requirements or (ii) the requirements set forth at Section 12, Transporter may install or require the installation of a flow control device to ensure compliance with such requirements.

Hourly Flow. Transporter shall have the right but not the obligation to mutually agree 9.3 with any Shipper to an hourly flow rate other than a uniform hourly rate for a stated period at any receipt and/or delivery point(s) identified in the applicable Service Agreement, and where necessary upon specified conditions to ensure that such agreements do not have any adverse effect on Transporter's system. Transporter will not enter into hourly flow obligations or conditions that will adversely affect Transporter's ability to meet its firm service obligations to an existing Shipper. In addition, Transporter will not unilaterally impose new contractual hourly flow rate conditions when an existing Shipper exercises its right of first refusal in accord with Section 4 of the General Terms and Conditions; provided, however, if a Shipper with a Service Agreement containing an hourly flow rate stated as a numerical Dth per hour amount and exercising its right of first refusal does not retain one-hundred percent (100%) of its Transportation Demand in its new Service Agreement, there will be a proportionate reduction in the numerical Dth per hour hourly flow rate amount in that Shipper's new Service Agreement. In the event that Transporter and Shipper mutually agree to such an hourly flow rate for a stated period, the hourly flow rate and any conditions will be specified in the applicable pro forma service agreement in the blank space provided. If Transporter and a Shipper are unable to mutually agree upon a hourly flow rate, Transporter will, upon request from that Shipper, provide a written explanation concerning the operational reasons for the denial.

9.4 <u>Third Party Arrangements</u>. Shipper shall be responsible for making all necessary arrangements with third parties (i) at or upstream of the point(s) of receipt at which Shipper tenders gas to Transporter for transportation or storage services, and (ii) at or downstream of points of delivery at which Transporter delivers gas for the account of Shipper. Shipper shall be responsible for (i) insuring that any such arrangements are consistent with the terms and conditions of the applicable Rate Schedule under which it seeks to have Transporter transport or

store the gas or utilize Transporter's storage facilities, and (ii) requiring such third parties to confirm all of Shipper's nominations with Transporter in a form and manner approved by Transporter. Such third-party arrangements shall be coordinated with Transporter.

9.5 <u>Service Obligation</u>. Transporter shall not be required to perform service under any of its Rate Schedules if any of the facilities necessary to render the requested service do not exist or are not available including periods during which facilities are being maintained or repaired, in which case, interruptions of service shall be made consistent with Section 16 (Interruptions of Service) of the General Terms and Conditions. Notwithstanding any other provision in this Tariff, Transporter shall not be required to pay for or to construct or install facilities of any kind, including, but not limited to meters and measuring stations; provided, however, that Shipper may request construction of facilities under the provisions of Section 27 (Construction of Facilities) of the General Terms and Conditions.

9.6 <u>Creditworthiness of Shipper</u>.

(a) Subject to the provisions of paragraphs (b) and (c) below, Transporter shall not be required to provide or to continue to provide service on behalf of any Shipper that fails, in Transporter's reasonable judgment, to demonstrate minimal creditworthiness for all or any part of the service requested, based upon Transporter's consideration of available credit data concerning Shipper and Shipper's past payment history, financial statements, and credit reports.

(b) Criteria for Creditworthiness Determination

(1) Acceptance of a Shipper's request for service and the continuance of service are contingent upon the Shipper satisfying, on an on-going basis, a credit appraisal by Transporter.

(2) Transporter shall apply consistent evaluation practices to all similarly situated Shippers to determine the Shipper's financial ability to satisfy the payment obligations due to Transporter over the term of the requested Service Agreement(s).

(3) A Shipper will establish creditworthiness if:

(i) its unenhanced senior unsecured debt securities are rated at least BBB- by S&P Global Market Intelligence LLC or its successor ("S&P") or Baa3 by Moody's Investors Service, Inc. or its successor ("Moody's"); provided however, that in the event a split rating occurs between rating agencies, Transporter will rely upon the lower of the ratings. Nothing herein shall limit Transporter's ability to evaluate any factors set forth in Section 9.6 (4) (i) – (vii) below where Shipper's creditworthiness is established by a rating agency if such factor(s) would alter Transporter's evaluation of Shipper. If Shipper has multiple Service Agreements with Transporter, then the total of potential fees and charges of all such Service Agreements shall be considered in determining creditworthiness.

Transporter reserves the right to determine in its reasonable discretion, that a Shipper who requests new service is not creditworthy to receive that service on the basis that Shipper has outstanding payments due on invoices rendered by Transporter on current or past Service Agreements and Shipper has defaulted on those payments per the terms of the General Terms and Conditions; provided, however, this provision shall not affect amounts disputed by Shipper in good faith.

(4) If Shipper does not meet the creditworthiness standard described in part 3(i) above, then Shipper may have the Transporter evaluate its creditworthiness based upon the level of Shipper's current and requested service(s) with Transporter relative to Shipper's current and future ability to meet its obligations. Such creditworthiness evaluation shall be based upon any or all of the following requested information in (i) through (vii) below:

(i) S&P, Moody's and other credit reporting agencies opinions watch alerts, outlooks, and rating actions will be considered in determining creditworthiness.

(ii) Consistent financial statement analysis will be applied by Transporter to determine the acceptability of Shipper's current and future financial strength. Shipper's balance sheets, income statements, cash flow statements, and auditor's notes will be analyzed along with key ratios and trends regarding liquidity, asset management, debt management, debt coverage, capital structure, operational efficiency, and profitability.

(iii) The nature of Shipper's business and the effect on that business of economic conditions, including Shipper's ability to recover the cost of Transporter's service through filings with regulatory agencies or otherwise to pass on such costs to its customers.

(iv) Shipper is not operating under any chapter of the United States Bankruptcy Code and is not subject to liquidation or debt reduction procedures under state laws and no petition for involuntary bankruptcy against Shipper is pending. Transporter may give consideration for a Shipper who is a debtor-inpossession operating under Chapter 11 of the United States Bankruptcy Code if Transporter is adequately assured that the service billing will be paid promptly as a cost of administration under the federal court's jurisdiction, based on a court order in effect, and if the Shipper is continuing and continues in the future to make payment. (v) Whether Shipper is subject to any lawsuits or outstanding judgments which could materially impact its ability to remain solvent.

(vi) Whether Shipper has or has had any delinquent balances outstanding for services provided previously by Transporter and whether Shipper is paying or has paid its account balances according to the terms established in its Service Agreement(s) (excluding amounts as to which there is a good faith dispute).

(vii) Any other information including any information provided by Shipper, that Transporter deems relevant to Shipper's current and future financial strength and Shipper's ability to make full payment over the term of its Service Agreement(s).

(c) Failure to Establish or Maintain Creditworthiness

(1) If Shipper fails to establish or maintain creditworthiness as described in Section 9.6 (b), Shipper has the option of receiving or continuing service under this Tariff by providing and maintaining one of the following financial assurances in accordance with the requirements as set forth below:

- (i) Guarantee: Shipper may provide a guarantee of financial performance in a form satisfactory to Transporter and for the term of the Service Agreement(s) from a person or entity which meets the creditworthiness standard outlined in Section 9.6 (b) (guarantor).
- (ii) Cash Security Deposit: Shipper may provide a cash security deposit for service. Transporter shall accrue simple interest on cash security deposits at the Federal Funds Rate. Upon Shipper's request, provided Shipper is not in default under any obligation to Transporter, Transporter will remit the balance of the interest to Shipper within thirty (30) days, provided, however that Transporter shall not be required to remit interest to Shipper more often than every thirty (30) days.
- (iii) Letter of Credit: Shipper may post an irrevocable standby letter of credit in a form acceptable to Transporter and issued by a bank or financial institution deemed acceptable by Transporter.
- (iv) Any other financial assurance mutually agreed upon by Transporter and Shipper. Such other financial assurance shall be accepted on a nondiscriminatory basis and may include, as related to interruptible service, a prepayment equal to an amount defined

by Transporter. Such defined prepayment will remain in place until Shipper exhausts its prepaid balance by utilizing interruptible transportation service. At the point Shipper's prepayment is exhausted, Transporter may suspend further interruptible service. Shipper will not earn interest on defined balance prepayments, as further discussed in Section 10.8.

(2) Transporter may deny subsequent requests to substitute financial assurances on a not unduly discriminatory basis and will provide Shipper with a written explanation of any denial of a request to substitute financial assurances.

Within five (5) Business Days of Transporter's notification to Shipper that Shipper has returned to creditworthiness in accordance with Section 9.6 (b) herein, Transporter will return Shipper's financial assurance held by Transporter along with any applicable interest and interest calculation reconciliations.

Upon performance in full of all Shipper's obligations under its Service Agreement(s), Transporter will return Shipper's financial assurance associated with undisputed invoice amounts within five (5) Business Days of Shipper performing all obligations in full. Any remaining financial assurance will be returned after resolving any and all disputed invoice amounts under the expired Service Agreement(s). In either case, Transporter will pay applicable interest and provide Shipper final billing reconciliations detailing interest calculations.

Service	Column A:	Column B:
	Guarantee Requirement	Cash Security or Letter
		of Credit Amount
Firm Service	Shipper's contractual	Up to the value of
	obligation under its firm	three (3) months
	Service Agreement(s) with	Reservation Charges
	Transporter	
Interruptible/Volumetric	Shipper's highest monthly	Same under Column A
Service	bill for interruptible and	
	volumetric based service	
	over the previous rolling	
	twelve (12) months	
	multiplied by three (3).	
	Initial requirement based	
	upon Shipper's anticipated	
	usage for three (3) month	
	period as determined by	

(3) Financial Assurance Requirement Table

	Shipper and Transporter.	
Park and Loan	The lesser of the transaction term or three (3) months value based on the transaction quantities multiplied by the rate for such transaction, plus the value of loaned gas in accordance with Section 9.6 (d).	Same under Column A
Imbalance Gas	In accordance with Section 9.6 (d)	Same under Column A

Unless otherwise agreed, the financial assurance must at all times maintain a value specified above equal to the highest estimated charges during the term of the Service Agreement(s). Financial assurances are held for security, provided that any financial assurance may be applied or set off by Transporter to satisfy any and all delinquent account(s) or other obligations.

(d) Loaned/Imbalance Gas Owed to Transporter

For lending services PAL Rate Schedule, Transporter shall have the right to seek financial assurance for the value of gas loaned by Transporter. The amount of such financial assurance will be based on the quantity of gas loaned multiplied bv the Columbia Gas, Appalachia price located under the "Platts Gas Daily" (or any successor publication thereto) for the month the quantity of gas is loaned. Transporter shall have no obligation to lend any quantity of gas beyond the financial assurance amount provided by Shipper to Transporter.

Transporter has the right to seek additional financial assurance to cover the value of any imbalance owed Transporter by a non-creditworthy Shipper. The imbalances shall be valued at the "Spot Market Price" which shall be defined, for each Dth on each applicable Day on which the gas is owed as the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts Gas Daily price survey or any successor publication, less applicable transportation charges. Furthermore, Transporter has the right to seek security to cover the estimated value of a future monthly imbalance for non-creditworthy Shippers as follows: For a non-creditworthy new Shipper, a security amount equal to 10% of such Shipper's estimated monthly usage multiplied by the Estimated Imbalance Rate as described below. For a non-creditworthy existing Shipper, a security amount equal to such Shipper's largest monthly imbalance owed to Transporter over the most recent 12-month period multiplied by the Estimated Imbalance Rate. The term "Estimated Imbalance Rate" shall equal the average of the NYMEX future prices for the available 12-month period as such prices close on the day the Estimated Imbalance Rate is determined.

(e) Collateral Requirements for Lateral Facilities and/or Expansion Capacity

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Notwithstanding the foregoing requirements, if Transporter constructs new facilities to accommodate a Shipper, Transporter may require financial assurance in an amount up to Shipper's proportionate share of the cost of the new facilities. This financial assurance may be requested at any time before or after the in-service date of the facilities, to the extent mutually agreed to as a condition of the construction. Financial assurance requirements for expansion capacity will be separately identified within Transporter's nondiscriminatory project precedent agreement and/or credit support agreement. As Transporter recovers the cost of these facilities through its rates, the financial assurance required will be reduced accordingly. Specifically, any financial assurance provided by a Shipper related to new facilities shall be returned to that Shipper in equal monthly amounts over the term of its Service Agreement for service related to the new facilities or as otherwise mutually agreed by Transporter and Shipper. This requirement is in addition to and shall not supersede or replace any other rights that Transporter may have regarding the construction of and reimbursement for facilities.

If Shipper defaults and Transporter terminates service to Shipper, then Transporter shall draw upon and retain such financial assurances as necessary to reimburse Transporter for the unamortized cost of the facilities constructed for Shipper. The capacity underlying any terminated Service Agreement shall be made available pursuant to Section 4 of these General Terms and Conditions. Within sixty (60) days of the capacity being made available, to the extent such capacity has been awarded, the financial assurance retained by Transporter from the original Shipper shall be reduced to an amount equal to the net present value of that portion of the future Reservation Charge revenues of the original Shipper that would have been attributed to the cost of the newly awarded Shipper that may be attributed to the cost of the facilities.

### 9.7 <u>Notification of Failure to Meet Creditworthiness</u>.

Transporter shall have the right, on an ongoing basis, to review Shipper's creditworthiness and acceptability of any financial assurance, and upon Transporter's request, Shipper shall provide within three (3) Business Days, or such later date acceptable to Transporter, information in order to facilitate such review. If Shipper is found by Transporter to be non-creditworthy, Transporter will, upon request, inform Shipper in writing as to the reasons. Upon notification by Transporter of Shipper's non-creditworthy status, Shipper must, within five (5) Business Days after receipt of such notification, submit advanced payment to Transporter equal to one (1) month of service under Shipper's Service Agreement(s) to continue service. Shipper must, within thirty (30) days, provide an acceptable financial assurance, as set forth in Section 9.6 (c). For Shippers utilizing lateral facilities or expansion capacity, the financial assurance that must be provided within thirty (30) days shall be in accordance with Section 9.6 (e). If Shipper fails to provide one of the financial assurances within these time periods, Transporter may suspend service immediately (Shippers are not responsible for Reservation Charges after service is suspended) and may provide simultaneous written notice to Shipper, the Commission, and any Replacement Shipper(s) that service will be terminated in thirty (30) days. Transporter also may exercise any other remedy available to it hereunder, at law or in equity. At all times prior to termination under this Section 9.7, as applicable, Shipper may avoid such termination by providing the advance

payment and financial assurance described herein. Regardless of whether Shipper is insolvent, has lost its creditworthiness status or does not desire to continue service with Transporter, Shipper shall continue to be liable for all charges due under its Service Agreement and associated rate schedule. If Shipper desires to continue service with Transporter, Transporter will require Shipper to pay any outstanding balances due Transporter for services rendered and provide adequate financial assurances in accordance with 9.6 (c) above.

9.8 Requests for service which do not include all of the above-referenced information and the information required by Section 3 shall be deemed null and void.

9.9 If a Shipper has multiple Service Agreements with Transporter and defaults on one Service Agreement, Transporter may deem a default by Shipper on that one Service Agreement as a loss of creditworthiness on any other Service Agreement Shipper has with Transporter; provided, however, this provision shall not affect amounts disputed by Shipper in good faith. This Section 9.9 shall apply solely to Shipper that is the Service Agreement holder.

9.10 Transporter intends that section 9.6(b)(4)(iv) above shall be read in harmony, and not in conflict, with the United States Bankruptcy Code.

9.11 If Transporter has terminated service to Shipper as a result of Shipper's loss of creditworthiness or default, Transporter shall have the right to assert any liens or other interests, consistent with applicable law, against any gas Shipper may have remaining on Transporter's system.

9.12 <u>General Limitation of Transporter's Obligation</u>. Transporter shall not be required to perform or continue service on behalf of any Shipper that, within five (5) days after receipt of notice from Transporter, fails to comply with any of the terms of the applicable Rate Schedule and Shipper's Service Agreement(s) with Transporter; provided however that Shipper's failure to comply with the billing and payment requirements of this Tariff shall be governed by the provisions of Section 10 (Billing and Payment) of the General Terms and Conditions. Other provisions of such Rate Schedule notwithstanding, Transporter shall have the right to take unilateral action to protect the integrity of its system in the event Transporter, in its reasonable discretion, determines that immediate or irreparable harm to Transporter's facilities or operations will be caused by Shipper's failure to comply with any of the terms of the applicable Rate Schedule, the terms of Shipper's Service Agreement(s) with Transporter, or the General Terms and Conditions of this Tariff.

### 9.13 <u>Balancing at Termination of Service Agreement</u>.

(a) Following the termination of a Service Agreement(s), Shipper under that Service Agreement(s) shall be required to correct any outstanding imbalance in receipts and deliveries within thirty (30) days after Transporter determines, and notifies Shipper, that such an imbalance exists, or within such longer period of time agreed to by Shipper and Transporter (the balancing period). Shipper shall correct in-kind any undertender imbalance by making arrangements

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upstream of Transporter for delivery to Transporter to correct such undertender imbalance during the balancing period. Shipper shall correct in-kind any overtender imbalance by (i) obtaining a service agreement (e.g., under the ITS Rate Schedule) from Transporter pursuant to the terms of this Tariff, and scheduling to receive such overtender imbalance quantities from Transporter under such service agreement pursuant to the terms of this Tariff, or (ii) otherwise making arrangements pursuant to this Tariff (e.g., under Section 18 "Inventory Transfers" of the General Terms and Conditions) to dispose of its overtender imbalance. If, after the end of the balancing period, Transporter determines that an imbalance continues to exist in Shipper's account, Transporter shall resolve such imbalance as set forth below.

(b) If Transporter determines that it delivered quantities to or for Shipper in excess of the quantities tendered to Transporter by or for Shipper, Transporter shall assess and collect from Shipper a penalty. Shipper shall pay Transporter a penalty for each Dth of such outstanding imbalance, grossed up for the Retainage percentage applicable to Transporter's ITS Rate Schedule. The penalty shall be the sum of: 120 percent of the Spot Market Price for the Month during which such quantities are made up by Transporter. "Spot Market Price", for purposes of this Section, shall mean, for the applicable Month, the contract index price for gas delivered to "Columbia Gas Transmission, LLC, Appalachia", as reported in <u>Inside FERC's Gas Market Report</u> or successor publication. For purposes of calculating Penalty Revenues pursuant to Section 19.6 of the General Terms and Conditions, 100 percent of the Spot Market Price times the applicable number of replenishment dekatherms shall be retained by Transporter. 20 percent of the Spot Market Price times the applicable number of replenishment dekatherms shall be retained by Transporter. 20 percent of the Spot Market Price times the applicable number of replenishment dekatherms shall be retained by Transporter. 20 percent of the Spot Market Price times the applicable number of replenishment dekatherms shall be retained by Transporter. 20 percent of the Spot Market Price times the applicable number of replenishment dekatherms shall be retained by Transporter. Upon payment of such charge, the imbalance shall be removed from Shipper's account.

(c) If Transporter determines that Shipper tendered to Transporter quantities in excess of the quantities taken by or for Shipper at the delivery point(s), any such quantities automatically shall be forfeited by Shipper to Transporter free and clear of all liens and encumbrances. Transporter shall post such forfeited quantities on its EBB as gas available for sale to the highest bidder within a 24 hour notice period. Such posting may provide as a condition of sale that such gas be withdrawn from storage within a period of time to be specified in the notice. Upon receipt of payment, Transporter shall treat the forfeited gas proceeds as Penalty Revenues as defined in Section 19.6 of the General Terms and Conditions.

(d) Transporter may waive the provisions of this Section 9.13 on a nondiscriminatory basis.

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## 11. FLEXIBLE PRIMARY AND SECONDARY RECEIPT AND DELIVERY POINTS

11.1 <u>Primary Receipt and Delivery Points</u>. The point(s) of receipt for all gas tendered to Transporter for transportation under Transporter's Rate Schedules shall be at the interconnection of the facilities of Transporter, Shipper or any applicable third parties, or at such other primary point(s) agreed upon by Shipper and Transporter and specified in Shipper's Service Agreement with Transporter. The point(s) of delivery for all gas delivered by Transporter to Shipper or to a third party on behalf of Shipper under Transporter's Rate Schedules shall be (i) at the interconnection of the facilities of Transporter and Shipper or any applicable third parties, or (ii) at such other primary point(s) agreed upon by Shipper and Transporter and Shipper or any applicable third parties, or (ii) at such other primary point(s) agreed upon by Shipper and Transporter and Specified in Shipper's Service Agreement with Transporter.

Flexible Primary Receipt and Delivery Point Authority. Except as may otherwise be 11.2 specified in this Section or in individual Rate Schedules, Shipper shall have flexible primary receipt and delivery point authority; provided that Transporter, in its reasonable discretion, determines that sufficient firm capacity exists in its existing facilities to accommodate the proposed changes in primary receipt or delivery points. Any Shipper seeking to change primary receipt or delivery points under an existing Service Agreement shall request such a change by advising Transporter, identifying the Service Agreement affected, and furnishing Transporter with the information described in Section 3 (Requests for Service) of the General Terms and Conditions. Transporter shall not be obligated to accept any changed point(s) if such request would reduce the economic value of the Shipper's Service Agreement to Transporter, taking into consideration either: (a) the revenues projected to be received by Transporter at the existing point(s) under the Service Agreement; or (b) any potential loss of incremental revenues associated with new service opportunities for which a Request for Service form is then pending and that would be precluded if the request were granted. Transporter shall evaluate any primary point change request on a not unduly discriminatory basis with, and applying the same standards for evaluating, any request(s) for new service at such point(s). For purposes of evaluating a primary point change request, the primary point change will have a net present value of zero, unless the applicable reservation charges for the service have been changed to create a positive net present value. If Transporter accepts a Shipper's primary point change request and firm capacity is available to accommodate Shipper's requested change, Transporter and Shipper shall execute an agreement, superseding Appendix A to the relevant Service Agreement, that shall reflect the agreed changes in such receipt or delivery points, or maximum daily quantities.

11.3 <u>Secondary Receipt and Delivery Points Authority</u>. Except as provided in Section 11.2 above or elsewhere in this Tariff, Shipper may have secondary receipt and delivery points under any firm Service Agreement as provided and subject to the requirements in the applicable Rate Schedule. Subject to the preceding conditions and requirements, Shipper may nominate any secondary receipt and delivery point within the Zone for which it has paid at no additional charge. Shipper may nominate any secondary receipt and delivery point, subject to the preceding conditions and requirements, beyond the Zone covered by its existing contract provided that Shipper pay the additional mileage related charges applicable to the additional Zone. Unless otherwise mutually agreed, Shipper shall continue to pay the reservation charge and commodity Appendix B-1 Preferred Case Clean Pro Forma Columbia Gas Transmission, LLC VII.11. FERC Tariff Gen. Terms & Conditions Fourth Revised Volume No. 1 Flexible Primary and Secondary Receipt and Delivery Points Version 2.0.1

charge applicable to its primary receipt and delivery point(s), unless that rate is less than the maximum applicable rate in which case the Shipper shall pay the maximum applicable rate at the secondary receipt or delivery point(s). Receipts and deliveries of gas at such secondary receipt and delivery points under firm transportation agreements shall have the allocation priority as described in Section 7 (Capacity Allocation) of the General Terms and Conditions. Transporter shall interrupt service at such secondary receipt and delivery points as set forth at Section 16 (Interruptions of Service) of the General Terms and Conditions. The list of interconnections at which secondary point service is available will be maintained by Transporter in a Master List of Interconnections (MLI) posted on its EBB. The interconnection points on the MLI shall be incorporated, where appropriate, as secondary points in Shipper's Service Agreement.

11.4 <u>Aggregation Points</u>. A Shipper nominating from a Receipt Point for Production under its firm transportation Service Agreement that is located in an Aggregation Area set forth in Section 3(a) of Rate Schedule AS may use the Aggregation Point associated with that Aggregation Area as a secondary delivery point for service under Shipper's firm transportation Service Agreement up to the Transportation Demand set forth in Shipper's firm Service Agreement. Secondary deliveries to Aggregation Points will not be assessed commodity charges or Retainage and will have the priority set forth in Section 7.2(c) of the General Terms and Conditions. An Aggregation Point may not be used as a secondary delivery point under Shipper's firm transportation Service Agreement when nominations are not from a Receipt Point for Production located in the corresponding Aggregation Area.

11.5 <u>Secondary Deliveries to Interruptible Paper Pool (IPP)</u>. A Shipper nominating from a receipt point under its Rate Schedule FTS, NTS, NTS-S, TPS, SST, GTS, or OPT transportation agreement may nominate, on a secondary basis, deliveries to the IPP up to the Transportation Demand set forth in Shipper's transportation service agreement. Secondary deliveries to the IPP will not be assessed commodity charges or Retainage and will have the priority set forth in Section 7.2(c) of the General Terms and Conditions. Deliveries originating from the IPP to either primary or secondary delivery points will be assessed commodity charges and Retainage and will have the priority set for in Section 7.2(c) of the General Terms and Conditions.

## 12. <u>MAXIMUM DAILY DELIVERY OBLIGATION AT DELIVERY POINTS AND</u> <u>MAXIMUM DAILY QUANTITY AT RECEIPT POINTS</u>

#### 12.1 Maximum Daily Delivery Obligation at Delivery Points.

(a) The Maximum Daily Delivery Obligation (MDDO) at each point of delivery under Transporter's firm transportation service Rate Schedules shall be set forth in the applicable Service Agreement. Unless further limited by a Design Daily Quantity, as described in 12.1(c) below, or by an Aggregate Daily Quantity, as described in 12.1(d) below, the MDDOs expressed in Shipper's firm Service Agreement shall serve to define Transporter's firm service obligation to Shipper at each of its delivery points. At a minimum, the MDDOs expressed in Shipper's Service Agreement will be utilized by Transporter in its design of any measurement, pressure regulation, lateral pipeline, or other local facilities used to make deliveries to Shipper at each of its delivery points under the Service Agreement. Unless otherwise specified in an applicable Service Agreement, Transporter will use 1/24th of the MDDO for such hourly design purposes. Transporter retains the right to restrict Shipper activity in excess of this hourly design under Section 17 of the General Terms and Conditions. Where Shipper receives service from Transporter under two or more firm service Rate Schedules, the MDDOs specified in one Service Agreement may be incorporated by reference in the other Service Agreements.

(b) The sum of the MDDOs under all of Shipper's firm Service Agreements shall equal the sum of the Transportation Demands under all of Shipper's firm Service Agreements; provided, however, that the sum of those MDDOs may exceed Shipper's specified Transportation Demand if the Shipper previously held Service Agreements under Transporter's former CDS or SGS Rate Schedules. Where the sum of the MDDOs exceed Shipper's Transportation Demand, Transporter's firm service obligation to Shipper may be further limited by Design Daily Quantities, as described in 12.1(c) below, or by Aggregate Daily Quantities, as described in 12.1(d) below.

(c) Notwithstanding the MDDOs at individual delivery points, Transporter and Shipper may mutually agree to further define Transporter's service obligation to Shipper under Transporter's firm service Rate Schedules by implementation of a Design Daily Quantity (DDQ) at each point of delivery to Shipper. If applicable, the DDQ at each point of delivery under Transporter's firm transportation service Rate Schedules shall be set forth in the applicable Service Agreement, and shall serve to define Transporter's firm service obligation to Shipper at each of its delivery points in a specified area on a coincidental design day, unless such obligation is further limited by an Aggregate Daily Quantity, as described in 12.1(d) below. The DDQ at each point of delivery will be equal to or less than the corresponding MDDO value at each point. The DDQs expressed in Shipper's Service Agreement will be utilized by Transporter in its design of its transmission pipeline systems. Unless otherwise specified in an applicable Service Agreement, Transporter will use 1/24<sup>th</sup> of the DDQ for such hourly design purposes. Transporter retains the right to restrict Shipper activity in excess of this hourly design under Section 17 of the General Terms and Conditions. Where Shipper receives

service from Transporter under two or more firm service Rate Schedules, the DDQs specified in one Service Agreement may be incorporated by reference in the other Service Agreements.

(d) Notwithstanding the MDDOs or DDQs at individual delivery points, Transporter and Shipper may mutually agree that Transporter's combined aggregate service obligation at all or some of the delivery points to Shipper in a specified area (the Aggregate Area) shall, if applicable, be limited to an Aggregate Daily Quantity (ADQ). Aggregate Area ADQs may themselves be included in larger Aggregate Area ADQs that would control multiple areas. All such Aggregate Area ADQs shall be set forth in the applicable Service Agreement. The Service Agreement will also specify which delivery points are to be included in and limited by an Aggregate Area ADQ. Any Aggregate Area ADQ will be equal to or less than the sum of the individual MDDOs or DDQs for each of the delivery points that are governed by that ADQ. Where Shipper receives service from Transporter under two or more firm service Rate Schedules, the ADQs specified in one Service Agreement may be incorporated by reference in the other Service Agreements.

(e) Unless waived by Transporter in its reasonable discretion, the aggregate of Shipper's MDDOs, DDQs and ADQs, where applicable, shall be reduced in proportion to any reduction by Shipper in its Total Firm Entitlement (TFE). Shipper shall have the right to specify the delivery points at which the reductions or adjustments in those MDDOs, DDQs and ADQs shall be made.

12.2 Maximum Daily Quantity at Receipt Points.

(a) Shipper's Maximum Daily Quantity at each point of receipt under Transporter's firm service Rate Schedules shall be set forth in the applicable Service Agreement.

(b) The sum of Shipper's Maximum Daily Quantity at all receipt points shall equal the sum of the Transportation Demand under Shipper's firm Service Agreements plus quantities necessary for Retainage.

#### 13. PRESSURE

Transporter shall deliver gas at each delivery point to or for the account of (a) Shipper at the pressure which shall be available from time to time in Transporter's pipeline, less any pressure reduction that may occur through any measurement, flow control, regulation or other appurtenant facilities that are owned by Transporter; provided, however, that Transporter and Shipper may mutually agree to a specific minimum delivery pressure for a stated period at any delivery point or points which Transporter shall agree to meet or exceed, and where necessary, upon specified conditions to ensure that such agreements do not have any adverse effects on Transporter's system. Transporter's obligation to meet or exceed this minimum delivery pressure shall be contingent upon total deliveries at the particular delivery point or points not exceeding the Transporter's hourly design as outlined in Section 12 of the General Terms and Conditions, unless specified within the applicable Service Agreement(s), for the combined total of all Shippers who hold firm Service Agreement rights to said point or points. Transporter may meet or exceed the specified minimum delivery pressure if deliveries at the delivery point or points are in excess of the combined total of all Shippers who hold firm Service Agreement rights to said point or points or any specified hourly flow commitments, but shall have no obligation to do so. If Transporter and Shipper agree to a specific minimum delivery pressure obligation for a stated period, the pressure obligation and any conditions will be specified in the pro forma service agreement in the blank spaces provided. Transporter may at any time, and from time to time, exceed a minimum delivery pressure obligation it has made to a Shipper. Transporter also may operate its facilities at less than the minimum delivery pressure obligation made to a Shipper when the Shipper does not require the agreed-upon minimum delivery pressure. If Transporter and a Shipper are unable to mutually agree upon a minimum pressure commitment, Transporter will, upon request from that Shipper, provide a written explanation concerning the operational reasons for the denial.

Shipper shall deliver gas or cause gas to be delivered to Transporter at the receipt (b) points at a pressure sufficient to allow the gas to enter Transporter's pipeline, as such pressure shall vary from time to time. Transporter shall not be required to compress into its pipeline gas transported under any Rate Schedule, or otherwise change its normal pipeline operations. At each receipt point, Shipper shall provide, or cause to be provided, equipment acceptable to Transporter that will prevent overpressuring of Transporter's pipeline. Transporter and Shipper may agree to a specific minimum receipt pressure for a stated period at any point or points, below which Transporter is not obligated to receive gas from or on behalf of Shipper, and where necessary, upon specified conditions to ensure that such agreements do not have any adverse effect on Transporter's system. If Transporter and Shipper agree to a specific minimum receipt point pressure obligation for a stated period, the pressure obligation and any conditions will be specified in the pro forma service agreement in the blank spaces provided. If Transporter and a Shipper are unable to mutually agree upon a minimum pressure commitment, Transporter will, upon request from that Shipper, provide a written explanation concerning the operational reasons for the denial.

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(c) Transporter will not enter into minimum pressure obligations or conditions that will adversely affect Transporter's ability to meet its firm service obligations to an existing Shipper. In addition, Transporter will not unilaterally impose new contractual minimum pressure conditions when an existing Shipper exercises its right of first refusal in accord with Section 4 of the General Terms and Conditions.

#### 18. INVENTORY TRANSFERS AND IMBALANCE TRANSFERS

18.1 <u>Transfers Generally</u>. A Shipper may transfer inventory in its account to its other account(s) or the accounts of other Shippers under this Section. For purposes of this Section, the term "account" shall mean a Shipper's gas account under a storage or transportation Service Agreement with Transporter. A Shipper seeking to transfer inventory between accounts pursuant to this Section shall notify Transporter electronically through Transporter's EBB using Transporter's approved nomination form as set forth on Transporter's EBB. Transporter shall not be obligated to provide any information to a Shipper concerning the account status of other Shippers' accounts. Transporter will permit a Shipper, upon request, to post on Transporter's EBB an announcement of Shipper's desire to transfer inventory, but Shipper shall remain responsible for making all arrangements effecting the proposed transfer.

18.2 <u>No Cost Transfers</u>. A Shipper may transfer inventory from an account under a Service Agreement with Transporter set forth under column "From" to an account under a Service Agreement with Transporter set forth under Column "To", as set forth below, without incurring transportation, storage, injection or withdrawal charges or surcharges, and without assessment of Retainage on the transferred quantity:

	From	<u>To</u>
(a)	FTS, OPT, ITS, NTS, NTS-S	FTS, OPT, ITS, NTS, NTS-S, GTS
(b)	FSS, FSS-M, FBS, ISS, ISS-M	FSS, FSS-M, FBS, ISS, ISS-M, SIT, NTS, NTS-S, GTS
(c)	SIT	NTS, NTS-S, GTS
(d)	GTS	GTS
(e)	FT-C	FT-C

(f) In addition, a Shipper with an SIT Service Agreement with Transporter which has a remaining inventory balance thereunder after having crossed-zero once within the prior 10-day period pursuant to Section 3(b) of the SIT Rate Schedule (and other than as a result of cost-free inventory transfers pursuant to this Section 18) may transfer such remaining inventory balance, or portion thereof, to another Shipper's (or Shippers') SIT Service Agreement with Transporter; provided that (1) such transferee Shipper (or Shippers) has also crossed-zero once within the same prior 10-day period pursuant to Section 3(b) of the SIT Rate Schedule (and other than as a result of cost-free inventory transfers pursuant to this Section 18) and (2) both Shippers' accounts move closer to, but without crossing zero as a result of such transfer. In addition, an SIT Shipper shall not create an SIT balance where one did not previously exist by engaging in an inventory transfer with another SIT Shipper.

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(g) Transportation imbalances that are unresolved (other than through operation of the applicable terms of this Tariff; e.g, the FSS or FSS-M Rate Schedules, General Terms and Conditions Section 8, predetermined allocation agreements, etc.) under a Shipper's non-FSS or FSS-M Service Agreements may be transferred to the Segmentation Pool by nominating such imbalance quantities for transfer. There will be no charge for transferring imbalance quantities to the Segmentation Pool under this provision.

#### 18.3 <u>Nominated Transfers</u>.

(a) A Shipper seeking to transfer inventory from and to accounts under Service Agreements with Transporter other than those permitted without cost or assessment of Retainage as set forth in Section 18.2 shall nominate such inventory quantities for transportation pursuant to the terms of the Service Agreement with Transporter under which said inventory is held in account for Shipper; provided that a Shipper with a SIT Service Agreement with Transporter shall not transfer inventory to the SIT account of another Shipper unless both Shippers' accounts move closer to, but without crossing zero as a result of such transfer. In cases where an FSS, FSS-M, FBS, ISS, or ISS-M Shipper proposes to transfer inventory to an SIT Shipper, the SIT Shipper's account must move closer to zero as a result of the transfer. In addition, a SIT Shipper shall not create a SIT balance where one did not exist previously by engaging in an inventory transfer with another Shipper. Nominations shall be pursuant to Section 6 (Nominating, Scheduling and Monitoring) of the General Terms and Conditions. Nominated and transferred inventory quantities shall be subject to the charges and surcharges, and assessment of Retainage applicable to the Service Agreement with Transporter specified in the nomination.

(b) A Shipper may transfer inventory from its FSS, FSS-M, FBS, ISS or ISS-M Service Agreement account with Transporter to the Segmentation Pool by nominating such inventory quantities for transfer. Shipper shall not be subject to transportation commodity charges or Retainage on the transportation into the Segmentation Pool but will be subject to applicable storage withdrawal fees when gas is removed from storage for transfer to the Segmentation Pool.

18.4 <u>Effectiveness of Transfers</u>. Any transfer made pursuant to Section 18.2 shall be effective on the date a Shipper's completed nomination form is received by Transporter electronically through its EBB, unless Transporter rejects the transfer within two business days of Transporter's receipt of such completed nomination form pursuant to Section 18.5. Any transfer made pursuant to Section 18.3 shall be effective on the date a Shipper's nomination to transport inventory quantities is received by Transporter electronically through its EBB, unless Transporter rejects the nomination prior to transportation pursuant to Section 18.5. A transfer shall become effective as of a date certain in accordance with the foregoing, and shall have prospective, as opposed to retroactive, effect with respect to the affected accounts from that date certain. The cumulative balance in such affected accounts shall be adjusted as of the effective date of a transfer in accordance with the transfer. 18.5 <u>Rejection by Transporter</u>. Transporter may, in its reasonable discretion, reject any proposed transfer if it determines that such transfer cannot be accommodated: (i) without diminishing Transporter's ability to provide firm service to any Shipper; (ii) without increasing Transporter's firm service obligations; (iii) because the gas sought to be transferred is not on Transporter's system; (iv) because of the actual account status of the transferor's and transferee's accounts, as reflected in Transporter's records; (v) because the transfer is requested to have a retroactive effective date; (vi) without threatening the integrity of Transporter's system; (vii) because a SIT Shipper's account will not move closer to zero as a result of the proposed inventory transfer; or (viii) a SIT balance would be created where one did not previously exist as a result of the proposed inventory transfer. If the transfer is rejected pursuant to this Section 18.5, Transporter shall provide the Shipper seeking to transfer inventory that Shipper's actual account status under the applicable Service Agreement.

18.6 Imbalance Netting and Trading

(a) <u>Definitions</u>. For purposes of this Section 18.6, the following definitions shall be applicable:

(1) "<u>Operational Impact Area</u>" is the term used to describe Transporter's designation of the largest possible area(s) on its system in which imbalances have a similar operational effect.

(2) "<u>Netting</u>" is the term used to describe the process of resolving imbalances for Shipper within an Operational Impact Area. There are two types of Netting: (a) summing is the accumulation of all imbalances above any applicable tolerances for Shipper or agent; and (b) offsetting is the combination of positive or negative imbalances above any applicable tolerances for Shipper or agent.

(b) <u>Month-end Imbalances</u>.

(1) Transporter shall allow Shipper (including agents of Shipper) to net imbalances within the same Operational Impact Area on and across service agreements with Shipper and to trade imbalances within the same Operational Impact Area.

(2) Transporter shall provide Shippers the ability to post and trade imbalances until at least the close of the seventeenth (17th) business day of the month.

(3) Transporter shall provide Shippers the ability to view and, upon request, download posted imbalances.

(4) Imbalances to be posted for trading should be authorized by Shipper.

(5) An Authorization to Post Imbalances that is received by Transporter by 11:45 a.m. (CT) should be effective by 8:00 a.m. (CT) the next business day. An

imbalance that is previously authorized for posting should be posted on or before the ninth (9th) business day of the month.

(6) Transporter is not required to post zero imbalances.

(7) Netting, posting, and trading of imbalances shall be accomplished based upon Transporter's current method for accounting for imbalances and Transporter is not required to institute daily imbalance procedures.

(8) Transporter shall enable the imbalance trading process through the use of the Imbalance Trade screen in Transporter's EBB. All finalized imbalance trades will be reflected prior to or on the next monthly Shipper Imbalance.

(9) When trading imbalances, Shippers shall specify a quantity.

(10) An imbalance trade can only be withdrawn by the Initiating Trader and only prior to the Confirming Trader's confirmation of the trade. An imbalance trade is considered final when confirmed by the Confirming Trader and effectuated by Transporter.

(11) To account for any imbalances after imbalance trading, where Transporter associates such imbalance with a service agreement, Shipper and Transporter shall agree to designate one of Shipper's valid service agreements in the Operational Impact Area where the original imbalance occurred, for such purpose.

(12) In the event that Shipper desires to net imbalances across the Zones, Shipper shall be subject to the applicable charges and fees for service across the Zones only if any such charges and fees for the service have not already been paid. Any such service necessary to effectuate imbalance netting across the Zones shall be administered under the Service Agreement of the Shipper's choosing. Shipper must notify Transporter of its desire to net imbalances across the Zones under the Service Agreement chosen by the Shipper.

(13) In the event that Shipper desires to trade imbalances across the Zones, the Initiating Trader shall be subject to the applicable charges and fees for service across the Zones only if any such charges and fees for the service have not already been paid. Any such service necessary to effectuate imbalance trading across the Zones shall be administered under the Service Agreement of the Initiating Trader's choosing.

#### 49. OPERATIONAL TRANSACTIONS

49.1 <u>Eligible Transactions.</u> Transporter may buy, sell and/or borrow or tender gas for return at a later date (an "Operational Transaction") to the extent necessary to:

- (a) maintain system pressure and line pack;
- (b) manage system imbalances;

(c) perform other operational functions of Transporter in connection with transportation, storage, and other similar services; and/or

(d) otherwise protect the operational integrity of Transporter's system.

Any Operational Transaction will be made on an unbundled basis. Transporter may assess separate transportation charges, where applicable, for transportation service to or from the point of any Operational Transaction. Sales by Transporter will be made at receipt point(s), which may include Pooling Points or Aggregation Points as defined in Transporter's IPP or AS Rate Schedules or at the points of interconnection with the upstream pipelines prior to receipt into Transporter's system. Other Operational Transactions will be made at locations where the gas may be most operationally needed from time to time. Operational Transactions will have a lower priority than firm service.

49.2 <u>Posting Requirements.</u> Transporter will post its quantities for sale, borrow or tender for bidding on its electronic bulletin board in accordance with the applicable bidding provisions which will be posted at the time of the offer. Transporter will provide as much advance notice through its EBB as is reasonably possible, but not less than 24 hours in advance of any gas purchases. Transporter reserves its right, in its sole discretion, to:

- (a) withdraw its postings;
- (b) reject all bids due to operational changes; and/or

(c) reject any bids which do not meet or which contain modifications to the terms of the posting or which contain terms that are operationally unacceptable.

49.3 <u>Reporting Requirements.</u> Transporter will file a report on or before March 1 of each year reflecting the Operational Transactions for the 12-month period ending the preceding December 31. The report will indicate:

- (a) whether the Operational Transaction was a purchase, sale, borrow or tender;
- (b) the source of the gas in the Operational Transaction;

(c) the date of the Operational Transaction; (for borrows and tenders, Transporter will include the beginning and termination date of the transaction);

- (d) volumes, expresses in dekatherms;
- (e) the Operational Transaction price, expressed as a rate per dekatherm;
- (f) the costs and revenues from the Operational Transaction;
- (g) the disposition of the associated costs and revenues;

(h) an explanation of the purpose of any Operational Transaction, any alternatives that were considered, and how the action(s) taken were the best available; and

(i) and explanation for any exercise of Transporter's rights under Section 49.2.

### 49.4 Operational Transaction Rate Adjustment (OTRA) Mechanism

- (a) <u>Purpose</u>. This Section provides for the recovery of the costs of Operational Transactions (OTRA Costs) incurred in order to ensure sufficient flowing supply in Transporter's system in Market Areas 1, 2, 3 and 7, including carrying charges calculated under Section 154.501 of the Commission's regulations, through an OTRA surcharge applicable to Transporter's FTS, NTS, NTS-S, TPS, SST, GTS, OPT and ITS Rate Schedules. Such costs include, but are not limited to, the difference between the purchase price of gas in Market Areas 1, 2, 3, and 7 (or points on other pipelines) and the price for the sale of equivalent volumes at other locations on Transporter's system. Such OTRA costs shall include costs incurred under any third party transportation contracts associated with OTRA. Such third party transportation costs will not be included in the Transporter's TCRA costs. Transporter for the Operational Transactions described in this Section 49.4 ("OTRA Revenues").
- (b) <u>Transporter's OTRA Filings</u>. On a semi-annual basis, Transporter will make a Section 4(e) rate filing to adjust its OTRA rates to take into account both prospective changes in OTRA Costs and unrecovered OTRA Costs for the summer season (April 1 to October 31) and winter season (November 1 to March 31). These filings will be submitted no later than: (i) April 1 of each year, to become effective May 1; and (ii) November 1 of each year, to become effective December 1.
- (c) <u>Calculation of Current OTRA Surcharge</u>. In each OTRA Filing, Transporter will calculate and allocate to the applicable Rate Schedules on an as-billed basis and in a manner consistent with Transporter's currently effective cost allocation and rate

design, the Current OTRA Surcharge by: (i) estimating the total OTRA Costs, including any third party transportation costs associated with OTRA and the total OTRA Revenues for the summer or winter period (as applicable) commencing with the effective date of the OTRA Filing; (ii) subtracting the OTRA Revenues from the OTRA Costs; and (iii) dividing that amount by the applicable rate design determinants under all of the applicable Rate Schedules for that same period. In the event third party transportation capacity is acquired in excess of Transporter's operational needs, Transporter will attempt to release the excess capacity and credit revenue amounts against the OTRA costs incurred during that period.

- (d) <u>True-Up of OTRA Surcharge</u>. In each OTRA Filing, Transporter will calculate and allocate to the applicable Rate Schedules on an as-billed basis and in a manner consistent with Transporter's currently effective cost allocation and rate design, the OTRA True-Up Surcharge by subtracting from the OTRA Costs (less OTRA Revenues) actually incurred by Transporter during the preceding OTRA period the amount collected by Transporter during that period under the theneffective Current OTRA Surcharge and dividing the difference, whether positive or negative, by the estimated design determinants under the applicable Rate Schedules for period commencing on the effective date of that OTRA Filing.
- (e) <u>Termination</u>. If the provisions described in this Section 49.4 are terminated, Shippers under the applicable Rate Schedules from the date of Transporter's most recent OTRA Filing through the date of termination (Termination Period) will remain subject to any unrecovered OTRA Costs (less OTRA Revenues), and Transporter will be required to refund any over-recovered OTRA Costs (less OTRA Revenues). Any positive or negative balances in Transporter's OTRA account as of the date of termination will be charged or refunded to Shippers under the applicable Rate Schedules over a six-month period following the Termination Period.

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## 52. Capital & Compliance Recovery Mechanism (CCRM)

52.1 Purpose. This Section provides for the recovery of Transporter's revenue requirements associated with investments in Eligible Facilities in the categories of (1) third party compliance; (2) safety and integrity; and (3) system reliability, as defined in Section 52.3(a) (Revenue Requirements) in order to modernize Transporter's system (Modernization Program). These Revenue Requirements will be recovered through separately-tracked surcharges (CCRM Rate(s)) that will be added to the base tariff rates applicable to Shippers under Transporter's FTS, NTS, NTS-S, ITS, GTS, OPT, TPS, SST, FSS, and FBS Rate Schedules set forth in this Tariff (Applicable Rate Schedules). Except as otherwise provided in this Tariff or in an individual service agreement, the CCRM-T (defined below) shall apply to service agreements under Transporter's FTS, NTS, NTS-S, ITS, GTS, OPT, TPS, and SST Rate Schedules and the CCRM-S (defined below) shall apply to service agreements under Transporter's FSS and FBS Rate Schedules. Service agreements that are exempt from paying the CCRM will remain exempt from paying the CCRM-T or the CCRM-S, as applicable. The CCRM Rates will provide for the recovery of the Revenue Requirements associated with capital expenditures incurred through November 30, 2031 related to Eligible Facilities that are placed into service during this term.

Transporter's CCRM Filings. The first CCRM rate filing will implement CCRM Rate(s) 52.2 to become effective April 1, 2026 to recover Revenue Requirements related to Eligible Facilities that have been placed into service between April 1, 2025 through November 30, 2025 (CCRM Period) and any trailing capital expenditures associated with such Eligible Facilities placed into service during such eight month period, provided that (a) such trailing capital expenditures are incurred by Transporter before such CCRM Filing is made and (b) the inclusion of such trailing capital expenditures does not cause the total amount of investment in Eligible Facilities to exceed the annual and overall CCRM caps set forth in Section 52.3(c) of this Tariff. Subsequently, Transporter will have the right to file to adjust the CCRM Rate(s) to become effective April 1 to additionally recover Revenue Requirements related to Eligible Facilities that have been placed into service during the December 1 through November 30 period (CCRM Period(s)) prior to such CCRM Filing and any trailing capital expenditures associated with Eligible Facilities placed into service provided that (a) such trailing capital expenditures are incurred by Transporter before such CCRM Filing is made and (b) the inclusion of such trailing capital expenditures does not cause the total amount of investment in Eligible Facilities to exceed the annual and overall CCRM caps set forth in Section 52.3(c) of this Tariff. Any filings by Transporter pursuant to this Section 52.2 are referred to in this Tariff as a "CCRM Filing."

### 52.3 <u>CCRM Implementation</u>.

(a) <u>Eligible Facilities</u>. Eligible Facilities have been defined in the Eligible Facilities Plan (EFP) as filed by Transporter in its general Section 4 rate case filed September 30, 2024 and also include the facilities added in accordance with Section 52.3(a)(1) and Section 52.3(a)(2) of this Tariff. Each Eligible Facilities investment will be allocated to the appropriate transmission zone (CCRM-T) or storage (CCRM-S) rates in accordance with Section 52.4 of this Tariff. Transporter's CCRM Filings will revise the CCRM Rate(s) to take into account both changes in

the Revenue Requirements and over/under-recovered Revenue Requirements from the preceding periods.

(1) Discretionary Eligible Facilities. Transporter shall have the right to cancel projects and retains the discretion to recover capital expenditures and expenses associated with projects related to facilities not listed in the EFP through the CCRM Rate(s) set forth in any CCRM Filing provided that the expenditures are for one or more projects falling within one or both of the following categories: (1) additional bare steel replacement and/or abandonment projects and (2) projects to address issues that Transporter believes could lead to imminent unsafe conditions, and provided further that: (a) the projects are similar in purpose and scope to those provided in the EFP; (b) such construction projects do not result in the cost limits set forth in Section 52.3(c) of this Tariff being exceeded; and (c) no costs may be included from such construction projects which would otherwise be ineligible for CCRM recovery. Such projects will be deemed to be investments in Eligible Facilities for purposes of this Section 52 of the Tariff.

(2) <u>Unanticipated Eligible Facilities</u>. Transporter shall be permitted to recover capital expenditures and expenses associated with facilities that are not listed in the EFP and that do not fall into one of the categories listed in Section 52.3(a)(1) provided that Transporter receives the consent of shippers constituting a majority of the billing determinants subject to the applicable CCRM Rate(s) or approval from the Commission during the term of the modernization program. Such facilities will be deemed to be Eligible Facilities for purposes of this Section 52 of the Tariff.

(b) <u>Right to Challenge CCRM Filings</u>. Parties shall have the right to challenge the CCRM Filings.

(c) <u>Cost Limits</u>. The total amount of prudent capital investment in Eligible Facilities incurred for which Revenue Requirements may be recovered through the CCRM will not exceed an annual cap of \$450 million, subject to a 15 percent annual program tolerance. The total amount of prudent capital investment in Eligible Facilities incurred for which Revenue Requirements are eligible for recovery through the CCRM for this term will not exceed \$2.9 billion. The initial date of such investment will be deemed to have begun on April 1, 2025. Any costs exceeding the cost limits in this Section 52.3(c) shall be treated as GPMC under Section 52.3(d) of this Tariff.

(d) <u>GPMC Levels</u>. Transporter will expend annual general plant maintenance capital (GPMC) costs of \$185 million per year during the seven year term for transmission and storage function projects (GPMC Projects) and such GPMC Projects will not be considered Eligible Facilities. If Transporter expends less than \$185 million in GPMC in the applicable years of the seven year term, the difference will be used to reduce the plant investment included in the CCRM and the total amount of Eligible Facilities for which the Revenue Requirements would be recoverable through the CCRM will be adjusted downward by such difference.

52.4 <u>CCRM Rate Calculation</u>. In each CCRM Filing, Transporter will calculate the CCRM Rate(s) and allocate to the Applicable Rate Schedules (as defined above) on an as-billed basis and in a manner consistent with Transporter's currently effective cost allocation and rate design, as set forth below:

(a) <u>Determination of Revenue Requirements</u>. Transporter will first calculate the Revenue Requirements related to those Eligible Facilities that were placed in and remained in service during the applicable prior CCRM Periods set forth in Section 52.2 of this Tariff and any applicable trailing capital expenditures associated with such Eligible Facilities placed into service during such applicable prior CCRM Period, subject to the limitations in Section 52.2 of this Tariff.

(1) <u>Storage</u>. The Storage Revenue Requirements associated with Eligible Facilities will consist of (A) a total rate base multiplier comprised of: (i) a pre-tax rate of return of 14.66 percent and (ii) a Taxes Other than Income Taxes (TOIT) calculation utilizing the applicable ad valorem tax rate at the time of filing multiplied by the "net rate base" (i.e., the gross plant minus accumulated depreciation and accumulated deferred income taxes) associated with Eligible Facilities that have been functionalized as storage by Transporter; (B) Transporter's applicable storage depreciation rate and storage negative salvage rate, both multiplied by the gross plant associated with Eligible Facilities that have been functionalized as storage associated with Eligible Facilities.

(2) <u>Transmission-East</u>. The Transmission-East Revenue Requirements associated with Eligible Facilities will consist of (A) a total rate base multiplier comprised of: (i) a pre-tax rate of return of 14.66 percent and (ii) a TOIT calculation utilizing the applicable ad valorem tax rate at the time of filing multiplied by the "net rate base" (i.e., the gross plant minus accumulated depreciation and accumulated deferred income taxes) associated with Eligible Facilities that have been functionalized as transmission-east by Transporter; (B) Transporter's applicable transmission depreciation rate and transmission negative salvage rate, both multiplied by the gross plant associated with Eligible Facilities that have been functionalized as transmission-east by Transporter; and (C) expenses associated with Eligible Facilities.

(3) <u>Transmission-West</u>. The Transmission-West Revenue Requirements associated with Eligible Facilities will consist of (A) a total rate base multiplier comprised of: (i) a pre-tax rate of return of 14.66 percent and (ii) a TOIT calculation utilizing the applicable ad valorem tax rate at the time of filing multiplied by the "net rate base" (i.e., the gross plant minus accumulated depreciation and accumulated deferred income taxes) associated with Eligible Facilities that have been functionalized as transmission-west by Transporter; (B) Transporter's applicable transmission depreciation rate and transmission negative salvage rate, both multiplied by the gross plant associated with Eligible Facilities that have been functionalized as transmission-west by Transporter; and (C) expenses associated with Eligible Facilities.

(b) <u>Allocation of Revenue Requirements</u>. Transporter will allocate the Revenue Requirements across each Applicable Rate Schedule to derive the CCRM-T and CCRM-S Rate on a per unit basis, utilizing the greater of:

(1) The annual billing determinants for customers under the Applicable Rate Schedules, including billing determinants for all non-incremental negotiated rate service agreements that are by their terms exempt from paying the CCRM, but excluding billing determinants associated with service agreements for capacity on incrementally-priced expansion projects, which are not subject to the CCRM as described in Section 52.4(d) of the Tariff, and adjusted for discounted contracts as described in Section 52.4(c) of the Tariff for each applicable CCRM Period set forth in Section 52.2 of this Tariff; or

(2) A transmission-east billing determinant floor of 34,399,464 Dth, a transmission-west billing determinant floor of 63,408,008 Dth, and a storage billing determinant floor with a MDSQ of 37,852,239 Dth and SCQ of 2,107,332,641 Dth for each CCRM Filing, as applicable.

(3) If the billing determinants are lower than the floors set forth herein, Transporter will impute billing determinants at the maximum applicable rate and the revenues that would be associated with such billing determinants to reflect the above-stated billing determinant levels in the calculation of the CCRM Rate(s).

(4) Subject to Section 52.5, Columbia shall be at risk for any under-recovery of the Revenue Requirement associated with the billing determinants of non-incremental negotiated rate service agreements that are by their terms exempt from paying the CCRM.

(c) <u>Billing Determinants Associated with Discounted and Non-Incremental</u> <u>Negotiated Rate Service Agreements</u>. Transporter will allocate a portion of the revenues derived from discount rate agreements to its calculation of actual revenues derived by the CCRM. To the extent discounted transactions would reduce the level of revenue below the level that results from the billing determinant floor set forth in Section 52.4(b)(2) above, Transporter will impute billing determinants and the revenues that would be associated with such billing determinants at the maximum applicable rate up to that floor level. Non-incremental negotiated rate agreement billing determinants will be imputed at the maximum CCRM Rate.

(d) <u>Billing Determinants under Incrementally-Priced Expansion Projects</u>. Incrementally-priced expansion projects will not be charged the CCRM Rate(s) and the billing determinants for incrementally-priced expansion projects will not be included in the calculation of the CCRM Rate(s). In the event the FERC's policy with respect to the rate treatment of incrementally-priced expansion projects changes after the effectiveness of this provision of the Tariff, any future treatment of incrementally-priced expansion projects.

(1) When incrementally-priced expansion projects are constructed concurrently with Eligible Facilities, the costs of such combined projects shall be allocated between the Modernization Program and the expansion project.

(e) <u>Cost Over/Under Recovery</u>. Except to the extent such results from the imputation of billing determinants under the billing determinant floors or for non-incremental negotiated rate agreements that exclude the CCRM, any over/under recovery of the Revenue Requirements will be recovered in the next succeeding CCRM Filing. Subject to the annual and overall CCRM caps set forth in Section 52.3 of this Tariff, the over/under recovery will be calculated each year by comparing the actual Revenue Requirements, by function, to the revenues received during the recovery period, including any revenues required to be imputed by Transporter pursuant to Section 52.4(b) of this Tariff, above.

52.5 <u>Term of CCRM</u>. The CCRM will reflect the Revenue Requirements for capital and applicable expenses placed into service during the term commencing April 1, 2025 and ending on November 30, 2031. Upon termination of the CCRM, Shippers under the Applicable Rate Schedules will remain subject to any unrecovered CCRM costs and Transporter will be required to refund any over-recovered CCRM costs. Any positive or negative balances in Transporter's CCRM account as of the expiration of the CCRM will be charged or refunded to Shippers, as applicable, in the next monthly billing cycle that is at least fifteen days after the termination of the CCRM.

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Currently Effective Rates Applicable to Rate Schedule FTS Rate Per Dth

### **RECEIPTS FROM EAST ZONE to DELIVERY TO EAST ZONE:**

	Base Tariff Rate 1/2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/4/	Daily Rate 2/4/
Rate Schedule FTS							
Reservation Charge 3/	\$ <u>9.19718.406</u>	0.561	0.086	0.053	<del>0.738<u>0.000</u></del>	<del>10.635</del> <u>19.10</u> 6	<u>0.3496</u> 0.6281
Commodity						_	
Maximum	¢	0.08	0.54	0.00	0.00	<del>1.25</del> <u>1.75</u>	<u>1.25</u> 1.75
Minimum	¢	0.08	0.54	0.00	0.00	<del>1.25</del> <u>1.75</u>	<u>1.25</u> 1.75
Overrun							
Maximum	¢ <del>30.87<u>61.64</u></del>	1.92	0.82	0.17	<del>2.43<u>0.00</u></del>	<del>36.21</del> <u>64.56</u>	<del>36.21</del> <u>64.56</u>
Minimum	¢ <u>0.631.13</u>	0.08	0.54	0.00	0.00	<del>1.25<u>1.75</u></del>	<del>1.25</del> <u>1.75</u>

Appendix B-2 Preferred Case Marked Pro Forma V.1. Currently Effective Rates FTS Rates Version 91.0.1

## **RECEIPTS FROM WEST ZONE to DELIVERY TO WEST ZONE:**

		Base Tariff Rate <u>1/2/</u>	TCRA Rates	EPCA Rates	OTRA Rates	<u>CCRM-T</u> <u>Rates</u>	<u>Total</u> Effective Rate 2/4/	<u>Daily</u> <u>Rate</u> 2/ 4/
<u>Rate Schedule FTS</u> <u>Reservation Charge 3/</u> <u>Commodity</u>	<u>\$</u>	<u>16.089</u>	<u>0.561</u>	<u>0.086</u>	<u>0.053</u>	<u>0.000</u>	<u>16.789</u>	0.5520
Maximum	¢	<u>0.96</u>	<u>0.08</u>	<u>0.54</u>	0.00	0.00	<u>1.58</u>	<u>1.58</u>
<u>Minimum</u>	¢	<u>0.96</u>	<u>0.08</u>	<u>0.54</u>	<u>0.00</u>	<u>0.00</u>	<u>1.58</u>	<u>1.58</u>
<u>Overrun</u> <u>Maximum</u> <u>Minimum</u>	<u>¢</u> ¢	<u>53.86</u> <u>0.96</u>	$\frac{1.92}{0.08}$	$\frac{0.82}{0.54}$	$\frac{0.17}{0.00}$	$\frac{0.00}{0.00}$	<u>56.78</u> <u>1.58</u>	<u>56.78</u> <u>1.58</u>

## **RECEIPTS FROM EAST ZONE to DELIVERY TO WEST ZONE & RECEIPTS FROM WEST ZONE to DELIVERY TO EAST ZONE:**

		Base Tariff Rate <u>1/2/</u>	TCRA Rates	EPCA Rates	OTRA Rates	<u>CCRM-T</u> <u>Rates</u>	<u>Total</u> Effective Rate 2/4/	<u>Daily</u> <u>Rate</u> 2/4/
Rate Schedule FTS								
Reservation Charge 3/	<u>\$</u>	<u>31.686</u>	0.561	<u>0.086</u>	<u>0.053</u>	0.000	<u>32.386</u>	<u>1.0647</u>
<u>Commodity</u>								
<u>Maximum</u>	¢	2.09	<u>0.08</u>	<u>0.54</u>	<u>0.00</u>	<u>0.00</u>	<u>2.71</u>	<u>2.71</u>
<u>Minimum</u>	¢	2.09	<u>0.08</u>	<u>0.54</u>	<u>0.00</u>	0.00	<u>2.71</u>	<u>2.71</u>
<u>Overrun</u>								
Maximum	¢	106.26	<u>1.92</u>	0.82	<u>0.17</u>	0.00	<u>109.18</u>	<u>109.18</u>
Minimum	¢	2.09	0.08	0.54	0.00	0.00	2.71	2.71

Appendix B-2 Preferred Case Marked Pro Forma V.1. Currently Effective Rates FTS Rates Version 91.0.1

- 1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.
- 2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.
- 3/ Minimum reservation charge is \$0.00.
- 4/ Transportation quantities received from TCO Pool that are delivered to any points in either the East Zone or West Zone on Transporter's system shall be assessed the applicable East to East Zone path or West to West Zone path, commodity charges, commodity surcharges, and Retainage, as provided for in this Tariff. Transportation quantities received from any point that are delivered to TCO Pool shall not be assessed commodity charges, commodity surcharges, or Retainage. Service agreements with TCO Pool as a firm primary receipt point or firm primary delivery point will be assessed applicable reservation charges and reservation surcharges for either an East to East Zone path or West to West Zone path as determined by the zone location of the matching receipt/delivery point.

Appendix B-2 Preferred Case Marked Pro Forma V.3. Currently Effective Rates NTS and NTS-S Rates Version 91.0.1

Currently Effective Rates Applicable to Rate Schedule NTS and NTS-S Rate Per Dth

# **RECEIPTS FROM EAST ZONE to DELIVERY TO EAST ZONE:**

		Base Tariff Rate 1/ 2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/ 5/	Daily Rate 2/ 5/
Rate Schedule NTS								
Reservation Charge 3/4/	\$	<del>9.324<u>19.079</u></del>	0.561	0.086	0.053	<u>0.738</u> 0.000	<del>10.762<u>19.7</u> 79</del>	<u>0.35370.6503</u>
Commodity							_	
Maximum	¢	<del>0.63<u>1.13</u></del>	0.08	0.54	0.00	0.00	<u>1.25</u> 1.75	<u>1.25</u> 1.75
Minimum	¢	<del>0.63<u>1.13</u></del>	0.08	0.54	0.00	0.00	<del>1.25<u>1.75</u></del>	<del>1.25</del> <u>1.75</u>
Overrun								
Maximum	¢	<u>31.28</u> 63.86	1.92	0.82	0.17	<u>2.430.00</u>	<del>36.62</del> 66.78	<del>36.62</del> 66.78
Minimum	¢	<del>0.63<u>1.13</u></del>	0.08	0.54	0.00	0.00	<u>1.25</u> 1.75	<u>1.25</u> <u>1.75</u>

Appendix B-2 Preferred Case Marked Pro Forma V.3. Currently Effective Rates NTS and NTS-S Rates Version 91.0.1

### **RECEIPTS FROM WEST ZONE to DELIVERY TO WEST ZONE:**

		Base Tariff Rate 1/2/	<u>TCRA</u> <u>Rates</u>	EPCA Rates	<u>OTRA</u> <u>Rates</u>	<u>CCRM-T</u> <u>Rates</u>	<u>Total</u> Effective Rate 2/ 5/	<u>Daily</u> <u>Rate</u> 2/ 5/
Rate Schedule NTS								
Reservation Charge 3/4/	<u>\$</u>	<u>16.762</u>	<u>0.561</u>	<u>0.086</u>	<u>0.053</u>	0.000	<u>17.462</u>	<u>0.5741</u>
Commodity								
Maximum	¢	<u>0.96</u>	0.08	0.54	0.00	0.00	<u>1.58</u>	<u>1.58</u>
Minimum	¢	<u>0.96</u>	<u>0.08</u>	0.54	0.00	0.00	<u>1.58</u>	<u>1.58</u>
Overrun								
Maximum	¢	56.07	1.92	0.82	0.17	0.00	58.99	<u>58.99</u>
Minimum	¢	0.96	0.08	0.54	0.00	0.00	1.58	1.58

## **RECEIPTS FROM EAST ZONE to DELIVERY TO WEST ZONE & RECEIPTS FROM WEST ZONE to DELIVERY TO EAST ZONE:**

		Base Tariff Rate 1/2/	TCRA Rates	EPCA Rates	OTRA <u>Rates</u>	<u>CCRM-T</u> <u>Rates</u>	<u>Total</u> <u>Effective</u> Rate 2/ 5/	<u>Daily</u> <u>Rate</u> <u>2/ 5/</u>
Rate Schedule NTS								
Reservation Charge 3/4/	<u>\$</u>	<u>32.359</u>	<u>0.561</u>	0.086	<u>0.053</u>	0.000	<u>33.059</u>	<u>1.0869</u>
<u>Commodity</u>								
Maximum	¢	<u>2.09</u>	0.08	<u>0.54</u>	0.00	0.00	<u>2.71</u>	<u>2.71</u>
<u>Minimum</u>	¢	<u>2.09</u>	<u>0.08</u>	0.54	0.00	<u>0.00</u>	<u>2.71</u>	<u>2.71</u>
Overrun								
Maximum	¢	108.48	1.92	0.82	0.17	0.00	111.40	111.40
Minimum	¢	2.09	0.08	0.54	0.00	0.00	2.71	2.71

Appendix B-2 Preferred Case Marked Pro Forma V.3. Currently Effective Rates NTS and NTS-S Rates Version 91.0.1

- 1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.
- 2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.
- 3/ Minimum reservation charge is \$0.00.
- 4/ The rates shown above for Service under Rate Schedule NTS shall be applicable to Service under Rate Schedule NTS-S except that the maximum Reservation Fee shall be adjusted to reflect the applicable expedited period of gas flow (EPF) utilizing the following formula, rounded to 3 decimal places:

NTS-S = NTS \* (24/EPF) where: NTS-S = NTS-S Reservation Fee NTS = Applicable NTS Reservation Fee 24 = Number of Hours in a Gas Day EPF - MDQ/MHQ

5/ Transportation quantities received from TCO Pool that are delivered to <u>any</u>-points in either the East Zone or West Zone on Transporter's system shall be assessed the applicable <u>East to East Zone path or West to West Zone path</u> commodity charges, commodity surcharges, and Retainage, as provided for in this Tariff. Transportation quantities received from any point that a re delivered to TCO Pool shall not be assessed commodity charges, commodity surcharges, or Retainage. Service agreements with TCO Pool as a firm primary receipt point or firm primary delivery point will be assessed applicable reservation charges and reservation surcharges for either an East to East Zone path or West to West Zone path as determined by the zone location of the matching receipt/delivery point.

Appendix B-2 Preferred Case Marked Pro Forma V.4. Currently Effective Rates ITS Rates Version 88.0.1

Currently Effective Rates Applicable to Rate Schedule ITS Rate Per Dth

### **RECEIPTS FROM EAST ZONE to DELIVERY TO EAST ZONE:**

	Winter Maximum	Winter Minimum	Summer Maximum	Summer Minimum
Commodity	¢	¢	¢	¢
Base Tariff Rate 1/2/	<u>37.0861.20</u>	<del>0.62<u>1.13</u></del>	<del>24.87<u>41.10</u></del>	<u>0.62</u> 1.13
TCRA Rates	1.91	0.08	1.31	0.08
EPCA Rates	0.82	0.54	0.73	0.54
OTRA Rates	0.18	0.00	0.12	0.00
CCRM-T Rates	<del>2.43</del> <u>0.00</u>	0.00	<u>1.62</u> 0.00	0.00
Total Effective Rate 2/3/	<u>42.42</u> 64.11	<del>1.24<u>1.75</u></del>	<del>28.65</del> 43.26	<del>1.24<u>1.75</u></del>
Daily Rate 2/3/	<u>42.42</u> 64.11	<del>1.24<u>1.75</u></del>	<del>28.65</del> <u>43.26</u>	<del>1.24<u>1.75</u></del>

### **RECEIPTS FROM WEST ZONE to DELIVERY TO WEST ZONE:**

	Winter	Winter	Summer	Summer
	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>
Commodity	<u>¢</u>	¢	¢	¢
Base Tariff Rate 1/2/	<u>74.83</u>	<u>0.96</u>	<u>50.09</u>	<u>0.96</u>
TCRA Rates	<u>1.91</u>	<u>0.08</u>	<u>1.31</u>	<u>0.08</u>
EPCA Rates	<u>0.82</u>	<u>0.54</u>	<u>0.73</u>	<u>0.54</u>
OTRA Rates	<u>0.18</u>	<u>0.00</u>	<u>0.12</u>	<u>0.00</u>
CCRM-T Rates	0.00	<u>0.00</u>	<u>0.00</u>	0.00
Total Effective Rate 2/3/	<u>77.74</u>	<u>1.58</u>	<u>52.25</u>	<u>1.58</u>
Daily Rate 2/3/	<u>77.74</u>	<u>1.58</u>	<u>52.25</u>	<u>1.58</u>

Effective On:

# **RECEIPTS FROM EAST ZONE to DELIVERY TO WEST ZONE & RECEIPTS FROM WEST ZONE to DELIVERY TO EAST ZONE:**

	Winter	<u>Winter</u>	<u>Summer</u>	<u>Summer</u>
	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>
Commodity	<u>¢</u>	<u>¢</u>	<u>¢</u>	<u>¢</u>
Base Tariff Rate 1/2/	<u>126.56</u>	<u>2.09</u>	<u>84.88</u>	<u>2.09</u>
TCRA Rates	<u>1.91</u>	<u>0.08</u>	<u>1.31</u>	0.08
EPCA Rates	0.82	<u>0.54</u>	<u>0.73</u>	0.54
OTRA Rates	<u>0.18</u>	0.00	0.12	0.00
CCRM-T Rates	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Effective Rate 2/3/	<u>129.47</u>	<u>2.71</u>	<u>87.04</u>	<u>2.71</u>
Daily Rate 2/3/	<u>129.47</u>	<u>2.71</u>	<u>87.04</u>	<u>2.71</u>

- 1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.
- 2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.
- 3/ Transportation quantities received from TCO Pool that are delivered to any-points in either the East Zone or West Zone on Transporter's system shall be assessed the applicable East to East Zone path or West to West Zone path commodity charges, commodity surcharges, and Retainage, as provided for in this Tariff. Transportation quantities received from any point that are delivered to TCO Pool shall not be assessed commodity charges, commodity surcharges, or Retainage. Service agreements with TCO Pool as a firm primary receipt point or firm primary delivery point will be assessed applicable reservation charges and reservation surcharges for either an East to East Zone path or West to West Zone path as determined by the zone location of the matching receipt/delivery point.

Appendix B-2 Preferred Case Marked Pro Forma V.5. Currently Effective Rates GTS Rates Version 90.0.1

Currently Effective Rates Applicable to Rate Schedule GTS Rate Per Dth

# **RECEIPTS FROM EAST ZONE to DELIVERY TO EAST ZONE:**

	Base Tariff Rate 1/2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/ 3/	Daily Rate 2/3/
Rate Schedule GTS							
Commodity							
Maximum	\$ $\frac{1.25632.85}{60}$	0.0377	0.0111	0.0035	<del>0.0485<u>0.0000</u></del>	1.3571 <u>2.9083</u>	1.3571 <u>2.9083</u>
Minimum	\$ 0.01030.01 85	0.0008	0.0054	0.00	0.00	<u>0.0165</u> 0.0247	0.0165 <u>0.0247</u>
MFCC	\$ <del>1.24<mark>60</mark>2.83</del> <u>75</u>	0.0369	0.0057	0.0035	<del>0.0485<u>0.0000</u></del>	<del>1.3406<u>2.8836</u></del>	<del>1.3406</del> 2.8836

### **RECEIPTS FROM WEST ZONE to DELIVERY TO WEST ZONE:**

		Base Tariff Rate 1/2/	TCRA Rates	EPCA Rates	<u>OTRA</u> <u>Rates</u>	<u>CCRM-T</u> <u>Rates</u>	<u>Total</u> Effective Rate 2/ 3/	<u>Daily</u> <u>Rate</u> <u>2/3/</u>
Rate Schedule GTS Commodity								
Maximum	<u>\$</u>	<u>2.7251</u>	0.0377	<u>0.0111</u>	<u>0.0035</u>	0.0000	<u>2.7774</u>	<u>2.7774</u>
Minimum	\$	0.0157	0.0008	0.0054	0.00	0.00	0.0219	0.0219
MFCC	\$	<u>2.7094</u>	<u>0.0369</u>	<u>0.0057</u>	0.0035	<u>0.0000</u>	<u>2.7555</u>	<u>2.7555</u>

### **RECEIPTS FROM EAST ZONE to DELIVERY TO WEST ZONE & RECEIPTS FROM WEST ZONE to DELIVERY TO EAST ZONE:**

	Base Tariff Rate <u>1/2/</u>	TCRA Rates	EPCA Rates	OTRA Rates	<u>CCRM-T</u> <u>Rates</u>	<u>Total</u> Effective Rate 2/ 3/	<u>Daily</u> <u>Rate</u> <u>2/ 3/</u>
Rate Schedule GTS							
<u>Commodity</u>							
Maximum	\$ <u>3.6055</u>	0.0377	<u>0.0111</u>	0.0035	0.0000	<u>3.6578</u>	<u>3.6578</u>
Minimum	\$ <u>0.0342</u>	<u>0.0008</u>	<u>0.0054</u>	<u>0.00</u>	<u>0.00</u>	<u>0.0404</u>	<u>0.0404</u>
MFCC	\$ <u>3.5713</u>	0.0369	0.0057	<u>0.0035</u>	<u>0.0000</u>	<u>3.6174</u>	<u>3.6174</u>

1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.

2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (http://www.ferc.gov) is incorporated herein by reference.

3/ Transportation quantities received from TCO Pool that are delivered to any-points in either East Zone or West Zone on Transporter's system shall be assessed the applicable East to East Zone path or West to West Zone path commodity charges, commodity surcharges, and Retainage, as provided for in this Tariff. Transportation quantities received from any point that are delivered to TCO Pool shall not be assessed commodity charges, commodity surcharges, or Retainage. Service agreements with TCO Pool as a firm primary receipt point or firm primary delivery point will be assessed applicable reservation charges and reservation surcharges for either an East to East Zone path or West to West Zone path as determined by the zone location of the matching receipt/delivery point.

Appendix B-2 Preferred Case Marked Pro Forma V.6. Currently Effective Rates OPT Rates Version 91.0.1

Currently Effective Rates Applicable to Rate Schedule OPT Rate Per Dth

# **RECEIPTS FROM EAST ZONE to DELIVERY TO EAST ZONE:**

		Base Tariff Rate 1/2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/ 4/	Daily Rate 2/4/
Rate Schedule OPT 30 Days Interruption								
Reservation Charge 3/ 60 Days Interruption	\$	<u>8.441<u>16.893</u></u>	0.514	0.079	0.049	<del>0.676<u>0.000</u></del>	<del>9.759<u>17.535</u></del>	0.3208 <u>0.5765</u>
Reservation Charge 3/	\$	<del>7.685</del> <u>15.380</u>	0.468	0.072	0.044	<del>0.616<u>0.000</u></del>	8.885 <u>15.964</u>	0.29220.5248
Commodity								
Maximum	¢	<del>0.63<u>1.13</u></del>	0.08	0.54	0.00	0.00	<u>1.25</u> 1.75	<del>1.25</del> <u>1.75</u>
Minimum	¢	<del>0.63<u>1.13</u></del>	0.08	0.54	0.00	0.00	<u>1.25</u> 1.75	<del>1.25</del> <u>1.75</u>
Overrun								
30 Days Interruption								
Maximum	¢	<del>28.38</del> <u>56.67</u>	1.77	0.80	0.16	<u>2.22</u> 0.00	<del>33.33<u>5</u>9.40</del>	<del>33.33<u>5</u>9.40</del>
Minimum	¢	<del>0.63</del> 1.13	0.08	0.54	0.00	0.00	<del>1.25</del> 1.75	<del>1.25</del> 1.75
60 Days Interruption								
Maximum	¢	<del>25.90</del> 51.69	1.62	0.78	0.14	<u>2.03</u> 0.00	<del>30.47<u>54.23</u></del>	<del>30.47<u>54.23</u></del>
Minimum	¢	<del>0.63</del> 1.13	0.08	0.54	0.00	0.00	<u>1.25</u> 1.75	1.25 <u>1.75</u>

Appendix B-2 Preferred Case Marked Pro Forma V.6. Currently Effective Rates OPT Rates Version 91.0.1

### **RECEIPTS FROM WEST ZONE to DELIVERY TO WEST ZONE:**

		Base Tariff Rate 1/2/	<u>TCRA</u> <u>Rates</u>	EPCA Rates	OTRA <u>Rates</u>	<u>CCRM-T</u> <u>Rates</u>	<u>Total</u> Effective Rate 2/4/	<u>Daily</u> <u>Rate</u> 2/4/
<u>Rate Schedule OPT</u> <u>30 Days Interruption</u>								
Reservation Charge 3/	<u>\$</u>	<u>14.766</u>	<u>0.514</u>	<u>0.079</u>	0.049	0.000	<u>15.408</u>	<u>0.5066</u>
60 Days Interruption Reservation Charge 3/	<u>\$</u>	<u>13.444</u>	<u>0.468</u>	<u>0.072</u>	<u>0.044</u>	<u>0.000</u>	<u>14.028</u>	<u>0.4612</u>
Commodity Maximum	¢	<u>0.96</u>	0.08	0.54	0.00	0.00	<u>1.58</u>	<u>1.58</u>
<u>Minimum</u> Overrun	¢	<u>0.96</u>	<u>0.08</u>	<u>0.54</u>	<u>0.00</u>	<u>0.00</u>	<u>1.58</u>	<u>1.58</u>
<u>30 Days Interruption</u>								
<u>Maximum</u>	¢	<u>49.51</u>	<u>1.77</u>	$\frac{0.80}{0.54}$	<u>0.16</u>	0.00	<u>52.24</u>	<u>52.24</u>
<u>Minimum</u> 60 Days Interruption	¢	<u>0.96</u>	<u>0.08</u>	<u>0.54</u>	<u>0.00</u>	<u>0.00</u>	<u>1.58</u>	<u>1.58</u>
Maximum	¢	<u>45.16</u>	<u>1.62</u>	<u>0.78</u>	<u>0.14</u>	0.00	<u>47.70</u>	<u>47.70</u>
Minimum	¢	<u>0.96</u>	0.08	0.54	0.00	0.00	<u>1.58</u>	<u>1.58</u>

Appendix B-2 Preferred Case Marked Pro Forma V.6. Currently Effective Rates OPT Rates Version 91.0.1

# **RECEIPTS FROM EAST ZONE to DELIVERY TO WEST ZONE & RECEIPTS FROM WEST ZONE to DELIVERY TO EAST ZONE:**

		Base Tariff Rate	<u>TCRA</u> <u>Rates</u>	EPCA Rates	<u>OTRA</u> <u>Rates</u>	<u>CCRM-T</u> <u>Rates</u>	$\frac{\text{Total}}{\text{Effective}}$	Daily Rate
<u>Rate Schedule OPT</u> 30 Days Interruption		<u>1/2/</u>					<u>Rate 2/4/</u>	<u>2/4/</u>
Reservation Charge 3/	<u>\$</u>	<u>29.081</u>	0.514	<u>0.079</u>	<u>0.049</u>	<u>0.000</u>	<u>29.723</u>	<u>0.9772</u>
60 Days Interruption Reservation Charge 3/	<u>\$</u>	26.477	<u>0.468</u>	<u>0.072</u>	0.044	<u>0.000</u>	27.061	<u>0.8897</u>
<u>Commodity</u> Maximum	¢	<u>2.09</u>	0.08	0.54	0.00	0.00	<u>2.71</u>	2.71
Minimum	¢	$\frac{2.09}{2.09}$	0.08	$\frac{0.54}{0.54}$	$\frac{0.00}{0.00}$	$\frac{0.00}{0.00}$	$\frac{2.71}{2.71}$	$\frac{2.71}{2.71}$
Overrun 30 Days Interruption								
Maximum	¢	<u>97.70</u>	<u>1.77</u>	<u>0.80</u>	<u>0.16</u>	0.00	<u>100.43</u>	100.43
<u>Minimum</u> 60 Days Interruption	¢	<u>2.09</u>	<u>0.08</u>	<u>0.54</u>	<u>0.00</u>	<u>0.00</u>	<u>2.71</u>	<u>2.71</u>
<u>Maximum</u>	¢	<u>89.14</u>	<u>1.62</u>	<u>0.78</u>	<u>0.14</u>	0.00	<u>91.68</u>	<u>91.68</u>
Minimum	¢	2.09	<u>0.08</u>	<u>0.54</u>	0.00	<u>0.00</u>	<u>2.71</u>	<u>2.71</u>

Appendix B-2 Preferred Case Marked Pro Forma V.6. Currently Effective Rates OPT Rates Version 91.0.1

- 1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.
- 2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference
- 3/ Minimum reservation charge is \$0.00.
- 4/ Transportation quantities received from TCO Pool that are delivered to <u>any</u>-points in either the East Zone or West Zone on Transporter's system shall be assessed the applicable <u>East to East Zone path</u> or West to West Zone path commodity charges, commodity surcharges, and Retainage, as provided for in this Tariff. Transportation quantities received from any point that a re delivered to TCO Pool shall not be assessed commodity charges, commodity surcharges, or Retainage. Service agreements with TCO Pool as a firm primary receipt point or firm primary delivery point will be assessed applicable reservation charges and reservation surcharges for either an East to East Zone path or West to West Zone path as determined by the zone location of the matching receipt/delivery point.

Appendix B-2 Preferred Case Marked Pro Forma V.7. Currently Effective Rates TPS Rates Version 91.0.1

Currently Effective Rates Applicable to Rate Schedule TPS Rate Per Dth

# **RECEIPTS FROM EAST ZONE to DELIVERY TO EAST ZONE:**

		Base Tariff Rate 1/2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/ 4/	Daily Rate 2/ 4/
Rate Schedule TPS Reservation Charge 3/ Commodity	\$	<del>9.197<u>18.406</u></del>	0.561	0.086	0.053	<del>0.738</del> 0.000	<del>10.635<u>19.106</u></del>	<del>0.3496<u>0.6281</u></del>
Maximum	¢	<del>0.63<u>1.13</u></del>	0.08	0.54	0.00	0.00	<del>1.25<u>1.75</u></del>	<del>1.25</del> <u>1.75</u>
Minimum	¢	<del>0.63<u>1.13</u></del>	0.08	0.54	0.00	0.00	<u>1.25</u> 1.75	<u>1.25</u> 1.75
Overrun Maximum Minimum	¢ ¢	<del>30.87<u>61.64</u> 0.63<u>1.13</u></del>	1.92 0.08	0.82 0.54	0.17 0.00	<mark>2.43</mark> 0.00 0.00	<del>36.21<u>64.56</u> 1.25<u>1.75</u></del>	<del>36.21<u>64.56</u> 1.25<u>1.75</u></del>

Appendix B-2 Preferred Case Marked Pro Forma V.7. Currently Effective Rates TPS Rates Version 91.0.1

### **RECEIPTS FROM WEST ZONE to DELIVERY TO WEST ZONE:**

		Base Tariff Rate <u>1/2/</u>	<u>TCRA</u> <u>Rates</u>	EPCA Rates	OTRA <u>Rates</u>	CCRM-T Rates	<u>Total</u> <u>Effective</u> <u>Rate 2/ 4/</u>	<u>Daily Rate</u> 2/4/
<u>Rate Schedule TPS</u> <u>Reservation Charge 3/</u> <u>Commodity</u>	<u>\$</u>	<u>16.089</u>	<u>0.561</u>	<u>0.086</u>	<u>0.053</u>	<u>0.000</u>	<u>16.789</u>	<u>0.5220</u>
Maximum	¢	<u>0.96</u>	0.08	<u>0.54</u>	0.00	0.00	<u>1.58</u>	<u>1.58</u>
Minimum	¢	<u>0.96</u>	<u>0.08</u>	<u>0.54</u>	<u>0.00</u>	<u>0.00</u>	<u>1.58</u>	<u>1.58</u>
<u>Overrun</u> <u>Maximum</u> <u>Minimum</u>	¢ ¢	<u>53.86</u> <u>0.96</u>	<u>1.92</u> <u>0.08</u>	<u>0.82</u> <u>0.54</u>	$\frac{0.17}{0.00}$	$\frac{0.00}{0.00}$	<u>56.78</u> <u>1.58</u>	<u>56.78</u> <u>1.58</u>

## **RECEIPTS FROM EAST ZONE to DELIVERY TO WEST ZONE & RECEIPTS FROM WEST ZONE to DELIVERY TO EAST ZONE:**

		Base Tariff Rate 1/2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	<u>Total</u> <u>Effective</u> Rate 2/4/	Daily Rate 2/4/
<u>Rate Schedule TPS</u> Reservation Charge 3/	<u>\$</u>	<u>31.686</u>	0.561	0.086	<u>0.053</u>	0.000	32.386	1.0647
Commodity Maximum	¢	2.09	0.08	0.54	0.00	0.00	2.71	2.71
<u>Minimum</u>	¢ ¢	<u>2.09</u> <u>2.09</u>	<u>0.08</u> 0.08	<u>0.54</u> <u>0.54</u>	<u>0.00</u> 0.00	<u>0.00</u>	<u>2.71</u> <u>2.71</u>	$\frac{2.71}{2.71}$
<u>Overrun</u> <u>Maximum</u>	¢	106.26	<u>1.92</u>	0.82	<u>0.17</u>	0.00	<u>109.18</u>	<u>109.18</u>
Minimum	¢	2.09	0.08	0.54	0.00	0.00	2.71	2.71

Appendix B-2 Preferred Case Marked Pro Forma V.7. Currently Effective Rates TPS Rates Version 91.0.1

- 1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.
- 2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.
- 3/ Minimum reservation charge is \$0.00.
- 4/ Transportation quantities received from TCO Pool that are delivered to <u>any-points in either the East Zone or West Zone on Transporter's system</u> shall be assessed the applicable <u>East to East Zone path or West to West Zone path</u> commodity charges, commodity surcharges, and Retainage, as provided for in this Tariff. Transportation quantities received from any point that are delivered to TCO Pool shall not be assessed commodity charges, commodity surcharges, or Retainage. Service agreements with TCO Pool as a firm primary receipt point or firm primary delivery point will be assessed applicable reservation charges and reservation surcharges for either an East to East Zone path or West to West Zone path as determined by the zone location of the matching receipt/delivery point.

Appendix B-2 Preferred Case Marked Pro Forma V.8. Currently Effective Rates SST Rates Version 91.0.1

Currently Effective Rates Applicable to Rate Schedule SST Rate Per Dth

### **RECEIPTS FROM EAST ZONE to DELIVERY TO EAST ZONE:**

		Base Tariff Rate 1/ 2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/ 4/	Daily Rate 2/ 4/
Rate Schedule SST								
Reservation Charge 3/	\$	<del>9.078<u>18.406</u></del>	0.561	0.086	0.053	<u>0.738</u> 0.000	<del>10.516<u>19.106</u></del>	<u>0.3457</u> 0.6281
Commodity								
Maximum	¢	<del>0.63<u>1.13</u></del>	0.08	0.54	0.00	0.00	<del>1.25</del> <u>1.75</u>	<del>1.25</del> <u>1.75</u>
Minimum	¢	<del>0.63<u>1.13</u></del>	0.08	0.54	0.00	0.00	<u>1.25</u> 1.75	<u>1.25</u> 1.75
Overrun 4/								
Maximum	¢	<del>30.48<u>61.64</u></del>	1.92	0.82	0.17	<del>2.43<u>0.00</u></del>	<u>35.8264.56</u>	<del>35.82<u>64.56</u></del>
Minimum	¢	<del>0.63<u>1.13</u></del>	0.08	0.54	0.00	0.00	<u>1.25</u> 1.75	<u>1.25</u> <u>1.75</u>

Appendix B-2 Preferred Case Marked Pro Forma V.8. Currently Effective Rates SST Rates Version 91.0.1

### **RECEIPTS FROM WEST ZONE to DELIVERY TO WEST ZONE:**

		Base Tariff Rate <u>1/2/</u>	<u>TCRA</u> <u>Rates</u>	EPCA Rates	OTRA Rates	CCRM-T Rates	<u>Total</u> Effective Rate 2/ 4/	<u>Daily</u> <u>Rate</u> <u>2/ 4/</u>
<u>Rate Schedule SST</u> <u>Reservation Charge 3/</u> <u>Commodity</u>	<u>\$</u>	<u>16.089</u>	<u>0.561</u>	<u>0.086</u>	<u>0.053</u>	<u>0.000</u>	<u>16.789</u>	<u>0.5520</u>
Maximum	¢	<u>0.96</u>	0.08	<u>0.54</u>	<u>0.00</u>	0.00	<u>1.58</u>	<u>1.58</u>
<u>Minimum</u>	¢	<u>0.96</u>	<u>0.08</u>	<u>0.54</u>	<u>0.00</u>	<u>0.00</u>	<u>1.58</u>	<u>1.58</u>
Overrun 4/ Maximum Minimum	¢ ¢	<u>53.86</u> <u>0.96</u>	$\frac{1.92}{0.08}$	$\frac{0.82}{0.54}$	$\frac{0.17}{0.00}$	$\frac{0.00}{0.00}$	$\frac{56.78}{1.58}$	$\frac{56.78}{1.58}$

### **RECEIPTS FROM EAST ZONE to DELIVERY TO WEST ZONE & RECEIPTS FROM WEST ZONE to DELIVERY TO EAST ZONE:**

		Base Tariff Rate 1/2/	<u>TCRA</u> <u>Rates</u>	EPCA Rates	OTRA Rates	CCRM-T Rates	<u>Total</u> Effective Rate 2/4/	<u>Daily</u> <u>Rate</u> <u>2/ 4/</u>
Rate Schedule SST Reservation Charge 3/	<u>\$</u>	<u>31.686</u>	<u>0.561</u>	<u>0.086</u>	0.053	<u>0.000</u>	32.386	1.0647
<u>Commodity</u> Maximum	¢	2.09	0.08	0.54	0.00	0.00	2.71	2.71
Minimum	¢	2.09	0.08	0.54	0.00	0.00	2.71	2.71
Overrun 4/ <u>Maximum</u> <u>Minimum</u>	<u>¢</u> <u>¢</u>	$\frac{106.26}{2.09}$	$\frac{1.92}{0.08}$	$\frac{0.82}{0.54}$	$\frac{0.17}{0.00}$	$\frac{0.00}{0.00}$	$\frac{109.18}{2.71}$	$\frac{109.18}{2.71}$

- 1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.
- 2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.
- 3/ Minimum reservation charge is \$0.00.
- 4/ Transportation quantities received from TCO Pool that are delivered to <u>any</u>-points in either the East Zone or West Zone on Transporter's system shall be assessed the applicable <u>East to East Zone path or West to West Zone path</u> commodity charges, commodity surcharges, and Retainage, as provided for in this Tariff. Transportation quantities received from any point that are delivered to TCO Pool shall not be assessed commodity charges, commodity surcharges, or Retainage. Service agreements with TCO Pool as a firm primary receipt point or firm primary delivery point will be assessed applicable reservation charges and reservation surcharges for either an East to East Zone path or West to West Zone path as determined by the zone location of the matching receipt/delivery point.

Appendix B-2 Preferred Case Marked Pro Forma V.9. Currently Effective Rates FSS Rates Version 12.0.1

Currently Effective Rates Applicable to Rate Schedule FSS Rate Per Dth

		Base	Transportation Cost		Electri	c Power	CCRM-S	Total	Daily
		Tariff	Rate A	djustment	Costs A	djustment	Rate	Effective	Rate
		Rate	Current	Surcharge	Current	Surcharge	e <del>3/</del>	Rate	
		1/2/							
Rate Schedule FSS									
<b>Reservation Charge</b>	\$	<del>2.567<u>6.461</u></del>	-	-	-	-	<u>0.3630.000</u>	<u>2.9306.461</u>	<u>0.0963</u> 0.2124
Capacity	¢	<u>4.6311.60</u>	-	-	-	-	<del>0.60<u>0.00</u></del>	<u>5.2311.60</u>	<u>5.2311.60</u>
Injection	¢	<u>1.53</u> 3.33	-	-	-	-	0.00	<u>1.53</u> 3.33	<del>1.53<u>3.33</u></del>
Withdrawal	¢	<u>1.53</u> 3.33	-	-	-	-	0.00	<u>1.53</u> 3.33	<del>1.53<u>3.33</u></del>
Overrun	¢	<del>17.57</del> <u>39.50</u>	-	-	-	-	<u>1.790.00</u>	<del>19.36<u>39.50</u></del>	<del>19.36<u>39.50</u></del>

- 1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.
- 2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.

3/ The CCRM S rates shown above for Service under Rate Schedule FSS shall be applicable to Service under Rate Schedule FSS-M.

Appendix B-2 Preferred Case Marked Pro Forma V.10. Currently Effective Rates ISS Rates Version 7.0.1

Currently Effective Rates Applicable to Rate Schedule ISS Rate Per Dth

		Base Tariff	Transportation Cost Rate Adjustment			c Power djustment	Total Effective	Daily Rate
		Rate 1/2/	Current	Surcharge	Current	Surcharge	Rate	
Rate Schedule ISS								
Commodity	,	<del>12.63</del> 32.84	_	_	-	_	<del>12.63</del> 32.84	<del>12.63</del> 32.84
Maximum	¢	0.00	-	-	-	-	0.00	0.00
Minimum	¢	<del>1.53</del> <u>3.33</u>	-	-	-	-	<del>1.53<u>3.33</u></del>	<del>1.53<u>3.33</u></del>
		<del>1.53</del> <u>3.33</u>	-	-	-	-	<del>1.53<u>3.33</u></del>	<del>1.53<u>3.33</u></del>
Injection	¢							
Withdrawal	¢							

1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.

2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.

Appendix B-2 Preferred Case Marked Pro Forma V.11. Currently Effective Rates SIT Rates Version 7.0.1

Currently Effective Rates Applicable to Rate Schedule SIT Rate Per Dth

		Base Tariff	Transportation Cost Rate Adjustment			c Power djustment	Total Effective	Daily Rate
		Rate 1/ 2/	Current	Surcharge	Current	Surcharge	Rate 2/	2/
Rate Schedule SIT Commodity								
Maximum Minimum	¢ ¢	<del>6.61<u>14.29</u> <u>1.53<u>3.33</u></u></del>	-	-	-	-	<del>6.61<u>14.29</u> <u>1.53<u>3.33</u></u></del>	<del>6.61</del> 14.29 1.53 <u>3.33</u>

1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.

2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 fo the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.

Appendix B-2 Preferred Case Marked Pro Forma V.12. Currently Effective Rates FBS Rates Version 8.0.1

Currently Effective Rates Applicable to Rate Schedule FBS Rate Per Dth

		Base	Transportation Cost		Electri	c Power	CCRM-S	Total
		Tariff	Rate Adjustment		Costs A	djustment	Rate	Effective
		Rate	Current	Surcharge	Current	Surcharge		Rate
		1/2/						
Rate Schedule FBS								
<b>Reservation Charge</b>	\$	0.084 <u>0.2124</u>	-	-	-	-	<u>0.01190.000</u>	<u>0.0959</u> 0.2124
Capacity	¢	<u>4.6311.60</u>	-	-	-	-	<del>0.60<u>0.00</u></del>	<u>5.2311.60</u>
Injection	¢	<u>1.53</u> 3.33	-	-	-	-	0.00	<del>1.53<u>3.33</u></del>
Withdrawal	¢	<u>1.53</u> 3.33	-	-	-	-	0.00	<del>1.53<u>3.33</u></del>
Overrun	¢	<del>17.57<u>39.50</u></del>	-	-	-	-	<u>1.790.00</u>	<del>19.36<u>39.50</u></del>

1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.

2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.

Currently Effective Rates Applicable to Rate Schedule PAL —Rate Per Dth Appendix B-2 Preferred Case Marked Pro Forma V.13. Currently Effective Rates PAL Rates Version 8.0.1

Rate Schedule PAL		Winter Season	Summer Season
Kate Schedule I AL		Total Effective Daily Rate	Total Effective Daily Rate
Account Balance Charge			
Maximum	¢	<del>37.08</del> <u>126.56</u>	<del>24.87<u>84.88</u></del>
Minimum	¢	<del>0.00</del> 2.09	<del>0.00</del> 2.09

Currently Effective Rates

Appendix B-2 Preferred Case Marked Pro Forma V.14. Currently Effective Rates Reserved for Future Use Version 6.0.1

#### **RESERVED FOR FUTURE USE**

		Base	- Transpor	rtation Cost	Electr	ic Power	Total	<u>—Daily</u>
		Tariff	Rate Adjustment		Costs Adjustment		Effective	Rate
		Rate	Current	<u>Surcharge</u>	Current	Surcharge	Rate	
		1/2/					2/	2/
Gathering 3/								
Firm:								
Reservation Charge 4/								
<u>Maximum</u>	\$	<del>116.461</del>	-	-	-	-	<del>116.461</del>	3.8289
- Commodity								
<u>Maximum</u>	¢	<del>0.00</del>	-	-	-	-	<del>0.00</del>	<del>0.00</del>
Minimum	¢	<del>0.00</del>	-	-	-	-	<del>0.00</del>	<del>0.00</del>
Overrun								
Maximum	<del>\$</del>	<u>3.8289</u>	_	_	_	_	<del>3.8289</del>	3.8289
Minimum	\$	<del>0.0000</del>	-	-	-	-	<del>0.000</del>	0.0000
Interruptible:								
<u>Commodity</u>								
Maximum	\$	<u>3.8289</u>	_	_	_	_	<u>3.8289</u>	3.8289
Minimum	ž	0.0000	_	_	_	_	0.0000	0.0000

1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.

2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.

3/ The gathering rates and service will not be unduly discriminatory or preferential. The gathering rates and service are su bject to the applicable provisions of the General Terms and Conditions as referenced in the gathering service agreement, and not inconsistent with the terms and conditions applicable to Part 284 transportation. The gathering rates will be assessed according to Part V. 14 and the separate non-jurisdictional gathering service agreement.
4/ Minimum reservation charge is \$0.00.

Issued On: September 30, 2024

Effective On:

Appendix B-2 Preferred Case Marked Pro Forma V.14. Currently Effective Rates Reserved for Future Use Version 6.0.1

5/ The processing rates and service will not be unduly discriminatory or preferential. The processing rates and service are subject to the applicable provisions of the General Terms and Conditions and are not inconsistent with the terms and conditions applicable to Part 284 transportation.

Appendix B-2 Preferred Case Marked Pro Forma V.15. Currently Effective Rates FT-C Rates Version 10.0.1

Currently Effective Rates Applicable to Rate Schedule FT-C Rate Per Dth

		Base Tariff Rate	Total Effective Rate 1/	Daily Rate 1/
Rate Schedule FT-C Reservation Charge 2/	\$	4. <del>338</del> <u>3.621</u>	4.338 <u>3.621</u>	<del>0.1426<u>0.1190</u></del>
Commodity Maximum	¢	<del>2.74</del> 0.00	<del>2.74</del> 0.00	2.740.00
Minimum	¢	$\frac{2.740.00}{2.00}$	$\frac{2.740.00}{2.00}$	2.740.00
Overrun	¢	<del>17.00<u>11.90</u></del>	<del>17.00<u>11.90</u></del>	<del>17.00<u>11.90</u></del>

1/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.

2/ Minimum reservation charge is \$0.00.

### **RESERVED FOR FUTURE USE**

Currently Effective Rates

Applicable to Rate Schedule FTS VEP

Incremental Virginia Electrification Project

Rate Per Dth

		<del>Base Tariff</del> <del>Rate</del> <del>1/ 2/</del>	<del>TCRA</del> <del>Rates</del>	<del>EPCA</del> <del>Rates</del>	<del>OTRA</del> <del>Rates</del>	<del>CCRM-T</del> <del>Rates</del>	<del>Total</del> Effective Rate 2/-4/	<del>Daily</del> <del>Rate</del> 2/4/
Rate Schedule FTS VEP								
Reservation Charge 3/	\$	<del>21.386</del>	<del>0.561</del>	<del>0.086</del>	<del>0.053</del>	<del>0.000</del>	<del>22.086</del>	<del>0.7260</del>
Commodity								
<u>Maximum</u>	¢	<del>2.69</del>	<del>0.08</del>	<del>0.54</del>	<del>0.00</del>	<del>0.00</del>	<del>3.31</del>	<del>3.31</del>
<u> </u>	¢	<del>2.69</del>	<del>0.08</del>	<del>0.54</del>	<del>0.00</del>	<del>0.00</del>	<del>3.31</del>	<del>3.31</del>
<del>Overrun</del>								
<u>Maximum</u>	¢	<del>73.00</del>	<del>1.92</del>	<del>0.82</del>	<del>0.17</del>	<del>0.00</del>	<del>75.91</del>	<del>75.91</del>
Minimum	¢	<del>2.69</del>	<del>0.08</del>	<del>0.54</del>	<del>0.00</del>	<del>0.00</del>	<del>3.31</del>	<del>3.31</del>

1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.

2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (http://www.ferc.gov) is incorporated herein by reference.

3/ Minimum reservation charge is \$0.00.

4/ Transportation quantities received from TCO Pool that are delivered to any point on Transporter's system shall be assessed the applicable commodity charges, commodity surcharges, and Retainage, as provided for in this Tariff. Transportation quantities received from any point that are delivered to TCO Pool shall not be assessed commodity charges, commodity surcharges, or Retainage. Service agreements with TCO Pool as a firm primary receipt point or firm primary delivery point will be assessed applicable reservation charges and reservation surcharges.

Currently Effective Rates Applicable to Rate Schedule FTS-LXP Incremental Leach XPress Service Rate Per Dth

#### **RECEIPTS FROM WEST ZONE to DELIVERY TO WEST ZONE:**

	Base Tariff Rate 1/ 2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/4/	Daily Rate 2/4/
Rate Schedule FTS-LXP							
Reservation Charge 3/	\$ <del>17.560</del> 29.455	0.561	0.086	0.053	0.000	<del>18.260</del> <u>30.155</u>	<u>0.6002</u> 0.9914
Commodity							
Maximum	¢ <u>0.14</u> 0.17	0.08	0.54	0.00	0.00	<del>0.76<u>0.79</u></del>	<del>0.76<u>0.79</u></del>
Minimum	¢	0.08	0.54	0.00	0.00	<del>0.76</del> 0.79	<del>0.76</del> 0.79
Overrun							
Maximum	¢ <u>57.87</u> 97.01	1.92	0.82	0.17	0.00	<del>60.78<u>99.93</u></del>	<del>60.78<u>99.93</u></del>
Minimum	¢ <u>0.14</u> <u>0.17</u>	0.08	0.54	0.00	0.00	<del>0.76<u>0.79</u></del>	<del>0.76<u>0.79</u></del>

1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.

2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (http://www.ferc.gov) is incorporated herein by reference.

3/ Minimum reservation charge is \$0.00.

4/ Transportation quantities received from TCO Pool that are delivered to any point in the West Zone on Transporter's system shall be assessed the applicable West to West Zone path commodity charges, commodity surcharges, and Retainage, as provided for in this Tariff. Transportation quantities received from any point that are delivered to TCO Pool shall not be assessed commodity charges, commodity

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surcharges, or Retainage. Service agreements with TCO Pool as a firm primary receipt point or firm primary delivery point will be assessed applicable reservation charges and reservation surcharges for the West to West Zone path.

Currently Effective Rates Applicable to Rate Schedule FTS-WBX Incremental WB XPress Service Rate Per Dth

# **RECEIPTS FROM EAST ZONE to DELIVERY TO EAST ZONE:**

	В	ase Tariff Rate 1/ 2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/4/	Daily Rate 2/4/
Rate Schedule FTS-WBX								
Reservation Charge 3/	\$ <del>9.</del>	<del>197<u>18.406</u></del>	0.561	0.086	0.053	0.00	9.897 <u>19.10</u> <u>6</u>	<u>0.3253</u> 0.6281
Commodity							_	
Maximum	¢	<del>0.63<u>1.13</u></del>	0.08	0.54	0.00	0.00	<u>1.25</u> 1.75	<del>1.25</del> <u>1.75</u>
Minimum	¢	<del>0.63<u>1.13</u></del>	0.08	0.54	0.00	0.00	<u>1.25</u> 1.75	<del>1.25</del> <u>1.75</u>
Overrun								
Maximum	¢ <mark>3</mark>	<del>0.87<u>61.64</u></del>	1.92	0.82	0.17	0.00	<del>33.78<u>64.56</u></del>	<del>33.78<u>64.56</u></del>
Minimum	¢	<del>0.63<u>1.13</u></del>	0.08	0.54	0.00	0.00	<u>1.25</u> 1.75	<u>1.25</u> <u>1.75</u>

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## **RECEIPTS FROM WEST ZONE to DELIVERY TO WEST ZONE:**

		Base Tariff Rate <u>1/2/</u>	TCRA Rates	EPCA Rates	<u>OTRA</u> <u>Rates</u>	CCRM-T Rates	<u>Total</u> Effective Rate 2/ 4/	<u>Daily</u> <u>Rate</u> <u>2/4/</u>
Rate Schedule FTS-WBX Reservation Charge 3/ Commodity	<u>\$</u>	<u>16.089</u>	<u>0.561</u>	<u>0.086</u>	<u>0.053</u>	<u>0.00</u>	<u>16.789</u>	<u>0.5520</u>
Maximum	¢	<u>0.96</u>	<u>0.08</u>	<u>0.54</u>	0.00	0.00	<u>1.58</u>	<u>1.58</u>
Minimum	¢	<u>0.96</u>	<u>0.08</u>	<u>0.54</u>	0.00	<u>0.00</u>	<u>1.58</u>	<u>1.58</u>
<u>Overrun</u>								
Maximum	¢	<u>53.86</u>	<u>1.92</u>	0.82	0.17	0.00	<u>56.78</u>	<u>56.78</u>
<u>Minimum</u>	¢	<u>0.96</u>	<u>0.08</u>	<u>0.54</u>	<u>0.00</u>	<u>0.00</u>	<u>1.58</u>	<u>1.58</u>

# **RECEIPTS FROM EAST ZONE to DELIVERY TO WEST ZONE & RECEIPTS FROM WEST ZONE to DELIVERY TO EAST ZONE:**

		Base Tariff Rate 1/2/	TCRA Rates	EPCA Rates	OTRA <u>Rates</u>	<u>CCRM-T</u> <u>Rates</u>	<u>Total</u> Effective Rate 2/ 4/	<u>Daily</u> <u>Rate</u> <u>2/ 4/</u>
Rate Schedule FTS-WBX Reservation Charge 3/ Commodity	<u>\$</u>	<u>31.686</u>	<u>0.561</u>	<u>0.086</u>	<u>0.053</u>	<u>0.00</u>	<u>32.386</u>	<u>1.0647</u>
<u>Maximum</u> Minimum	<u>¢</u> ¢	<u>2.09</u> 2.09	<u>0.08</u> 0.08	$\frac{0.54}{0.54}$	<u>0.00</u> 0.00	$\frac{0.00}{0.00}$	$\frac{2.71}{2.71}$	<u>2.71</u> 2.71
Overrun Maximum	¢	106.26	1.92	0.82	0.17	0.00	109.18	109.18
Minimum	¢	2.09	<u>0.08</u>	<u>0.54</u>	<u>0.00</u>	0.00	<u>2.71</u>	<u>2.71</u>

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- 1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.
- 2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.
- 3/ Minimum reservation charge is \$0.00.
- 4/ Transportation quantities received from TCO Pool that are delivered to <u>any</u>-points in either the East Zone or West Zone on Transporter's system shall be assessed the applicable East to East Zone path or West to West Zone path commodity charges, commodity surcharges, and Retainage, as provided for in this Tariff. Transportation quantities received from any point that are delivered to TCO Pool shall not be assessed commodity charges, commodity surcharges, or Retainage. Service agreements with TCO Pool as a firm primary receipt point or firm primary delivery point will be assessed applicable reservation charges and reservation surcharges for either an East to East Zone path or West to West Zone path as determined by the zone location of the matching reciept/delivery point.

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Currently Effective Rates Applicable to Rate Schedule FTS-MXP Incremental Mountaineer XPress Service Rate Per Dth

## **RECEIPTS FROM EAST ZONE to DELIVERY TO EAST ZONE:**

		Base Tariff Rate 1/ 2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/4/	Daily Rate 2/4/
Rate Schedule FTS-MXP								
Reservation Charge 3/	\$	<del>17.689<u>18.406</u></del>	0.561	0.086	0.053	0.00	<del>18.389<u>19.106</u></del>	<del>0.6045<u>0.6281</u></del>
Commodity								
Maximum	¢	<del>0.07<u>1.13</u></del>	0.08	0.54	0.00	0.00	<del>0.69<u>1.75</u></del>	<del>0.69<u>1.75</u></del>
Minimum	¢	0.07 <u>1.13</u>	0.08	0.54	0.00	0.00	0.69 <u>1.75</u>	<del>0.69<u>1.75</u></del>
Overrun								
Maximum	¢	<del>58.23<u>61.64</u></del>	1.92	0.82	0.17	0.00	<u>61.1464.56</u>	<del>61.14<u>64.56</u></del>
Minimum	¢	<u>0.071.13</u>	0.08	0.54	0.00	0.00	<del>0.69</del> 1.75	<del>0.69<u>1.75</u></del>

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# **RECEIPTS FROM WEST ZONE to DELIVERY TO WEST ZONE:**

		Base Tariff Rate 1/2/	TCRA Rates	EPCA Rates	<u>OTRA</u> <u>Rates</u>	<u>CCRM-T</u> <u>Rates</u>	<u>Total</u> Effective Rate <u>2/4/</u>	<u>Daily</u> <u>Rate</u> <u>2/4/</u>
Rate Schedule FTS-MXF Reservation Charge 3/	<u>}</u> \$	33.206	0.561	0.086	0.053	0.00	33.906	1.1147
<u>Commodity</u>	<u> </u>							
Maximum	¢	<u>0.11</u>	0.08	0.54	0.00	0.00	<u>0.73</u>	<u>0.73</u>
Minimum	<u>¢</u>	<u>0.11</u>	0.08	<u>0.54</u>	0.00	<u>0.00</u>	<u>0.73</u>	<u>0.73</u>
<u>Overrun</u> Maximum	4	100.00	1.00	0.02	0.17	0.00	112.00	110.00
	¢	<u>109.28</u>	<u>1.92</u>	<u>0.82</u>	<u>0.17</u>	<u>0.00</u>	<u>112.20</u>	<u>112.20</u>
<u>Minimum</u>	¢	<u>0.11</u>	0.08	0.54	0.00	0.00	<u>0.73</u>	<u>0.73</u>

# **RECEIPTS FROM EAST ZONE to DELIVERY TO WEST ZONE & RECEIPTS FROM WEST ZONE to DELIVERY TO EAST ZONE:**

		Base Tariff Rate 1/2/	TCRA Rates	EPCA Rates	OTRA <u>Rates</u>	<u>CCRM-T</u> <u>Rates</u>	<u>Total</u> Effective Rate 2/4/	<u>Daily</u> <u>Rate</u> <u>2/ 4/</u>
Rate Schedule FTS-MXP								
Reservation Charge 3/	<u>\$</u>	<u>48.803</u>	<u>0.561</u>	<u>0.086</u>	<u>0.053</u>	<u>0.00</u>	<u>49.503</u>	<u>1.6275</u>
<u>Commodity</u>								
Maximum	¢	<u>1.24</u>	0.08	<u>0.54</u>	0.00	0.00	<u>1.86</u>	<u>1.86</u>
<u>Minimum</u>	¢	<u>1.24</u>	<u>0.08</u>	<u>0.54</u>	<u>0.00</u>	<u>0.00</u>	<u>1.86</u>	<u>1.86</u>
<u>Overrun</u>								
Maximum	¢	<u>161.69</u>	<u>1.92</u>	<u>0.82</u>	0.17	<u>0.00</u>	<u>164.61</u>	<u>164.61</u>
<u>Minimum</u>	¢	<u>1.24</u>	0.08	0.54	0.00	0.00	<u>1.86</u>	<u>1.86</u>

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- 1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.
- 2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.
- 3/ Minimum reservation charge is \$0.00.
- 4/ Transportation quantities received from TCO Pool that are delivered to <u>any</u>-points in either the East Zone or West Zone on Transporter's system shall be assessed the applicable East to East Zone path or West to West Zone path commodity charges, commodity surcharges, and Retainage, as provided for in this Tariff. Transportation quantities received from any point that are delivered to TCO Pool shall not be assessed commodity charges, commodity surcharges, or Retainage. Service agreements with TCO Pool as a firm primary receipt point or firm primary delivery point will be assessed applicable reservation charges and reservation surcharges for either an East to East Zone path or West to West Zone path as determined by the zone location of the matching receipt/delivery point.

Currently Effective Rates Applicable to Rate Schedule FTS-BXP Incremental Buckeye XPress Service Rate Per Dth

#### **RECEIPTS FROM WEST ZONE to DELIVERY TO WEST ZONE:**

	Base Tariff Rate 1/2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/ <u>4/</u>	Daily Rate 2/ <u>4/</u>
Rate Schedule FTS-BXP							
Reservation Charge 3/	\$ <u>9.19718.22</u> 5	0.561	0.086	0.053	0.00	<del>9.897<u>18.925</u></del>	<del>0.3253<u>0.6222</u></del>
Commodity							
Maximum	¢	0.08	0.54	0.00	0.00	<u>1.25</u> 0.62	<u>1.25</u> 0.62
Minimum	¢	0.08	0.54	0.00	0.00	<u>1.250.62</u>	<u>1.25</u> 0.62
Overrun							
Maximum	¢ <del>30.87<u>59.92</u></del>	1.92	0.82	0.17	0.00	<del>33.78<u>62.84</u></del>	<del>33.78<u>62.84</u></del>
Minimum	¢ <u>0.63</u> 0.00	0.08	0.54	0.00	0.00	<u>1.250.62</u>	<del>1.25<u>0.62</u></del>

1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.

2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<u>http://www.ferc.gov</u>) is incorporated herein by reference.

3/ Minimum reservation charge is \$0.00.

4/ Transportation quantities received from TCO Pool that are delivered to any point in the West Zone on Transporter's system shall be assessed the applicable West to West Zone path commodity charges, commodity surcharges, and Retainage, as provided for in this Tariff. Transportation quantities received from any point that are delivered to TCO Pool shall not be assessed commodity charges, commodity

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surcharges, or Retainage. Service agreements with TCO Pool as a firm primary receipt point or firm primary delivery point will be assessed applicable reservation charges and reservation surcharges for the West to West Zone path.

## FSS RATE SCHEDULE FIRM STORAGE SERVICE

#### 1. AVAILABILITY

Service under this Rate Schedule is available from Columbia Gas Transmission, LLC (Transporter) to any Shipper, provided that (i) Transporter has sufficient facilities and storage capacity available to inject, store, and withdraw gas for Shipper, (ii) Transporter has awarded capacity to Shipper under the provisions of Section 4 (Availability of Capacity for Firm Services) of the General Terms and Conditions, through construction of facilities, or pursuant to Transporter's Order No. 636 restructuring proceeding in FERC Docket No. RS92-5-000, (iii) Shipper has executed an FSS Service Agreement with Transporter, and (iv) Shipper complies with the provisions of this Rate Schedule and with all other applicable provisions of this Tariff.

#### 2. <u>APPLICABILITY AND CHARACTER OF SERVICE</u>

(a) Service provided under this Rate Schedule shall be performed under Subpart B or G of Part 284 of the Commission's Regulations. Subject to the limitations set forth below, Transporter shall inject and store quantities and withdraw thermally equivalent quantities, less storage gas loss, for Shipper. Such service shall be provided on a firm basis and shall apply to all gas delivered to Transporter for Shipper and stored under this Rate Schedule, up to the Storage Contract Quantity (SCQ) set forth in Shipper's FSS Service Agreement. Shipper's Maximum Daily Storage Quantity (MDSQ) under this FSS Rate Schedule shall be that specified in Shipper's FSS Service Agreement.

(b) Service provided under this Rate Schedule (i) shall have the priority specified in Section 7 (Capacity Allocation) of the General Terms and Conditions, (ii) shall be subject to interruption to the extent provided in this Rate Schedule or in Section 16 (Interruptions of Service) of the General Terms and Conditions, and (iii) shall be subject to operational flow orders issued by Transporter to protect the integrity, including the performance capability, of its storage facilities, or otherwise to the extent provided in this Rate Schedule or in Section 17 (Operational Flow Orders) of the General Terms and Conditions.

(c) Shipper's FSS inventory under this Rate Schedule shall be increased or decreased by any actual imbalances (actual receipts compared to actual deliveries) created under any other Service Agreement(s) Shipper has with Transporter, except for the TPS Rate Schedule, and the imbalance shall be removed from such other Service Agreement(s); provided, however, a Rate Schedule TPS Shipper's FSS inventory may also be adjusted in accordance with the provisions of the TPS Rate Schedule. Such increase or decrease shall be deemed to be a storage injection or withdrawal under Shipper's FSS Service Agreement. Such a transfer to or from FSS inventory shall not relieve Shipper from its responsibility to pay all applicable transportation charges for the transportation into or out of storage. The appropriate maximum commodity charges and surcharges (and any overrun charges) will be assessed for the transportation into or out of storage under the appropriate transportation Service Agreement held by Shipper in the following order of

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priority, if Shipper holds more than one firm transportation agreement, up to the Transportation Demand under each: (i) SST Service Agreement; (ii) NTS Service Agreement; (iii) NTS-S Service Agreement; or (iv) FTS Service Agreement; provided, that Shipper may notify Transporter in writing of a preferred different order of priority for the specified Rate Schedules. Such notice must be received by Transporter at least 30 days prior to the beginning of the Month for which it is to be initially effective. To the extent that the resulting debit or credit to Shipper's FSS inventory (i) corrects a transportation imbalance not associated with city gate deliveries, and (ii) causes Shipper to exceed its SCQ, Transporter shall waive that portion of any penalty resulting from such debit or credit. Any such action shall not increase Transporter's firm service obligations.

(d) Subject to the limitations and requirements set forth in this Rate Schedule or in Shipper's FSS Service Agreement, Transporter shall (i) inject quantities received by Transporter from or on behalf of Shipper and designated by Shipper for delivery to "FSS Storage", up to the SCQ set forth in Shipper's FSS Service Agreement plus sufficient quantities for Storage Gas Loss Retainage, (ii) deliver to Shipper thermally equivalent quantities of gas, less Storage Gas Loss Retainage, up to the SCQ set forth in Shipper's FSS Service Agreement, and (iii) inject or withdraw quantities to correct imbalances, as provided for in paragraph (c) immediately above. Transporter shall not be obligated under this Rate Schedule on any Day to deliver to Shipper gas in excess of the quantities then held in storage for Shipper.

(e) Daily quantities nominated by Shipper for withdrawal from FSS storage under any of Shipper's transportation Service Agreements shall be deemed to be withdrawals from Shipper's FSS account.

(f) Service rights under an FSS Service Agreement may be released and assigned in accordance with Section 14 (Release and Assignment of Service Rights) of the General Terms and Conditions. Service to a replacement shipper under any such release and assignment shall be subject to the provisions set forth in this Rate Schedule and in the General Terms and Conditions. If a Shipper releases only a portion of its service rights under an FSS Service Agreement, such release shall not change the existing ratio of the SCQ and the MDSQ for Shipper's remaining unreleased service.

(g) Transporter and Shipper may mutually agree on a not unduly discriminatory basis to (i) different termination dates for specified volumes of Storage Contract Quantity and Maximum Daily Storage Quantity within the same Service Agreement and/or (ii) combine Service Agreements under this Rate Schedule into a single Service Agreement under this Rate Schedule with different termination dates for specified volumes of Storage Contract Quantity and Maximum Daily Storage Quantity. Transporter and Shipper may mutually agree to combine Service Agreements only to the extent that the individual Service Agreement's rates, terms, and conditions can be distinctly maintained and will not be altered by the combination. For each Service Agreement(s) executed in accordance with this Section 2(g), each of the varying termination dates and associated volumes of Storage Contract Quantity and Maximum Daily Storage Quantity will be set forth on a separate Appendix A to the Service Agreement applicable

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to service pursuant to this Rate Schedule. Each component with a different termination date for a specified volume of Storage Contract Quantity and Maximum Daily Storage Quantity within the same Service Agreement and reflected in a separate Appendix A will be regarded as a single Service Agreement for purposes of Shipper's exercise of any right of first refusal under the provisions of Section 4 of the General Terms and Conditions of Transporter's Tariff. In the event of a constraint or other occurrence that precludes combined nominations or allocations, Transporter may advise Shippers under such combined Service Agreements that capacity must be nominated separately, and is subject to separate allocation, pursuant to the terms of each separate Appendix A of the Service Agreement. Each Appendix A of the combined Service Agreements will be identified by its original contract number or such other identification convention determined to be applicable by Transporter.

#### 3. INJECTIONS INTO STORAGE

(a) Transporter shall not be obligated on any Day to inject gas into storage for Shipper in excess of Shipper's Maximum Daily Injection Quantities (MDIQ), as described in this Section. A request by Shipper to make injections in excess of its MDIQ shall be submitted to Transporter electronically through Transporter's EBB, and shall be received by Transporter at least 24 hours in advance of the requested injections. In the event that Shipper makes such a request, Transporter will grant the request to the extent that additional injection flexibility exists during the time period of the request in accordance with Section 7 (Capacity Allocation) of the General Terms and Conditions.

(b) Injections under this Rate Schedule shall have the priority described in Section 7 (Capacity Allocation) of the General Terms and Conditions and shall be subject to interruption to the extent provided in this Rate Schedule or in Section 16 (Interruptions of Service) of the General Terms and Conditions. Except for reasons of force majeure, Shipper shall notify Transporter electronically through Transporter's EBB at least 24 hours in advance of any change in the daily quantities of gas Shipper desires to deliver or cause to be delivered to Transporter for storage under this Rate Schedule. If a force majeure event causes a material change in the quantities of gas that will be delivered to Transporter for storage on Shipper's behalf under this Rate Schedule, Shipper shall notify or cause Transporter to be notified as soon as possible after that force majeure event.

(c) Quantities to be stored hereunder may be delivered to Transporter throughout the year. The Maximum Monthly Injection Quantities (MMIQ) which may be injected during the Months shall be limited to the following percentages of Shipper's SCQ:

April	15%	August	18%	December	10%
May	20%	September	13%	January	10%
June	20%	October	9%	February	10%
July	20%	November	5%	March	10%

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Shipper's MDIQ shall be 1/25th of the applicable limitation on Shipper's MMIQ, except during the Months of November and December when the MDIQ shall be 1/30th of the applicable limitation on Shipper's MMIQ. A request by Shipper for permission to make injections in excess of its MMIQ shall be submitted to Transporter electronically through Transporter's EBB at least 24 hours in advance. Transporter shall grant any such request to the extent that: (i) additional injection flexibility exists during the time period of the request in accordance with Section 7 (Capacity Allocation) of the General Terms and Conditions; and (ii) Transporter, in its reasonable discretion, can operationally accommodate the request(s).

(d) A Shipper under this Rate Schedule may have no more than 60% of its SCQ in storage as of June 30, and no more than 85% of its SCQ in storage as of August 31. Quantities in excess of 60% of Shipper's SCQ as of June 30, or 85% of Shipper's SCQ as of August 31, shall not be carried over beyond June 30 or August 31, as applicable.

(e) Quantities nominated for delivery to Shipper's delivery points on any Day under all Service Agreements with Transporter held by Shipper and by other shippers delivering to Shipper, but not taken by Shipper on such Day, shall be deemed to be injections into FSS Storage for Shipper under this Rate Schedule.

(f) Transporter may waive a Shipper's default of any of the limitations set forth in this Section that has already occurred. In addition, Transporter may waive a Shipper's default of such limitations in advance, provided that such a waiver is to address a specific, temporary, operational problem. Any waiver granted pursuant to this Section must be granted in a non-discriminatory manner on a case-by-case basis.

#### 4. WITHDRAWALS FROM STORAGE

At or before 11:00 a.m. Eastern Time on the Day before the Day on which (a) Shipper desires deliveries from Transporter under this Rate Schedule, or at such later time as Transporter may from time to time specify, Shipper shall notify Transporter electronically through Transporter's EBB of the quantities to be withdrawn and delivered by Transporter to or for Shipper for transportation and the dates on which such withdrawals are requested. When Shipper's actual takes will not match total nominated withdrawal quantities, Shipper shall notify Transporter electronically through Transporter's EBB in advance on the delivery Day by means of revised nominations. Transporter shall not be obligated on any Day to withdraw and deliver gas to Shipper in excess of Shipper's Maximum Daily Withdrawal Quantity (MDWQ), as described in this Section, plus sufficient quantities for Retainage under Shipper's transportation Service Agreement with Transporter. A request by Shipper for permission to make withdrawals in excess of its MDWQ shall be submitted to Transporter electronically through Transporter's EBB at least 24 hours in advance. In the event that Shipper makes such a request, Transporter will grant the request to the extent that additional withdrawal flexibility exists during the time period of the request in accordance with Section 7 (Capacity Allocation) of the General Terms and Conditions.

(b) Transporter shall deliver Shipper's SCQ throughout the year, subject to the limitations set forth herein. Shipper's MDWQ shall be based upon and limited by Shipper's SCQ inventory remaining in storage determined in accordance with Transporter's best estimates as follows:

% of SCQ in Inventory	MDWQ as a % of MDSQ
100% to 30%	100%
less than 30% to 20%	80%
less than 20% to 10%	65%
less than 10% to 0%	50%

(c) The minimum and maximum monthly net withdrawal quantities for the Months November through March shall be as follows:

<u>Month</u>	Minimum % of SCQ	Maximum % <u>of SCQ</u>
November	No minimum	40%
December	No minimum	40%
January	No minimum	40%
February	10%	30%
March	10%	20%

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A request by Shipper for permission to make withdrawals in excess of its maximum monthly net withdrawal limit shall be submitted to Transporter electronically through Transporter's EBB at least 24 hours in advance. Transporter shall grant any such request to the extent that: (i) additional withdrawal flexibility exists during the time period of the request in accordance with Section 7 (Capacity Allocation) of the General Terms and Conditions; and (ii) Transporter, in its reasonable discretion, can operationally accommodate the request(s). If Shipper exceeds the maximum monthly net withdrawal limit during any of the Months November through March, Shipper's maximum monthly net withdrawal quantity for the succeeding Month shall be reduced by an amount equal to the excess quantities withdrawn during the excess withdrawal Month. Shipper's withdrawals during the Months April through October shall not be subject to maximum or minimum withdrawal limits; provided, however, that Shipper's withdrawals during that period shall be subject to the limitations of Shipper's SCQ levels.

(d) Shipper's maximum storage inventory on April 1 shall not exceed 25% of its SCQ. Shipper's maximum storage inventory on February 1 shall not exceed 65% of its SCQ. Quantities in excess of 25% of Shipper's SCQ on April 1, or 65% of Shipper's SCQ on February 1, shall not be carried over beyond April 1 or February 1, as applicable.

(e) Quantities taken on any Day by Shipper under all Service Agreements with Transporter held by Shipper and by other shippers delivering to Shipper, but not nominated by Shipper on such Day, shall be deemed to be withdrawals from FSS storage for Shipper under this Rate Schedule.

(f) Shipper may withdraw from storage on an interruptible basis, quantities in excess of Shipper's MDWQ. Such interruptible withdrawals shall have the priority set forth in Section 7 (Capacity Allocation) of the General Terms and Conditions and shall be subject to interruption as set forth in Section 16 (Interruptions of Service) of the General Terms and Conditions.

(g) Transporter may waive a Shipper's default of any of the limitations set forth in this Section that has already occurred. In addition, Transporter may waive a Shipper's default of such limitations in advance, provided that such a waiver is to address a specific, temporary, operational problem. Any waiver granted pursuant to this Section must be granted in a non-discriminatory manner on case-by-case basis.

## 5. <u>RECEIPT AND DELIVERY POINTS</u>

Service under this Rate Schedule shall not be subject to the flexible receipt and delivery point provisions of Section 11 (Flexible Primary and Secondary Receipt and Delivery Points) of the General Terms and Conditions. The point of delivery for all gas tendered to Transporter for storage under this Rate Schedule shall be designated in transportation Service Agreement(s) with Transporter as "FSS Storage." The point of receipt for all gas delivered by Transporter to Shipper hereunder shall be designated in Shipper's Service Agreements with Transporter as "FSS Storage."

## 6. <u>RATE</u>

(a) The charges to be paid by Shipper, as set forth in paragraph (b) below, shall be no higher than any applicable maximum charges and no lower than any applicable minimum charges set forth in the currently effective Part V.9 of this Tariff, unless otherwise mutually agreed to by Transporter and Shipper with respect to the charges identified in Section 6(b) below.

(b) For all service rendered under this Rate Schedule, Shipper each month shall pay Transporter the charges set forth below, unless otherwise mutually agreed to by Transporter and Shipper with respect to the charges identified in Section 6(b) below and specified in Shipper's FSS Service Agreement.

(1) <u>Reservation Charge</u>. The maximum Reservation Charge for each Month, assessed on each Dth of the MDSQ specified in Shipper's FSS Service Agreement.

(2) <u>Capacity Charge</u>. The maximum Capacity Charge for each Month, assessed on each Dth of the SCQ specified in Shipper's FSS Service Agreement.

(3) <u>Injection Charge</u>. The Injection Charge per Dth of daily net gas injections of gas into storage by Transporter during the Month for the account of Shipper under this Rate Schedule.

(4) <u>Withdrawal Charge</u>. The Withdrawal Charge per Dth of daily net withdrawals of gas from storage for delivery by Transporter during the Month to or for the account of Shipper.

(5) <u>Overrun Charge</u>. The applicable maximum Overrun Charge per Dth of gas delivered on any Day during the Month in excess of Shipper's MDSQ.

(6) <u>Surcharges</u>. The surcharges applicable to this Rate Schedule.

(c) The charges and surcharges described in this Rate Schedule are subject to adjustment in accordance with the procedures set forth in the General Terms and Conditions.

(d) From the quantities delivered into storage for Shipper, Transporter shall retain the Storage Gas Loss Retainage Percentage of gas specified in the currently effective Part V.17, unless otherwise negotiated by Transporter and Shipper, and specified in Shipper's FSS Service Agreement. That percentage shall be subject to adjustment in accordance with Section 35 (Retainage Adjustment Mechanism) of the General Terms and Conditions.

(e) Shipper shall remain responsible for all property or other taxes associated with the quantities held for Shipper in storage under this Rate Schedule. Transporter periodically shall

report to Shipper the quantities in storage, allocated by State, to enable Shipper to calculate and pay all taxes associated with those storage quantities. All of Transporter's storage fields shall be treated conjunctively and each Shipper's storage gas shall be deemed to be proportionally allocated to all of Transporter's storage fields based on total working gas in storage.

(f) The Reservation Charge shall apply as of the date service is deemed to commence by the terms of Shipper's FSS Service Agreement.

(g) Transporter shall be responsible for any loss, cost, or expense arising from any loss of Shipper's gas in Transporter's storage that results from Transporter's negligence or failure to exercise due diligence. Notwithstanding the provisions in Section 22 (Possession of Gas) of the General Terms and Conditions, Shipper shall be responsible for obtaining its own insurance for any gas in storage, and shall hold Transporter harmless from any loss, cost, or expense arising from any loss of storage gas that results from a force majeure event or that is not the result of Transporter's negligence or failure to exercise due diligence.

# 7. <u>PENALTIES</u>

(a) If Shipper fails to comply with an interruption order issued by Transporter pursuant to this Rate Schedule or Section 16 (Interruptions of Service) of the General Terms and Conditions and thereby causes:

(1) Injections in excess of 103 percent of the lowered MDIQ set by Transporter's interruption order (Lowered Quantity), Shipper shall be assessed and pay penalties based on a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts Gas Daily price survey for all quantities tendered in excess of its Lowered Quantity; or

(2) Withdrawals in excess of 103 percent of the lowered MDWQ set by Transporter's interruption order (Lowered Quantity), Shipper shall be assessed and pay penalties based on <u>the higher of: (i)</u> a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts <u>Gas</u> <u>Daily</u> price survey <u>or (ii)</u> a price per Dth equal to 150 percent of the highest midpoint posting for either: Mich Con City-gate, Transco, Zone 6 Non-N.Y., or Texas Eastern, M-2 Receipts as published in Platts Gas Daily price survey for all quantities taken in excess of its Lowered Quantity. Section 7(a)(2)(ii) penalties will only be assessed on days in which the daily spot price of gas exceeds three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia."

(b) If Shipper fails to comply with an operational flow order issued by Transporter pursuant to Section 17 (Operational Flow Orders) of the General Terms and Conditions, a penalty based on <u>the higher of: (i)</u> a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts <u>Gas Daily</u> price survey or (ii) a price per Dth equal to 150 percent of the highest midpoint posting for either: Mich Con

City-gate, Transco, Zone 6 Non-N.Y., or Texas Eastern, M-2 Receipts as published in Platts Gas Daily price survey shall be assessed to Shipper for all quantities in violation of that operational flow order. Section 7(b)(ii) penalties will only be assessed on days in which the daily spot price of gas exceeds three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia."

(c) On any Day on which Shipper's injections into storage exceed 110 percent of its applicable MDIQ as described in Section 3(c) of this Rate Schedule, Shipper shall pay Transporter a penalty of \$5.00 per Dth for all quantities injected in excess of 110 percent of its MDIQ.

(d) In any Month in which Shipper's total monthly injection quantities exceed 105 percent of the applicable MMIQ as described in Section 3 of this Rate Schedule, Shipper shall pay Transporter a penalty of \$5.00 per Dth for all quantities injected in excess of 105 percent of the applicable MMIQ.

(e) In any Month in which Shipper's net withdrawals from storage exceed the applicable limits set forth in Section 4 of this Rate Schedule, Shipper shall pay Transporter a penalty of \$5.00 per Dth for all quantities withdrawn in excess of such limits.

(f) If Shipper's injections into storage on any Day exceed its SCQ, Shipper shall pay Transporter a penalty of \$5.00 per Dth for all quantities injected in excess of its SCQ. If Shipper's withdrawals from storage on any Day result in its FSS account having a negative SCQ balance, Shipper shall pay Transporter a penalty of \$5.00 per Dth.

(g) On any Day in which Shipper's unauthorized withdrawals from storage exceed 103 percent of its applicable MDWQ, as described in Section 4(b) of this Rate Schedule, Shipper shall pay Transporter a penalty based on the higher of: (i) a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts Gas Daily price survey or (ii) a price per Dth equal to 150 percent of the highest midpoint posting for either: Mich Con City-gate, Transco, Zone 6 Non-N.Y., or Texas Eastern, M-2 Receipts as published in Platts Gas Daily price survey for all quantities withdrawn in excess of 103 percent of its MDWQ, provided Transporter shall reduce penalties under this provision to the extent Shipper may pay penalties under Service Agreements under other Rate Schedules for the same quantities. Section 7(g)(ii) penalties will only be assessed on days in which the daily spot price for gas exceeds three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia."

(h) If Shipper: (i) violates an operational flow order issued by Transporter to withdraw quantities; (ii) fails to withdraw the minimum monthly withdrawal quantity as described in Section 4(c) of this Rate Schedule; or (iii) carries over quantities beyond June 30 in excess of 60%, or beyond August 31 excess of 85%, of a Shipper's SCQ limitation as set forth in Section 3(d) of this Rate Schedule; or (iv) carries over quantities beyond April 1 in excess of the 25%, or beyond February 1 in excess of 65%, of a Shipper's SCQ limitation as set forth in

Section 4(d) of this Rate Schedule, any such quantities automatically shall be forfeited by Shipper to Transporter, free and clear of all liens and encumbrances. Transporter shall post such forfeited quantities on its EBB as gas available for sale to the highest bidder within a 24 hour notice period. Such posting may provide as a condition of sale that such gas be withdrawn from storage within a period of time to be specified in the notice. Upon receipt of payment, Transporter shall treat the forfeited gas proceeds as Penalty Revenues as defined in Section 19.6 of the General Terms and Conditions.

(i) All penalties and charges assessed under this Section shall be assessed and paid in addition to all applicable storage rates and charges under this Rate Schedule, including any overrun charges.

(j) In the event Shipper seeks to avoid any penalty provided for in this Section on the ground that such charge was incurred because of a force majeure event as defined in Section 15 (Force Majeure) of the General Terms and Conditions, Shipper shall document such force majeure event to Transporter. Transporter shall waive penalties to the extent that it determines that the imbalance was caused by a bona fide force majeure event as defined in said Section 15.

(k) Transporter may waive its right to collect all or any portion of penalties assessed against Shipper or its right to retain all or any portion of Shipper's gas, provided that any such waiver is granted in a nondiscriminatory manner.

## 8. <u>GENERAL TERMS AND CONDITIONS</u>

All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof, with the exception of Sections 11, 19.1, 19.2, and 19.4, 33, 34, 36 through 41, 44 and 45.

#### FSS-M RATE SCHEDULE FIRM STORAGE SERVICE WITH MARKET-BASED RATES

#### 1. AVAILABILITY

Service under this Rate Schedule is available from Columbia Gas Transmission, LLC (Transporter) to any Shipper, provided that (i) Transporter has sufficient facilities and storage capacity available to inject, store, and withdraw gas for Shipper, (ii) Transporter has awarded capacity to Shipper under the provisions of Section 50 (Storage Service with Market-Based Rates) of the General Terms and Conditions (iii) Shipper has executed an FSS-M Service Agreement with Transporter, and (iv) Shipper complies with the provisions of this Rate Schedule and with all other applicable provisions of this Tariff.

#### 2. APPLICABILITY AND CHARACTER OF SERVICE

(a) Subject to the limitations set forth below, Transporter will inject and store quantities and withdraw thermally equivalent quantities, less storage gas loss, for Shipper. This service will be provided on a firm basis and will apply to all gas delivered to Transporter for Shipper and stored under this Rate Schedule, up to the Storage Contract Quantity (SCQ) set forth in Shipper's FSS-M Service Agreement. Shipper's Maximum Daily Storage Quantity (MDSQ) under this FSS-M Rate Schedule will be specified in Shipper's FSS-M Service Agreement.

(b) Service provided under this Rate Schedule will: (i) have the priority specified in Section 7 (Capacity Allocation) of the General Terms and Conditions, (ii) be subject to interruption to the extent provided in this Rate Schedule or in Section 16 (Interruptions of Service) of the General Terms and Conditions, and (iii) be subject to operational flow orders issued by Transporter to protect the integrity, including the performance capability, of its storage facilities, or otherwise to the extent provided in this Rate Schedule or in Section 17 (Operational Flow Orders) of the General Terms and Conditions.

(c) Subject to the limitations and requirements set forth in this Rate Schedule or in Shipper's FSS-M Service Agreement, Transporter will (i) inject quantities received by Transporter from or on behalf of Shipper and designated by Shipper for delivery to "FSS-M Storage", up to the SCQ set forth in Shipper's FSS-M Service Agreement plus sufficient quantities for Storage Gas Loss Retainage, (ii) deliver to Shipper thermally equivalent quantities of gas, less Storage Gas Loss Retainage, up to the SCQ set forth in Shipper's FSS-M Service Agreement, and (iii) inject or withdraw quantities to correct imbalances, as provided for in paragraph (c) immediately above. Transporter will not be obligated under this Rate Schedule on any Day to deliver to Shipper gas in excess of the quantities then held in storage for Shipper.

(d) Daily quantities nominated by Shipper for withdrawal from FSS-M storage under any of Shipper's transportation Service Agreements will be deemed to be withdrawals from Shipper's FSS-M account.

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(e) Service rights under an FSS-M Service Agreement may be released and assigned in accordance with Section 14 (Release and Assignment of Service Rights) of the General Terms and Conditions. Service to a replacement shipper under any release and assignment will be subject to the provisions set forth in this Rate Schedule and in the General Terms and Conditions. If a Shipper releases only a portion of its service rights under an FSS-M Service Agreement, that release will not change the existing ratio of the SCQ and the MDSQ for Shipper's remaining unreleased service.

Transporter and Shipper may mutually agree on a not unduly discriminatory basis (f) to (i) different termination dates for specified volumes of Storage Contract Quantity and Maximum Daily Storage Quantity within the same Service Agreement and/or (ii) combine multiple Service Agreements under this Rate Schedule into a single Service Agreement under this Rate Schedule with different termination dates for specified volumes of Storage Contract Quantity and Maximum Daily Storage Quantity. Transporter and Shipper may mutually agree to combine Service Agreements only if the individual Service Agreement's rates, terms, and conditions can be distinctly maintained and will not be altered by the combination. For each Service Agreement(s) executed in accordance with this Section 2(f), each of the varying termination dates and associated volumes of Storage Contract Quantity and Maximum Daily Storage Quantity will be set forth on a separate Appendix A to the Service Agreement applicable to service pursuant to this Rate Schedule. Each component with a different termination date for a specified volume of Storage Contract Quantity and Maximum Daily Storage Quantity within the same Service Agreement and reflected in a separate Appendix A will be regarded as a single Service Agreement for purposes of Shipper's exercise of any right of first refusal under the provisions of Section 4 of the General Terms and Conditions of Transporter's Tariff. If a constraint or other occurrence precludes combined nominations or allocations, Transporter may advise Shippers under combined Service Agreements that capacity must be nominated separately, and is subject to separate allocation, pursuant to the terms of each separate Appendix A of the Service Agreement. Each Appendix A of the combined Service Agreements will be identified by its original contract number or such other identification convention determined to be applicable by Transporter.

## 3. <u>INJECTIONS INTO STORAGE</u>

(a) Transporter will not be obligated on any Day to inject gas into storage for Shipper in excess of Shipper's Maximum Daily Injection Quantities (MDIQ), as described in this Section. A request by Shipper to make injections in excess of its MDIQ must be submitted to Transporter electronically through Transporter's EBB and be received by Transporter at least 24 hours in advance of the requested injections. If Shipper makes such a request, Transporter will grant the request if there is additional injection flexibility during the time period of the request in accordance with Section 7 (Capacity Allocation) of the General Terms and Conditions.

(b) Injections under this Rate Schedule will have the priority described in Section 7 (Capacity Allocation) of the General Terms and Conditions and will be subject to interruption to the extent provided in this Rate Schedule or in Section 16 (Interruptions of Service) of the

General Terms and Conditions. Except for reasons of force majeure, Shipper must notify Transporter electronically through Transporter's EBB at least 24 hours in advance of any change in the daily quantities of gas Shipper desires to deliver or cause to be delivered to Transporter for storage under this Rate Schedule. If a force majeure event causes a material change in the quantities of gas that will be delivered to Transporter for storage on Shipper's behalf under this Rate Schedule, Shipper must notify or cause Transporter to be notified as soon as possible after that force majeure event.

(c) Quantities to be stored hereunder may be delivered to Transporter throughout the year. The Maximum Monthly Injection Quantities (MMIQ) that may be injected during the Months will be limited to the following percentages of Shipper's SCQ:

April	15%	August	18%	December	10%
May	20%	September	13%	January	10%
June	20%	October	9%	February	10%
July	20%	November	5%	March	10%

Shipper's MDIQ will be 1/25th of the applicable limitation on Shipper's MMIQ, except during the Months of November and December when the MDIQ will be 1/30th of the applicable limitation on Shipper's MMIQ. A request by Shipper for permission to make injections in excess of its MMIQ must be submitted to Transporter electronically through Transporter's EBB at least 24 hours in advance. Transporter will grant any such request if: (i) there is additional injection flexibility during the time period of the request in accordance with Section 7 (Capacity Allocation) of the General Terms and Conditions; and (ii) Transporter, in its reasonable discretion, can operationally accommodate the request(s).

(d) A Shipper under this Rate Schedule may have no more than 60% of its SCQ in storage as of June 30, and no more than 85% of its SCQ in storage as of August 31. <u>Quantities in excess of 60% of Shipper's SCQ as of June 30, or 85% of Shipper's SCQ as of August 31, shall not be carried over beyond June 30 or August 31, as applicable.</u>

(e) Quantities nominated for delivery to Shipper's delivery points on any Day under all Service Agreements with Transporter held by Shipper and by other shippers delivering to Shipper, but not taken by Shipper on such Day, will be deemed to be injections into FSS-M Storage for Shipper under this Rate Schedule.

(f) Transporter may waive a Shipper's default of any of the limitations set forth in this Section that has already occurred. In addition, Transporter may waive a Shipper's default of these limitations in advance, provided that the waiver is required to address a specific, temporary, operational problem. Any waiver granted pursuant to this Section must be granted in a non-discriminatory manner on a case-by-case basis.

## 4. WITHDRAWALS FROM STORAGE

At or before 11:00 a.m. Eastern Time on the Day before the Day on which (a) Shipper desires deliveries from Transporter under this Rate Schedule, or at such later time as Transporter may from time to time specify, Shipper will notify Transporter electronically through Transporter's EBB of the quantities to be withdrawn and delivered by Transporter to or for Shipper for transportation and the dates on which these withdrawals are requested. When Shipper's actual takes will not match total nominated withdrawal quantities, Shipper will notify Transporter electronically through Transporter's EBB in advance on the delivery Day by submitting revised nominations. Transporter will not be obligated on any Day to withdraw and deliver gas to Shipper in excess of Shipper's Maximum Daily Withdrawal Quantity (MDWQ), as described in this Section, plus sufficient quantities for Retainage under Shipper's transportation Service Agreement with Transporter. A request by Shipper for permission to make withdrawals in excess of its MDWQ must be submitted to Transporter electronically through Transporter's EBB at least 24 hours in advance. Transporter will grant these requests if there is additional withdrawal flexibility during the time period of the request, in accordance with Section 7 (Capacity Allocation) of the General Terms and Conditions.

(b) Transporter will deliver Shipper's SCQ throughout the year, subject to the limitations set forth herein. Shipper's MDWQ will be based upon and limited by Shipper's SCQ inventory remaining in storage determined in accordance with Transporter's best estimates as follows:

% of SCQ in Inventory	MDWQ as a % of MDSQ
100% to 30%	100%
less than 30% to 20%	80%
less than 20% to 10%	65%
less than 10% to 0%	50%

(c) The minimum and maximum monthly net withdrawal quantities for the Months November through March will be as follows:

<u>Month</u>	Minimum % of SCQ	Maximum % <u>of SCQ</u>
November	No minimum	40%
December	No minimum	40%
January	No minimum	40%
February	10%	30%
March	10%	20%

Any request by Shipper for permission to make withdrawals in excess of its maximum monthly net withdrawal limit must be submitted to Transporter electronically through Transporter's EBB at least 24 hours in advance. Transporter will grant the request if: (i) there is additional withdrawal flexibility during the time period of the request, in accordance with Section 7 (Capacity Allocation) of the General Terms and Conditions; and (ii) Transporter, in its

reasonable discretion, can operationally accommodate the request(s). If Shipper exceeds the maximum monthly net withdrawal limit during any of the Months November through March, Shipper's maximum monthly net withdrawal quantity for the succeeding Month will be reduced by an amount equal to the excess quantities withdrawn during the excess withdrawal Month. Shipper's withdrawals during the Months April through October will not be subject to maximum or minimum withdrawal limits; provided, however, that Shipper's withdrawals during that period will be subject to the limitations of Shipper's SCQ levels.

(d) Shipper's maximum storage inventory on April 1 must not exceed 25% of its SCQ. Shipper's maximum storage inventory on February 1 must not exceed 65% of its SCQ. Quantities in excess of 25% of Shipper's SCQ will not be carried over beyond April 1.

(e) Quantities taken on any Day by Shipper under all Service Agreements with Transporter held by Shipper and by other shippers delivering to Shipper, but not nominated by Shipper on such Day, will be deemed to be withdrawals from FSS-M storage for Shipper under this Rate Schedule.

(f) Shipper may withdraw from storage, on an interruptible basis, quantities in excess of Shipper's MDWQ. These interruptible withdrawals will have the priority set forth in Section 7 (Capacity Allocation) of the General Terms and Conditions and will be subject to interruption as set forth in Section 16 (Interruptions of Service) of the General Terms and Conditions.

(g) Transporter may waive a Shipper's default of any of the limitations set forth in this Section that has already occurred. In addition, Transporter may waive a Shipper's default of these limitations in advance, provided that the waiver is required to address a specific, temporary, operational problem. Any waiver granted pursuant to this Section must be granted in a non-discriminatory manner on case-by-case basis.

## 5. <u>RECEIPT AND DELIVERY POINTS</u>

Service under this Rate Schedule will not be subject to the flexible receipt and delivery point provisions of Section 11 (Flexible Primary and Secondary Receipt and Delivery Points) of the General Terms and Conditions. The point of delivery for all gas tendered to Transporter for storage under this Rate Schedule will be designated in transportation Service Agreement(s) with Transporter as "FSS-M Storage." The point of receipt for all gas delivered by Transporter to Shipper hereunder will be designated in Shipper's Service Agreements with Transporter as "FSS-M Storage."

# 6. <u>RATE</u>

(a) The applicable rate for service under this Rate Schedule will be a negotiated market-based rate as provided in Shipper's FSS-M Service Agreement.

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(b) From the quantities delivered into storage for Shipper, Transporter will retain the Storage Gas Loss Retainage Percentage of gas specified in Transporter's currently effective Tariff, unless otherwise negotiated by Transporter and Shipper, and specified in Shipper's FSS-M Service Agreement. That percentage will be subject to adjustment in accordance with Section 35 (Retainage Adjustment Mechanism) of the General Terms and Conditions. The Storage Gas Loss Retainage Percentage applicable to Rate Schedule FSS-M will be calculated separately in Transporter's annual Retainage Adjustment Mechanism filings.

(c) Shipper will remain responsible for all property or other taxes associated with the quantities held for Shipper in storage under this Rate Schedule. Transporter will periodically report to Shipper the quantities in storage, allocated by State, to enable Shipper to calculate and pay all taxes associated with those storage quantities. The Crawford and Weaver storage fields, which are subject to market-based rates, will be treated conjunctively and Shipper's storage gas will be deemed to be proportionally allocated to these storage fields based on total working gas in storage held in capacity subject to market-based rate rates.

(d) Transporter will be responsible for any loss, cost, or expense arising from any loss of Shipper's gas in Transporter's storage that results from Transporter's negligence or failure to exercise due diligence. Notwithstanding the provisions in Section 22 (Possession of Gas) of the General Terms and Conditions, Shipper will be responsible for obtaining its own insurance for any gas in storage, and will hold Transporter harmless from any loss, cost, or expense arising from any loss of storage gas that results from a force majeure event or that is not the result of Transporter's negligence or failure to exercise due diligence.

## 7. <u>PENALTIES</u>

(a) If Shipper fails to comply with an interruption order issued by Transporter pursuant to this Rate Schedule or Section 16 (Interruptions of Service) of the General Terms and Conditions and:

(1) Causes injections in excess of 103 percent of the lowered MDIQ set by Transporter's interruption order (Lowered Quantity), then Shipper will be assessed and pay penalties based on a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts Gas Daily price survey for all quantities tendered in excess of its Lowered Quantity; or

(2) Causes withdrawals in excess of 103 percent of the Lowered Quantity, Shipper will be assessed and pay penalties based on <u>the higher of: (i)</u> a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts <u>Gas Daily</u> price survey or (ii) a price per Dth equal to 150 percent of the highest midpoint posting for either: Mich Con City-gate, Transco, Zone 6 Non-N.Y., or Texas Eastern, M-2 Receipts as published in Platts Gas Daily price survey for all quantities taken in excess of its Lowered Quantity. <u>Section 7(a)(2)(ii)</u> penalties will only be assessed on days in which the daily spot price of gas exceeds three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia."

(b) If Shipper fails to comply with an operational flow order issued by Transporter pursuant to Section 17 (Operational Flow Orders) of the General Terms and Conditions, a penalty based on <u>the higher of: (i)</u> a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts <u>Gas Daily</u> price survey or (ii) a price per Dth equal to 150 percent of the highest midpoint posting for either: Mich Con City-gate, Transco, Zone 6 Non-N.Y., or Texas Eastern, M-2 Receipts as published in Platts Gas Daily price survey will be assessed to Shipper for all quantities in violation of that operational flow order. Section 7(b)(ii) penalties will only be assessed on days in which the daily spot price of gas exceeds three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia."

(c) On any Day that Shipper's injections into storage exceed 110 percent of its applicable MDIQ, as described in Section 3(c) of this Rate Schedule, Shipper will pay Transporter a penalty of \$5.00 per Dth for all quantities injected in excess of 110 percent of its MDIQ.

(d) In any Month in which Shipper's total monthly injection quantities exceed 105 percent of the applicable MMIQ as described in Section 3 of this Rate Schedule, Shipper will pay Transporter a penalty of \$5.00 per Dth for all quantities injected in excess of 105 percent of the applicable MMIQ.

(e) In any Month in which Shipper's net withdrawals from storage exceed the applicable limits set forth in Section 4 of this Rate Schedule, Shipper will pay Transporter a penalty of \$5.00 per Dth for all quantities withdrawn in excess of those limits.

(f) If Shipper's injections into storage on any Day exceed its SCQ, Shipper will pay Transporter a penalty of \$5.00 per Dth for all quantities injected in excess of its SCQ. If Shipper's withdrawals from storage on any Day result in its FSS-M account having a negative SCQ balance, Shipper will pay Transporter a penalty of \$5.00 per Dth.

(g) On any Day that Shipper's unauthorized withdrawals from storage exceed 103 percent of its applicable MDWQ, as described in Section 4(b) of this Rate Schedule, Shipper will pay Transporter a penalty based on the higher of: (i) a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts Gas Daily price survey or (ii) a price per Dth equal to 150 percent of the highest midpoint posting for either: Mich Con City-gate, Transco, Zone 6 Non-N.Y., or Texas Eastern, M-2 Receipts as published in Platts Gas Daily price survey for all quantities withdrawn in excess of 103 percent of its MDWQ; provided, however, that Transporter will reduce penalties under this provision if Shipper is required to pay penalties under Service Agreements under other Rate Schedules for the same quantities. Section 7(g)(ii) penalties will only be assessed on days in

# which the daily spot price of gas exceeds three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia."

(h) If Shipper: (i) violates an operational flow order issued by Transporter to withdraw quantities; (ii) fails to withdraw the minimum monthly withdrawal quantity as described in Section 4(c) of this Rate Schedule; or (iii) carries over quantities beyond June 30 in excess of 60%, or beyond August 31 in excess of 85%, of a Shipper's SCQ limitation as set forth in Section 3(d) of this Rate Schedule; or (iv) carries over quantities beyond April 1 in excess of the 25%, or beyond February 1 in excess of 65%, of a Shipper's SCQ limitation as set forth in Section 4(d) of this Rate Schedule, those quantities will automatically be forfeited by Shipper to Transporter, free and clear of all liens and encumbrances. Transporter will post these forfeited quantities on its EBB as gas available for sale to the highest bidder within a 24 hour notice period. This posting may provide as a condition of sale that the gas be withdrawn from storage within a specified period of time. Upon receipt of payment, Transporter will treat the forfeited gas proceeds as Penalty Revenues as defined in the General Terms and Conditions.

(i) All penalties and charges assessed under this Section will be assessed and paid in addition to all applicable storage rates and charges under this Rate Schedule, including any overrun charges.

(j) If Shipper seeks to avoid any penalty provided for in this Section on the ground that the charge was incurred because of a force majeure event as defined in Section 15 (Force Majeure) of the General Terms and Conditions, Shipper must document the force majeure event to Transporter. Transporter will waive penalties to if it determines that the imbalance was caused by a bona fide force majeure event.

(k) Transporter may waive its right to collect all or any portion of penalties assessed against Shipper or its right to retain all or any portion of Shipper's gas, provided that any such waiver is granted in a nondiscriminatory manner.

## 8. <u>GENERAL TERMS AND CONDITIONS</u>

All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof, with the exception of Sections 4, 11, 19.1, 19.2, and 19.4, 33, 34, 36 through 42, 44 and 45.

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#### 1. <u>DEFINITIONS</u>

1.1 "<u>Administrator</u>" shall mean the party designated by the Principals to act on their behalf under a Multi-Party Service Agreement.

1.2 "<u>Billing Month</u>" shall mean the period elapsed between consecutive final monthly meter readings and, when referred to in terms of a calendar month, shall mean that calendar month in which the majority of the Billing Month occurs.

- 1.3 "<u>Btu</u>" shall mean the British thermal unit as defined by international standards.
- 1.4 "<u>Business Day</u>" shall mean Monday through Friday, excluding Federal Banking Holidays.

1.5 "<u>Central Clock Time</u>" or "<u>CT</u>" shall mean Central Standard Time adjusted for Daylight Savings Time. Unless otherwise stated, all times in the Tariff are Central Clock Time.

1.6 "<u>Commission</u>" shall mean the Federal Energy Regulatory Commission.

1.7 "<u>Confirmations</u>" shall mean the process of Transporter agreeing with Interconnecting Operators on quantities that should flow at a location based on nominations received by Transporter and the Interconnecting Operator. Related confirmation terms are:

(a) "<u>Confirming Party</u>" shall mean the entity that Transporter shall contact for confirmation of a quantity of gas with respect to a nomination at a location. Confirming Parties include Interconnecting Operators or upstream/downstream title holders.

(b) "<u>Confirmation by Exception</u>" or "<u>CBE</u>" means that the Confirming Parties agree that one party deems that all requests at a location are confirmed by the other party (the CBE party) without response communication from that party. The CBE party can take exception to the request by so informing the other party within a mutually agreed upon time frame.

(c) "<u>Explicit Confirmation</u>" shall mean the requirement that the Confirming Party respond to a Request for Confirmation or initiate an unsolicited Confirmation Response. Absent mutual agreement to the contrary, Explicit Confirmation is the default confirmation methodology.

1.8 "<u>Critical Notice</u>" shall mean any notice pertaining to information on system conditions that affect scheduling or adversely affect scheduled gas flow.

1.9 "<u>Cubic Foot</u>" and "<u>Standard Cubic Foot</u>" shall mean that quantity of natural gas that occupies one cubic foot of volume at the Volumetric Measurement Base defined in Section 26.2 of the General Terms and Conditions.

1.10 "<u>Designated Site</u>" shall mean the electronic address used to contact an entity for EDI transmission.

1.11 "<u>Dth</u>" or "<u>Dekatherm</u>" shall mean one million Btu. The standard quantity for nominations, confirmation and scheduling is dekatherms per Gas Day in the United States, and gigajoules per Gas Day in Canada and Mexico. (For reference 1 dekatherm = 1,000,000 Btu's and 1 gigajoule = 1,000,000 joules.) For commercial purposes, the standard conversion factor between dekatherms and gigajoules is 1.055056 gigajoules per dekatherm. The standard Btu is the International Btu, which is also called the Btu(IT); the standard joule is the joule specified in the SI system of units.

1.12 "<u>EDI</u>" shall mean electronic data interchange as defined by the standards established by the GISB and approved by the Commission, or Transporter defined data sets where no GISB standard exists.

1.13 "<u>Elapsed Prorata Capacity</u>" shall mean that portion of the capacity that would have theoretically been available for use prior to the effective time of the intraday recall based upon a cumulative uniform hourly use of the capacity.

1.14 "<u>Elapsed Prorated Scheduled Quantity</u>" or "<u>EPSQ</u>" shall mean that portion of the scheduled quantity that would have theoretically flowed up to the effective time of the intraday nomination being confirmed, based upon a cumulative uniform hourly quantity for each nomination period affected.

1.15 "<u>Electronic Bulletin Board</u>" and "<u>EBB</u>" shall mean Transporter's computerized system for the posting, sending and receiving of notices and other communications under this Tariff.

1.16 "<u>Electronic Measurement</u>" shall mean that form of measurement consisting of flow computers or computerized Remote Terminal Units (RTUs), electronic transducers, and associated power, data communications, and other electronic equipment to accomplish the measurement of gas and transfer of data without the use of charts or other paper Recordings.

1.17 "<u>Electronic Notice Delivery</u>" is the term used to describe the delivery of notices via Internet E-mail and/or EDI/EDM.

1.18 "<u>Gas Day</u>" or "<u>Day</u>" shall mean a period of 24 consecutive hours, beginning at 9:00 a.m. Central Clock Time, as adjusted for Daylight Savings Time, and the date of the Day shall be that of its beginning.

1.19 "<u>General Terms and Conditions</u>" or "<u>GTC</u>" shall mean the currently effective General Terms and Conditions set forth in Volume No. 1 of this Tariff.

1.20 "<u>Heating Value</u>" shall mean the gross heating value on a dry basis, which is the number of British thermal units produced by the complete combustion at constant pressure of the amount of dry gas (gas containing no water vapor) that would occupy a volume of one Cubic Foot at 14.73 psig and  $60^{\circ}$  F with combustion air at the same temperature and pressure as the gas, the products of combustion being cooled to the initial temperature of the gas and air, and the water formed by combustion condensed to the liquid state.

1.21 "<u>Interconnecting Operator</u>" shall mean the entity with physical control either upstream or downstream of Transporter's facility.

1.22 "<u>Intraday Nomination</u>" shall mean a nomination submitted after the nomination deadline whose effective time is no earlier than the beginning of the Gas Day and runs through the end of that Gas Day.

1.23 "<u>Market Areas</u>" shall mean the geographic regions shown on the Market Area map and the accompanying descriptions and listing of delivery points within each such geographic region, as published on Transporter's EBB, as they each may be changed from time to time.

1.24 "<u>Master List of Interconnections</u>" or "<u>MLI</u>" shall mean the list of interconnections, including receipt and delivery points with third parties, aggregation points, and paper pools, eligible for transportation services as maintained by Transporter on its EBB on an ongoing basis.

1.25 "<u>Maximum Hourly Quantity</u>" shall mean the maximum hourly quantity of gas that Transporter shall be obligated to deliver to or for the account of Shipper pursuant to a Service Agreement under Rate Schedule NTS-S.

1.26 "<u>Mcf</u>" shall mean one thousand Cubic Feet of gas.

1.27 "<u>Month</u>" shall mean the period beginning at the start of the first Day of the calendar month and ending at the same hour on the first Day of the next succeeding calendar month.

1.28 "<u>Multi-Party Service Agreement</u>" shall mean the service agreement, as set forth in the Forms of Service Agreements, executed by Administrator on behalf of Principals as Shipper.

1.29 "<u>Negotiated Rate</u>" shall mean "negotiated rate" as defined in accordance with Commission policy, with respect to the negotiation of rates, rate components, fees, charges, surcharges, credits, retainage percentages, or formula pertaining to the same, for service under a Rate Schedule. A Negotiated Rate: must be mutually agreed to by Transporter and Shipper; may be less than, equal to, or greater than or less than the Recourse Rate and/or the minimum rate; may be based on a rate design other than straight fixed variable; and may include a minimum quantity.

1.30 "<u>Nomination Cycle</u>" shall mean the timing and activities related to nominations, capacity allocation, confirmation and scheduled quantities. Nomination cycles are:

(a) <u>Timely Nomination Cycle</u>

On the day prior to gas flow:

(i) 1:00 p.m. for nominations leaving control of the nominating party;

(ii) 1:15 p.m. for receipt of nominations by the Transporter (including from Title Transfer Tracking Service Providers (TTTSPs));

(iii) 1:30 to send Quick Response;

(iv) 4:30 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties;

(v) 5:00 p.m. for receipt of scheduled quantities by Shipper and Interconnecting Operator.

Scheduled quantities resulting from Timely Nominations should be effective at the start of the next Gas Day.

(b) <u>Evening Nomination Cycle</u>

On the day prior to gas flow:

(i) 6:00 p.m. for nominations leaving control of the nominating party;

(ii) 6:15 p.m. for receipt of nominations by the Transporter (including from TTTSPs);

(iii) 6:30 p.m. to send Quick Response;

(iv) 8:30 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties;

(v) 9:00 p.m. for Transporter to provide scheduled quantities to affected Shippers and Interconnecting Operators, and to provide scheduled quantities to bumped parties (notice to bumped parties).

Scheduled quantities resulting from Evening Nominations shall be effective at the start of the next Gas Day.

(c) Intraday 1 Nomination Cycle

On the current Gas Day:

(i) 10:00 a.m. for nominations leaving control of the nominating party;

(ii) 10:15 a.m. for receipt of nominations by the Transporter (including from TTTSPs);

(iii) 10:30 a.m. to send Quick Response;

(iv) 12:30 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties;

(v) 1:00 p.m. for Transporter to provide scheduled quantities to affected Shippers and Interconnecting Operators, and to provide scheduled quantities to bumped parties (notice to bumped parties).

Scheduled quantities resulting from Intraday 1 Nominations should be effective at 2:00 p.m. on the current Gas Day.

(d) Intraday 2 Nomination Cycle

On the current Gas Day:

(i) 2:30 p.m. for nominations leaving control of the nominating party;

(ii) 2:45 p.m. for receipt of nominations by the Transporter (including from TTTSPs);

(iii) 3:00 p.m. to send Quick Response;

(iv) 5:00 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties;

(v) 5:30 p.m. for Transporter to provide scheduled quantities to affected Shippers and Interconnecting Operators and to provide scheduled quantities to bumped parties (notice to bumped parties).

Scheduled quantities resulting from Intraday 2 Nominations should be effective at 6:00 p.m. on the current Gas Day.

(e) <u>Intraday 3 Nomination Cycle</u>

On the current Gas Day:

(i) 7:00 p.m. for nominations leaving control of the nominating party;

(ii) 7:15 p.m. for receipt of nominations by the Transporter (including from TTTSPs);

(iii) 7:30 p.m. to send Quick Response;

(iv) 9:30 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties;

(v) 10:00 p.m. for Transporter to provide scheduled quantities to affected Shippers and Interconnecting Operators.

Scheduled quantities resulting from Intraday 3 Nominations should be effective at 10:00 p.m. on the current Gas Day. Bumping is not allowed during the Intraday 3 Nomination Cycle.

(f) For purposes of (b), (c), (d) and (e) above, "provide" shall mean receipt at Shipper's or Interconnecting Operator's designated site, and for purposes of other forms of transmittal, it shall mean send or post.

1.31 "<u>OBA</u>" shall mean Operation Balancing Agreement between two parties which specifies the procedures for managing operating variances at an interconnect.

1.32 "Operating Areas" shall mean the geographic regions shown on the Operating Area map and the accompanying descriptions and listing within each Market Area, as published on Transporter's EBB, as they each may be changed from time to time.

1.3<u>3</u><sup>2</sup> "<u>Operational Flow Order</u>" or "<u>OFO</u>" shall mean an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity of Transporter's system or to maintain operations required to provide efficient and reliable firm service. Whenever Transporter experiences these conditions, any pertinent order shall be referred to as an Operational Flow Order.

1.343 "Package ID" shall mean a way to differentiate between discrete business transactions.

1.354 "<u>Permanent Release</u>" shall mean a release where the releasing Shipper releases its capacity for the entire remaining term of its Service Agreement and Transporter and Shipper agree to terminate the releasing Shipper's Service Agreement, so that the releasing Shipper no longer has any liability to Transporter to pay for the capacity.

1.3<u>6</u>5 "<u>Pooling</u>" shall mean 1) the aggregation of gas from multiple physical and/or logical points to a single physical or logical point, and/or 2) the dis-aggregation of gas from a single physical or logical point to multiple physical and/or logical points.

1.376 "Principal(s)" shall mean Shipper or Shippers that have a designated Administrator to act on its/their behalf under a Multi-Party Service Agreement.

1.387 "<u>Receipt Point for Production</u>" shall mean a receipt point that is directly connected to production or gathering facilities. Interconnections with interstate pipelines will not be deemed "Receipt Points for Production."

1.3<u>9</u><sup>§</sup> "<u>Recording</u>" and "<u>Record</u>" when used herein shall include:

(a) charts or other paper recordings, or

(b) any binary or other machine-readable representation of information stored in computer memory or other electronic device.

1.<u>40</u><sup>39</sup> "<u>Recourse Rate</u>" shall mean the Total Effective Rate (maximum base tariff rate plus all applicable surcharges) set forth in this Tariff for service under the corresponding rate schedule.

1.410 "<u>Recurrence Interval</u>" shall mean an annually recurring period of time, defined by month and day combinations, during which certain contract terms are effective.

1.421 "<u>Retainage</u>" shall mean the quantity of gas, expressed as a percentage of receipt quantities, Shipper must provide Transporter (in addition to quantities Transporter will deliver to Shipper) for company-use, lost and unaccounted-for quantities under any of Transporter's Rate Schedules that refer to such term.

1.4<u>3</u><sup>2</sup> "<u>Scheduled Daily Delivery Quantity</u>" shall mean the quantity of gas scheduled by Transporter pursuant to Section 6 (Nominating, Scheduling, and Monitoring) of the General Terms and Conditions for delivery by Transporter on a daily basis to or for the account of Shipper pursuant to each Service Agreement under any of Transporter's Rate Schedules that refer to such term.

1.443 "Scheduled Daily Receipt Quantity" shall mean the quantity of gas scheduled by Transporter pursuant to Section 6 (Nominating, Scheduling, and Monitoring) the General Terms and Conditions for receipt by Transporter on a daily basis for or on behalf of Shipper pursuant to each Service Agreement under any of Transporter's Rate Schedules that refer to such term.

1.4<u>5</u>4 "<u>Segmentation Pool" ("SP")</u> shall be the virtual location at which pooling for segmentation purposes occurs (designated as being west of Transporter's Lanham compressor station).

1.4<u>6</u>5 "<u>Shipper</u>" shall mean any person or entity receiving service under any of Transporter's Rate Schedule(s).

1.4<u>7</u>6 "<u>Summer Season</u>" shall mean the seven-month period commencing with the first Day of the April Billing Month of any year and ending with the last Day of the next succeeding October Billing Month.

1.487 "<u>Third Party Storage Company</u>" shall mean a storage service provider with physical facility storage assets connected directly to Transporter's physical facilities.

1.4<u>9</u><sup>8</sup> "<u>Transporter</u>" shall mean Columbia Gas Transmission, LLC.

1.<u>5049</u>"<u>Transporter Holiday</u>" shall mean those annually sanctioned holidays of Transporter.

1.510 "<u>Title Transfer Tracking Service Provider</u>" or "<u>TTTSP</u>" shall mean the party conducting the Title Transfer Tracking, which is the process of accounting for the progression of title changes from party to party that does not effect a physical transfer of the gas.

1.521 "<u>Total Firm Entitlement</u>" or "<u>TFE</u>" shall mean the aggregate daily quantity of gas that Transporter is obligated to deliver to Shipper at its delivery points under Rate Schedules FTS, FT-C, NTS, NTS-S, TPS, SST, and GTS, and under all firm X-Rate Schedules contained in Original Volume No. 2 of this Tariff.

1.5<u>3</u><sup>2</sup> "<u>Transportation Demand</u>" shall mean the maximum daily quantity of gas that Transporter shall be obligated to deliver to or for the account of Shipper pursuant to a Service Agreement under any of Transporter's firm transportation service Rate Schedules.

1.5<u>4</u><sup>3</sup> "<u>Transportation Quantity</u>" shall mean the maximum daily quantity of gas that Transporter agrees to transport and deliver to or for the account of Shipper pursuant to a Service Agreement under any of Transporter's interruptible transportation service Rate Schedules.

1.5<u>5</u>4 "<u>Utilization Factor</u>" shall mean the factor calculated by dividing the saturated heating value of the gas by the square root of its specific gravity.

1.5<u>6</u>5 "<u>Winter Season</u>" shall mean the five-month period commencing with the first Day of the November Billing Month in any year and ending with the last Day of the next succeeding March Billing Month.

1.57 "Zone(s)" shall include collectively both the "East Zone" and "West Zone". East Zone shall include Operating Areas 1, 2, 4, and 10. West Zone shall include Operating Areas 3, 5, 6, 7, and 8.

### 4. <u>AVAILABILITY OF CAPACITY FOR FIRM SERVICES</u>

This Section governs the manner in which requests for firm services shall be accommodated by Transporter when capacity is or becomes available.

#### 4.1 Right of First Refusal and Extension/Recontracting of Firm Service Agreements

Transporter and any Shipper may mutually agree, on a not unduly discriminatory basis, to include in a service agreement, a contractual right of first refusal ("Contractual ROFR"). Unless Transporter and Shipper expressly agree otherwise in Shipper's service agreement, a right of first refusal ("ROFR") pursuant to Section 284.221 of the Commission's Regulations shall apply only to (1) firm service agreements with a term of twelve (12) or more consecutive months of service agreements at the applicable Recourse Rate for that service, or (2) firm multi-year seasonal service agreement that has a multi-year seasonal service agreement as used in this Section 4 is a firm service agreement that has a multi-year term but does not provide for twelve (12) consecutive months of service. A shipper holding a qualifying agreement may exercise a Regulatory or Contractual ROFR in accordance with, and subject to, the procedures and limitations set forth below. The following procedure shall govern extensions of qualifying agreements:

#### (a) <u>Right of First Refusal Process</u>

Transporter shall notify Shipper in writing of the upcoming expiration or (1)termination of any firm service agreement with a term of twelve (12) or more consecutive months of service or any firm multi-year seasonal service agreement at the applicable Recourse Rate for that service (a "Long-Term Service Agreement"), and will provide such notice at least thirty (30) days before Shipper is obligated to notify Transporter of its intent to exercise its ROFR or other service continuation rights under the Long-Term Service Agreement. All notifications and procedures that apply to Long-Term Service Agreements will also be applied to contracts with a Contractual ROFR. For a Long-Term Service Agreement subject to a ROFR pursuant to Section 4.1, Transporter and Shipper may mutually agree to a renewal of the Long-Term Service Agreement, the exact terms of which are to be negotiated on a case-by-case basis in a not unduly discriminatory manner, provided that such mutual agreement is reached prior to Shipper's response deadline in accordance with this Section 4.1(a). -If a Shipper elects to extend a Long-Term Service Agreement, or any portion of its contract quantity thereunder: (i) for a period of five (5) years and at the Recourse Rate, then Transporter shall accept Shipper's requested extension; or (ii) for less than a period of five (5) years or less than the Recourse Rate (or both), then Transporter, at its option and in a manner which is not unduly discriminatory, shall either accept Shipper's requested extension period or shall require Shipper to exercise its ROFR by making the capacity under such agreement available in accordance with the procedures set forth below. Where applicable, and in accordance with Section 47.2 below, any ROFR may (1) be limited to the term of Transporter's contract or service agreement with the offsystem capacity providers, or (2)

the amount of capacity subject to the ROFR may be reduced to reflect changes in Transporter's operational requirement.

(2) Shippers with Long-Term Service Agreements expiring prior to or on July 31, 2025 shall have the one-time right to provide Transporter with a six (6) month notice of intent to exercise the Shipper's ROFR. Shippers with Long Term Service Agreements expiring after July 31, 2025 shall provide Transporter with an eleven (11) month notice of intent to exercise the Shipper's ROFR. Upon Shipper providing Transporter with an eleven (11) month notice of intent to exercise the Shipper's ROFR. Upon Shipper providing Transporter with an eleven (11) month notice of intent to exercise its ROFR, Transporter shall in a reasonable amount of time post such capacity with minimum acceptable terms on the EBB (a "ROFR Open Season"). Transporter shall begin accepting bids in a ROFR Open Season from any prospective Shipper, for all or a portion (volume but not geographic portion) of the service rights under the existing Shipper's Long-Term Service Agreement, at least five (5) months prior to the termination of such service agreement.

If Transporter receives an offer that meets the minimum acceptable terms (3) for all or a portion (volume but not geographic portion) of the service rights under Shipper's Long-Term Service Agreement, Transporter, within two (2) business days after the last day for receiving offers, shall notify Shipper electronically of the offer having the greatest economic value to Transporter. For purposes of comparing the respective values of offers under this section, Transporter shall evaluate all bids in accordance with the criteria set forth at Section 4.4 below. If Shipper elects to match the offer, Shipper shall electronically notify Transporter of such election within fifteen (15) calendar days after receiving Transporter's notice and shall execute a new service agreement matching the offer prior to the termination of the existing Long-Term Service Agreement. The highest rate that Shipper must match to continue such service is the Recourse Rate or the offer that meets the minimum acceptable terms. If Shipper does not elect to match the offer within fifteen (15) calendar days after receiving Transporter's notice, Shipper's ROFR will immediately terminate. If a Long-Term Service Agreement is not continued by its own terms or by reason of the Shipper's exercise of its ROFR, such Long-Term Service Agreement shall be subject to pregranted abandonment unless otherwise specified in the Long-Term Service Agreement and shall terminate and Transporter shall have no further obligation to Shipper.

(4) If no acceptable offers meeting Transporter's minimum terms are received, Transporter will notify Shipper within two (2) business days after the close of the ROFR Open Season. Shipper may, thereafter, consistent with the terms of this Tariff, continue to receive all or a portion (volume but not geographic portion) of its service for such term and rate agreed to by Transporter and Shipper for a term to be specified by Shipper (in no instance shall Transporter be obligated to accept a rate lower than Recourse Rate). If Shipper elects to continue to receive service under its existing Long-Term Service Agreement, Shipper shall execute an amendment prior to the termination of the existing Long-Term Service Continued, if it is continued under a Long-

Term Service Agreement. If Shipper does not continue all or a portion (volume but not geographic portion) of its service within fifteen (15) calendar days following Transporter's two day notification period or such other period as may be mutually agreed to between Transporter and Shipper on a not unduly discriminatory basis, Shipper's ROFR will immediately terminate.

(5) If no acceptable offers satisfying Transporter's stated minimum terms are received and no new Long-Term Service Agreement has been reached between Transporter and the Shipper holding the capacity under the expiring service agreement, Transporter shall post such capacity as unsubscribed capacity. Transporter will accept Recourse Rate bids, and in no instance shall Transporter be obligated to accept a rate lower than the Recourse Rate, for posted unsubscribed capacity on a first-come, first-served basis pursuant to Section 4.3 timeline. If Transporter receives an acceptable bid electronically for such unsubscribed capacity that meets its stated minimum conditions but is at less than the Recourse Rate, Transporter will post that bid on its EBB in accordance with posting periods in Section 4.3 below. A competing bidder may obtain the capacity by submitting during the posting period the highest value bid (a bid that exceeds the value of the initial posted bid) and all other bids.

(6) A Shipper with a firm service agreement having multiple primary receipt and delivery points subject to a ROFR may exercise its ROFR with respect to the service agreement's Transportation Demand at only certain primary receipt and delivery point combinations in such service agreement, subject to satisfaction of Transporter's operational considerations based on pipeline's configuration and design. General Terms and Conditions Section 12 addresses the adjustment to maximum daily delivery obligations (MDDOs) when a Shipper reduces its service agreement's Transportation Demand through the exercise of a ROFR.

(7) A ROFR shall be deemed to be assigned where a Shipper holding such a right permanently releases and assigns all or a portion (volume but not geographic portion) of the capacity under that service agreement, regardless of the duration of that permanent release. Moreover, a Shipper releasing and assigning all or a portion (volume but not geographic portion) of the capacity may structure the release so as to transfer the ROFR for the duration of the release, even if that release and assignment is subject to a recall by Shipper that would terminate that release and assignment.

# (b) <u>Extension/Recontracting of Firm Service Agreements</u>

(1) Prior to the expiration of the term of any service agreement(s), Transporter and Shipper may mutually agree to renegotiate the terms of such agreement(s) in exchange for Shipper's agreement to extend the use of at least part of its existing service under such restructured service agreement(s). Such restructured service agreement(s) shall be negotiated on a case-by-case basis in a not unduly discriminatory manner. If the

service agreement is a Long-Term Service Agreement, Transporter and Shipper must reach the agreement to extend prior to initiation of the ROFR procedure, which is the date the capacity must be posted for ROFR Open Season.

(2) Transporter and Shipper may mutually agree to the early termination of one or more service agreements in exchange for Shipper making use of either some portion of its underlying capacity or generally available unsubscribed capacity under terms that are mutually agreeable. Any such use of the underlying capacity must be based upon Transporter's currently applicable pro forma service agreement. To the extent that Transporter and Shipper have mutually agreed to such an arrangement, Shipper need not participate in an open season for any recontracted underlying capacity nor must the recontracted underlying capacity be posted on Transporter's EBB as unsubscribed, available capacity.

# 4.2 <u>New Pipeline Capacity</u>

(a) <u>Expansion Open Season</u>. Transporter shall post an open season for any planned expansion and/or extension of Transporter's pipeline system. The open season package shall include a description of the project, a map, and shall specify, as applicable, the anticipated quantity (Dth), receipt points, delivery points, bid evaluation method, term, and bid terms.

(b) Capacity Reservation. Transporter may elect to reserve for future expansion projects any unsubscribed capacity or capacity under expiring or terminating service agreements where such agreements do not have a ROFR or shipper does not exercise its ROFR ("Available Reservation Capacity"). If Transporter elects to reserve Available Reservation Capacity, it will notify shippers of its intent as part of Transporter's posting of the Available Reservation Capacity. Available Reservation Capacity may be reserved for up to one year prior to the Transporter filing for Natural Gas Act Section 7(c) certificate approval or prior notice authorization pursuant to Transporter's blanket construction certificate for construction of the proposed expansion and thereafter until such expansion is placed into service. Transporter may only reserve Available Reservation Capacity for a future expansion project for which an open season has been held or will be held within one (1) year of the date that Transporter posts such Available Reservation Capacity as being reserved. Any Available Reservation Capacity reserved under this Section shall be made available for transportation or storage service pursuant to Transporter's General Terms and Conditions on a limited-term basis up to the in-service date of the expansion project(s). Transporter reserves the right to limit any extension rights provided in the service agreements and pursuant to Section 4.1 of the General Terms and Conditions governing ROFR commensurate with the proposed in-service date of the expansion project.

Prior to reserving Available Reservation Capacity for future expansion projects, Transporter shall first make such capacity generally available to any Shipper or potential

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Shipper by posting such Available Reservation Capacity for bidding through an open season for a time period of at least five (5) business days. This Available Reservation Capacity open season posting shall contain the following information with respect to the capacity: (i) the daily and other applicable quantity of service available from each receipt point to each market area; (ii) the Recourse Rate as set forth in this Tariff; (iii) any applicable restrictions; (iv) whether the capacity is subject to an existing ROFR; (v) any minimum price or other terms applicable to the capacity; and (vi) the date when bids are due to Transporter. The open season posting shall also conform to the bidding and capacity award procedures of General Terms and Conditions Section 4.4. When the Available Reservation Capacity open season is held prior to the expansion project open season, Transporter shall have the right to state in the Available Reservation Capacity open season posting minimum terms and conditions for bids that would be acceptable for consideration that are the same as the minimum terms and conditions anticipated for the future expansion project open season. In the event that the subsequent expansion project open season imposes minimum terms and conditions that are materially different from the terms and conditions imposed in the preceding Available Reservation Capacity open season, Transporter shall hold another open season for the Available Reservation Capacity that uses the same minimum terms and conditions as were imposed for the expansion project open season. If the expansion project open season is held prior to or during the Available Reservation Capacity open season, Transporter shall use the same minimum terms and conditions as used for the expansion project open season.

Any Available Reservation Capacity reserved pursuant to this section for an expansion project that does not go forward because Transporter does not file any required application with the Commission within one (1) year from such reservation date, or because Transporter ultimately does not receive authorization, shall be posted as unsubscribed capacity within thirty (30) days of the date the capacity becomes available subject to then existing commitments for the capacity.

Transporter's postings for Available Reservation Capacity shall include the following information: (i) a description of the expansion project for which the capacity will be reserved; (ii) the total quantity of capacity to be reserved; (iii) the location of the proposed reserved capacity on the pipeline system; (iv) whether, and if so, when Transporter anticipates that an open season for the capacity will be held or it will otherwise be posted for bids under the expansion; (v) the projected in-service date of the expansion projects; and (vi) on a rolling basis, how much of the reserved capacity has been sold on a limited-term basis. Transporter shall make reasonable efforts to update the reservation posting to reflect material changes in the expansion project up to the in-service date of the expansion project. The reservation posting shall also include a non-binding solicitation (or reverse open-season) for turnback capacity from Transporter's existing shippers to serve the expansion project, provided that Transporter shall post the non-binding solicitation for turnback capacity no later than ninety (90) days after the close of the expansion project open season.

# 4.3 <u>Posting Procedures for Existing Firm Capacity</u>

Capacity that becomes available shall be posted as unsubscribed capacity on Transporter's EBB.

(a) If, after capacity has been posted on the EBB, Transporter receives a request for service pursuant to Section 3 (Request for Service) of the General Terms and Conditions, Transporter on a not unduly discriminatory basis shall award the capacity to the Shipper who submitted the valid request within the timelines set forth in Section 4.3(b) and at the applicable Recourse rate. Alternatively, Transporter may post capacity, which is available as unsubscribed capacity on Transporter's EBB, in an open season pursuant to the open season procedures set forth in Section 4.3 and Section 4.4 if such capacity is not subject to a valid request for service pursuant to Section 3. If Transporter receives an otherwise valid Request for Service for capacity that has not been posted on the EBB as available unsubscribed capacity, before Transporter can award that capacity to the Shipper who submitted the request, Transporter shall post that capacity in an open season pursuant to the open season procedures set forth in Section 4.3 and Section 4.4, including but not limited to a Prearranged Open Season procedure under Section 4.4(c).

(b) Unless otherwise agreed to by Transporter, a Shipper can request available capacity for a future start date only within the following periods:

(i) For service for one (1) year or longer, the requested service must commence no later than six (6) months from the date the request is granted;

(ii) For service for greater than ninety two (92) days but less than one year, the requested service must commence no later than thirty (30) days from the date the request is granted; and

(iii) For service for ninety two (92) days or less, the request must be for service starting no later than five (5) days from the date the request is granted.

Any open season that will allow a variation from these defined periods will define the variation in the posting. In addition, unless otherwise agreed to by Transporter, all awards of capacity must be for continuous service for the entire term of the service and at the Recourse Rate. If Transporter agrees to consider varying from the period above by conducting an open season then Transporter is still free to reject bids meeting the previous minimum terms if the request is for less than the period defined in the open season posting. Any deviations from these time periods or minimum terms shall only be done in a not unduly discriminatory manner consistent with Commission regulations.

(c) For capacity posted under an open season, the open season shall be posted for at least the following periods:

(i) Five (5) business days for firm capacity that will be available for a term of twelve (12) months or longer;

(ii) three (3) business days for firm capacity that will be available for a term of at least five (5) but less than twelve (12) months;

(iii) one (1) business day for firm capacity that will be available for a term of less than five (5) months but greater than thirty one (31) days; and

(iv) four hours for firm capacity that will be available for a term of 31 days or less.

(d) All of Transporter's open season postings under (c) above shall include the following information regarding the available capacity: (i) the daily and other applicable quantity of service available at applicable locations; (ii) the Recourse Rate as set forth in this Tariff; (iii) any applicable restrictions; (iv) whether the capacity is subject to an existing ROFR; (v) any minimum price or other terms applicable to the capacity; (vi) the location of available capacity; and (vii) the date when bids are due to Transporter.

# 4.4 Open Season Bidding Process for Existing Firm Capacity

(a) <u>Bidding Process</u>. A potential Shipper may submit multiple bids, each higher than its preceding bid, for all or any portion of the capacity or term of service made available by Transporter. Such bids shall be submitted electronically unless otherwise indicated in the posting. Bidder shall specify the monthly reservation charge (or other firm or demand charge(s), if applicable, herein referred to collectively as Reservation Charge) it is bidding for the service. The price bid for the monthly reservation charge shall be expressed per Dth and shall be expressed to the nearest thousandth of one dollar (\$0.000). In addition to the bid price, bidder shall pay all applicable commodity charges, demand and commodity surcharges and any other applicable charges, including the <u>Capital Cost Recovery Mechanism ("CCRM"</u>) as applicable, as they may be adjusted from time to time by Transporter. Transporter shall have the right to reject any bids that: (i) are for a rate that is less than the minimum rate stated in Transporter's posting of that capacity; (ii) do not satisfy any of the other terms specified in the posting; or (iii) include conditions or provisions that Transporter determines, in its reasonable discretion, to be unacceptable.

# (b) <u>Assessing Bids</u>.

(1) <u>General Criteria</u>.

a. Transporter shall evaluate bids upon their net present value ("NPV") taking into account the price, term, and any other criteria specified in the open season. All bids provided during any open seasons held pursuant to this Section 4.4 shall be electronically transmitted to Transporter unless otherwise indicated in the posting. Transporter shall award capacity for such bids to shippers whose bids, based upon Transporter's determination, have the highest NPV.

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(i) The NPV is the discounted cash flow of incremental revenues to Transporter produced, lost or affected by the request for service (e.g. through the Capacity Reduction Option) and may be based upon such factors as the term, quantity, date on which the requested service is requested to commence, the cost of facilities required by Transporter to provide the service, and other factors determined to be relevant by Transporter. All determinative factors will be defined in the open season. The NPV shall also include only revenues generated by the reservation rate, or other form of revenue guarantee, as proposed by bidder(s).

(ii) For purposes of its NPV evaluation and as defined in the open season, Transporter may consider the aggregate NPVs of two or more bids for minimum bid packages, provided that if the combined quantity of capacity under those packages exceed the maximum capacity available for subscription then these bids will only be considered if the bidders have agreed to accept a prorated award of capacity. For bidders proposing a reservation rate or other form of revenue guarantee which exceeds the Recourse Rate during all or any portion of the term proposed by the bidder, the NPV calculated for the bid may not exceed an NPV that is calculated assuming that the Recourse Rate shall be in effect during the full term proposed by the bidder, in place of the reservation rate(s) or other revenue guarantee(s) proposed by the bidder.

(2)Capacity Reduction Option. Transporter may grant, on a not unduly discriminatory basis a capacity reduction option. For bidders submitting bids in an open season, which include options to terminate the service agreement early and/or to reduce the capacity held thereunder for some portion of the term including multiple periods within the term in a manner which would reduce the reservation charges applicable to the service agreement ("Capacity Reduction Option"), Transporter, in its determination of the NPV of such a bid, will only consider the minimum incremental revenue guaranteed under the service agreement as if the option is exercised, including any consideration that the bidder proposes in exchange for the exercise of its Capacity Reduction Option. Unless a shorter notice period is specified in the open season posting, a Capacity Reduction Option will be under the requirement that Transporter must be provided notice no less than thirty days prior to its exercise for contracts of one year or less and no less than one year prior to its exercise for contracts greater than one year. Transporter will list in its open season posting acceptable terms for any Capacity Reduction Option. Notwithstanding any Capacity Reduction Option, a Long-Term Service Agreement will be eligible for extension rights pursuant to Section 4.1 if the service agreement remains a Long-Term Service Agreement throughout the term (or extended term) containing the Capacity Reduction Option unless the Capacity Reduction Option can be exercised during the first year of the Long-Term Service Agreement's term (or extended term). Transporter shall use the current Commission-approved interest rate in calculating the NPV of bids.

Capacity shall be awarded based on the acceptable highest NPV of the bids offered to Transporter calculated in accordance with this section.

(c) Prearranged Open Season. Transporter may, on a not unduly discriminatory basis, enter into a prearranged service agreement with a Shipper for any capacity that is or becomes available ("Prearranged Agreement"). Transporter will post any Prearranged Agreement on its EBB for bidding prior to finalizing any award of capacity ("Prearranged Open Season"). Prearranged Agreements will be deemed binding on Shippers. The NPV of any bids in a Prearranged Open Season will be determined in accordance with Section 4.4(b). If Transporter receives a bid that exceeds the NPV of the Prearranged Agreement, Transporter will notify the Shipper with the Prearranged Agreement within one (1) hour after the close of the open season. The Shipper under the Prearranged Agreement must notify Transporter within one (1) business day of its election to either match the bid with the highest NPV or terminate the Prearranged Agreement. The highest rate that Shipper under the Prearranged Agreement must match to receive service under the Prearranged Agreement is the Recourse Rate. If the prearranged Shipper elects to match the bid, all of the capacity will be awarded to the prearranged Shipper. If prearranged Shipper elects not to match a higher competing bid, the capacity will be awarded to the Shipper with the highest bid in the open season and Transporter will have no further obligations under the Prearranged Agreement. In accordance with Section 4.4(f), all bids in a Prearranged Open Season are binding and a Shipper with an unmatched higher bid must execute a service agreement consistent with the terms of its bid within three (3) business days of receiving notice of its award of capacity under this provision.

(d) <u>Future Sales Open Season</u>. Transporter may conduct an open season to sell the following types of capacity with service commencement date that begins immediately or at any time in the future: (i) any unsubscribed capacity; (ii) any capacity under expiring or terminating service agreements where such agreements do not have a ROFR or shipper does not exercise its ROFR; or (iii) any capacity that becomes available due to modification, construction, or acquisition of facilities in accordance with the Commission's blanket certificate regulations (collectively "Available Sale Capacity").

If Transporter sells Available Sale Capacity in a Prearranged Open Season pursuant to Section 4.4(c) with a future service commencement date the posting provisions of the General Terms and Conditions Section 4.3 will apply to the sale of capacity on an interim basis. Where the requested service commencement date extends more than one year into the future and the interim capacity would otherwise be eligible for a ROFR right under Section 4.1(a), Transporter will limit the ROFR rights associated with that interim capacity commensurate with the future service commencement date. If ROFR rights are limited by operation of this section, the transportation service agreement will note the limitation. Transporter will indicate in any open season posting of the interim capacity any limitations on ROFR rights or extension rights that will apply to such limited-term transportation service.

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(e) <u>Awarding Capacity</u>. Transporter shall award capacity to the bidder submitting the highest value bid or if two or more bidders submit equal acceptable highest value bids then Transporter shall determine the successful bidder based on the order in which the bids are received unless otherwise stated by Transporter in the open season notice. Transporter shall post the winning bid and the associated bid calculation to the EBB. Bids received electronically will be deemed received at the time noted on Transporter's server.

Binding Nature of Bids. All bids are binding; provided, however, that a bidder (f) may decline to accept a pro rata allocation of capacity resulting in an award of less than the full capacity requested if such Shipper notifies Transporter of that decision electronically within one hour of Transporter's notice to that Shipper of the pro rata allocation. Otherwise, and notwithstanding the deadlines within section 4.4(c), if a successful bidder fails to execute a service agreement before the start date of the contract or within fifteen (15) calendar days after such service agreement is tendered by Transporter (whichever is earlier), Transporter may elect to offer the capacity to the next acceptable bidder. If Transporter finds no other bid acceptable, the capacity shall be posted to unsubscribed board or made available for a new round of bids through an open season. Additionally, a Shipper failing to return such service agreement shall be prohibited from bidding for six months (or less than six (6) months if agreed to in writing by the Transporter), and Shipper shall remain liable for the capacity requested in the bid based upon the rates, terms and other conditions. Nothing herein shall restrict Transporter from pursuing any other remedies it may have against a Shipper failing to execute and return a service agreement tendered by Transporter. All bids submitted for capacity pursuant to this section must be bona fide offers and must be submitted electronically.

(g) <u>Adjustment to Bid Rate</u>. When the rate bid by a bidder is at least for the Recourse Rate, that bid rate shall be subject to adjustment in accordance with the procedures of this Tariff and of the Commission, unless otherwise clearly stated in the service agreement. When the rate bid by a bidder is lower than the Recourse Rate, that bid rate shall be subject to adjustment in accordance with the procedures of this Tariff and of the Commission by an amount proportionate to the increase or decrease in the Recourse Rate, unless otherwise clearly stated in the service agreement.

(h) <u>Relation to Section 11 of the General Terms and Conditions</u>. With regard to newly available capacity subject to bidding under the terms of this Section, acceptable bids under this Section that satisfy Transporter's stated minimum terms and conditions shall have priority over any potential claims for that capacity under the flexible receipt and delivery point authority described at Section 11 (Flexible Primary and Secondary Receipt and Delivery Points) of the General Terms and Conditions.

# 4.5 Early Termination of Service Agreements or Reduction of Capacity Commitment

Transporter may, in a not unduly discriminatory manner, agree with Shipper to terminate its service agreement or allow a reduction of Shipper's capacity commitment prior to its

expiration date. The situations in which Transporter may agree to terminate such a service agreement or reduce Shipper's capacity commitment include, without limitation, the following:

(a) where Shipper responds to a solicitation for capacity release offers in a reverse open season for capacity requiring the construction of new facilities and the conditions set forth in the solicitation have been satisfied;

(b) the exercise of a Capacity Reduction Option;

(c) where Shipper agrees to pay an exit fee that is sufficient, taking into account the remaining term of the service agreement and the value and liquidity of the capacity subscribed under the service agreement being terminated or reduced, to make the termination or reduction financially beneficial to Transporter, in Transporter's reasonable judgment. Transporter may waive the exit fee where Shipper's service agreement provides for a discounted or negotiated rate and Transporter concludes that the capacity subscribed thereunder would be sold at a higher rate for the full remaining term of the service agreement, or where other arrangements produce a financial benefit to Transporter.

An agreement to terminate a service agreement hereunder shall not constitute a material deviation from the applicable form of service agreement.

# 9. <u>OPERATING CONDITIONS</u>

9.1 <u>In General</u>. The general operating conditions set forth in this Section supplement the terms and conditions set forth in the individual Rate Schedules and elsewhere in the General Terms and Conditions.

9.2 <u>Uniform Rates and Quantities</u>. Shipper shall: (i) tender gas or arrange to have gas tendered on its behalf in quantities that conform to its Scheduled Daily Receipt Quantity and that flow at uniform hourly rates throughout the Day; and (ii) take gas or cause gas to be taken on its behalf in quantities that conform to its Scheduled Daily Delivery Quantity and that flow in accordance with Section 12 (Maximum Daily Delivery Obligation at Delivery Points and Maximum Daily Quantity at Receipt Points) of the General Terms and Conditions, unless deviations from those receipt and delivery quantities are necessary for balancing purposes and are undertaken by Shipper at Transporter's request or following notice to, and approval by, Transporter in accordance with the applicable provisions of the General Terms and Conditions. If Shipper violates (i) the applicable flow requirements or (ii) the requirements set forth at Section 12, Transporter may install or require the installation of a flow control device to ensure compliance with such requirements.

Hourly Flow. Transporter shall have the right but not the obligation to mutually agree 9.3 with any Shipper to an hourly flow rate other than a uniform hourly rate for a stated period at any receipt and/or delivery point(s) identified in the applicable service Agreement, and where necessary upon specified conditions to ensure that such agreements do not have any adverse effect on Transporter's system. Transporter will not enter into hourly flow obligations or conditions that will adversely affect Transporter's ability to meet its firm service obligations to an existing Shipper. In addition, Transporter will not unilaterally impose new contractual hourly flow rate conditions when an existing Shipper exercises its right of first refusal in accord with Section 4 of the General Terms and Conditions; provided, however, if a Shipper with a Service Agreement containing an hourly flow rate stated as a numerical Dth per hour amount and exercising its right of first refusal does not retain one-hundred percent (100%) of its Transportation Demand in its new Service Agreement, there will be a proportionate reduction in the numerical Dth per hour hourly flow rate amount in that Shipper's new Service Agreement. In the event that Transporter and Shipper mutually agree to such an hourly flow rate for a stated period, the hourly flow rate and any conditions will be specified in the applicable pro forma service agreement in the blank space provided. If Transporter and a Shipper are unable to mutually agree upon a hourly flow rate, Transporter will, upon request from that Shipper, provide a written explanation concerning the operational reasons for the denial.

9.4 <u>Third Party Arrangements</u>. Shipper shall be responsible for making all necessary arrangements with third parties (i) at or upstream of the point(s) of receipt at which Shipper tenders gas to Transporter for transportation or storage services, and (ii) at or downstream of points of delivery at which Transporter delivers gas for the account of Shipper. Shipper shall be responsible for (i) insuring that any such arrangements are consistent with the terms and conditions of the applicable Rate Schedule under which it seeks to have Transporter transport or

store the gas or utilize Transporter's storage facilities, and (ii) requiring such third parties to confirm all of Shipper's nominations with Transporter in a form and manner approved by Transporter. Such third-party arrangements shall be coordinated with Transporter.

9.5 <u>Service Obligation</u>. Transporter shall not be required to perform service under any of its Rate Schedules if any of the facilities necessary to render the requested service do not exist or are not available including periods during which facilities are being maintained or repaired, in which case, interruptions of service shall be made consistent with Section 16 (Interruptions of Service) of the General Terms and Conditions. Notwithstanding any other provision in this Tariff, Transporter shall not be required to pay for or to construct or install facilities of any kind, including, but not limited to meters and measuring stations; provided, however, that Shipper may request construction of facilities under the provisions of Section 27 (Construction of Facilities) of the General Terms and Conditions.

9.6 <u>Creditworthiness of Shipper</u>.

(a) Subject to the provisions of paragraphs (b) and (c) below, Transporter shall not be required to provide or to continue to provide service on behalf of any Shipper that fails, in Transporter's reasonable judgment, to demonstrate minimal creditworthiness for all or any part of the service requested, based upon Transporter's consideration of available credit data concerning Shipper and Shipper's past payment history, financial statements, and credit reports.

(b) Criteria for Creditworthiness Determination

(1) Acceptance of a Shipper's request for service and the continuance of service are contingent upon the Shipper satisfying, on an on-going basis, a credit appraisal by Transporter.

(2) Transporter shall apply consistent evaluation practices to all similarly situated Shippers to determine the Shipper's financial ability to satisfy the payment obligations due to Transporter over the term of the requested Service Agreement(s).

(3) A Shipper will establish creditworthiness if:

(i) its unenhanced senior unsecured debt securities are rated at least BBB- by S&P Global Market Intelligence LLC or its successor ("S&P") or Baa3 by Moody's Investors Service, Inc. or its successor ("Moody's"); provided however, that in the event a split rating occurs between rating agencies, Transporter will rely upon the lower of the ratings. Nothing herein shall limit Transporter's ability to evaluate any factors set forth in Section 9.6 (4) (i) – (vii) below where Shipper's creditworthiness is established by a rating agency if such factor(s) would alter Transporter's evaluation of Shipper. If Shipper has multiple Service Agreements with Transporter, then the total of potential fees and charges of all such Service Agreements shall be considered in determining creditworthiness.

Transporter reserves the right to determine in its reasonable discretion, that a Shipper who requests new service is not creditworthy to receive that service on the basis that Shipper has outstanding payments due on invoices rendered by Transporter on current or past Service Agreements and Shipper has defaulted on those payments per the terms of the General Terms and Conditions; provided, however, this provision shall not affect amounts disputed by Shipper in good faith.

(4) If Shipper does not meet the creditworthiness standard described in part 3(i) above, then Shipper may have the Transporter evaluate its creditworthiness based upon the level of Shipper's current and requested service(s) with Transporter relative to Shipper's current and future ability to meet its obligations. Such creditworthiness evaluation shall be based upon any or all of the following requested information in (i) through (vii) below:

(i) S&P, Moody's and other credit reporting agencies opinions watch alerts, outlooks, and rating actions will be considered in determining creditworthiness.

(ii) Consistent financial statement analysis will be applied by Transporter to determine the acceptability of Shipper's current and future financial strength. Shipper's balance sheets, income statements, cash flow statements, and auditor's notes will be analyzed along with key ratios and trends regarding liquidity, asset management, debt management, debt coverage, capital structure, operational efficiency, and profitability.

(iii) The nature of Shipper's business and the effect on that business of economic conditions, including Shipper's ability to recover the cost of Transporter's service through filings with regulatory agencies or otherwise to pass on such costs to its customers.

(iv) Shipper is not operating under any chapter of the United States Bankruptcy Code and is not subject to liquidation or debt reduction procedures under state laws and no petition for involuntary bankruptcy against Shipper is pending. Transporter may give consideration for a Shipper who is a debtor-inpossession operating under Chapter 11 of the United States Bankruptcy Code if Transporter is adequately assured that the service billing will be paid promptly as a cost of administration under the federal court's jurisdiction, based on a court order in effect, and if the Shipper is continuing and continues in the future to make payment. (v) Whether Shipper is subject to any lawsuits or outstanding judgments which could materially impact its ability to remain solvent.

(vi) Whether Shipper has or has had any delinquent balances outstanding for services provided previously by Transporter and whether Shipper is paying or has paid its account balances according to the terms established in its Service Agreement(s) (excluding amounts as to which there is a good faith dispute).

(vii) Any other information including any information provided by Shipper, that Transporter deems relevant to Shipper's current and future financial strength and Shipper's ability to make full payment over the term of its Service Agreement(s).

(c) Failure to Establish or Maintain Creditworthiness

(1) If Shipper fails to establish or maintain creditworthiness as described in Section 9.6 (b), Shipper has the option of receiving or continuing service under this Tariff by providing and maintaining one of the following financial assurances in accordance with the requirements as set forth below:

- (i) Guarantee: Shipper may provide a guarantee of financial performance in a form satisfactory to Transporter and for the term of the Service Agreement(s) from a person or entity which meets the creditworthiness standard outlined in Section 9.6 (b) (guarantor).
- (ii) Cash Security Deposit: Shipper may provide a cash security deposit for service. Transporter shall accrue simple interest on cash security deposits at the Federal Funds Rate. Upon Shipper's request, provided Shipper is not in default under any obligation to Transporter, Transporter will remit the balance of the interest to Shipper within thirty (30) days, provided, however that Transporter shall not be required to remit interest to Shipper more often than every thirty (30) days.
- (iii) Letter of Credit: Shipper may post an irrevocable standby letter of credit in a form acceptable to Transporter and issued by a bank or financial institution deemed acceptable by Transporter.
- (iv) Any other financial assurance mutually agreed upon by Transporter and Shipper. Such other financial assurance shall be accepted on a nondiscriminatory basis and may include, as related to interruptible service, a prepayment equal to an amount defined

by Transporter. Such defined prepayment will remain in place until Shipper exhausts its prepaid balance by utilizing interruptible transportation service. At the point Shipper's prepayment is exhausted, Transporter may suspend further interruptible service. Shipper will not earn interest on defined balance prepayments, as further discussed in Section 10.8.

(2) Transporter may deny subsequent requests to substitute financial assurances on a not unduly discriminatory basis and will provide Shipper with a written explanation of any denial of a request to substitute financial assurances.

Within five (5) Business Days of Transporter's notification to Shipper that Shipper has returned to creditworthiness in accordance with Section 9.6 (b) herein, Transporter will return Shipper's financial assurance held by Transporter along with any applicable interest and interest calculation reconciliations.

Upon performance in full of all Shipper's obligations under its Service Agreement(s), Transporter will return Shipper's financial assurance associated with undisputed invoice amounts within five (5) Business Days of Shipper performing all obligations in full. Any remaining financial assurance will be returned after resolving any and all disputed invoice amounts under the expired Service Agreement(s). In either case, Transporter will pay applicable interest and provide Shipper final billing reconciliations detailing interest calculations.

Service	Column A:	Column B:
	Guarantee Requirement	Cash Security or Letter
		of Credit Amount
Firm Service	Shipper's contractual	Up to the value of
	obligation under its firm	three (3) months
	Service Agreement(s) with	Reservation Charges
	Transporter	
Interruptible/Volumetric	Shipper's highest monthly	Same under Column A
Service	bill for interruptible and	
	volumetric based service	
	over the previous rolling	
	twelve (12) months	
	multiplied by three (3).	
	Initial requirement based	
	upon Shipper's anticipated	
	usage for three (3) month	
	period as determined by	

(3) Financial Assurance Requirement Table

	Shipper and Transporter.	
Park and Loan	The lesser of the transaction term or three (3) months value based on the transaction quantities multiplied by the rate for such transaction, plus the value of loaned gas in accordance with Section 9.6 (d).	
Imbalance Gas	In accordance with Section 9.6 (d)	Same under Column A

Unless otherwise agreed, the financial assurance must at all times maintain a value specified above equal to the highest estimated charges during the term of the Service Agreement(s). Financial assurances are held for security, provided that any financial assurance may be applied or set off by Transporter to satisfy any and all delinquent account(s) or other obligations.

(d) Loaned/Imbalance Gas Owed to Transporter

For lending services PAL Rate Schedule, Transporter shall have the right to seek financial assurance for the value of gas loaned by Transporter. The amount of such financial assurance will be based on the quantity of gas loaned multiplied bv the Columbia Gas, Appalachia price located under the "Platts Gas Daily" (or any successor publication thereto) for the month the quantity of gas is loaned. Transporter shall have no obligation to lend any quantity of gas beyond the financial assurance amount provided by Shipper to Transporter.

Transporter has the right to seek additional financial assurance to cover the value of any imbalance owed Transporter by a non-creditworthy Shipper. The imbalances shall be valued at the "Spot Market Price" which shall be defined, for each Dth on each applicable Day on which the gas is owed as the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts Gas Daily price survey or any successor publication, less applicable transportation charges. Furthermore, Transporter has the right to seek security to cover the estimated value of a future monthly imbalance for non-creditworthy Shippers as follows: For a non-creditworthy new Shipper, a security amount equal to 10% of such Shipper's estimated monthly usage multiplied by the Estimated Imbalance Rate as described below. For a non-creditworthy existing Shipper, a security amount equal to such Shipper's largest monthly imbalance owed to Transporter over the most recent 12-month period multiplied by the Estimated Imbalance Rate. The term "Estimated Imbalance Rate" shall equal the average of the NYMEX future prices for the available 12-month period as such prices close on the day the Estimated Imbalance Rate is determined.

(e) Collateral Requirements for Lateral Facilities and/or Expansion Capacity

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Notwithstanding the foregoing requirements, if Transporter constructs new facilities to accommodate a Shipper, Transporter may require financial assurance in an amount up to Shipper's proportionate share of the cost of the new facilities. This financial assurance may be requested at any time before or after the in-service date of the facilities, to the extent mutually agreed to as a condition of the construction. Financial assurance requirements for expansion capacity will be separately identified within Transporter's nondiscriminatory project precedent agreement and/or credit support agreement. As Transporter recovers the cost of these facilities through its rates, the financial assurance required will be reduced accordingly. Specifically, any financial assurance provided by a Shipper related to new facilities shall be returned to that Shipper in equal monthly amounts over the term of its Service Agreement for service related to the new facilities or as otherwise mutually agreed by Transporter and Shipper. This requirement is in addition to and shall not supersede or replace any other rights that Transporter may have regarding the construction of and reimbursement for facilities.

If Shipper defaults and Transporter terminates service to Shipper, then Transporter shall draw upon and retain such financial assurances as necessary to reimburse Transporter for the unamortized cost of the facilities constructed for Shipper. The capacity underlying any terminated Service Agreement shall be made available pursuant to Section 4 of these General Terms and Conditions. Within sixty (60) days of the capacity being made available, to the extent such capacity has been awarded, the financial assurance retained by Transporter from the original Shipper shall be reduced to an amount equal to the net present value of that portion of the future Reservation Charge revenues of the original Shipper that would have been attributed to the cost of the newly awarded Shipper that may be attributed to the cost of the facilities.

# 9.7 <u>Notification of Failure to Meet Creditworthiness</u>.

Transporter shall have the right, on an ongoing basis, to review Shipper's creditworthiness and acceptability of any financial assurance, and upon Transporter's request, Shipper shall provide within three (3) Business Days, or such later date acceptable to Transporter, information in order to facilitate such review. If Shipper is found by Transporter to be non-creditworthy, Transporter will, upon request, inform Shipper in writing as to the reasons. Upon notification by Transporter of Shipper's non-creditworthy status, Shipper must, within five (5) Business Days after receipt of such notification, submit advanced payment to Transporter equal to one (1) month of service under Shipper's Service Agreement(s) to continue service. Shipper must, within thirty (30) days, provide an acceptable financial assurance, as set forth in Section 9.6 (c). For Shippers utilizing lateral facilities or expansion capacity, the financial assurance that must be provided within thirty (30) days shall be in accordance with Section 9.6 (e). If Shipper fails to provide one of the financial assurances within these time periods, Transporter may suspend service immediately (Shippers are not responsible for Reservation Charges after service is suspended) and may provide simultaneous written notice to Shipper, the Commission, and any Replacement Shipper(s) that service will be terminated in thirty (30) days. Transporter also may exercise any other remedy available to it hereunder, at law or in equity. At all times prior to termination under this Section 9.7, as applicable, Shipper may avoid such termination by providing the advance

payment and financial assurance described herein. Regardless of whether Shipper is insolvent, has lost its creditworthiness status or does not desire to continue service with Transporter, Shipper shall continue to be liable for all charges due under its Service Agreement and associated rate schedule. If Shipper desires to continue service with Transporter, Transporter will require Shipper to pay any outstanding balances due Transporter for services rendered and provide adequate financial assurances in accordance with 9.6 (c) above.

9.8 Requests for service which do not include all of the above-referenced information and the information required by Section 3 shall be deemed null and void.

9.9 If a Shipper has multiple Service Agreements with Transporter and defaults on one Service Agreement, Transporter may deem a default by Shipper on that one Service Agreement as a loss of creditworthiness on any other Service Agreement Shipper has with Transporter; provided, however, this provision shall not affect amounts disputed by Shipper in good faith. This Section 9.9 shall apply solely to Shipper that is the Service Agreement holder.

9.10 Transporter intends that section 9.6(b)(4)(iv) above shall be read in harmony, and not in conflict, with the United States Bankruptcy Code.

9.11 If Transporter has terminated service to Shipper as a result of Shipper's loss of creditworthiness or default, Transporter shall have the right to assert any liens or other interests, consistent with applicable law, against any gas Shipper may have remaining on Transporter's system.

9.12 <u>General Limitation of Transporter's Obligation</u>. Transporter shall not be required to perform or continue service on behalf of any Shipper that, within five (5) days after receipt of notice from Transporter, fails to comply with any of the terms of the applicable Rate Schedule and Shipper's Service Agreement(s) with Transporter; provided however that Shipper's failure to comply with the billing and payment requirements of this Tariff shall be governed by the provisions of Section 10 (Billing and Payment) of the General Terms and Conditions. Other provisions of such Rate Schedule notwithstanding, Transporter shall have the right to take unilateral action to protect the integrity of its system in the event Transporter, in its reasonable discretion, determines that immediate or irreparable harm to Transporter's facilities or operations will be caused by Shipper's failure to comply with any of the terms of the applicable Rate Schedule, the terms of Shipper's Service Agreement(s) with Transporter, or the General Terms and Conditions of this Tariff.

# 9.13 Balancing at Termination of Service Agreement.

(a) Following the termination of a Service Agreement(s), Shipper under that Service Agreement(s) shall be required to correct any outstanding imbalance in receipts and deliveries within thirty (30) days after Transporter determines, and notifies Shipper, that such an imbalance exists, or within such longer period of time agreed to by Shipper and Transporter (the balancing period). Shipper shall correct in-kind any undertender imbalance by making arrangements

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upstream of Transporter for delivery to Transporter to correct such undertender imbalance during the balancing period. Shipper shall correct in-kind any overtender imbalance by (i) obtaining a service agreement (e.g., under the ITS Rate Schedule) from Transporter pursuant to the terms of this Tariff, and scheduling to receive such overtender imbalance quantities from Transporter under such service agreement pursuant to the terms of this Tariff, or (ii) otherwise making arrangements pursuant to this Tariff (e.g., under Section 18 "Inventory Transfers" of the General Terms and Conditions) to dispose of its overtender imbalance. If, after the end of the balancing period, Transporter determines that an imbalance continues to exist in Shipper's account, Transporter shall resolve such imbalance as set forth below.

(b) If Transporter determines that it delivered quantities to or for Shipper in excess of the quantities tendered to Transporter by or for Shipper, Transporter shall assess and collect from Shipper a penalty. Shipper shall pay Transporter a penalty for each Dth of such outstanding imbalance, grossed up for the Retainage percentage applicable to Transporter's ITS Rate Schedule. The penalty shall be the sum of: 120 percent of the Spot Market Price for the Month during which such quantities are made up by Transporter. "Spot Market Price", for purposes of this Section, shall mean, for the applicable Month, the contract index price for gas delivered to "Columbia Gas Transmission, LLC, Appalachia", as reported in <u>Inside FERC's Gas Market Report</u> or successor publication. For purposes of calculating Penalty Revenues pursuant to Section 19.6 of the General Terms and Conditions, 100 percent of the Spot Market Price times the applicable number of replenishment dekatherms shall be retained by Transporter. 20 percent of the Spot Market Price times the applicable number of replenishment dekatherms shall be retained by Transporter. 20 percent of the Spot Market Price times the applicable number of replenishment dekatherms shall be retained by Transporter. 20 percent of the Spot Market Price times the applicable number of replenishment dekatherms shall be retained by Transporter. 20 percent of the Spot Market Price times the applicable number of replenishment dekatherms shall be retained by Transporter. Upon payment of such charge, the imbalance shall be removed from Shipper's account.

(c) If Transporter determines that Shipper tendered to Transporter quantities in excess of the quantities taken by or for Shipper at the delivery point(s), any such quantities automatically shall be forfeited by Shipper to Transporter free and clear of all liens and encumbrances. Transporter shall post such forfeited quantities on its EBB as gas available for sale to the highest bidder within a 24 hour notice period. Such posting may provide as a condition of sale that such gas be withdrawn from storage within a period of time to be specified in the notice. Upon receipt of payment, Transporter shall treat the forfeited gas proceeds as Penalty Revenues as defined in Section 19.6 of the General Terms and Conditions.

(d) Transporter may waive the provisions of this Section 9.13 on a nondiscriminatory basis.

# 11. FLEXIBLE PRIMARY AND SECONDARY RECEIPT AND DELIVERY POINTS

11.1 <u>Primary Receipt and Delivery Points</u>. The point(s) of receipt for all gas tendered to Transporter for transportation under Transporter's Rate Schedules shall be at the interconnection of the facilities of Transporter, Shipper or any applicable third parties, or at such other primary point(s) agreed upon by Shipper and Transporter and specified in Shipper's Service Agreement with Transporter. The point(s) of delivery for all gas delivered by Transporter to Shipper or to a third party on behalf of Shipper under Transporter's Rate Schedules shall be (i) at the interconnection of the facilities of Transporter and Shipper or any applicable third parties, or (ii) at such other primary point(s) agreed upon by Shipper and Transporter and Shipper or any applicable third parties, or (ii) service Agreement with Transporter primary point(s) agreed upon by Shipper and Transporter and Shipper or any applicable third parties, or (ii) at such other primary point(s) agreed upon by Shipper and Transporter and specified in Shipper's Service Agreement with Transporter.

Flexible Primary Receipt and Delivery Point Authority. Except as may otherwise be 11.2 specified in this Section or in individual Rate Schedules, Shipper shall have flexible primary receipt and delivery point authority; provided that Transporter, in its reasonable discretion, determines that sufficient firm capacity exists in its existing facilities to accommodate the proposed changes in primary receipt or delivery points. Any Shipper seeking to change primary receipt or delivery points under an existing Service Agreement shall request such a change by advising Transporter, identifying the Service Agreement affected, and furnishing Transporter with the information described in Section 3 (Requests for Service) of the General Terms and Conditions. Transporter shall not be obligated to accept any changed point(s) if such request would reduce the economic value of the Shipper's Service Agreement to Transporter, taking into consideration either: (a) the revenues projected to be received by Transporter at the existing point(s) under the Service Agreement; or (b) any potential loss of incremental revenues associated with new service opportunities for which a Request for Service form is then pending and that would be precluded if the request were granted. Transporter shall evaluate any primary point change request on a not unduly discriminatory basis with, and applying the same standards for evaluating, any request(s) for new service at such point(s). For purposes of evaluating a primary point change request, the primary point change will have a net present value of zero, unless the applicable reservation charges for the service have been changed to create a positive net present value. If Transporter accepts a Shipper's primary point change request and firm capacity is available to accommodate Shipper's requested change, Transporter and Shipper shall execute an agreement, superseding Appendix A to the relevant Service Agreement, that shall reflect the agreed changes in such receipt or delivery points, or maximum daily quantities.

11.3 <u>Secondary Receipt and Delivery Points Authority</u>. Except as provided in Section 11.2 above or elsewhere in this Tariff, Shipper may have secondary receipt and delivery points under any firm Service Agreement as provided and subject to the requirements in the applicable Rate Schedule. <u>Subject to the preceding conditions and requirements</u>, Shipper may nominate any secondary receipt and delivery point within the Zone for which it has paid at no additional charge. Shipper may nominate any secondary receipt and delivery point, subject to the preceding conditions and requirements, beyond the Zone covered by its existing contract provided that Shipper pay the additional mileage related charges applicable to the additional Zone. Unless otherwise mutually agreed, Shipper shall continue to pay the reservation charge and commodity

charge applicable to its primary receipt and delivery point(s), unless that rate is less than the maximum applicable rate in which case the Shipper shall pay the maximum applicable rate at the secondary receipt or delivery point(s). Receipts and deliveries of gas at such secondary receipt and delivery points under firm transportation agreements shall have the allocation priority as described in Section 7 (Capacity Allocation) of the General Terms and Conditions. Transporter shall interrupt service at such secondary receipt and delivery points as set forth at Section 16 (Interruptions of Service) of the General Terms and Conditions. The list of interconnections at which secondary point service is available will be maintained by Transporter in a Master List of Interconnections (MLI) posted on its EBB. The interconnection points on the MLI shall be incorporated, where appropriate, as secondary points in Shipper's Service Agreement.

11.4 <u>Aggregation Points</u>. A Shipper nominating from a Receipt Point for Production under its firm transportation Service Agreement that is located in an Aggregation Area set forth in Section 3(a) of Rate Schedule AS may use the Aggregation Point associated with that Aggregation Area as a secondary delivery point for service under Shipper's firm transportation Service Agreement up to the Transportation Demand set forth in Shipper's firm Service Agreement. Secondary deliveries to Aggregation Points will not be assessed commodity charges or Retainage and will have the priority set forth in Section 7.2(c) of the General Terms and Conditions. An Aggregation Point may not be used as a secondary delivery point under Shipper's firm transportation Service Agreement when nominations are not from a Receipt Point for Production located in the corresponding Aggregation Area.

11.5 <u>Secondary Deliveries to Interruptible Paper Pool (IPP)</u>. A Shipper nominating from a receipt point under its Rate Schedule FTS, NTS, NTS-S, TPS, SST, GTS, or OPT transportation agreement may nominate, on a secondary basis, deliveries to the IPP up to the Transportation Demand set forth in Shipper's transportation service agreement. Secondary deliveries to the IPP will not be assessed commodity charges or Retainage and will have the priority set forth in Section 7.2(c) of the General Terms and Conditions. Deliveries originating from the IPP to either primary or secondary delivery points will be assessed commodity charges and Retainage and will have the priority set for in Section 7.2(c) of the General Terms and Conditions.

# 12. <u>MAXIMUM DAILY DELIVERY OBLIGATION AT DELIVERY POINTS AND</u> <u>MAXIMUM DAILY QUANTITY AT RECEIPT POINTS</u>

# 12.1 Maximum Daily Delivery Obligation at Delivery Points.

(a) The Maximum Daily Delivery Obligation (MDDO) at each point of delivery under Transporter's firm transportation service Rate Schedules shall be set forth in the applicable Service Agreement. Unless further limited by a Design Daily Quantity, as described in 12.1(c) below, or by an Aggregate Daily Quantity, as described in 12.1(d) below, the MDDOs expressed in Shipper's firm Service Agreement shall serve to define Transporter's firm service obligation to Shipper at each of its delivery points. At a minimum, the MDDOs expressed in Shipper's Service Agreement will be utilized by Transporter in its design of any measurement, pressure regulation, lateral pipeline, or other local facilities used to make deliveries to Shipper at each of its delivery points under the Service Agreement. Unless otherwise specified in an applicable Service Agreement, Transporter will use 1/24<sup>th</sup> of the MDDO for such hourly design purposes. Transporter retains the right to restrict Shipper activity in excess of this hourly design under Section 17 of the General Terms and Conditions. Where Shipper receives service from Transporter under two or more firm service Rate Schedules, the MDDOs specified in one Service Agreement may be incorporated by reference in the other Service Agreements.

(b) The sum of the MDDOs under all of Shipper's firm Service Agreements shall equal the sum of the Transportation Demands under all of Shipper's firm Service Agreements; provided, however, that the sum of those MDDOs may exceed Shipper's specified Transportation Demand if the Shipper previously held Service Agreements under Transporter's former CDS or SGS Rate Schedules. Where the sum of the MDDOs exceed Shipper's Transportation Demand, Transporter's firm service obligation to Shipper may be further limited by Design Daily Quantities, as described in 12.1(c) below, or by Aggregate Daily Quantities, as described in 12.1(d) below.

(c) Notwithstanding the MDDOs at individual delivery points, Transporter and Shipper may mutually agree to further define Transporter's service obligation to Shipper under Transporter's firm service Rate Schedules by implementation of a Design Daily Quantity (DDQ) at each point of delivery to Shipper. If applicable, the DDQ at each point of delivery under Transporter's firm transportation service Rate Schedules shall be set forth in the applicable Service Agreement, and shall serve to define Transporter's firm service obligation to Shipper at each of its delivery points in a specified area on a coincidental design day, unless such obligation is further limited by an Aggregate Daily Quantity, as described in 12.1(d) below. The DDQ at each point of delivery will be equal to or less than the corresponding MDDO value at each point. The DDQs expressed in Shipper's Service Agreement will be utilized by Transporter in its design of its transmission pipeline systems. Unless otherwise specified in an applicable Service Agreement, Transporter will use 1/24<sup>th</sup> of the DDQ for such hourly design purposes. Transporter retains the right to restrict Shipper activity in excess of this hourly design under Section 17 of the General Terms and Conditions. Where Shipper receives

service from Transporter under two or more firm service Rate Schedules, the DDQs specified in one Service Agreement may be incorporated by reference in the other Service Agreements.

(d) Notwithstanding the MDDOs or DDQs at individual delivery points, Transporter and Shipper may mutually agree that Transporter's combined aggregate service obligation at all or some of the delivery points to Shipper in a specified area (the Aggregate Area) shall, if applicable, be limited to an Aggregate Daily Quantity (ADQ). Aggregate Area ADQs may themselves be included in larger Aggregate Area ADQs that would control multiple areas. All such Aggregate Area ADQs shall be set forth in the applicable Service Agreement. The Service Agreement will also specify which delivery points are to be included in and limited by an Aggregate Area ADQ. Any Aggregate Area ADQ will be equal to or less than the sum of the individual MDDOs or DDQs for each of the delivery points that are governed by that ADQ. Where Shipper receives service from Transporter under two or more firm service Rate Schedules, the ADQs specified in one Service Agreement may be incorporated by reference in the other Service Agreements.

(e) Unless waived by Transporter in its reasonable discretion, the aggregate of Shipper's MDDOs, DDQs and ADQs, where applicable, shall be reduced in proportion to any reduction by Shipper in its Total Firm Entitlement (TFE). Shipper shall have the right to specify the delivery points at which the reductions or adjustments in those MDDOs, DDQs and ADQs shall be made.

12.2 <u>Maximum Daily Quantity at Receipt Points</u>.

(a) Shipper's Maximum Daily Quantity at each point of receipt under Transporter's firm service Rate Schedules shall be set forth in the applicable Service Agreement.

(b) The sum of Shipper's Maximum Daily Quantity at all receipt points shall equal the sum of the Transportation Demand under Shipper's firm Service Agreements plus quantities necessary for Retainage.

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# 13. PRESSURE

Transporter shall deliver gas at each delivery point to or for the account of (a) Shipper at the pressure which shall be available from time to time in Transporter's pipeline, less any pressure reduction that may occur through any measurement, flow control, regulation or other appurtenant facilities that are owned by Transporter; provided, however, that Transporter and Shipper may mutually agree to a specific minimum delivery pressure for a stated period at any delivery point or points which Transporter shall agree to meet or exceed, and where necessary, upon specified conditions to ensure that such agreements do not have any adverse effects on Transporter's system. -Transporter's obligation to meet or exceed this minimum delivery pressure shall be contingent upon total deliveries at the particular delivery point or points not exceeding the Transporter's hourly design as outlined in Section 12 of the General Terms and Conditions, unless specified within the applicable Service Agreement(s), for the combined total Maximum Daily delivery Obligation (MDDO) of all Shippers who hold firm Service Agreement rights to said point or points. Transporter may meet or exceed the specified minimum delivery pressure if deliveries at the delivery point or points are in excess of the combined total of all Shippers who hold firm Service Agreement rights to said point or points MDDO-or any specified hourly flow commitments, but shall have no obligation to do so. If Transporter and Shipper agree to a specific minimum delivery pressure obligation for a stated period, the pressure obligation and any conditions will be specified in the pro forma service agreement in the blank spaces provided. Transporter may at any time, and from time to time, exceed a minimum delivery pressure obligation it has made to a Shipper. Transporter also may operate its facilities at less than the minimum delivery pressure obligation made to a Shipper when the Shipper does not require the agreed-upon minimum delivery pressure. If Transporter and a Shipper are unable to mutually agree upon a minimum pressure commitment, Transporter will, upon request from that Shipper, provide a written explanation concerning the operational reasons for the denial.

(b) Shipper shall deliver gas or cause gas to be delivered to Transporter at the receipt points at a pressure sufficient to allow the gas to enter Transporter's pipeline, as such pressure shall vary from time to time. Transporter shall not be required to compress into its pipeline gas transported under any Rate Schedule, or otherwise change its normal pipeline operations. At each receipt point, Shipper shall provide, or cause to be provided, equipment acceptable to Transporter that will prevent overpressuring of Transporter's pipeline. Transporter and Shipper may agree to a specific minimum receipt pressure for a stated period at any point or points, below which Transporter is not obligated to receive gas from or on behalf of Shipper, and where necessary, upon specified conditions to ensure that such agreements do not have any adverse effect on Transporter's system. If Transporter and Shipper agree to a specific minimum receipt point pressure obligation for a stated period, the pressure obligation and any conditions will be specified in the pro forma service agreement in the blank spaces provided. If Transporter and a Shipper are unable to mutually agree upon a minimum pressure commitment, Transporter will, upon request from that Shipper, provide a written explanation concerning the operational reasons for the denial.

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(c) Transporter will not enter into minimum pressure obligations or conditions that will adversely affect Transporter's ability to meet its firm service obligations to an existing Shipper. In addition, Transporter will not unilaterally impose new contractual minimum pressure conditions when an existing Shipper exercises its right of first refusal in accord with Section 4 of the General Terms and Conditions.

### 18. INVENTORY TRANSFERS AND IMBALANCE TRANSFERS

18.1 <u>Transfers Generally</u>. A Shipper may transfer inventory in its account to its other account(s) or the accounts of other Shippers under this Section. For purposes of this Section, the term "account" shall mean a Shipper's gas account under a storage or transportation Service Agreement with Transporter. A Shipper seeking to transfer inventory between accounts pursuant to this Section shall notify Transporter electronically through Transporter's EBB using Transporter's approved nomination form as set forth on Transporter's EBB. Transporter shall not be obligated to provide any information to a Shipper concerning the account status of other Shippers' accounts. Transporter will permit a Shipper, upon request, to post on Transporter's EBB an announcement of Shipper's desire to transfer inventory, but Shipper shall remain responsible for making all arrangements effecting the proposed transfer.

18.2 <u>No Cost Transfers</u>. A Shipper may transfer inventory from an account under a Service Agreement with Transporter set forth under column "From" to an account under a Service Agreement with Transporter set forth under Column "To", as set forth below, without incurring transportation, storage, injection or withdrawal charges or surcharges, and without assessment of Retainage on the transferred quantity:

	From	To
(a)	FTS, OPT, ITS, NTS, NTS-S	FTS, OPT, ITS, NTS, NTS-S, GTS
(b)	FSS, FSS-M, FBS, ISS, ISS-M	FSS, FSS-M, FBS, ISS, ISS-M, SIT, NTS, NTS-S, GTS
(c)	SIT	NTS, NTS-S, GTS
(d)	GTS	GTS
(e)	FT-C	FT-C

(f) In addition, a Shipper with an SIT Service Agreement with Transporter which has a remaining inventory balance thereunder after having crossed-zero once within the prior 10-day period pursuant to Section 3(b) of the SIT Rate Schedule (and other than as a result of cost-free inventory transfers pursuant to this Section 18) may transfer such remaining inventory balance, or portion thereof, to another Shipper's (or Shippers') SIT Service Agreement with Transporter; provided that (1) such transferee Shipper (or Shippers) has also crossed-zero once within the same prior 10-day period pursuant to Section 3(b) of the SIT Rate Schedule (and other than as a result of cost-free inventory transfers pursuant to this Section 18) and (2) both Shippers' accounts move closer to, but without crossing zero as a result of such transfer. In addition, an SIT Shipper shall not create an SIT balance where one did not previously exist by engaging in an inventory transfer with another SIT Shipper.

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(g) Transportation imbalances that are unresolved (other than through operation of the applicable terms of this Tariff; e.g, the FSS or FSS-M Rate Schedules, General Terms and Conditions Section 8, predetermined allocation agreements, etc.) under a Shipper's non-FSS or FSS-M Service Agreements may be transferred to the Segmentation Pool by nominating such imbalance quantities for transfer. There will be no charge for transferring imbalance quantities to the Segmentation Pool under this provision.

### 18.3 <u>Nominated Transfers</u>.

(a) A Shipper seeking to transfer inventory from and to accounts under Service Agreements with Transporter other than those permitted without cost or assessment of Retainage as set forth in Section 18.2 shall nominate such inventory quantities for transportation pursuant to the terms of the Service Agreement with Transporter under which said inventory is held in account for Shipper; provided that a Shipper with a SIT Service Agreement with Transporter shall not transfer inventory to the SIT account of another Shipper unless both Shippers' accounts move closer to, but without crossing zero as a result of such transfer. In cases where an FSS, FSS-M, FBS, ISS, or ISS-M Shipper proposes to transfer inventory to an SIT Shipper, the SIT Shipper's account must move closer to zero as a result of the transfer. In addition, a SIT Shipper shall not create a SIT balance where one did not exist previously by engaging in an inventory transfer with another Shipper. Nominations shall be pursuant to Section 6 (Nominating, Scheduling and Monitoring) of the General Terms and Conditions. Nominated and transferred inventory quantities shall be subject to the charges and surcharges, and assessment of Retainage applicable to the Service Agreement with Transporter specified in the nomination.

(b) A Shipper may transfer inventory from its FSS, FSS-M, FBS, ISS or ISS-M Service Agreement account with Transporter to the Segmentation Pool by nominating such inventory quantities for transfer. Shipper shall not be subject to transportation commodity charges or Retainage on the transportation into the Segmentation Pool but will be subject to applicable storage withdrawal fees when gas is removed from storage for transfer to the Segmentation Pool.

18.4 <u>Effectiveness of Transfers</u>. Any transfer made pursuant to Section 18.2 shall be effective on the date a Shipper's completed nomination form is received by Transporter electronically through its EBB, unless Transporter rejects the transfer within two business days of Transporter's receipt of such completed nomination form pursuant to Section 18.5. Any transfer made pursuant to Section 18.3 shall be effective on the date a Shipper's nomination to transport inventory quantities is received by Transporter electronically through its EBB, unless Transporter rejects the nomination prior to transportation pursuant to Section 18.5. A transfer shall become effective as of a date certain in accordance with the foregoing, and shall have prospective, as opposed to retroactive, effect with respect to the affected accounts from that date certain. The cumulative balance in such affected accounts shall be adjusted as of the effective date of a transfer in accordance with the transfer. 18.5 <u>Rejection by Transporter</u>. Transporter may, in its reasonable discretion, reject any proposed transfer if it determines that such transfer cannot be accommodated: (i) without diminishing Transporter's ability to provide firm service to any Shipper; (ii) without increasing Transporter's firm service obligations; (iii) because the gas sought to be transferred is not on Transporter's system; (iv) because of the actual account status of the transferor's and transferee's accounts, as reflected in Transporter's records; (v) because the transfer is requested to have a retroactive effective date; (vi) without threatening the integrity of Transporter's system; (vii) because a SIT Shipper's account will not move closer to zero as a result of the proposed inventory transfer; or (viii) a SIT balance would be created where one did not previously exist as a result of the proposed inventory transfer. If the transfer is rejected pursuant to this Section 18.5, Transporter shall provide the Shipper seeking to transfer inventory that Shipper's actual account status under the applicable Service Agreement.

18.6 Imbalance Netting and Trading

(a) <u>Definitions</u>. For purposes of this Section 18.6, the following definitions shall be applicable:

(1) "<u>Operational Impact Area</u>" is the term used to describe Transporter's designation of the largest possible area(s) on its system in which imbalances have a similar operational effect.

(2) "<u>Netting</u>" is the term used to describe the process of resolving imbalances for Shipper within an Operational Impact Area. There are two types of Netting: (a) summing is the accumulation of all imbalances above any applicable tolerances for Shipper or agent; and (b) offsetting is the combination of positive or negative imbalances above any applicable tolerances for Shipper or agent.

(b) <u>Month-end Imbalances</u>.

(1) Transporter shall allow Shipper (including agents of Shipper) to net imbalances within the same Operational Impact Area on and across service agreements with Shipper and to trade imbalances within the same Operational Impact Area.

(2) Transporter shall provide Shippers the ability to post and trade imbalances until at least the close of the seventeenth (17th) business day of the month.

(3) Transporter shall provide Shippers the ability to view and, upon request, download posted imbalances.

(4) Imbalances to be posted for trading should be authorized by Shipper.

(5) An Authorization to Post Imbalances that is received by Transporter by 11:45 a.m. (CT) should be effective by 8:00 a.m. (CT) the next business day. An

imbalance that is previously authorized for posting should be posted on or before the ninth (9th) business day of the month.

(6) Transporter is not required to post zero imbalances.

(7) Netting, posting, and trading of imbalances shall be accomplished based upon Transporter's current method for accounting for imbalances and Transporter is not required to institute daily imbalance procedures.

(8) Transporter shall enable the imbalance trading process through the use of the Imbalance Trade screen in Transporter's EBB. All finalized imbalance trades will be reflected prior to or on the next monthly Shipper Imbalance.

(9) When trading imbalances, Shippers shall specify a quantity.

(10) An imbalance trade can only be withdrawn by the Initiating Trader and only prior to the Confirming Trader's confirmation of the trade. An imbalance trade is considered final when confirmed by the Confirming Trader and effectuated by Transporter.

(11) To account for any imbalances after imbalance trading, where Transporter associates such imbalance with a service agreement, Shipper and Transporter shall agree to designate one of Shipper's valid service agreements in the Operational Impact Area where the original imbalance occurred, for such purpose.

(12) In the event that Shipper desires to net imbalances across the Zones, Shipper shall be subject to the applicable charges and fees for service across the Zones only if any such charges and fees for the service have not already been paid. Any such service necessary to effectuate imbalance netting across the Zones shall be administered under the Service Agreement of the Shipper's choosing. Shipper must notify Transporter of its desire to net imbalances across the Zones under the Service Agreement chosen by the Shipper.

(13) In the event that Shipper desires to trade imbalances across the Zones, the Initiating Trader shall be subject to the applicable charges and fees for service across the Zones only if any such charges and fees for the service have not already been paid. Any such service necessary to effectuate imbalance trading across the Zones shall be administered under the Service Agreement of the Initiating Trader's choosing.

### 49. OPERATIONAL TRANSACTIONS

49.1 <u>Eligible Transactions.</u> Transporter may buy, sell and/or borrow or tender gas for return at a later date (an "Operational Transaction") to the extent necessary to:

- (a) maintain system pressure and line pack;
- (b) manage system imbalances;

(c) perform other operational functions of Transporter in connection with transportation, storage, and other similar services; and/or

(d) otherwise protect the operational integrity of Transporter's system.

Any Operational Transaction will be made on an unbundled basis. Transporter may assess separate transportation charges, where applicable, for transportation service to or from the point of any Operational Transaction. Sales by Transporter will be made at receipt point(s), which may include Pooling Points or Aggregation Points as defined in Transporter's IPP or AS Rate Schedules or at the points of interconnection with the upstream pipelines prior to receipt into Transporter's system. Other Operational Transactions will be made at locations where the gas may be most operationally needed from time to time. Operational Transactions will have a lower priority than firm service.

49.2 <u>Posting Requirements.</u> Transporter will post its quantities for sale, borrow or tender for bidding on its electronic bulletin board in accordance with the applicable bidding provisions which will be posted at the time of the offer. Transporter will provide as much advance notice through its EBB as is reasonably possible, but not less than 24 hours in advance of any gas purchases. Transporter reserves its right, in its sole discretion, to:

- (a) withdraw its postings;
- (b) reject all bids due to operational changes; and/or

(c) reject any bids which do not meet or which contain modifications to the terms of the posting or which contain terms that are operationally unacceptable.

49.3 <u>Reporting Requirements.</u> Transporter will file a report on or before March 1 of each year reflecting the Operational Transactions for the 12-month period ending the preceding December 31. The report will indicate:

- (a) whether the Operational Transaction was a purchase, sale, borrow or tender;
- (b) the source of the gas in the Operational Transaction;

(c) the date of the Operational Transaction; (for borrows and tenders, Transporter will include the beginning and termination date of the transaction);

- (d) volumes, expresses in dekatherms;
- (e) the Operational Transaction price, expressed as a rate per dekatherm;
- (f) the costs and revenues from the Operational Transaction;
- (g) the disposition of the associated costs and revenues;

(h) an explanation of the purpose of any Operational Transaction, any alternatives that were considered, and how the action(s) taken were the best available; and

(i) and explanation for any exercise of Transporter's rights under Section 49.2.

### 49.4 Operational Transaction Rate Adjustment (OTRA) Mechanism

- Purpose. Through the term of the Stipulation & Agreement of Settlement filed (a) with the FERC in Docket No. RP20 1060 (Settlement), tThis Section provides for the recovery of the costs of Operational Transactions (OTRA Costs) incurred in order to ensure sufficient flowing supply in Transporter's system in Market Areas 1, 2, 3 and 7, including carrying charges calculated under Section 154.501 of the Commission's regulations, through an OTRA surcharge applicable to Transporter's FTS, NTS, NTS-S, TPS, SST, GTS, OPT and ITS Rate Schedules. Such costs include, but are not limited to, the difference between the purchase price of gas in Market Areas 1, 2, 3, and 7 (or points on other pipelines) and the price for the sale of equivalent volumes at other locations on Transporter's system. Such OTRA costs shall include costs incurred under any third party transportation contracts associated with OTRA. Such third party transportation costs will not be included in the Transporter's TCRA costs. Transporter's OTRA Costs will be reduced by any revenues earned by Transporter for the Operational Transactions described in this Section 49.4 ("OTRA Revenues").
- (b) <u>Transporter's OTRA Filings</u>. On a semi-annual basis, Transporter will make a Section 4(e) rate filing to adjust its OTRA rates to take into account both prospective changes in OTRA Costs and unrecovered OTRA Costs for the summer season (April 1 to October 31) and winter season (November 1 to March 31). These filings will be submitted no later than: (i) April 1 of each year, to become effective May 1; and (ii) November 1 of each year, to become effective December 1.
- (c) <u>Calculation of Current OTRA Surcharge</u>. In each OTRA Filing, Transporter will calculate and allocate to the applicable Rate Schedules on an as-billed basis and in

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a manner consistent with Transporter's currently effective cost allocation and rate design, the Current OTRA Surcharge by: (i) estimating the total OTRA Costs, including any third party transportation costs associated with OTRA and the total OTRA Revenues for the summer or winter period (as applicable) commencing with the effective date of the OTRA Filing; (ii) subtracting the OTRA Revenues from the OTRA Costs; and (iii) dividing that amount by the applicable rate design determinants under all of the applicable Rate Schedules for that same period. In the event third party transportation capacity is acquired in excess of Transporter's operational needs, Transporter will attempt to release the excess capacity and credit revenue amounts against the OTRA costs incurred during that period.

- (d) <u>True-Up of OTRA Surcharge</u>. In each OTRA Filing, Transporter will calculate and allocate to the applicable Rate Schedules on an as-billed basis and in a manner consistent with Transporter's currently effective cost allocation and rate design, the OTRA True-Up Surcharge by subtracting from the OTRA Costs (less OTRA Revenues) actually incurred by Transporter during the preceding OTRA period the amount collected by Transporter during that period under the theneffective Current OTRA Surcharge and dividing the difference, whether positive or negative, by the estimated design determinants under the applicable Rate Schedules for period commencing on the effective date of that OTRA Filing.
- (e) <u>Termination</u>. Upon termination of the OTRA Mechanism, If the provisions described in this Section 49.4 are terminated, Shippers under the applicable Rate Schedules from the date of Transporter's most recent OTRA Filing through the date of termination (Termination Period) will remain subject to any unrecovered OTRA Costs (less OTRA Revenues), and Transporter will be required to refund any over-recovered OTRA Costs (less OTRA Revenues). –Any positive or negative balances in Transporter's OTRA account as of the expiration of date of termination the OTRA mechanism-will be charged or refunded to Shippers, as under the applicable Rate Schedules, over a six-month period following the Termination Period expiration of the OTRA Mechanism.
- (f) <u>Early Termination</u>. To the extent an alternative solution is developed in cooperation with customers that negates the need for the OTRA prior to the end of the Settlement, Columbia will file to terminate the OTRA Mechanism.

# 52. <u>Capital Cost & Compliance Recovery Mechanism (CCRM)</u>

52.1 Purpose. This Section provides for the recovery of Transporter's revenue requirements associated with investments in Eligible Facilities in the categories of (1) safety, integrity, and third party compliance; (2) system reliabilitysafety and integrity; and (3) storage modernization system reliability, as defined in Section 52.3(a) (Revenue Requirements) in order to modernize Transporter's system (Modernization Program). These Revenue Requirements will be recovered through separately-tracked surcharges (CCRM Rate(s)) that will be added to the base tariff rates applicable to Shippers under Transporter's FTS, NTS, NTS-S, ITS, GTS, OPT, TPS, SST, FSS, FSS, M, and FBS Rate Schedules set forth in this Tariff (Applicable Rate Schedules). Except as otherwise provided in this Tariff or in an individual service agreement, the CCRM-T (defined below) shall apply to service agreements under Transporter's FTS, NTS, NTS-S, ITS, GTS, OPT, TPS, and SST Rate Schedules and the CCRM-S (defined below) shall apply to service agreements under Transporter's FSS, FSS M, and FBS Rate Schedules. Service agreements that are exempt from paying the CCRM will remain exempt from paying the CCRM-T or the CCRM-S, as applicable. The CCRM Rates will provide for the recovery of the Revenue Requirements associated with capital expenditures incurred through November 30, 2024-2031 (Third Term)-related to Eligible Facilities that are placed into service during the Third this Tterm.

Transporter's CCRM Filings. The first CCRM rate filing will implement CCRM Rate(s) 52.2 to become effective April 1, 2022-2026 to recover Revenue Requirements related to Eligible Facilities that have been placed into service between February 1, 2021 April 1, 2025 through November 30, <del>2021</del>-2025 (CCRM Period) and any trailing capital expenditures associated with such Eligible Facilities placed into service during such ten-eight month period, provided that (a) such trailing capital expenditures are incurred by Transporter before such CCRM Filing is made and (b) the inclusion of such trailing capital expenditures does not cause the total amount of investment in Eligible Facilities to exceed the annual and overall CCRM caps set forth in Section 52.3(c) of this Tariff. Subsequently, Transporter will have the right to file to adjust the CCRM Rate(s) to become effective April 1 to additionally recover Revenue Requirements related to Eligible Facilities that have been placed into service during the December 1 through November 30 period (CCRM Period(s)) prior to such CCRM Filing and any trailing capital expenditures associated with Eligible Facilities placed into service provided that (a) such trailing capital expenditures are incurred by Transporter before such CCRM Filing is made and (b) the inclusion of such trailing capital expenditures does not cause the total amount of investment in Eligible Facilities to exceed the annual and overall CCRM caps set forth in Section 52.3(c) of this Tariff. Any filings by Transporter pursuant to this Section 52.2 are referred to in this Tariff as a "CCRM Filing."

# 52.3 <u>CCRM Implementation</u>.

(a) <u>Eligible Facilities</u>. Eligible Facilities have been defined in the Eligible Facilities Plan <del>III</del>-(EFP-III) as filed by Transporter in <u>its general Section 4 rate case filed September 30</u>, <u>2024 the Stipulation & Agreement of Settlement filed with the FERC in Docket No. RP20 1060</u> (Settlement) and also include the facilities added in accordance with Section 52.3(a)(1) and Section 52.3(a)(2) of this Tariff. Each Eligible Facilities investment will be allocated to the appropriate transmission <u>zone</u> (CCRM-T) or storage (CCRM-S) rates in accordance with Section 52.4 of this Tariff. Transporter's CCRM Filings will revise the CCRM Rate(s) to take into account both changes in the Revenue Requirements and over/under-recovered Revenue Requirements from the preceding periods.

(1) <u>Discretionary Eligible Facilities</u>. Transporter <u>shall have the right to cancel</u> <u>projects and retains the discretion to recover capital expenditures and expenses</u> associated with projects related to facilities not listed in the EFP-III through the CCRM Rate(s) set forth in any CCRM Filing provided that the expenditures are for one or more projects falling within one or both of the following categories: (1) additional bare steel replacement <u>and/or abandonment</u> projects and (2) projects to address issues that Transporter believes could lead to imminent unsafe conditions, and provided further that: (a) the projects are similar in purpose and scope to those provided in the EFP-III; (b) such construction projects do not result in the cost limits set forth in Section 52.3(c) of this Tariff being exceeded; and (c) no costs may be included from such construction projects which would otherwise be ineligible for CCRM recovery. Such projects will be deemed to be investments in Eligible Facilities for purposes of this Section 52 of the Tariff.

(2) <u>Unanticipated Eligible Facilities</u>. Transporter shall be permitted to recover capital expenditures <u>and expenses</u> associated with facilities that are not listed in the EFP-III and that do not fall into one of the categories listed in Section 52.3(a)(1) provided that Transporter receives the consent of shippers constituting <u>75 percenta</u> <u>majority</u> of the billing determinants subject to the applicable CCRM Rate(s) or approval from the Commission during the term of the modernization program. Such facilities will be deemed to be Eligible Facilities for purposes of this Section 52 of the Tariff.

(b) <u>Right to Challenge CCRM Filings</u>. Parties shall have the right to challenge the CCRM Filings-consistent with Article XI.B of the Settlement.

(c) <u>Cost Limits</u>. The total amount of prudent <u>capital</u> investment in Eligible Facilities incurred for which Revenue Requirements may be recovered through the CCRM will not exceed an annual cap of \$300450 million, subject to a 15 percent annual program tolerance. The total amount of prudent <u>capital</u> investment in Eligible Facilities incurred for which Revenue Requirements are eligible for recovery through the CCRM for the Thirdthis Tterm will not exceed \$1.22.9 billion. The initial date of such investment will be deemed to have begun on February 1, 2021 April 1, 2025. Any costs exceeding the cost limits in this Section 52.3(c) shall be treated as GPMC under Section 52.3(d) of this Tariff.

(d) <u>GPMC Levels</u>. Transporter will expend annual general plant maintenance capital (GPMC) costs of \$150-185 million per year, escalated annually by \$5 million after the first year during the <u>Third seven year</u> <u>Tt</u>erm for transmission and storage function projects (GPMC Projects) and such GPMC Projects will not be considered Eligible Facilities. If Transporter expends less than \$150-185 million in GPMC in the <u>first-applicable</u> years of the <u>Third seven year</u>

Tterm or less than the escalated GPMC expenditure obligation in subsequent years of the Third Term, the difference will be used to reduce the plant investment included in the CCRM and the total amount of Eligible Facilities for which the Revenue Requirements would be recoverable through the CCRM will be adjusted downward by such difference.

52.4 <u>CCRM Rate Calculation</u>. In each CCRM Filing, Transporter will calculate the CCRM Rate(s) and allocate to the Applicable Rate Schedules (as defined above) on an as-billed basis and in a manner consistent with Transporter's currently effective cost allocation and rate design, as set forth below:

(a) <u>Determination of Revenue Requirements</u>. Transporter will first calculate the Revenue Requirements related to those Eligible Facilities that were placed in and remained in service during the applicable prior CCRM Periods set forth in Section 52.2 of this Tariff and any applicable trailing capital expenditures associated with such Eligible Facilities placed into service during such applicable prior CCRM Period, subject to the limitations in Section 52.2 of this Tariff.

(1) Storage. The Storage Revenue Requirements associated with Eligible Facilities will consist of (A) a total rate base multiplier of 13.50 percent, which is comprised of: (i) a pre-tax rate of return of <del>11.00</del>14.66 percent and which shall include the applicable percentage adjustment set forth in Appendix C of the Settlement corresponding to any new U.S. federal corporate income tax rate that becomes effective during the term of the Settlement and (ii) a Taxes Other than Income Taxes (TOIT) of 2.50 percent calculation utilizing the applicable ad valorem tax rate at the time of filing multiplied by the "net rate base" (i.e., the gross plant minus accumulated depreciation and accumulated deferred income taxes) associated with Eligible Facilities that have been functionalized as storage by Transporter-pursuant to the provisions of the Settlement; and (B) Transporter's applicable storage depreciation rate of 2.20 percent and storage negative salvage rate, both multiplied by the gross plant associated with Eligible Facilities that have been functionalized as storage by Transporter; pursuant to the provisions of the Settlement and (C) expenses associated with Eligible Facilities. Through the CCRM S, Transporter shall be allowed to recover the Revenue Requirements associated with net capital expenditures of no more than \$90 million in Eligible Facilities costs functionalized as storage per applicable CCRM period set forth in Section 52.2 of this Tariff. Five and one half percent of the capital expenditures associated with Eligible Facilities that have been functionalized as storage and any additional amount above the \$90 million of net capital expenditures will be transferred to the CCRM T, but such amounts may not exceed \$30 million of capital expenditures per applicable CCRM period set forth in Section 52.2 of this Tariff.

(2) <u>Transmission-East</u>. The Transmission<u>-East</u> Revenue Requirements associated with Eligible Facilities will consist of (A) a total rate base multiplier of 13.50 percent, which is comprised of: (i) a pre-tax rate of return of  $\frac{11.0014.66}{11.0014.66}$  percent and which shall include the applicable percentage adjustment set forth in Appendix C of the

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Settlement corresponding to any new U.S. federal corporate income tax rate that becomes effective during the term of the Settlement and (ii) a TOIT rate of 2.50 percent calculation utilizing the applicable ad valorem tax rate at the time of filing multiplied by the "net rate base" (i.e., the gross plant minus accumulated depreciation and accumulated deferred income taxes) associated with Eligible Facilities that have been functionalized as transmission<u>east</u> by Transporter pursuant to the provisions of the Settlement; and (B) Transporter's <u>applicable</u> transmission depreciation rate of 1.50 percent\_and transmission negative salvage rate, both multiplied by the gross plant associated with Eligible Facilities that have been functionalized as transmission<u>east</u> by Transporter; pursuant to the provisions of the Settlementand (C) expenses associated with Eligible Facilities. Through the CCRM T, Transporter shall be allowed to recover one hundred percent of the Revenue Requirements associated with Eligible Facilities that have been functionalized as transmission and the amount transferred from CCRM S above.

(2)(3) Transmission-West. The Transmission-West Revenue Requirements associated with Eligible Facilities will consist of (A) a total rate base multiplier comprised of: (i) a pre-tax rate of return of 14.66 percent and (ii) a TOIT calculation utilizing the applicable ad valorem tax rate at the time of filing multiplied by the "net rate base" (i.e., the gross plant minus accumulated depreciation and accumulated deferred income taxes) associated with Eligible Facilities that have been functionalized as transmission-west by Transporter; (B) Transporter's applicable transmission depreciation rate and transmission negative salvage rate, both multiplied by the gross plant associated with Eligible Facilities that have been functionalized as transmission-west by Transporter; and (C) expenses associated with Eligible Facilities.

(b) <u>Allocation of Revenue Requirements</u>. Transporter will allocate the Revenue Requirements across each Applicable Rate Schedule to derive the CCRM-T and CCRM-S Rate on a per unit basis, utilizing the greater of:

(1) The annual billing determinants for customers under the Applicable Rate Schedules, including billing determinants for all non-incremental negotiated rate service agreements that are by their terms exempt from paying the CCRM, but excluding billing determinants associated with service agreements for capacity on incrementally-priced expansion projects, which are not subject to the CCRM as described in Section 52.4(d) of the Tariff, and adjusted for discounted contracts as described in Section 52.4(c) of the Tariff for each applicable CCRM Period set forth in Section 52.2 of this Tariff; or

(2) A transmission-<u>east</u> billing determinant floor of  $\frac{104,000,00034,399,464}{1000,00034,399,464}$  Dth<u>a</u> transmission-west billing determinant floor of 63,408,008 Dth, and a storage billing determinant floor with a MDSQ of  $\frac{50,500,00037,852,239}{2,800,000,0002,107,332,641}$  Dth for each CCRM Filing, as applicable.

(3) If the billing determinants are lower than the floors set forth herein, Transporter will impute billing determinants at the maximum applicable rate and the revenues that would be associated with such billing determinants to reflect the abovestated billing determinant levels in the calculation of the CCRM Rate(s).

(4) Subject to Section 52.5, Columbia shall be at risk for any under-recovery of the Revenue Requirement associated with the billing determinants of non-incremental negotiated rate service agreements that are by their terms exempt from paying the CCRM.

(c) <u>Billing Determinants Associated with Discounted and Non-Incremental</u> <u>Negotiated Rate Service Agreements</u>. Transporter will allocate a portion of the revenues derived from discount rate agreements to its calculation of actual revenues derived by the CCRM-as provided in the Settlement. To the extent discounted transactions would reduce the level of revenue below the level that results from the billing determinant floor set forth in Section 52.4(b)(2) above, Transporter will impute billing determinants and the revenues that would be associated with such billing determinants at the maximum applicable rate up to that floor level. Non-incremental negotiated rate agreement billing determinants will be imputed at the maximum CCRM Rate.

(d) <u>Billing Determinants under Incrementally-Priced Expansion Projects</u>. Incrementally-priced expansion projects will not be charged the CCRM Rate(s) and the billing determinants for incrementally-priced expansion projects will not be included in the calculation of the CCRM Rate(s)-except as provided in the Settlement. In the event the FERC's policy with respect to the rate treatment of incrementally-priced expansion projects changes after the effectiveness of this provision of the Tariff, any future treatment of incrementally-priced expansion projects in the CCRM will conform to the revised FERC policy.

(1) When incrementally-priced expansion projects are constructed concurrently with Eligible Facilities, the costs of such combined projects shall be allocated between the Modernization Program and the expansion project-as set forth in the Settlement.

(2) If an incrementally priced expansion project is built subsequent to, but directly utilizes Eligible Facilities set forth in the EFP III, ten percent of the billing determinants of expansion contracts for service commencing on or after February 1, 2021, will be imputed in the calculation of the CCRM Rate(s).

(e) <u>Cost Over/Under Recovery</u>. Except to the extent such results from the imputation of billing determinants under the billing determinant floors or for non-incremental negotiated rate agreements that exclude the CCRM, any over/under recovery of the Revenue Requirements will be recovered in the next succeeding CCRM Filing. Subject to the annual and overall CCRM caps set forth in Section 52.3 of this Tariff, the over/under recovery will be calculated each year by comparing the actual Revenue Requirements, by function, to the revenues received during the recovery period, including any revenues required to be imputed by Transporter pursuant to Section 52.4(b) of this Tariff, above.

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52.5 <u>Term of CCRM</u>. The CCRM will reflect the Revenue Requirements for capital and applicable expenses placed into service during the term commencing February 1, 2021 April 1, 2025 and ending on November 30, 20242031. The CCRM will continue to be charged for a term that is coterminous with the Settlement. Upon termination of the CCRM, Shippers under the Applicable Rate Schedules will remain subject to any unrecovered CCRM costs and Transporter will be required to refund any over-recovered CCRM costs. Any positive or negative balances in Transporter's CCRM account as of the expiration of the CCRM will be charged or refunded to Shippers, as applicable, in the next monthly billing cycle that is at least fifteen days after the termination of the CCRM.

Title	FERC Statement/ Schedule	Exhibit Number	Electronic File Name
Letter of Transmittal			Transmittal Letter.pdf
Tariff Sheets			Transmittal Letter.pdf
List of Primary Case Tariff Records – Appendix A			Transmittal Letter.pdf
Primary Case Tariff Records Clean – Appendix A-1			Appendix A-1 – primary case (clean).pdf
Primary Case Tariff Records Redline – Appendix A-2			Appendix A-2 – primary case (marked).pdf
List of Preferred Case Tariff Records – Appendix B			Transmittal Letter.pdf
List of Preferred Case Tariff Records Clean – Appendix B-1			Appendix B-1- preferred case (clean).pdf
List of Preferred Case Tariff Records redline – Appendix B-2			Appendix B-2 – preferred case (marked).pdf
Table of Contents – Appendix C			Transmittal Letter.pdf
Accounting Representation – Appendix D			Transmittal Letter.pdf
Prepared Direct Testimony of Sorana Linder	Р	TCO-0001	Exhibit No. TCO-0001_Linder Direct Testimony.pdf
Prepared Direct Testimony of Alexander Kearley	Р	TCO-0002	Exhibit No. TCO-0002_Kearley Direct Testimony.pdf
Prepared Direct Testimony of Bente Villadsen	Р	TCO-0003	Exhibit No. TCO-0002_Villadsen Direct Testimony.pdf
Resume of Bente Villadsen	Р	TCO-0004	Exhibit No. TCO-0004.pdf
ROE Calculations (including MRP)	Р	TCO-0005	Exhibit No. TCO-0005.pdf
Prepared Direct Testimony of Anul Thapa	Р	TCO-0006	Exhibit No. TCO-0006_Thapa Direct Testimony.pdf
Curriculum Vitae of Anul Thapa	Р	TCO-0007	Exhibit No. TCO-0007.pdf
Workpaper 1	Р	TCO-0008	Exhibit No. TCO-0008.pdf
Workpaper 2	Р	TCO-0009	Exhibit No. TCO-0009.pdf
Workpaper 3	Р	TCO-0010	Exhibit No. TCO-0010.pdf
Workpaper 4	Р	TCO-0011	Exhibit No. TCO-0011.pdf
Workpaper 5	Р	TCO-0012	Exhibit No. TCO-0012.pdf
Workpaper 6	Р	TCO-0013	Exhibit No. TCO-0013.pdf
Workpaper 7	Р	TCO-0014	Exhibit No. TCO-0014.pdf

			Appendix C
FPC v. Hope Natural Gas	Р	TCO-0015	Exhibit No. TCO-0015.pdf
Canadian National Energy Board's Reasons for Decision	Р	TCO-0016	Exhibit No. TCO-0016.pdf
Policy Statement on Determining Return on Equity for Natural Gas and Oil	Р	TCO-0017	Exhibit No. TCO-0017.pdf
Pipelines			
TC Energy South Bow Spin Off and Other Articles	Р	TCO-0018	Exhibit No. TCO-0018.pdf
DSIRE, NC Clean Energy Technology Center, "Renewable Portfolio Standards and	Р	TCO-0019	Exhibit No. TCO-0019.pdf
Clean Energy Standards"			
Relevant Companies' 10-Ks	Р	TCO-0020	Exhibit No. TCO-0020.pdf
Relevant Companies' FERC Form 2s	Р	TCO-0021	Exhibit No. TCO-0021.pdf
Relevant Companies' FERC Form 6s	Р	TCO-0022	Exhibit No. TCO-0022.pdf
Prepared Direct Testimony of Kelly K. Griffin	Р	TCO-0023	Exhibit No. TCO-0023_Griffin
			Direct Testimony.pdf
CCRM Pre-Tax Return Calculation	Р	TCO-0024	Exhibit No. TCO-0024.pdf
Prepared Direct Testimony of Matt Parks	Р	TCO-0025	Exhibit No. TCO-0025_Parks
			Direct Testimony.pdf
Eligible Facilities Plan	Р	TCO-0026	Exhibit No. TCO-0026.pdf
Prepared Direct Testimony of Garrett B. Word	Р	TCO-0027	Exhibit No. TCO-0027_Word
			Direct Testimony.pdf
Ripley 2011	Р	TCO-0028	Exhibit No. TCO-0028.pdf
Ripley 2014	Р	TCO-0029	Exhibit No. TCO-0029.pdf
Seasonal Limit Violations – June and August	Р	TCO-0030	Exhibit No. TCO-0030.pdf
Seasonal Limit Violations – February and April	Р	TCO-0031	Exhibit No. TCO-0031.pdf
Violation of Withdrawal Limits – 12-24-2022	Р	TCO-0032	Exhibit No. TCO-0032.pdf
Violation of Withdrawal Limits – 1-31-2022	Р	TCO-0033	Exhibit No. TCO-0033.pdf
Overruns on Critical Days and During OFOs	Р	TCO-0034	Exhibit No. TCO-0034.pdf
Prepared Direct Testimony of Alexander J. Kirk	Р	TCO-0035	Exhibit No. TCO-0035_Kirk
			Direct Testimony.pdf
Curriculum Vitae of Alexander J. Kirk	Р	TCO-0036	Exhibit No. TCO-0036.pdf
Executive Order 14008	Р	TCO-0037	Exhibit No. TCO-0037.pdf
News Release, Getting to Net Zero	Р	TCO-0038	Exhibit No. TCO-0038.pdf
James H. Williams, Carbon-Neutral Pathways for the United States	Р	TCO-0039	Exhibit No. TCO-0039.pdf
U.S. Department of State, The Long-Term Strategy of the United States: Pathways	Р	TCO-0040	Exhibit No. TCO-0040.pdf
to Net-Zero Greenhouse Gas Emissions by 2050			-
Excerpts of Various Requirements of Public Authorities	Р	TCO-0041	Exhibit No. TCO-0041.pdf
New York State Climate Action Council Scoping Plan: Full Report December 2022	Р	TCO-0042	Exhibit No. TCO-0042.pdf
Inflation Reduction Act Methane Emissions Charge	Р	TCO-0043	Exhibit No. TCO-0043.pdf

		-	Appendix C
White House Press Release IRA	Р	TCO-0044	Exhibit No. TCO-0044.pdf
EIA, Annual Energy Outlook 2023 Excerpt	Р	TCO-0045	Exhibit No. TCO-0045.pdf
U.S. Energy Information Administration, Carbon Dioxide Emissions Projections	Р	TCO-0046	Exhibit No. TCO-0046.pdf
Lawrence Berkeley National Laboratory, Queued Up 2023	Р	TCO-0047	Exhibit No. TCO-0047.pdf
National Renewable Energy Laboratory Report, U.S. Solar Photovoltaic System and	Р	TCO-0048	Exhibit No. TCO-0048.pdf
Energy Storage Cost Benchmarks, With Minimum Sustainable Price Analysis: Q1 2022			
National Renewable Energy Laboratory, Annual Technology Baseline 2024	Р	TCO-0049	Exhibit No. TCO-0049.pdf
Summary Excerpt			
U.S. Department of Energy, Land-Based Wind Market Report 2022	Р	TCO-0050	Exhibit No. TCO-0050.pdf
NREL Winter 2024 Solar Industry Update	Р	TCO-0051	Exhibit No. TCO-0051.pdf
EIA Battery Storage Report 2023	Р	TCO-0052	Exhibit No. TCO-0052.pdf
Eastern U.S. Region Non-Speculative Resources and Production	Р	TCO-0053	Exhibit No. TCO-0053.pdf
Prepared Direct Testimony of Kevin H. Lange	Р	TCO-0054	Exhibit No. TCO-0054_Lange
			Direct Testimony.pdf
Curriculum Vitae of Kevin H. Lange	Р	TCO-0055	Exhibit No. TCO-0055.pdf
TDC Workpapers	Р	TCO-0056	Exhibit No. TCO-0056.pdf
TDC Supporting Documents	Р	TCO-0057	Exhibit No. TCO-0057.pdf
Prepared Direct Testimony of Steven R. Fall	Р	TCO-0058	Exhibit No. TCO-0058_Fall
			Direct Testimony.pdf
Curriculum Vitae of Steven R. Fall	Р	TCO-0059	Exhibit No. TCO-0059.pdf
Depreciation Workpapers	Р	TCO-0060	Exhibit No. TCO-0060.pdf
Production & Gathering Survivor Curve Study	Р	TCO-0061	Exhibit No. TCO-0061.pdf
Underground Storage Survivor Curve Study	Р	TCO-0062	Exhibit No. TCO-0062.pdf
Transmission Survivor Curve Study	Р	TCO-0063	Exhibit No. TCO-0063.pdf
Prepared Direct Testimony of David J. Haag	Р	TCO-0064	Exhibit No. TCO-0064_Haag
			Direct Testimony.pdf
Curriculum Vitae of David J. Haag	Р	TCO-0065	Exhibit No. TCO-0065.pdf
Prepared Direct Testimony of Jonathan A. Scullion	Р	TCO-0066	Exhibit No. TCO-0066_Scullion
			Direct Testimony.pdf
Prepared Direct Testimony of Jacob Ritenour	Р	TCO-0067	Exhibit No. TCO-0067_Ritenour
			Direct Testimony.pdf
Illustrative Impact of High Hourly Flowrates on Pipeline Conditions	Р	TCO-0068	Exhibit No. TCO-0068.pdf
System Map with Proposed Zones	Р	TCO-0069	Exhibit No. TCO-0069.pdf
Prepared Direct Testimony of Philip J. Antolin	Р	TCO-0070	Exhibit No. TCO-0070_Antolin
			Direct Testimony.pdf

Docket No. RP24-\_\_\_-000 Columbia Gas Transmission, LLC

Rate Case Transmittal Letter

Ap	pendix	C
- <b>P</b>	penan	$\sim$

Prepared Direct Testimony of Meghan Tew P TCO-0071 Exhibit No. TCO-0071 Tew			
P	TCO-0071	Exhibit No. TCO-0071_Tew	
		Direct Testimony.pdf	
Р	TCO-0072	Exhibit No. TCO-0072_Barry	
		Direct Testimony.pdf	
		Exhibit No. TCO-0073.pdf	
Р	TCO-0074	Exhibit No. TCO-	
		0074_Richardson Direct	
		Testimony.pdf	
-		Exhibit No. TCO-0075.pdf	
-		Exhibit No. TCO-0076.pdf	
P	TCO-0077	Exhibit No. TCO-0077_Gibbon	
		Direct Testimony.pdf	
Р		Exhibit No. TCO-0078.pdf	
Р	TCO-0079	Exhibit No. TCO-0079_Altena	
		Direct Testimony.pdf	
Р	TCO-0080	Exhibit No. TCO-0080.pdf	
Р	TCO-0081	Exhibit No. TCO-0081_Zuniga	
		Direct Testimony.pdf	
Р	TCO-0082	Exhibit No. TCO-0082.pdf	
Р	TCO-0083	Exhibit No. TCO-0083.pdf	
Р	TCO-0084	Exhibit No. TCO-0084.pdf	
А	TCO-0085	COS-1.xlsx	
В	TCO-0086	COS-1.xlsx	
B-1	TCO-0087	COS-1.xlsx	
B-2	TCO-0088	COS-1.xlsx	
С	TCO-0089	COS-1.xlsx	
C-1	TCO-0090	COS-1.xlsx	
C-2	TCO-0091	COS-1.xlsx	
C-3	TCO-0092	COS-1.xlsx	
C-4	TCO-0093	COS-1.xlsx	
C-5	TCO-0094	COS-1.xlsx	
C-3	100 0074		
D	TCO-0095	COS-1.xlsx	
	P         P         P         P         P         P         A         B         B-1         B-2         C         C-1         C-2         C-3         C-4	P       TCO-0072         P       TCO-0073         P       TCO-0074         P       TCO-0074         P       TCO-0075         P       TCO-0076         P       TCO-0076         P       TCO-0077         P       TCO-0078         P       TCO-0079         P       TCO-0080         P       TCO-0081         P       TCO-0082         P       TCO-0083         P       TCO-0084         A       TCO-0085         B       TCO-0086         B-1       TCO-0087         B-2       TCO-0088         C       TCO-0089         C-1       TCO-0089         C-1       TCO-0090         C-2       TCO-0091         C-3       TCO-0093	

## Docket No. RP24- -000 Columbia Gas Transmission, LLC **Rate Case Transmittal Letter**

			Appendix C
Difference Between Present Book Depreciation Rates and Depreciation Rates Not	D-1	TCO-0096	COS-1.xlsx
Yet Approved by FERC			
Methods and Procedures Followed in Depreciating, Depleting or Amortizing Plant	D-2	TCO-0097	COS-1.xlsx
and Recording Abandonment			
Working Capital	Е	TCO-0098	COS-1.xlsx
Cash Working Capital Computation	E-1	TCO-0099	COS-1.xlsx
Materials & Supplies and Prepayments	E-2	TCO-0100	COS-1.xlsx
Gas Stored Underground for Resale	E-3	TCO-0101	COS-1.xlsx
Claimed Rate of Return on Equity	F-1	TCO-0102	COS-1.xlsx
Capitalization and Cost of Capital	F-2	TCO-0103	COS-1.xlsx
Long-Term Debt (Debt Capital)	F-3	TCO-0104	COS-1.xlsx
Preferred Stock Capital	F-4	TCO-0105	COS-1.xlsx
Primary and Preferred Case - Summary of Revenues, Credits, and Billing	G	TCO-0106	COS-2.xlsx; COS-6.xlsx
Determinants			
Billing Determinants and Revenues - Base Period	G-1	TCO-0107	COS-2.xlsx; COS-3.xlsx; COS-
			4.xlsx; COS-5.xlsx
Billing Determinants and Revenues - Primary and Preferred Case - Adjustment	G-2	TCO-0108	COS-6.xlsx
Period			
Primary and Preferred Case - Reconciliation of Base Period to Adjustment Period	G-3	TCO-0109	COS-7.xlsx
At-Risk Revenues	G-4	TCO-0110	COS-1.xlsx
Other Revenues	G-5	TCO-0111	COS-1.xlsx
Miscellaneous Revenues	G-6	TCO-0112	COS-1.xlsx
Operation and Maintenance Expenses Summary	H-1	TCO-0113	COS-1.xlsx
Summary of System Labor, Materials and Other Expenses, and Expenses Applicable	H-1(1)	TCO-0114	COS-1.xlsx
to Accounts 810 and 812			
Total System Labor Costs	H-1(1)(a)	TCO-0115	COS-1.xlsx
Material and Other Expenses Exclusive of Gas Costs	H-1(1)(b)	TCO-0116	COS-1.xlsx
Gas Operation and Maintenance Expenses	H-1(1)(c)	TCO-0117	COS-1.xlsx
Detail of Administrative and General Expenses	H-1(2)	TCO-0118	COS-1.xlsx
Gas Operation and Maintenance Expenses	H-1(2)(a)	TCO-0119	COS-1.xlsx

H-1(2)(b)

H-1(2)(c)

H-1(2)(d)

H-1(2)(e)

H-1(2)(f)

H-1(2)(g)

TCO-0120

TCO-0121

TCO-0122

TCO-0123

TCO-0124

TCO-0125

COS-1.xlsx

COS-1.xlsx

COS-1.xlsx

COS-1.xlsx

COS-1.xlsx

COS-1.xlsx

Advertising Expenses

Office Supplies and Expenses

**Outside Services Employed** 

**Employee Pensions and Benefits** 

**Regulatory Commission Expenses** 

Administrative Expenses Transferred Credit

		Appendix C
H-1(2)(h)	TCO-0126	COS-1.xlsx
H-1(2)(i)	TCO-0127	COS-1.xlsx
H-1(2)(j)	TCO-0128	COS-1.xlsx
H-1(2)(k)	TCO-0129	COS-1.xlsx
H-2	TCO-0130	COS-1.xlsx
H-2(1)	TCO-0131	COS-1.xlsx
H-3	TCO-0132	COS-1.xlsx
H-3(1)	TCO-0133	COS-1.xlsx
H-3(2)	TCO-0134	COS-1.xlsx
H-4	TCO-0135	COS-1.xlsx
H-4	TCO-0136	COS-1.xlsx
Ι	TCO-0137	COS-1.xlsx
I-1	TCO-0138	COS-1.xlsx
I-1(a)	TCO-0139	COS-1.xlsx
I-1(b)	TCO-0140	COS-1.xlsx
I-1(c)	TCO-0141	COS-8.xlsx
I-1(d)	TCO-0142	COS-1.xlsx
I-2	TCO-0143	COS-8.xlsx
I-3	TCO-0144	COS-8.xlsx
I-4	TCO-0145	COS-1.xlsx
I-5	TCO-0146	COS-1.xlsx
J	TCO-0147	COS-8.xlsx
J	TCO-0148	COS-8.xlsx
J-1	TCO-0149	COS-8.xlsx
J-1	TCO-0150	COS-8.xlsx
J-2	TCO-0151	COS-8.xlsx
J-2	TCO-0152	COS-8.xlsx
L	TCO-0153	COS-1.xlsx
М	TCO-0154	COS-1.xlsx
0	TCO-0155	Exhibit No. TCO-0155.pdf
	H-1(2)(i)         H-1(2)(j)         H-1(2)(k)         H-2         H-2(1)         H-3         H-3(2)         H-4         H-4         I-1         I-1(a)         I-1(c)         I-1(d)         I-2         I-3         J-1         J-1         J-2         J-3          J-4          J-1          J-2          J-2          J-2          J-3          J-4          J-5          J-1          J-2	H-1(2)(i)       TCO-0127         H-1(2)(j)       TCO-0128         H-1(2)(k)       TCO-0129         H-2       TCO-0130         H-2(1)       TCO-0131         H-3       TCO-0132         H-3(1)       TCO-0133         H-3(2)       TCO-0134         H-4       TCO-0135         H-4       TCO-0136         I       TCO-0137         I-1       TCO-0138         I-1(a)       TCO-0139         I-1(b)       TCO-0140         I-1(c)       TCO-0141         I-1(c)       TCO-0142         I-2       TCO-0143         I-3       TCO-0144         I-4       TCO-0145         I-5       TCO-0144         I-4       TCO-0147         J       TCO-0148         J-1       TCO-0149         J-1       TCO-0150         J-2       TCO-0151         J-2       TCO-0152         L       TCO-0153         M       TCO-0154

## STATEMENT OF AUTHORIZED ACCOUNTING REPRESENTATIVE PURSUANT TO 18 C.F.R. § 154.308 RATE FILING OF COLUMBIA GAS TRANSMISSION, LLC DATED

## **SEPTEMBER 30, 2024**

## TO THE FEDERAL ENERGY REGULATORY COMMISSION:

I, Philip J. Antolin, Director, U.S. Pipeline Accounting, Columbia Pipelines Management Company LLC., the company responsible for the operation of Columbia Gas Transmission, LLC ("Columbia"), do hereby represent that the cost statements, supporting data, and workpapers submitted as part of the above-mentioned filing by Columbia, which purport to represent the books of Columbia, do, in fact, set forth the results shown by such books.

Philip J. Antolin Director, U.S. Pipeline Accounting Columbia Pipelines Management Company LLC