



February 1, 2024

**Columbia Gas Transmission, LLC**  
700 Louisiana Street, Suite 1300  
Houston, TX 77002-2700

Ms. Debbie-Anne Reese, Acting Secretary  
Federal Energy Regulatory Commission  
888 First Street, NE  
Washington, DC 20426

Jonathan Scullion  
Manager, Tariffs

**tel** (832) 320-5520  
**email** Jonathan\_Scullion@tcenergy.com  
**web** <https://ebb.tceconnects.com>

Re: Columbia Gas Transmission, LLC  
Negotiated Rate Amendment  
Docket No. RP24-\_\_\_\_-000

Dear Ms. Reese:

Pursuant to Section 4 of the Natural Gas Act (“NGA”) and Part 154 of the Federal Energy Regulatory Commission’s (“FERC” or “Commission”) regulations,<sup>1</sup> Columbia Gas Transmission, LLC (“Columbia”) submits for filing and acceptance revised tariff section Part 1 – Table of Contents to be part of its FERC Gas Tariff, Original Volume No. 1.1 (“Tariff No. 1.1”), and one (1) tariff record with an amended negotiated rate service agreement containing a non-conforming provision (“Agreement” or “Contract No. 255792-1”), included herein as Appendix A.<sup>2</sup> Columbia respectfully requests that the Commission accept the proposed tariff section and tariff record to become effective February 1, 2024, as further described below.

**Correspondence**

The names, titles and mailing address of the persons to whom correspondence and communications concerning this filing should be directed are as follows:

John P. Ryan \*  
Sr. Legal Counsel  
Columbia Gas Transmission, LLC  
700 Louisiana Street, Suite 1300

Sorana Linder  
Director, Rates, Tariffs & Modernization  
Jonathan Scullion \*  
Manager, Tariffs

<sup>1</sup> 18 C.F.R. Part 154 (2024).

<sup>2</sup> *Electronic Tariff Filings*, 124 FERC ¶ 61,270 (2008) (“Order No. 714”). Order No. 714 at P 42. Order No. 714 states that “Negotiated rate agreements... need not be divided but can be filed as entire documents.” Columbia has elected to file the Agreement included herein as a whole document, in PDF format.

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Columbia Gas Transmission, LLC  
700 Louisiana Street, Suite 1300  
Houston, Texas 77002-2700  
Tel. (832) 320-5520  
E-mail: jonathan\_scullion@tcenergy.com

\* Persons designated for official service pursuant to Rule 2010.

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

On October 31, 1996, in Docket No. RP96-390-000,<sup>3</sup> the Commission approved Section VII.46 of the General Terms and Conditions of Columbia’s FERC Gas Tariff Fourth Revised Volume No. 1 (“Tariff”), which authorized Columbia to enter into negotiated rate agreements with its customers. Columbia submits for filing the referenced Agreement, included as Appendix A. Columbia advises that no undisclosed agreements, etc. are linked to the Agreement. Furthermore, the Agreement included herein does not modify the non-conforming provision previously accepted by the Commission, or add any new provision that is either non-conforming or a material deviation from the applicable Form of Service Agreement in Columbia’s Tariff.<sup>4</sup>

On December 29, 2023, Columbia submitted Contract Number 255792 (“Contract No. 255792”) in Docket No. RP24-289-000 as a non-conforming negotiated rate agreement between Columbia Gas of Virginia, Inc. (“CGV”) and Columbia. The Commission accepted the above filing, including Contract No. 255792, in a non-published letter order dated January 18, 2024.<sup>5</sup>

Columbia is filing Contract No. 255792-1 as an amended agreement for firm transportation service under Rate Schedule FTS because Columbia and CGV have mutually agreed to (i) change a primary delivery point, and (ii) decrease the negotiated daily demand rate to \$0.6933 per dekatherm per day. Attached to Contract No. 255792-1 is an Amended and Restated Negotiated Rate Letter Agreement, which reflects the parties’ agreed-upon rates and other rate provisions for firm service. Contract No. 255792-1 is included in Appendix A as tariff record 4.3.

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<sup>3</sup> See *Columbia Gas Transmission Corporation*, 77 FERC ¶ 61,093 (1996), *order on compliance filing*, 78 FERC ¶ 61,263, *reh’g*, 81 FERC ¶ 61,206 (1997).

<sup>4</sup> Specifically, Section VIII.1 – Service Agreement Forms, FTS, NTS, NTS-S, TPS, SST, OPT, ITS and GTS.

<sup>5</sup> See *Columbia Gas Transmission, LLC*, Docket No. RP24-289-000 (January 18, 2024) (unpublished Director’s Letter Order). The non-conforming provision contained in Contract No. 255792-1, included in Appendix A, remains unchanged from that previously accepted by the Commission.

To conform with Order No. 714, Columbia is submitting the Agreement individually and in its entirety as tariff record 4.3.<sup>6</sup> Additionally, a revised Table of Contents is submitted herein as part of Appendix A to reflect the amended Agreement.

### **Request for Waiver and Effective Date**

Columbia respectfully requests that the Commission grant all waivers of its regulations, including Section 154.207, necessary to accept the Agreement and Table of Contents, included herein as Appendix A, to become effective February 1, 2024.<sup>7</sup>

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

There are no other filings before the Commission that may significantly affect the changes proposed herein.

### **Contents of Filing**

In accordance with Section 154.7 of the Commission's regulations, Columbia is submitting the following via its electronic tariff filing:

1. This transmittal letter;
2. A clean version of the tariff section and tariff record (Appendix A); and
3. A marked version of the tariff section and tariff record (Appendix B).

### **Certificate of Service**

As required by Sections 154.7(b) and 154.208 of the Commission's regulations, a copy of this filing is being served upon all of Columbia's existing customers and interested state regulatory agencies. A copy of this letter, together with any attachments, is available during regular business hours for public inspection at Columbia's principal place of business.

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<sup>6</sup> Consistent with Commission policy, the Agreement provides the essential elements for negotiated rate transactions, including: (1) the exact legal name of the shipper; (2) the negotiated rate; (3) the applicable rate schedule; (4) the receipt and delivery points; and (5) the contract quantities.

<sup>7</sup> See *Statement of Policy on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines*, 74 FERC ¶ 61,076 at 61, 241-242 (1996) (indicating that the Commission will "readily grant requests to waive the 30-day requirement").

Pursuant to Section 385.2005 of the Commission's regulations, the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best of his knowledge and belief. Additionally, the undersigned possesses full power and authority to sign such filing.

Any questions regarding this filing may be directed to Jonathan Scullion at (832) 320-5520.

Respectfully submitted,

**COLUMBIA GAS TRANSMISSION, LLC**

A handwritten signature in cursive script that reads "Jonathan Scullion". The signature is written in black ink and is positioned above a solid horizontal line.

Jonathan Scullion  
Manager, Tariffs

Enclosures

# Appendix A

## Clean Tariff

*Columbia Gas Transmission, LLC  
FERC Gas Tariff, Original Volume No. 1.1*

**Tariff Section**

**Version**

|   |                   |           |
|---|-------------------|-----------|
| 1 | Table of Contents | v.108.0.0 |
|---|-------------------|-----------|

**Tariff Record**

**Version**

|     |   |         |
|-----|---|---------|
| 4.3 | FTS Service Agreement No. 255792-1 – Columbia Gas of Virginia, Inc. | v.6.0.0 |
|-----|---|---------|

TABLE OF CONTENTS

Volume No. 1.1

|              |  |
|--------------|--|
| Section 1.   | Table of Contents  |
| Section 2.   | Non-Conforming Service Agreements                          |
| Section 2.1  | 78653-0 – FTS – UGI Utilities, Inc.                        |
| Section 2.2  | Reserved for Future Use                                    |
| Section 2.3  | 71024-4 – NTS – Virginia Power Services Energy Corp., Inc. |
| Section 2.4  | 79111-6 – SST – Columbia Gas of Virginia, Inc.             |
| Section 2.5  | 147053-1 – FTS – Reynolds Consumer Products, LLC           |
| Section 2.6  | Reserved for Future Use                                    |
| Section 2.7  | Reserved for Future Use                                    |
| Section 2.8  | Reserved for Future Use                                    |
| Section 2.9  | Reserved for Future Use                                    |
| Section 2.10 | Reserved for Future Use                                    |
| Section 2.11 | Reserved for Future Use                                    |
| Section 2.12 | Reserved for Future Use                                    |
| Section 2.13 | Reserved for Future Use                                    |
| Section 2.14 | Reserved for Future Use                                    |
| Section 2.15 | 50473-12 – FTS – Columbia Gas of Virginia, Inc.            |
| Section 2.16 | 77309-0 – FTS – Columbia Gas of Virginia, Inc.             |
| Section 2.17 | 62077-8 – FTS – International Paper Company                |
| Section 2.18 | 60536-5 – SST – Virginia Natural Gas, Inc.                 |

|              |   |
|--------------|---|
| Section 2.19 | 147784-1 – FTS – Columbia Gas of Virginia, Inc. |
| Section 2.20 | Reserved for Future Use                         |
| Section 2.21 | Reserved for Future Use                         |
| Section 2.22 | Reserved for Future Use                         |
| Section 2.23 | Reserved for Future Use                         |
| Section 2.24 | Reserved for Future Use                         |
| Section 2.25 | Reserved for Future Use                         |
| Section 2.26 | Reserved for Future Use                         |
| Section 2.27 | Reserved for Future Use                         |
| Section 2.28 | Reserved for Future Use                         |
| Section 2.29 | Reserved for Future Use                         |
| Section 2.30 | Reserved for Future Use                         |
| Section 2.31 | Reserved for Future Use                         |
| Section 2.32 | Reserved for Future Use                         |
| Section 2.33 | Reserved for Future Use                         |
| Section 2.34 | 6890-0 – FSS – City of Charlottesville          |
| Section 2.35 | 6801-0 – SST – City of Charlottesville          |
| Section 2.36 | Reserved for Future Use                         |
| Section 2.37 | Reserved for Future Use                         |
| Section 2.38 | Reserved for Future Use                         |
| Section 2.39 | Reserved for Future Use                         |
| Section 2.40 | 78193-8 – FTS – City of Richmond, Virginia      |

Section 2.41 78194-10 – SST – City of Richmond, Virginia

Section 2.42 78195-7 – FSS – City of Richmond, Virginia

Section 3. Negotiated Rate Service Agreements

Section 3.1 274482 – FTS – Gunvor USA LLC

Section 3.2 274233 – FTS – NRG Business Marketing LLC

Section 3.3 185307-2 – FTS – Diversified Production LLC

Section 3.4 273599 – FTS – Vitol Inc.

Section 3.5 272830 – FTS – Direct Energy Business Marketing, LLC

Section 3.6 264073 – FTS – Constellation Energy Generation, LLC

Section 3.7 198766-1 – FTS – Columbia Gas of Ohio, Inc.

Section 3.8 274163-0 – FTS-WBX – MU Marketing LLC

Section 3.9 289490-0 – FTS-MXP – Vitol Inc.

Section 3.10 131579-0 – FTS – Northeast Natural Energy, LLC

Section 3.11 282022-0 – FTS – CNX Gas Company LLC

Section 3.12 282023-0 – FTS – Citadel Energy Marketing LLC

Section 3.13 6800-1 – SST – Washington Gas Light Company

Section 3.14 7599-1 – SST – Washington Gas Light Company

Section 3.15 203665-0 – FTS – CNX Gas Company, LLC

Section 3.16 289491-0 – FTS – Vitol Inc.

Section 3.17 205990-0 – FTS – EQT Energy, LLC

Section 3.18 205991-0 – FTS – EQT Energy, LLC

Section 3.19 277300-0 – FSS – Colonial Energy, Inc.



|              |   |
|--------------|---|
| Section 3.20 | 277540-0 – FSS – Vitol Inc.   |
| Section 3.21 | 277301-0 – FSS – United Energy Trading, LLC   |
| Section 3.22 | 279977-2 – FSS – Macquarie Energy LLC   |
| Section 3.23 | 280470-0 – FSS – Dynegy Marketing and Trade, LLC  |
| Section 3.24 | 290896-0 – FTS – NRG Business Marketing LLC   |
| Section 3.25 | 198823-0 – FTS – CNX Gas Company, LLC   |
| Section 3.26 | 198824-3 – FTS – CNX Gas Company, LLC   |
| Section 3.27 | 209874-0 – NTS-S – Essential Power Rock Springs, LLC  |
| Section 3.28 | 283895-0 – FTS-MXP – Vitol Inc.   |
| Section 3.29 | 284381-0 – FTS-MXP – Macquarie Energy LLC   |
| Section 3.30 | 286800-0 – FTS-MXP – Citadel Energy Marketing LLC   |
| Section 3.31 | 135463-1 – FTS – EQT Production Company   |
| Section 3.32 | 135578-3 – FTS – EQT Production Company   |
| Section 3.33 | 288771-0 – FTS – CNX Gas Company LLC  |
| Section 3.34 | 289236-0 – FTS – Gunvor USA LLC   |
| Section 3.35 | 289275-0 – FTS – NRG Business Marketing LLC   |
| Section 3.36 | 289290-0 – FTS – NRG Business Marketing LLC   |
| Section 3.37 | Reserved for Future Use   |
| Section 3.38 | Reserved for Future Use   |
| Section 3.39 | Reserved for Future Use   |
| Section 3.40 | 3345-2 – PAL – Castleton Commodities Merchant Trading, LP<br>(Transaction Nos. 14277 and 14280) |

|              |  |
|--------------|--|
| Section 3.41 | 100483 – PAL – JP Morgan Ventures Energy Corporation<br>(Transaction Nos. 14251, 14257, 14278, 14279, 14284 and 14290) |
| Section 3.42 | 100965-5 – PAL – Citigroup Energy Inc.<br>(Transaction Nos. 14256 and 14294)   |
| Section 3.43 | 139416 – PAL – Wells Fargo Commodities, LLC<br>(Transaction Nos. 14285, 14291 and 14295)                               |
| Section 3.44 | 157980-1 – PAL – DTE Energy Trading, Inc.<br>(Transaction Nos. 14142, 14254, 14262 and 14276)                          |
| Section 3.45 | 10216-1 – PAL – Macquarie Energy LLC<br>(Transaction Nos. 14141 and 14157)   |
| Section 3.46 | 139416 – PAL – Wells Fargo Commodities, LLC<br>(Transaction No. 14137)   |
| Section 3.47 | 159646 – PAL – Mercuria Energy America, LLC<br>(Transaction No. 14172)   |
| Section 3.48 | 178696 – PAL – Citadel Energy Marketing LLC<br>(Transaction No. 14140)   |
| Section 3.49 | Reserved for Future Use  |
| Section 3.50 | Reserved for Future Use  |
| Section 3.51 | Reserved for Future Use  |
| Section 3.52 | 178689-0 – FTS – EQT Energy, LLC   |
| Section 3.53 | Reserved for Future Use  |
| Section 3.54 | Reserved for Future Use  |
| Section 3.55 | Reserved for Future Use  |
| Section 3.56 | Reserved for Future Use  |
| Section 3.57 | Reserved for Future Use  |
| Section 3.58 | Reserved for Future Use  |

|              |   |
|--------------|---|
| Section 3.59 | Reserved for Future Use                               |
| Section 3.60 | Reserved for Future Use                               |
| Section 3.61 | Reserved for Future Use                               |
| Section 3.62 | Reserved for Future Use                               |
| Section 3.63 | Reserved for Future Use                               |
| Section 3.64 | Reserved for Future Use                               |
| Section 3.65 | 239496-0 – FTS – Diversified Production LLC           |
| Section 3.66 | Reserved for Future Use                               |
| Section 3.67 | Reserved for Future Use                               |
| Section 3.68 | Reserved for Future Use                               |
| Section 3.69 | 198793-1 – FTS – Greylock Production, LLC             |
| Section 3.70 | Reserved for Future Use                               |
| Section 3.71 | Reserved for Future Use                               |
| Section 3.72 | Reserved for Future Use                               |
| Section 3.73 | Reserved for Future Use                               |
| Section 3.74 | Reserved for Future Use                               |
| Section 3.75 | Reserved for Future Use                               |
| Section 3.76 | Reserved for Future Use                               |
| Section 3.77 | Reserved for Future Use                               |
| Section 3.78 | Reserved for Future Use                               |
| Section 3.79 | 250290-0 – FTS – Virginia Power Services Energy Corp. |
| Section 3.80 | Reserved for Future Use                               |

|              |   |
|--------------|---|
| Section 3.81 | Reserved for Future Use                             |
| Section 3.82 | Reserved for Future Use                             |
| Section 3.83 | 266898-0 – OPT30 – Vitol Inc.                       |
| Section 3.84 | 266908-0 – OPT60 – Vitol Inc.                       |
| Section 3.85 | 241816-2 – FTS - Columbia Gas of Ohio, Inc.         |
| Section 3.86 | 259732-0 – OPT30 – Vitol Inc.                       |
| Section 3.87 | 259733-0 – OPT60 – Vitol Inc.                       |
| Section 3.88 | 259925-0 – OPT30 – Colonial Energy, Inc.            |
| Section 3.89 | 263830-0 – FSS – United Energy Trading, LLC         |
| Section 3.90 | 262963-0 – FSS – Colonial Energy, Inc.              |
| Section 3.91 | 262964-0 – FSS – Vitol Inc.                         |
| Section 3.92 | 264870-0 – FTS-WBX – MU Marketing LLC               |
| Section 3.93 | 264871-0 – FTS-WBX – MU Marketing LLC               |
| Section 3.94 | 264875-0 – FTS-WBX – MU Marketing LLC               |
| Section 4.   | Non-Conforming / Negotiated Rate Service Agreements |
| Section 4.1  | 6798-0 – FSS – Columbia Gas of Virginia, Inc.       |
| Section 4.2  | 232970-0 – FTS – Range Resources – Appalachia, LLC  |
| Section 4.3  | 255792-1 – FTS – Columbia Gas of Virginia, Inc.     |
| Section 4.4  | 6796-0 – SST – Columbia Gas of Virginia, Inc.       |
| Section 4.5  | 6799-0 – FSS – Easton Utilities Commission          |
| Section 4.6  | 6797-0 – SST – Easton Utilities Commission          |
| Section 4.7  | 6802-0 – FSS – Washington Gas Light Company         |

|              |   |
|--------------|---|
| Section 4.8  | 172580-4 – FTS – Ascent Resources – Utica, LLC              |
| Section 4.9  | 139080-4 – FTS – Virginia Power Services Energy Corp., Inc. |
| Section 4.10 | 139085-3 – NTS – Virginia Power Services Energy Corp., Inc. |
| Section 4.11 | 155679-0 – FT-C – City of Richmond, Virginia                |
| Section 4.12 | 155684-0 – FT-C – Columbia Gas of Virginia, Inc.            |
| Section 4.13 | 155699-0 – FT-C – Virginia Natural Gas, Inc.                |
| Section 4.14 | 151487-0 – FTS – Celanese Acetate LLC                       |
| Section 4.15 | 150679-0 – FTS – Range Resources-Appalachia, LLC            |
| Section 4.16 | Reserved for Future Use                                     |
| Section 4.17 | 149759-5 – FTS – Antero Resources Corporation               |
| Section 4.18 | 149760-11 – FTS – Antero Resources Corporation              |
| Section 4.19 | 161147-2 – FTS – SWN Energy Services Company, LLC           |
| Section 4.20 | 161148-2 – FTS – SWN Energy Services Company, LLC           |
| Section 4.21 | 161144-3 – FTS – South Jersey Resources Group, LLC          |
| Section 4.22 | Reserved for Future Use                                     |
| Section 4.23 | 161137-4 – FTS – Coterra Energy, Inc.                       |
| Section 4.24 | Reserved for Future Use                                     |
| Section 4.25 | 161129-2 – FTS – New Jersey Natural Gas Company             |
| Section 4.26 | 161136-2 – NTS – New Jersey Natural Gas Company             |
| Section 4.27 | 161135-1 – FTS – South Jersey Gas Company                   |
| Section 4.28 | Reserved for Future Use                                     |
| Section 4.29 | 173522-0 – FTS – Kentucky Power Company                     |

|              |  |
|--------------|--|
| Section 4.30 | 244599-0 – FTS – SWN Energy Services Company, LLC  |
| Section 4.31 | 173261-1 – FTS – Range Resources Appalachia, LLC   |
| Section 4.32 | 173446-1 – FTS – Kaiser Marketing Appalachian, LLC |
| Section 4.33 | 198520-1 – FTS – EQT Energy, LLC                   |
| Section 4.34 | 186926-0 – FTS – CNX Gas Company, LLC              |
| Section 4.35 | 195969-3 – FTS – Ascent Resources – Utica, LLC     |
| Section 4.36 | 205994-0 – FTS – EQT Energy, LLC                   |
| Section 4.37 | 176700-14 – FTS – Antero Resources Corporation     |
| Section 4.38 | Reserved for Future Use                            |
| Section 4.39 | Reserved for Future Use                            |
| Section 4.40 | 176681-2 – FTS - Washington Gas Light Company      |
| Section 4.41 | 176701-0 – FTS – Antero Resources Corporation      |
| Section 4.42 | 210090-1 – FTS – Washington Gas Light Company      |
| Section 4.43 | 198792-3 – FTS – Antero Resources Corporation      |
| Section 4.44 | Reserved for Future Use                            |
| Section 4.45 | 198794-2 – FTS – Kaiser Marketing Appalachian, LLC |
| Section 4.46 | 198795-3 – FTS – Equinor Natural Gas, LLC          |
| Section 4.47 | 198796-2 – FTS – Equinor Natural Gas, LLC          |
| Section 4.48 | 198797-5 – FTS – SWN Energy Services Company, LLC  |
| Section 4.49 | 287537-0 – FTS – EQT Energy, LLC                   |
| Section 4.50 | 215082-1 – FTS – SWN Energy Services Company, LLC  |
| Section 4.51 | 237931-0 – FTS – Vermillion Power, L.L.C.          |

Section 4.52 216576-1 – FTS – SWN Energy Services Company, LLC

Section 4.53 242784-0 – FTS – CNX Gas Company, LLC

Section 4.54 249339 – FTS – Chevron U.S.A. Inc.

Section 5. X-Rate Schedule Amendments

Section 5.1 Rate Schedule X-131 Amendment – City of Richmond, Va

Section 5.2 Rate Schedule X-132 Amendment – Columbia Gas of Virginia

Section 5.3 Rate Schedule X-133 Amendment – Virginia Natural Gas

Columbia Gas Transmission, LLC  
FERC NGA Gas Tariff  
Baseline Tariffs  
Proposed Effective Date: February 1, 2024  
FTS Service Agreement No. 255792-1 – Columbia Gas of Virginia, Inc.  
Option Code A



Service Agreement No. 255792  
Revision No. 1

## FTS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 24th day of January, 2024, by and between COLUMBIA GAS TRANSMISSION, LLC (“Transporter”) and COLUMBIA GAS OF VIRGINIA, INC. (“Shipper”).

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Service to be Rendered. Transporter shall perform and Shipper shall receive service in accordance with the provisions of the effective FTS Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Fourth Revised Volume No. 1 (“Tariff”), on file with the Federal Energy Regulatory Commission (“Commission”), as the same may be amended or superseded in accordance with the rules and regulations of the Commission. The maximum obligation of Transporter to deliver gas hereunder to or for Shipper, the designation of the points of delivery at which Transporter shall deliver or cause gas to be delivered to or for Shipper, and the points of receipt at which Shipper shall deliver or cause gas to be delivered, are specified in Appendix A, as the same may be amended from time to time by agreement between Shipper and Transporter, or in accordance with the rules and regulations of the Commission.

Section 2. Term. Service under this Agreement shall commence as of the date that Transporter is legally authorized to provide, and physically capable of providing, the service (“In-Service Date”) and shall continue in full force and effect until twenty (20) years thereafter (“Initial Term”). Pre-granted abandonment shall apply upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's regulations and Transporter's Tariff.

Shipper shall have the right to extend the Initial Term for up to two successive 5-year terms (each, an “Extended Term”), exercisable by Shipper providing written notice to Transporter no later than twenty-four (24) months prior to the expiration of the Initial Term and/or the Extended Term, as applicable; provided, however, for any Extended Term(s), Shipper must contract for a quantity equal to the quantity for which it contracted during the Initial Term. Any Extended Term will be priced at the Project Rate set forth in an amendment to this Service Agreement, titled “Negotiated Rate Letter Agreement,” as may be amended from time to time, and attached hereto as Appendix B. If Shipper extends its service for both of the Extended Terms, Shipper shall be granted a contractual right of first refusal (“ROFR”), to be exercised by providing TCO written notice no later than one (1) year prior to the expiration of the second Extended Term.

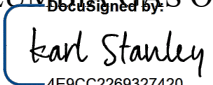
Section 3. Rates. Shipper shall pay Transporter the charges and furnish Retainage as described in the above-referenced Rate Schedule, unless otherwise agreed to by the parties in writing and specified as an amendment to this Service Agreement. Transporter may agree to


discount its rate to Shipper below Transporter's maximum rate, but not less than Transporter's minimum rate. Such discounted rate may apply to: (a) specified quantities (contract demand or commodity quantities); (b) specified quantities above or below a certain level or all quantities if quantities exceed a certain level; (c) quantities during specified time periods; (d) quantities at specified points, locations, or other defined geographical areas; (e) that a specified discounted rate will apply in a specified relationship to the quantities actually transported (i.e., that the reservation charge will be adjusted in a specified relationship to quantities actually transported); (f) production and/or reserves committed by the Shipper; and (g) based on a formula including, but not limited to, published index prices for specific receipt and/or delivery points or other agreed-upon pricing points, provided that the resulting rate shall be no lower than the minimum nor higher than the maximum applicable rate set forth in the Tariff. In addition, the discount agreement may include a provision that if one rate component which was at or below the applicable maximum rate at the time the discount agreement was executed subsequently exceeds the applicable maximum rate due to a change in Transporter's maximum rate so that such rate component must be adjusted downward to equal the new applicable maximum rate, then other rate components may be adjusted upward to achieve the agreed overall rate, so long as none of the resulting rate components exceed the maximum rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission order accepts revised tariff sections. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates, which had been charged under a discount agreement, exceeded rates which ultimately are found to be just and reasonable.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 700 Louisiana, Suite 1300, Houston, Texas 77002, Attention: Manager, Business Development and notices to Shipper shall be addressed to it at Columbia Gas of Virginia, Inc., 290 W. Nationwide Blvd., Columbus, OH 43215, Attention: Brad Stuck, until changed by either party by written notice.

Section 5. Superseded Agreements. This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreement(s): FTS No. 255792, Revision No. 0.

Section 6. Credit Annex. The credit requirements appended hereto as Attachment A are incorporated herein by reference with full force and effect and are made a part of this Service Agreement as though restated herein verbatim.

COLUMBIA GAS OF VIRGINIA, INC.  
By  Karl Stanley  
Title VP Supply & Optimization  
Date 1/23/2024

COLUMBIA GAS TRANSMISSION, LLC  
By   
Title Vice President  
Date Jan 24, 2024



1/23/2024



1/23/2024

JR

BS



Appendix A to Service Agreement No. 255792-1  
 Under Rate Schedule FTS  
 between Columbia Gas Transmission, LLC (“Transporter”)  
 and Columbia Gas of Virginia, Inc. (“Shipper”)

Transportation Demand

| <u>Begin Date</u> | <u>End Date</u> | <u>Transportation Demand Dth/day</u> | <u>Recurrence Interval</u> |
|-------------------|-----------------|--------------------------------------|----------------------------|
| 1/                | 1/              | 35,000                               | 1/1 – 12/31                |

Primary Receipt Points

| <u>Begin Date</u> | <u>End Date</u> | <u>Scheduling Point No.</u> | <u>Scheduling Point Name</u> | <u>Measuring Point No.</u> | <u>Measuring Point Name</u> | <u>Maximum Daily Quantity (Dth/day)</u> | <u>Minimum Receipt Pressure Obligation (psig) 2/</u> | <u>Recurrence Interval</u> |
|-------------------|-----------------|-----------------------------|------------------------------|----------------------------|-----------------------------|---|--|----------------------------|
| 1/                | 1/              | 833097                      | Boswells Tavern              | 833097                     | Boswells Tavern             | 35,000                                  | (psig) 2/  | 1/1 -12/31                 |

Primary Delivery Points

| <u>Begin Date</u> | <u>End Date</u> | <u>Scheduling Point No.</u> | <u>Scheduling Point Name</u> | <u>Measuring Point No.</u> | <u>Measuring Point Name</u> | <u>Maximum Daily Delivery Obligation (Dth/day) 2/</u> | <u>Design Daily Quantity (Dth/day) 2/</u> | <u>Minimum Delivery Pressure Obligation (psig) 2/</u> | <u>Recurrence Interval</u> |
|-------------------|-----------------|-----------------------------|------------------------------|----------------------------|-----------------------------|---|---|---|----------------------------|
| 1/                | 1/              | 30CS-33                     | CGV 01-33                    | 831005                     | Petersburg                  | 2,258   |   |   | 1/1 – 12/31                |
| 1/                | 1/              | 30CS-33                     | CGV 01-33                    | 831015                     | Chester                     | 2,723   |   |   | 1/1 – 12/31                |
| 1/                | 1/              | 30CS-33                     | CGV 01-33                    | 831020                     | Fort Lee                    | 3,106   |   |   | 1/1 – 12/31                |
| 1/                | 1/              | 30CS-33                     | CGV 01-33                    | 831027                     | CGV Colonial Heights        | 1,192   |   |   | 1/1 – 12/31                |
| 1/                | 1/              | 30CS-33                     | CGV 01-33                    | 843375                     | Route 60 Midlothian         | 4,369   |   |   | 1/1 – 12/31                |

|    |    |         |           |        |                            |       |             |
|----|----|---------|-----------|--------|----------------------------|-------|-------------|
| 1/ | 1/ | 30CS-33 | CGV 01-33 | 831054 | CGV Courthouse Green       | 523   | 1/1 – 12/31 |
| 1/ | 1/ | 30CS-33 | CGV 01-33 | 831057 | Oxbridge                   | 3,226 | 1/1 – 12/31 |
| 1/ | 1/ | 30CS-33 | CGV 01-33 | 831074 | Turner Rd                  | 76    | 1/1 – 12/31 |
| 1/ | 1/ | 30CS-33 | CGV 01-33 | 834339 | American Tobacco Plant     | 644   | 1/1 – 12/31 |
| 1/ | 1/ | 30CS-33 | CGV 01-33 | 834514 | Louisa Co Schools          | 190   | 1/1 – 12/31 |
| 1/ | 1/ | 30CS-33 | CGV 01-33 | 837615 | CGV Chesterfield Airport   | 4,200 | 1/1 – 12/31 |
| 1/ | 1/ | 30CS-34 | CGV 01-34 | 831008 | CGV Portsmouth 1           | 6,671 | 1/1 – 12/31 |
| 1/ | 1/ | 30CS-34 | CGV 01-34 | 831026 | Portsmouth 4 - Bowers Hill | 4,534 | 1/1 – 12/31 |
| 1/ | 1/ | 30CS-34 | CGV 01-34 | 831040 | Smithfield                 | 1,092 | 1/1 – 12/31 |
| 1/ | 1/ | 30CS-34 | CGV 01-34 | 834803 | Sussex County Prison       | 83    | 1/1 – 12/31 |
| 1/ | 1/ | 30CS-34 | CGV 01-34 | 836894 | Waverly                    | 113   | 1/1 – 12/31 |

1/ Per Section 2 of the Service Agreement.

2/ Application of MDDOs, DDQs and ADQs, minimum pressure and/or hourly flowrate shall be as follows:

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The Master List of Interconnects (“MLI”) as defined in Section 1 of the General Terms and Conditions of Transporter's Tariff is incorporated herein by reference for purposes of listing valid secondary interruptible receipt points and delivery points.

Yes  No (Check applicable blank) Transporter and Shipper have mutually agreed to a Regulatory Restructuring Reduction Option pursuant to Section 42 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

Yes  No (Check applicable blank) Shipper has a contractual right of first refusal equivalent to the right of first refusal set forth from time to time in Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

Yes  No (Check applicable blank) All gas shall be delivered at existing points of interconnection within the MDDOs, ADQs and/or DDQs, as applicable, set forth in Transporter's currently effective Rate Schedule  Service Agreement No.  Appendix A with Shipper, which are incorporated herein by reference.

Yes  No (Check applicable blank) This Service Agreement covers interim capacity sold pursuant to the provisions of General Terms and Conditions Section 4. Right of first refusal rights, if any, applicable to this interim capacity are limited as provided for in General Terms and Conditions Section 4.

Yes  No (Check applicable blank) This Service Agreement covers offsystem capacity sold pursuant to Section 47 of the General Terms and Conditions. Right of first refusal rights, if any, applicable to this offsystem capacity are limited as provided for in General Terms and Conditions Section 47.

DocuSigned by:  
COLUMBIA GAS OF VIRGINIA, INC.  
By karl Stanley  
4E9CC2269327420...  
Title VP Supply & Optimization  
Date 1/23/2024

COLUMBIA GAS TRANSMISSION, LLC  
By Rmk  
Title Vice President  
Date Jan 24, 2024

DS  
TR

1/23/2024

DS  
BS

1/23/2024

JR

JS

EF

Appendix B to Service Agreement No. 255792-1



Columbia Gas Transmission, LLC  
700 Louisiana, Suite 1300  
Houston, TX 77002

January 18, 2024

Brad Stuck  
Columbia Gas of Virginia, Inc.  
290 W. Nationwide Blvd.  
Columbus, OH 43215  
Email: bstuck@nisource.com

RE: FTS Service Agreement No. 255792-1  
Amended and Restated Negotiated Rate Letter Agreement

Dear Brad:

This Amended and Restated Negotiated Rate Letter Agreement (“NRL”) between Columbia Gas Transmission, LLC (“Transporter” or “TCO”) and Columbia Gas of Virginia, Inc. (“Shipper”), shall set forth the applicable rates and other rate provisions associated with the transportation service provided by Transporter to Shipper pursuant to the above-referenced Service Agreement (“Service”). Transporter and Shipper may be referred to individually as a “Party” or collectively as the “Parties”.

Shipper and Transporter hereby agree:

1. The “Negotiated Reservation Rate” during the term for the transportation service provided shall be those rates and terms agreed upon as set forth in the ATTACHMENT B-1 attached hereto.
2. As a result of the operation of the Negotiated Daily Demand Rate adjustment mechanism set forth in the Cost Sharing section of the NRL executed by and between the parties and dated November 28, 2022, the Negotiated Daily Demand Rate set forth therein is decreased by \$0.0567 effective as of the In-Service Date (“Negotiated Daily Demand Rate Decrease”). The Negotiated Daily Demand Rate Decrease is included in the Negotiated Daily Demand Rate set forth in ATTACHMENT B-1 attached hereto.

Appendix B to Service Agreement No. 255792-1

- 3. Required Approvals. This NRL, together with the Service Agreement will be filed with the Federal Energy Regulatory Commission (“FERC”) and shall be subject to FERC’s acceptance on terms acceptable to Transporter in its sole discretion. If any terms of this NRL are disallowed by any order, rulemaking, regulation or policy of the FERC, Transporter may terminate this NRL with no further notice to Shipper. If any terms of the Agreement are in any way modified by order, rulemaking, regulation or policy of the FERC, Transporter and Shipper may mutually agree to modify this NRL with the goal of ensuring that the original commercial intent of the Parties is preserved. If the Parties cannot mutually agree to modifications hereto, Transporter reserves the right to terminate this NRL with no further notice to Shipper. Transporter will have no liability for any costs incurred by Shipper or related to the Service rendered or contemplated to be rendered hereunder.
  
- 4. This Amended and Restated Negotiated Rate Letter Agreement replaces and supersedes the Negotiated Rate Letter Agreement by and between the Parties dated November 28, 2022.

Accepted and agreed to this 24th day of January 2024.

Columbia Gas of Virginia, Inc.

By: DocuSigned by:  
Karl Stanley Karl Stanley

Title: VP Supply & Optimization

Date: 1/23/2024

<sup>DS</sup>  
BS

1/23/2024

<sup>DS</sup>  
TR

1/23/2024

Columbia Gas Transmission, LLC

By: Rmk

Title: Vice President

Date: Jan 24, 2024

JR

JS

EF

Columbia Gas Transmission, LLC

By: Kay Lemmon

Title: Director, Transportation Accounting & Contracts

Date: Jan 24, 2024

## Appendix B to Service Agreement No. 255792-1

## ATTACHMENT B-1

## NEGOTIATED RESERVATION RATE

| Primary Receipt Point(s)                       | Primary Delivery Point(s)                            | Transportation Demand (Dth/day) | Initial Term  | Negotiated Daily Demand Rate * | Daily Commodity Rate *   | Rate Schedule |
|--|--|---------------------------------|---|--------------------------------|--|---------------|
| Boswells Tavern (75-007219) (meter no. 833097) | Various Delivery Points in Market Areas 33 and 34 ** | 35,000 Dth/d**                  | In-Service Date through twenty (20) years thereafter. | \$0.6933/Dth/day               | Transporter's maximum generally applicable system commodity rate associated with service under Transporter's Rate Schedule FTS within its Tariff, as such may change from time to time | FTS           |

\* The following terms apply:

- Negotiated Daily Demand Rate applies for the Initial Term of the Service and each Extended Term, and is subject to adjustment in accordance with the Cost Sharing provisions set forth below.
- In addition to the Negotiated Daily Demand Rate and Daily Commodity Rate, Shipper shall pay all maximum applicable demand and commodity surcharges, specified under Rate Schedule FTS set forth in the Transporter's FERC Gas Tariff, Fourth Revised Volume No. 1, as may be amended from time to time ("**Tariff**"), as such may change from time to time. Pursuant to the Tariff, in the event TCO's Virginia Electrification Project ("**Project**") does not qualify for rolled-in rate treatment, the Capital Cost Recovery Mechanism ("**CCRM**") surcharge existing on the date first written above shall not apply to the firm transportation service associated with the Project capacity; provided however, in the event that FERC ever approves a CCRM or any similar type mechanism designed to recover such costs that would apply to Project capacity, Shipper shall pay the CCRM or similar type cost recovery mechanism (collectively, the Negotiated Daily Demand Rate, the Daily Commodity Rate, and all of the foregoing being the "**Project Rate**").



Appendix B to Service Agreement No. 255792-1

- If during the Initial Term of the Service and/or any Extended Term, TCO's maximum Tariff recourse rate under Rate Schedule FTS is, or is expected to be, greater than the Negotiated Daily Demand Rate then TCO may require Shipper to convert its Negotiated Daily Demand Rate to an equivalent discounted daily reservation rate (\$0.75/Dth adjusted, if applicable, in accordance with the Cost Sharing provisions set forth below), and Shipper shall continue to pay all other components of the Project Rate without modification thereto.
- In addition to the above, Shipper shall pay the applicable incremental fuel retention rate related to the Project as approved by FERC; provided, however, that Transporter will endeavor to file with FERC to seek rolled-in fuel treatment for the firm transportation service associated with the Project if, in Transporter's sole discretion, such treatment is appropriate and consistent with FERC policy, regulations, precedent, and guidelines, and if FERC approves such rolled-in fuel treatment, Shipper would pay the general system fuel retention applicable to Transporter's Rate Schedule FTS of Transporter's Tariff.

\*\* The following is the detailed list of Primary Delivery Points and corresponding Transportation Demand:

- Petersburg: 2,258 Dth/d
- Chester: 2,723 Dth/d
- Fort Lee: 3,106 Dth/d
- CGV Colonial Heights: 1,192 Dth/d
- Route 60 Midlothian: 4,369 Dth/d
- Courthouse Green: 523 Dth/d
- Oxbridge: 3,226 Dth/d
- Turner Rd: 76 Dth/d
- American Tobacco Plant: 644 Dth/d
- Louisa Co Schools: 190 Dth/d
- Chesterfield Airport: 4,200 Dth/d
- Portsmouth #1: 6,671 Dth/d
- Portsmouth 4 Bowers Hill: 4,534 Dth/d
- Smithfield: 1,092 Dth/d
- Sussex County Prison: 83 Dth/d
- Waverly: 113 Dth/d

**Secondary Points:**

Shipper shall have secondary receipt point and delivery point access under Transporter's Rate Schedule FTS pursuant to the terms and conditions of the Tariff at Transporter's maximum generally applicable system rates under Transporter's Rate Schedule FTS within the Tariff, as such may change from time to time.

**Cost Sharing:**

Transporter and Shipper shall share any actual Project construction cost overruns or savings compared to the Estimated Costs (defined below) on a 50/50 basis via an adjustment to Shipper's Negotiated Daily Demand Rate (i.e., \$0.75/Dth); provided, however, that such adjustment would

## Appendix B to Service Agreement No. 255792-1

be subject to a rate adjustment cap or floor of plus or minus \$0.10/Dth. Any such adjustment to Shipper's Negotiated Daily Demand Rate shall be effective beginning on the In-Service Date based on the Project's then-estimated final costs, and adjusted, if necessary, to keep the Parties whole as if the actual Project costs were known as of the In-Service Date, as soon as administratively feasible based on the Project's final cost report filed with FERC, but not later than the first anniversary date of the In-Service Date. Shipper would have a one-time audit right to be exercised and completed no later than thirteen (13) months after the first (1st) anniversary date of the In-Service Date, at Shipper's sole cost and expense, to review Transporter's books and records as reasonably necessary to verify the actual construction costs associated with the Project.

To effectuate such cost sharing, Shipper's Negotiated Daily Demand Rate shall be adjusted as follows:

To the extent Actual Project Costs (defined below) exceed Estimated Project Costs (as further defined below), Shipper's Negotiated Daily Demand Rate shall be multiplied by the Capital Cost Overrun Factor ("**CCO Factor**"). The CCO Factor shall be equal to  $1 + [(CCO/EPC) \times 50\%]$ . In no event shall the CCO Factor exceed 1.1333.

To the extent Actual Project Costs (defined below) are less than Estimated Project Costs (as further defined below), Shipper's Negotiated Daily Demand Rate shall be multiplied by the Capital Cost Underrun Factor ("**CCU Factor**"). The CCU Factor shall be equal to  $1 - [(CCU/EPC) \times 50\%]$ . In no event shall the CCU Factor be less than 0.8667.

"**Actual Project Costs**" or "**APC**" shall mean all costs and expenses actually incurred and paid by Transporter, including trailing costs up to twelve (12) months subsequent to the actual In-Service Date, to complete the Project in the manner contemplated by the Project's Precedent Agreement by and between Transporter and Shipper dated and effective as of November 24, 2020 ("**Precedent Agreement**"), including but not limited to (a) all costs and expenses incurred and paid for the engineering, design, permitting, construction, pipeline and equipment procurement, installation and start-up of the Project, including all compression costs, (b) all costs and expenses actually incurred and paid for environmental, right-of-way, legal, consultant, construction management, and regulatory activities, and (c) all direct and allocated internal overhead and administrative costs, provided that such costs are consistent with industry standards. Transporter shall maintain books and records reasonably necessary for Shipper to verify the APC.

"**Estimated Project Costs**" or "**EPC**" shall mean all costs and expenses that are projected to be incurred and paid by Transporter to complete the Project in the manner contemplated by the Precedent Agreement, including but not limited to (a) all costs and expenses projected to be incurred and paid for the engineering, design, permitting, construction, pipeline and equipment procurement, installation and start-up of the Project, including all compression costs, (b) all costs and expenses projected to be incurred and paid for environmental, right-of-way, legal, consultant, construction management, and regulatory activities, (c) all direct and allocated internal overhead and administrative costs, provided that such costs are consistent with industry standards, and (d) a contingency amount equal to at least 10% of (a) and (b). For purposes of determining the adjustment to Shipper's Negotiated Daily Demand Rate pursuant to this provision, the Parties agree that the Estimated Project Costs shall be equal to \$104,406,000.

Appendix B to Service Agreement No. 255792-1

**“Capital Cost Overrun”** or **“CCO”** shall be an amount in U.S. dollars equal to the difference between the APC and the EPC, if APC exceeds EPC.

**“Capital Cost Underrun”** or **“CCU”** shall be an amount in U.S. dollars equal to the difference between the APC and the EPC, if APC is less than EPC.

# Appendix B

## Marked Tariff

*Columbia Gas Transmission, LLC  
FERC Gas Tariff, Original Volume No. 1.1*

**Tariff Section**

**Version**

|   |                   |           |
|---|-------------------|-----------|
| 1 | Table of Contents | v.108.0.0 |
|---|-------------------|-----------|

**Tariff Record**

**Version**

|     |   |         |
|-----|---|---------|
| 4.3 | FTS Service Agreement No. 255792-1 – Columbia Gas of Virginia, Inc. | v.6.0.0 |
|-----|---|---------|

TABLE OF CONTENTS

Volume No. 1.1

|              |  |
|--------------|--|
| Section 1.   | Table of Contents  |
| Section 2.   | Non-Conforming Service Agreements                          |
| Section 2.1  | 78653-0 – FTS – UGI Utilities, Inc.                        |
| Section 2.2  | Reserved for Future Use                                    |
| Section 2.3  | 71024-4 – NTS – Virginia Power Services Energy Corp., Inc. |
| Section 2.4  | 79111-6 – SST – Columbia Gas of Virginia, Inc.             |
| Section 2.5  | 147053-1 – FTS – Reynolds Consumer Products, LLC           |
| Section 2.6  | Reserved for Future Use                                    |
| Section 2.7  | Reserved for Future Use                                    |
| Section 2.8  | Reserved for Future Use                                    |
| Section 2.9  | Reserved for Future Use                                    |
| Section 2.10 | Reserved for Future Use                                    |
| Section 2.11 | Reserved for Future Use                                    |
| Section 2.12 | Reserved for Future Use                                    |
| Section 2.13 | Reserved for Future Use                                    |
| Section 2.14 | Reserved for Future Use                                    |
| Section 2.15 | 50473-12 – FTS – Columbia Gas of Virginia, Inc.            |
| Section 2.16 | 77309-0 – FTS – Columbia Gas of Virginia, Inc.             |
| Section 2.17 | 62077-8 – FTS – International Paper Company                |
| Section 2.18 | 60536-5 – SST – Virginia Natural Gas, Inc.                 |

|              |   |
|--------------|---|
| Section 2.19 | 147784-1 – FTS – Columbia Gas of Virginia, Inc. |
| Section 2.20 | Reserved for Future Use                         |
| Section 2.21 | Reserved for Future Use                         |
| Section 2.22 | Reserved for Future Use                         |
| Section 2.23 | Reserved for Future Use                         |
| Section 2.24 | Reserved for Future Use                         |
| Section 2.25 | Reserved for Future Use                         |
| Section 2.26 | Reserved for Future Use                         |
| Section 2.27 | Reserved for Future Use                         |
| Section 2.28 | Reserved for Future Use                         |
| Section 2.29 | Reserved for Future Use                         |
| Section 2.30 | Reserved for Future Use                         |
| Section 2.31 | Reserved for Future Use                         |
| Section 2.32 | Reserved for Future Use                         |
| Section 2.33 | Reserved for Future Use                         |
| Section 2.34 | 6890-0 – FSS – City of Charlottesville          |
| Section 2.35 | 6801-0 – SST – City of Charlottesville          |
| Section 2.36 | Reserved for Future Use                         |
| Section 2.37 | Reserved for Future Use                         |
| Section 2.38 | Reserved for Future Use                         |
| Section 2.39 | Reserved for Future Use                         |
| Section 2.40 | 78193-8 – FTS – City of Richmond, Virginia      |

Section 2.41 78194-10 – SST – City of Richmond, Virginia

Section 2.42 78195-7 – FSS – City of Richmond, Virginia

Section 3. Negotiated Rate Service Agreements

Section 3.1 274482 – FTS – Gunvor USA LLC

Section 3.2 274233 – FTS – NRG Business Marketing LLC

Section 3.3 185307-2 – FTS – Diversified Production LLC

Section 3.4 273599 – FTS – Vitol Inc.

Section 3.5 272830 – FTS – Direct Energy Business Marketing, LLC

Section 3.6 264073 – FTS – Constellation Energy Generation, LLC

Section 3.7 198766-1 – FTS – Columbia Gas of Ohio, Inc.

Section 3.8 274163-0 – FTS-WBX – MU Marketing LLC

Section 3.9 289490-0 – FTS-MXP – Vitol Inc.

Section 3.10 131579-0 – FTS – Northeast Natural Energy, LLC

Section 3.11 282022-0 – FTS – CNX Gas Company LLC

Section 3.12 282023-0 – FTS – Citadel Energy Marketing LLC

Section 3.13 6800-1 – SST – Washington Gas Light Company

Section 3.14 7599-1 – SST – Washington Gas Light Company

Section 3.15 203665-0 – FTS – CNX Gas Company, LLC

Section 3.16 289491-0 – FTS – Vitol Inc.

Section 3.17 205990-0 – FTS – EQT Energy, LLC

Section 3.18 205991-0 – FTS – EQT Energy, LLC

Section 3.19 277300-0 – FSS – Colonial Energy, Inc.

|              |   |
|--------------|---|
| Section 3.20 | 277540-0 – FSS – Vitol Inc.   |
| Section 3.21 | 277301-0 – FSS – United Energy Trading, LLC   |
| Section 3.22 | 279977-2 – FSS – Macquarie Energy LLC   |
| Section 3.23 | 280470-0 – FSS – Dynegy Marketing and Trade, LLC  |
| Section 3.24 | 290896-0 – FTS – NRG Business Marketing LLC   |
| Section 3.25 | 198823-0 – FTS – CNX Gas Company, LLC   |
| Section 3.26 | 198824-3 – FTS – CNX Gas Company, LLC   |
| Section 3.27 | 209874-0 – NTS-S – Essential Power Rock Springs, LLC  |
| Section 3.28 | 283895-0 – FTS-MXP – Vitol Inc.   |
| Section 3.29 | 284381-0 – FTS-MXP – Macquarie Energy LLC   |
| Section 3.30 | 286800-0 – FTS-MXP – Citadel Energy Marketing LLC   |
| Section 3.31 | 135463-1 – FTS – EQT Production Company   |
| Section 3.32 | 135578-3 – FTS – EQT Production Company   |
| Section 3.33 | 288771-0 – FTS – CNX Gas Company LLC  |
| Section 3.34 | 289236-0 – FTS – Gunvor USA LLC   |
| Section 3.35 | 289275-0 – FTS – NRG Business Marketing LLC   |
| Section 3.36 | 289290-0 – FTS – NRG Business Marketing LLC   |
| Section 3.37 | Reserved for Future Use   |
| Section 3.38 | Reserved for Future Use   |
| Section 3.39 | Reserved for Future Use   |
| Section 3.40 | 3345-2 – PAL – Castleton Commodities Merchant Trading, LP<br>(Transaction Nos. 14277 and 14280) |



|              |  |
|--------------|--|
| Section 3.41 | 100483 – PAL – JP Morgan Ventures Energy Corporation<br>(Transaction Nos. 14251, 14257, 14278, 14279, 14284 and 14290) |
| Section 3.42 | 100965-5 – PAL – Citigroup Energy Inc.<br>(Transaction Nos. 14256 and 14294)   |
| Section 3.43 | 139416 – PAL – Wells Fargo Commodities, LLC<br>(Transaction Nos. 14285, 14291 and 14295)                               |
| Section 3.44 | 157980-1 – PAL – DTE Energy Trading, Inc.<br>(Transaction Nos. 14142, 14254, 14262 and 14276)                          |
| Section 3.45 | 10216-1 – PAL – Macquarie Energy LLC<br>(Transaction Nos. 14141 and 14157)   |
| Section 3.46 | 139416 – PAL – Wells Fargo Commodities, LLC<br>(Transaction No. 14137)   |
| Section 3.47 | 159646 – PAL – Mercuria Energy America, LLC<br>(Transaction No. 14172)   |
| Section 3.48 | 178696 – PAL – Citadel Energy Marketing LLC<br>(Transaction No. 14140)   |
| Section 3.49 | Reserved for Future Use  |
| Section 3.50 | Reserved for Future Use  |
| Section 3.51 | Reserved for Future Use  |
| Section 3.52 | 178689-0 – FTS – EQT Energy, LLC   |
| Section 3.53 | Reserved for Future Use  |
| Section 3.54 | Reserved for Future Use  |
| Section 3.55 | Reserved for Future Use  |
| Section 3.56 | Reserved for Future Use  |
| Section 3.57 | Reserved for Future Use  |
| Section 3.58 | Reserved for Future Use  |

|              |   |
|--------------|---|
| Section 3.59 | Reserved for Future Use                               |
| Section 3.60 | Reserved for Future Use                               |
| Section 3.61 | Reserved for Future Use                               |
| Section 3.62 | Reserved for Future Use                               |
| Section 3.63 | Reserved for Future Use                               |
| Section 3.64 | Reserved for Future Use                               |
| Section 3.65 | 239496-0 – FTS – Diversified Production LLC           |
| Section 3.66 | Reserved for Future Use                               |
| Section 3.67 | Reserved for Future Use                               |
| Section 3.68 | Reserved for Future Use                               |
| Section 3.69 | 198793-1 – FTS – Greylock Production, LLC             |
| Section 3.70 | Reserved for Future Use                               |
| Section 3.71 | Reserved for Future Use                               |
| Section 3.72 | Reserved for Future Use                               |
| Section 3.73 | Reserved for Future Use                               |
| Section 3.74 | Reserved for Future Use                               |
| Section 3.75 | Reserved for Future Use                               |
| Section 3.76 | Reserved for Future Use                               |
| Section 3.77 | Reserved for Future Use                               |
| Section 3.78 | Reserved for Future Use                               |
| Section 3.79 | 250290-0 – FTS – Virginia Power Services Energy Corp. |
| Section 3.80 | Reserved for Future Use                               |

|              |   |
|--------------|---|
| Section 3.81 | Reserved for Future Use                             |
| Section 3.82 | Reserved for Future Use                             |
| Section 3.83 | 266898-0 – OPT30 – Vitol Inc.                       |
| Section 3.84 | 266908-0 – OPT60 – Vitol Inc.                       |
| Section 3.85 | 241816-2 – FTS - Columbia Gas of Ohio, Inc.         |
| Section 3.86 | 259732-0 – OPT30 – Vitol Inc.                       |
| Section 3.87 | 259733-0 – OPT60 – Vitol Inc.                       |
| Section 3.88 | 259925-0 – OPT30 – Colonial Energy, Inc.            |
| Section 3.89 | 263830-0 – FSS – United Energy Trading, LLC         |
| Section 3.90 | 262963-0 – FSS – Colonial Energy, Inc.              |
| Section 3.91 | 262964-0 – FSS – Vitol Inc.                         |
| Section 3.92 | 264870-0 – FTS-WBX – MU Marketing LLC               |
| Section 3.93 | 264871-0 – FTS-WBX – MU Marketing LLC               |
| Section 3.94 | 264875-0 – FTS-WBX – MU Marketing LLC               |
| Section 4.   | Non-Conforming / Negotiated Rate Service Agreements |
| Section 4.1  | 6798-0 – FSS – Columbia Gas of Virginia, Inc.       |
| Section 4.2  | 232970-0 – FTS – Range Resources – Appalachia, LLC  |
| Section 4.3  | 255792-10 – FTS – Columbia Gas of Virginia, Inc.    |
| Section 4.4  | 6796-0 – SST – Columbia Gas of Virginia, Inc.       |
| Section 4.5  | 6799-0 – FSS – Easton Utilities Commission          |
| Section 4.6  | 6797-0 – SST – Easton Utilities Commission          |
| Section 4.7  | 6802-0 – FSS – Washington Gas Light Company         |

|              |   |
|--------------|---|
| Section 4.8  | 172580-4 – FTS – Ascent Resources – Utica, LLC              |
| Section 4.9  | 139080-4 – FTS – Virginia Power Services Energy Corp., Inc. |
| Section 4.10 | 139085-3 – NTS – Virginia Power Services Energy Corp., Inc. |
| Section 4.11 | 155679-0 – FT-C – City of Richmond, Virginia                |
| Section 4.12 | 155684-0 – FT-C – Columbia Gas of Virginia, Inc.            |
| Section 4.13 | 155699-0 – FT-C – Virginia Natural Gas, Inc.                |
| Section 4.14 | 151487-0 – FTS – Celanese Acetate LLC                       |
| Section 4.15 | 150679-0 – FTS – Range Resources-Appalachia, LLC            |
| Section 4.16 | Reserved for Future Use                                     |
| Section 4.17 | 149759-5 – FTS – Antero Resources Corporation               |
| Section 4.18 | 149760-11 – FTS – Antero Resources Corporation              |
| Section 4.19 | 161147-2 – FTS – SWN Energy Services Company, LLC           |
| Section 4.20 | 161148-2 – FTS – SWN Energy Services Company, LLC           |
| Section 4.21 | 161144-3 – FTS – South Jersey Resources Group, LLC          |
| Section 4.22 | Reserved for Future Use                                     |
| Section 4.23 | 161137-4 – FTS – Coterra Energy, Inc.                       |
| Section 4.24 | Reserved for Future Use                                     |
| Section 4.25 | 161129-2 – FTS – New Jersey Natural Gas Company             |
| Section 4.26 | 161136-2 – NTS – New Jersey Natural Gas Company             |
| Section 4.27 | 161135-1 – FTS – South Jersey Gas Company                   |
| Section 4.28 | Reserved for Future Use                                     |
| Section 4.29 | 173522-0 – FTS – Kentucky Power Company                     |

|              |  |
|--------------|--|
| Section 4.30 | 244599-0 – FTS – SWN Energy Services Company, LLC  |
| Section 4.31 | 173261-1 – FTS – Range Resources Appalachia, LLC   |
| Section 4.32 | 173446-1 – FTS – Kaiser Marketing Appalachian, LLC |
| Section 4.33 | 198520-1 – FTS – EQT Energy, LLC                   |
| Section 4.34 | 186926-0 – FTS – CNX Gas Company, LLC              |
| Section 4.35 | 195969-3 – FTS – Ascent Resources – Utica, LLC     |
| Section 4.36 | 205994-0 – FTS – EQT Energy, LLC                   |
| Section 4.37 | 176700-14 – FTS – Antero Resources Corporation     |
| Section 4.38 | Reserved for Future Use                            |
| Section 4.39 | Reserved for Future Use                            |
| Section 4.40 | 176681-2 – FTS - Washington Gas Light Company      |
| Section 4.41 | 176701-0 – FTS – Antero Resources Corporation      |
| Section 4.42 | 210090-1 – FTS – Washington Gas Light Company      |
| Section 4.43 | 198792-3 – FTS – Antero Resources Corporation      |
| Section 4.44 | Reserved for Future Use                            |
| Section 4.45 | 198794-2 – FTS – Kaiser Marketing Appalachian, LLC |
| Section 4.46 | 198795-3 – FTS – Equinor Natural Gas, LLC          |
| Section 4.47 | 198796-2 – FTS – Equinor Natural Gas, LLC          |
| Section 4.48 | 198797-5 – FTS – SWN Energy Services Company, LLC  |
| Section 4.49 | 287537-0 – FTS – EQT Energy, LLC                   |
| Section 4.50 | 215082-1 – FTS – SWN Energy Services Company, LLC  |
| Section 4.51 | 237931-0 – FTS – Vermillion Power, L.L.C.          |

Section 4.52 216576-1 – FTS – SWN Energy Services Company, LLC

Section 4.53 242784-0 – FTS – CNX Gas Company, LLC

Section 4.54 249339 – FTS – Chevron U.S.A. Inc.

Section 5. X-Rate Schedule Amendments

Section 5.1 Rate Schedule X-131 Amendment – City of Richmond, Va

Section 5.2 Rate Schedule X-132 Amendment – Columbia Gas of Virginia

Section 5.3 Rate Schedule X-133 Amendment – Virginia Natural Gas

Columbia Gas Transmission, LLC  
FERC NGA Gas Tariff  
Baseline Tariffs

Proposed Effective Date: February 1, 2024

FTS Service Agreement No. 255792-[1](#) – Columbia Gas of Virginia, Inc.  
Option Code A

## FTS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of January, 2022, by and between COLUMBIA GAS TRANSMISSION, LLC (“Transporter”) and COLUMBIA GAS OF VIRGINIA, INC. (“Shipper”).

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Service to be Rendered. Transporter shall perform and Shipper shall receive service in accordance with the provisions of the effective FTS Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Fourth Revised Volume No. 1 (“Tariff”), on file with the Federal Energy Regulatory Commission (“Commission”), as the same may be amended or superseded in accordance with the rules and regulations of the Commission. The maximum obligation of Transporter to deliver gas hereunder to or for Shipper, the designation of the points of delivery at which Transporter shall deliver or cause gas to be delivered to or for Shipper, and the points of receipt at which Shipper shall deliver or cause gas to be delivered, are specified in Appendix A, as the same may be amended from time to time by agreement between Shipper and Transporter, or in accordance with the rules and regulations of the Commission.

Section 2. Term. Service under this Agreement shall commence as of the date that Transporter is legally authorized to provide, and physically capable of providing, the service (“In-Service Date”) and shall continue in full force and effect until twenty (20) years thereafter (“Initial Term”). Pre-granted abandonment shall apply upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's regulations and Transporter's Tariff.

Shipper shall have the right to extend the Initial Term for up to two successive 5-year terms (each, an “Extended Term”), exercisable by Shipper providing written notice to Transporter no later than twenty-four (24) months prior to the expiration of the Initial Term and/or the Extended Term, as applicable; provided, however, for any Extended Term(s), Shipper must contract for a quantity equal to the quantity for which it contracted during the Initial Term. Any Extended Term will be priced at the Project Rate set forth in an amendment to this Service Agreement, titled “Negotiated Rate Letter Agreement,” as may be amended from time to time, and attached hereto as Appendix B. If Shipper extends its service for both of the Extended Terms, Shipper shall be granted a contractual right of first refusal (“ROFR”), to be exercised by providing TCO written notice no later than one (1) year prior to the expiration of the second Extended Term.

Section 3. Rates. Shipper shall pay Transporter the charges and furnish Retainage as described in the above-referenced Rate Schedule, unless otherwise agreed to by the parties in writing and specified as an amendment to this Service Agreement. Transporter may agree to



discount its rate to Shipper below Transporter's maximum rate, but not less than Transporter's minimum rate. Such discounted rate may apply to: (a) specified quantities (contract demand or commodity quantities); (b) specified quantities above or below a certain level or all quantities if quantities exceed a certain level; (c) quantities during specified time periods; (d) quantities at specified points, locations, or other defined geographical areas; (e) that a specified discounted rate will apply in a specified relationship to the quantities actually transported (i.e., that the reservation charge will be adjusted in a specified relationship to quantities actually transported); (f) production and/or reserves committed by the Shipper; and (g) based on a formula including, but not limited to, published index prices for specific receipt and/or delivery points or other agreed-upon pricing points, provided that the resulting rate shall be no lower than the minimum nor higher than the maximum applicable rate set forth in the Tariff. In addition, the discount agreement may include a provision that if one rate component which was at or below the applicable maximum rate at the time the discount agreement was executed subsequently exceeds the applicable maximum rate due to a change in Transporter's maximum rate so that such rate component must be adjusted downward to equal the new applicable maximum rate, then other rate components may be adjusted upward to achieve the agreed overall rate, so long as none of the resulting rate components exceed the maximum rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission order accepts revised tariff sections. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates, which had been charged under a discount agreement, exceeded rates which ultimately are found to be just and reasonable.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 700 Louisiana, Suite 1300, Houston, Texas 77002, Attention: Manager, Business Development and notices to Shipper shall be addressed to it at Columbia Gas of Virginia, Inc., 290 W. Nationwide Blvd., Columbus, OH 43215, Attention: Brad Stuck, until changed by either party by written notice.

Section 5. Superseded Agreements. This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreement(s): [FTS No. 255792, Revision No. 0N/A](#).

Section 6. Credit Annex. The credit requirements appended hereto as Attachment A are incorporated herein by reference with full force and effect and are made a part of this Service Agreement as though restated herein verbatim.

COLUMBIA GAS OF VIRGINIA, INC.

COLUMBIA GAS TRANSMISSION, LLC

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Appendix A to Service Agreement No. 255792-1  
 Under Rate Schedule FTS  
 between Columbia Gas Transmission, LLC (“Transporter”)  
 and Columbia Gas of Virginia, Inc. (“Shipper”)

Transportation Demand

| <u>Begin Date</u> | <u>End Date</u> | <u>Transportation Demand Dth/day</u> | <u>Recurrence Interval</u> |
|-------------------|-----------------|--------------------------------------|----------------------------|
| 1/                | 1/              | 35,000                               | 1/1 – 12/31                |

Primary Receipt Points

| <u>Begin Date</u> | <u>End Date</u> | <u>Scheduling Point No.</u> | <u>Scheduling Point Name</u> | <u>Measuring Point No.</u> | <u>Measuring Point Name</u> | <u>Maximum Daily Quantity (Dth/day)</u> | <u>Minimum Receipt Pressure Obligation (psig) 2/</u> | <u>Recurrence Interval</u> |
|-------------------|-----------------|-----------------------------|------------------------------|----------------------------|-----------------------------|---|--|----------------------------|
| 1/                | 1/              | 833097                      | Boswells Tavern              | 833097                     | Boswells Tavern             | 35,000                                  | (psig) 2/  | 1/1 -12/31                 |

Primary Delivery Points

| <u>Begin Date</u> | <u>End Date</u> | <u>Scheduling Point No.</u> | <u>Scheduling Point Name</u> | <u>Measuring Point No.</u> | <u>Measuring Point Name</u> | <u>Maximum Daily Delivery Obligation (Dth/day) 2/</u> | <u>Design Daily Quantity (Dth/day) 2/</u> | <u>Minimum Delivery Pressure Obligation (psig) 2/</u> | <u>Recurrence Interval</u> |
|-------------------|-----------------|-----------------------------|------------------------------|----------------------------|-----------------------------|---|---|---|----------------------------|
| 1/                | 1/              | 30CS-33                     | CGV 01-33                    | 831005                     | Petersburg                  | 2,258   |   |   | 1/1 – 12/31                |
| 1/                | 1/              | 30CS-33                     | CGV 01-33                    | 831015                     | Chester                     | 2,723   |   |   | 1/1 – 12/31                |
| 1/                | 1/              | 30CS-33                     | CGV 01-33                    | 831020                     | Fort Lee                    | 3,106   |   |   | 1/1 – 12/31                |
| 1/                | 1/              | 30CS-33                     | CGV 01-33                    | 831027                     | CGV Colonial Heights        | 1,192   |   |   | 1/1 – 12/31                |
| 1/                | 1/              | 30CS-33                     | CGV 01-33                    | <del>831035</del>          | <del>CGV Route 60</del>     | <del>843375</del>                                     | <u>Route 60 Midlothian</u>                | 4,369   | 1/1 – 12/31                |

|    |    |         |           |        |                            |       |             |
|----|----|---------|-----------|--------|----------------------------|-------|-------------|
| 1/ | 1/ | 30CS-33 | CGV 01-33 | 831054 | CGV Courthouse Green       | 523   | 1/1 – 12/31 |
| 1/ | 1/ | 30CS-33 | CGV 01-33 | 831057 | Oxbridge                   | 3,226 | 1/1 – 12/31 |
| 1/ | 1/ | 30CS-33 | CGV 01-33 | 831074 | Turner Rd                  | 76    | 1/1 – 12/31 |
| 1/ | 1/ | 30CS-33 | CGV 01-33 | 834339 | American Tobacco Plant     | 644   | 1/1 – 12/31 |
| 1/ | 1/ | 30CS-33 | CGV 01-33 | 834514 | Louisa Co Schools          | 190   | 1/1 – 12/31 |
| 1/ | 1/ | 30CS-33 | CGV 01-33 | 837615 | CGV Chesterfield Airport   | 4,200 | 1/1 – 12/31 |
| 1/ | 1/ | 30CS-34 | CGV 01-34 | 831008 | CGV Portsmouth 1           | 6,671 | 1/1 – 12/31 |
| 1/ | 1/ | 30CS-34 | CGV 01-34 | 831026 | Portsmouth 4 - Bowers Hill | 4,534 | 1/1 – 12/31 |
| 1/ | 1/ | 30CS-34 | CGV 01-34 | 831040 | Smithfield                 | 1,092 | 1/1 – 12/31 |
| 1/ | 1/ | 30CS-34 | CGV 01-34 | 834803 | Sussex County Prison       | 83    | 1/1 – 12/31 |
| 1/ | 1/ | 30CS-34 | CGV 01-34 | 836894 | Waverly                    | 113   | 1/1 – 12/31 |

1/ Per Section 2 of the Service Agreement.

2/ Application of MDDOs, DDQs and ADQs, minimum pressure and/or hourly flowrate shall be as follows:

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The Master List of Interconnects (“MLI”) as defined in Section 1 of the General Terms and Conditions of Transporter's Tariff is incorporated herein by reference for purposes of listing valid secondary interruptible receipt points and delivery points.

Yes  No (Check applicable blank) Transporter and Shipper have mutually agreed to a Regulatory Restructuring Reduction Option pursuant to Section 42 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

Yes  No (Check applicable blank) Shipper has a contractual right of first refusal equivalent to the right of first refusal set forth from time to time in Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

Yes  No (Check applicable blank) All gas shall be delivered at existing points of interconnection within the MDDOs, ADQs and/or DDQs, as applicable, set forth in Transporter's currently effective Rate Schedule  Service Agreement No.  Appendix A with Shipper, which are incorporated herein by reference.

Yes  No (Check applicable blank) This Service Agreement covers interim capacity sold pursuant to the provisions of General Terms and Conditions Section 4. Right of first refusal rights, if any, applicable to this interim capacity are limited as provided for in General Terms and Conditions Section 4.

Yes  No (Check applicable blank) This Service Agreement covers offsystem capacity sold pursuant to Section 47 of the General Terms and Conditions. Right of first refusal rights, if any, applicable to this offsystem capacity are limited as provided for in General Terms and Conditions Section 47.

COLUMBIA GAS OF VIRGINIA, INC.

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

COLUMBIA GAS TRANSMISSION, LLC

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



Columbia Gas Transmission, LLC  
700 Louisiana, Suite 1300  
Houston, TX 77002

January 16, 2024 ~~November 28, 2022~~

Brad Stuck  
Columbia Gas of Virginia, Inc.  
290 W. Nationwide Blvd.  
Columbus, OH 43215  
Email: bstuck@nisource.com

RE: FTS Service Agreement No. 255792-1  
Amended and Restated Negotiated Rate Letter Agreement

Dear Brad:

This Amended and Restated Negotiated Rate Letter Agreement (“NRL”) between Columbia Gas Transmission, LLC (“Transporter” or “TCO”) and Columbia Gas of Virginia, Inc. (“Shipper”), shall set forth the applicable rates and other rate provisions associated with the transportation service provided by Transporter to Shipper pursuant to the above-referenced Service Agreement (“Service”). Transporter and Shipper may be referred to individually as a “Party” or collectively as the “Parties”.

Shipper and Transporter hereby agree:

1. The “Negotiated Reservation Rate” during the term for the transportation service provided shall be those rates and terms agreed upon as set forth in the ATTACHMENT B-1 attached hereto.
- ~~1.2.~~ As a result of the operation of the Negotiated Daily Demand Rate adjustment mechanism set forth in the Cost Sharing section of the NRL executed by and between the parties and dated November 28, 2022, the Negotiated Daily Demand Rate set forth therein is decreased by \$0.0567 effective as of the In-Service Date (“Negotiated Daily Demand Rate Decrease”). The Negotiated Daily Demand Rate Decrease is included in the Negotiated Daily Demand Rate set forth in ATTACHMENT B-1 attached hereto.

3. Required Approvals. This NRL, together with the Service Agreement will be filed with the Federal Energy Regulatory Commission (“FERC”) and shall be subject to FERC’s acceptance on terms acceptable to Transporter in its sole discretion. If any terms of this NRL are disallowed by any order, rulemaking, regulation or policy of the FERC, Transporter may terminate this NRL with no further notice to Shipper. If any terms of the Agreement are in any way modified by order, rulemaking, regulation or policy of the FERC, Transporter and Shipper may mutually agree to modify this NRL with the goal of ensuring that the original commercial intent of the Parties is preserved. If the Parties cannot mutually agree to modifications hereto, Transporter reserves the right to terminate this NRL with no further notice to Shipper. Transporter will have no liability for any costs incurred by Shipper or related to the Service rendered or contemplated to be rendered hereunder.

2.4. This Amended and Restated Negotiated Rate Letter Agreement replaces and supersedes the Negotiated Rate Letter Agreement by and between the Parties dated November 28, 2022.

Accepted and agreed to this \_\_\_\_ day of ~~December 2022~~ January 2024.

Columbia Gas of Virginia, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Columbia Gas Transmission, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Columbia Gas Transmission, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT B-1

## NEGOTIATED RESERVATION RATE

| Primary Receipt Point(s)                       | Primary Delivery Point(s)                            | Transportation Demand (Dth/day) | Initial Term  | Negotiated Daily Demand Rate *   | Daily Commodity Rate *   | Rate Schedule |
|--|--|---------------------------------|---|----------------------------------|--|---------------|
| Boswells Tavern (75-007219) (meter no. 833097) | Various Delivery Points in Market Areas 33 and 34 ** | 35,000 Dth/d**                  | In-Service Date through twenty (20) years thereafter. | \$0. <del>693375</del> /Dth /day | Transporter's maximum generally applicable system commodity rate associated with service under Transporter's Rate Schedule FTS within its Tariff, as such may change from time to time | FTS           |

\* The following terms apply:

- Negotiated Daily Demand Rate applies for the Initial Term of the Service and each Extended Term, and is subject to adjustment in accordance with the Cost Sharing provisions set forth below.
- In addition to the Negotiated Daily Demand Rate and Daily Commodity Rate, Shipper shall pay all maximum applicable demand and commodity surcharges, specified under Rate Schedule FTS set forth in the Transporter's FERC Gas Tariff, Fourth Revised Volume No. 1, as may be amended from time to time ("**Tariff**"), as such may change from time to time. Pursuant to the Tariff, in the event TCO's Virginia Electrification Project ("**Project**") does not qualify for rolled-in rate treatment, the Capital Cost Recovery Mechanism ("**CCRM**") surcharge existing on the date first written above shall not apply to the firm transportation

service associated with the Project capacity; provided however, in the event that FERC ever approves a CCRM or any similar type mechanism designed to recover such costs that would apply to Project capacity, Shipper shall pay the CCRM or similar type cost recovery mechanism (collectively, the Negotiated Daily Demand Rate, the Daily Commodity Rate, and all of the foregoing being the “**Project Rate**”).

- If during the Initial Term of the Service and/or any Extended Term, TCO’s maximum Tariff recourse rate under Rate Schedule FTS is, or is expected to be, greater than the Negotiated Daily Demand Rate then TCO may require Shipper to convert its Negotiated Daily Demand Rate to an equivalent discounted daily reservation rate (\$0.75/Dth adjusted, if applicable, in accordance with the Cost Sharing provisions set forth below), and Shipper shall continue to pay all other components of the Project Rate without modification thereto.
- In addition to the above, Shipper shall pay the applicable incremental fuel retention rate related to the Project as approved by FERC; provided, however, that Transporter will endeavor to file with FERC to seek rolled-in fuel treatment for the firm transportation service associated with the Project if, in Transporter’s sole discretion, such treatment is appropriate and consistent with FERC policy, regulations, precedent, and guidelines, and if FERC approves such rolled-in fuel treatment, Shipper would pay the general system fuel retention applicable to Transporter’s Rate Schedule FTS of Transporter’s Tariff.

\*\* The following is the detailed list of Primary Delivery Points and corresponding Transportation Demand:

- Petersburg: 2,258 Dth/d
- Chester: 2,723 Dth/d
- Fort Lee: 3,106 Dth/d
- CGV Colonial Heights: 1,192 Dth/d
- ~~CGV Route 60~~ [Route 60 Midlothian](#): 4,369 Dth/d
- Courthouse Green: 523 Dth/d
- Oxbridge: 3,226 Dth/d
- Turner Rd: 76 Dth/d
- American Tobacco Plant: 644 Dth/d
- Louisa Co Schools: 190 Dth/d
- Chesterfield Airport: 4,200 Dth/d
- Portsmouth #1: 6,671 Dth/d
- Portsmouth 4 Bowers Hill: 4,534 Dth/d
- Smithfield: 1,092 Dth/d
- Sussex County Prison: 83 Dth/d
- Waverly: 113 Dth/d

**Secondary Points:**

Shipper shall have secondary receipt point and delivery point access under Transporter’s Rate Schedule FTS pursuant to the terms and conditions of the Tariff at Transporter’s maximum generally applicable system rates under Transporter’s Rate Schedule FTS within the Tariff, as such may change from time to time.



**Cost Sharing:**

Transporter and Shipper shall share any actual Project construction cost overruns or savings compared to the Estimated Costs (defined below) on a 50/50 basis via an adjustment to Shipper's Negotiated Daily Demand Rate (i.e., \$0.75/Dth); provided, however, that such adjustment would be subject to a rate adjustment cap or floor of plus or minus \$0.10/Dth. Any such adjustment to Shipper's Negotiated Daily Demand Rate shall be effective beginning on the In-Service Date based on the Project's then-estimated final costs, and adjusted, if necessary, to keep the Parties whole as if the actual Project costs were known as of the In-Service Date, as soon as administratively feasible based on the Project's final cost report filed with FERC, but not later than the first anniversary date of the In-Service Date. Shipper would have a one-time audit right to be exercised and completed no later than thirteen (13) months after the first (1st) anniversary date of the In-Service Date, at Shipper's sole cost and expense, to review Transporter's books and records as reasonably necessary to verify the actual construction costs associated with the Project.

To effectuate such cost sharing, Shipper's Negotiated Daily Demand Rate shall be adjusted as follows:

To the extent Actual Project Costs (defined below) exceed Estimated Project Costs (as further defined below), Shipper's Negotiated Daily Demand Rate shall be multiplied by the Capital Cost Overrun Factor ("**CCO Factor**"). The CCO Factor shall be equal to  $1 + [(CCO/EPC) \times 50\%]$ . In no event shall the CCO Factor exceed 1.1333.

To the extent Actual Project Costs (defined below) are less than Estimated Project Costs (as further defined below), Shipper's Negotiated Daily Demand Rate shall be multiplied by the Capital Cost Underrun Factor ("**CCU Factor**"). The CCU Factor shall be equal to  $1 - [(CCU/EPC) \times 50\%]$ . In no event shall the CCU Factor be less than 0.8667.

"**Actual Project Costs**" or "**APC**" shall mean all costs and expenses actually incurred and paid by Transporter, including trailing costs up to twelve (12) months subsequent to the actual In-Service Date, to complete the Project in the manner contemplated by the Project's Precedent Agreement by and between Transporter and Shipper dated and effective as of November 24, 2020 ("**Precedent Agreement**"), including but not limited to (a) all costs and expenses incurred and paid for the engineering, design, permitting, construction, pipeline and equipment procurement, installation and start-up of the Project, including all compression costs, (b) all costs and expenses actually incurred and paid for environmental, right-of-way, legal, consultant, construction management, and regulatory activities, and (c) all direct and allocated internal overhead and administrative costs, provided that such costs are consistent with industry standards. Transporter shall maintain books and records reasonably necessary for Shipper to verify the APC.

"**Estimated Project Costs**" or "**EPC**" shall mean all costs and expenses that are projected to be incurred and paid by Transporter to complete the Project in the manner contemplated by the Precedent Agreement, including but not limited to (a) all costs and expenses projected to be incurred and paid for the engineering, design, permitting, construction, pipeline and equipment procurement, installation and start-up of the Project, including all compression costs, (b) all costs and expenses projected to be incurred and paid for environmental, right-of-way, legal, consultant, construction management, and regulatory activities, (c) all direct and allocated internal overhead and administrative costs, provided that such costs are consistent with industry standards, and (d) a contingency amount equal to at least 10% of (a) and (b). For purposes of determining the

adjustment to Shipper's Negotiated Daily Demand Rate pursuant to this provision, the Parties agree that the Estimated Project Costs shall be equal to \$104,406,000.

**“Capital Cost Overrun”** or **“CCO”** shall be an amount in U.S. dollars equal to the difference between the APC and the EPC, if APC exceeds EPC.

**“Capital Cost Underrun”** or **“CCU”** shall be an amount in U.S. dollars equal to the difference between the APC and the EPC, if APC is less than EPC.