



July 1, 2025

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

**Columbia Gulf Transmission, LLC**  
700 Louisiana Street, Suite 1300  
Houston, Texas 77002-2700

Sorana Linder  
Vice President, Rates & Regulatory

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Re: Columbia Gulf Transmission, LLC  
Compliance Filing – Tariff Implementation  
Docket Nos. RP24-408-000 & RP25-699-\_\_\_\_\_

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 Gulf Transmission, LLC (“Columbia Gulf”) hereby submits for filing revised tariff records to its FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”).<sup>2</sup> The revised tariff records are being submitted to implement the terms of the Stipulation and Agreement of Settlement (“Settlement”) filed on March 10, 2025, and approved by the Commission on May 29, 2025 (“Order”).<sup>3</sup> Columbia Gulf requests that the Commission accept the proposed tariff records to become effective July 1, 2025, as provided by the Order and Article III and Article IV of the Settlement.

### **Correspondence**

The names, titles, mailing addresses, and telephone numbers of those persons to whom correspondence and communications concerning this filing should be addressed are as follows:

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<sup>1</sup> 18 C.F.R. Part 154 (2023).

<sup>2</sup> See Appendix A.

<sup>3</sup> *Columbia Gulf Transmission, LLC*, 191 FERC ¶61,173 (2025).

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

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

On March 10, 2025, Columbia Gulf filed an uncontested Settlement to resolve the issues set forth in the Commission's May 28, 2024 Hearing Order.<sup>4</sup> On May 29, 2025, the Commission issued its Order approving the Settlement and directed Columbia Gulf to file actual tariff records consistent with the terms of the Settlement.

Article III (Reservation Charge Credits) and Article IV (Force Majeure) of the Settlement provide that within thirty (30) calendar days after the Effective Date of the Settlement, Columbia Gulf shall file the *pro-forma* tariff records to implement certain changes to the reservation charge crediting provision of Section 40 of the General Terms and Conditions ("GT&C") ("Appendix B-1") and certain changes to the force majeure provisions of Section 15.1 of the GT&C ("Appendix B-2") of Columbia Gulf's Tariff. Columbia Gulf respectfully requests that the Commission accept the proposed tariff records, submitted herein as Appendix A, to be effective July 1, 2025, as provided by the Order and Article III and Article IV of the Settlement. The Tariff records submitted herein are consistent with the Tariff record contained in the *Pro Formas* included as Appendix B-1 and Appendix B-2 of the Settlement.<sup>5</sup>

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

Columbia Gulf respectfully requests that the Commission grant any and all waivers of its regulations necessary to allow the tariff record to become effective July 1, 2025.

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<sup>4</sup> *Antero Resources Corp.*, 187 FERC ¶ 61,113 (May 28, 2024) ("Hearing Order").

<sup>5</sup> Columbia Gulf has updated a tariff section reference in Section 15.1 (Section 40.2 to Section 40.3) to correctly reflect the applicable language of Section 40 of Columbia Gulf's Tariff. The revision was necessary due to the agreed modifications in Section 40, which included the addition of a new subsection. The update ensures that the reference in Section 15.1 remains accurate and aligned with the current provision of Section 40 of Columbia Gulf's Tariff.

**Other Filings Which May Affect This Proceeding**

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

**Contents of Filing**

In accordance with Section 154.7(a)(1) of the Commission's regulations, Columbia Gulf is submitting the following XML filing package, which includes:

1. This transmittal letter;
2. Clean versions of the tariff sections (Appendix A); and
3. Marked versions of the tariff sections (Appendix B).

**Certificate of Service**

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

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 her knowledge and belief. The undersigned possesses full power and authority to sign such filing.

Respectfully submitted,

COLUMBIA GULF TRANSMISSION, LLC

A handwritten signature in black ink, appearing to read 'Sorana Linder', written over a horizontal line.

Sorana Linder

Vice President, Rates and Regulatory

Enclosures

# Appendix A

## Clean Tariff Records

*Columbia Gulf Transmission, LLC*  
*FERC Gas Tariff, Third Revised Volume No. 1*

<u>Tariff Section</u>		<u>Version</u>
VII.15	Gen. Terms and Conditions, Force Majeure	2.0.0
VII.40	Gen. Terms and Conditions, Reservation Charge Credits	7.0.0

## 15. FORCE MAJEURE

15.1 Defined. Neither Transporter nor Shipper shall be liable to the other for any damages occurring because of force majeure. The term force majeure means an event that is unexpected, outside the reasonable control of the party claiming force majeure, and creates an inability to serve that could not be prevented or overcome by the due diligence of the party claiming force majeure. To the extent the foregoing requirements are satisfied, such events may include, but are not defined by or limited to, acts of God, strikes, lockouts, acts of a public enemy, acts of sabotage, wars, blockades, insurrections, riots, epidemics, landslides, earthquakes, fires, hurricanes, storms, tornadoes, floods, washouts, civil disturbances, explosions, accidents, freezing of wells or pipelines, partial or entire electronic failure (including the failure of the EBB and the EBB back-up plan, or the failure of SCADA or electronic measurement equipment), mechanical or physical failure that affects the ability to transport gas, or the binding order of any court, legislative body, or governmental authority which has been resisted in good faith by all reasonable legal means. Failure to prevent or settle any strike or strikes shall not be considered to be a matter within the control of the party claiming suspension. To the extent that any repairs, relocation or construction of facilities is necessitated as a direct result of and in order to address the consequences of a force majeure event as defined in this Section 15.1 (“Force Majeure Work”), Transporter may schedule such Force Majeure Work at a future date exercising reasonable diligence to schedule such Force Majeure Work to minimize or avoid service interruptions, and for purposes of Section 40.3 such Force Majeure Work shall be deemed to be a continuation of the underlying force majeure event. Scheduled and/or routine maintenance that is not Force Majeure Work will not qualify as force majeure. Maintenance or repairs performed as the result of an in-line inspection or other testing required by the Pipeline and Hazardous Materials Safety Administration (“PHMSA”), other regulatory body, or otherwise is not Force Majeure Work, but notwithstanding the foregoing, pressure reductions at specified locations to the extent immediately required (in a way that does not allow discretion on the part of Transporter in the implementation of such reduction) by a PHMSA Corrective Action Order, Special Permit condition, PHMSA regulation 49 CFR 192.933, or 49 CFR 192.714 may be Force Majeure Work to the extent that the requirements in the second sentence of this Section 15.1 are satisfied.

15.2 In Operation. Such causes or contingencies affecting the performance hereunder by either Transporter or Shipper, however, shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and to remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting such performance relieve either party from meeting all payment obligations.

#### 40. RESERVATION CHARGE CREDITS

Transporter will provide reservation charge credits to a Shipper under Rate Schedules FTS-1 and FTS-2 when it is unable to schedule or deliver up to the Shipper's applicable Transportation Demand, taking into account capacity release activity, under the applicable service agreement on a firm daily basis, subject to the following conditions:

##### 40.1 Reservation charge credits shall not be applicable:

- (a) To the extent that:
  - (1) Transporter's inability to schedule quantities on behalf of Shipper is due to that Shipper's failure to perform in accordance with the terms of the applicable Rate Schedule or Service Agreement; provided that the issuance of an Operational Flow Order in accordance with Section 17 of the General Terms and Conditions will not relieve Transporter of its obligation to provide reservation charge credits;
  - (2) a Shipper delivers gas that fails to conform to the gas quality specifications detailed in Section 25 of the General Terms and Conditions; or
- (b) To quantities in excess of Shipper's applicable Transportation Demand under each of its firm service agreements; or
- (c) To quantities that Transporter is unable to schedule at a receipt or delivery point due to the allocation of capacity to a Shipper that was properly scheduled in an earlier nomination cycle that is not eligible to be reduced (bumped) in the current cycle; or
- (d) To quantities nominated by and subsequently delivered to Shipper at another primary point or a secondary point during the Gas Day; provided, however, that Shipper will not be obligated to submit nominations to another primary or secondary delivery point; or
- (e) When at Shipper's election, Shipper's actual deliveries are less than its scheduled deliveries, or
- (f) With respect to quantities that Shipper elects not to receive at a primary delivery point when such gas quantities meet Transporter's obligations under this Tariff with respect to delivery of Shipper's gas.

##### 40.2 General Reservation Charge Credit Terms

- (a) "Historical Usage Quantity" shall mean the daily average based on the following:
  - (1) In the event there are at least seven (7) consecutive days within the Review Period (as determined in Section 40.2(c)) without a posted restriction of primary

receipt to primary delivery firm transportation service, the daily average of the scheduled volumes for primary receipt to primary delivery nominations of the applicable segment during the most recent seven (7) consecutive Gas Days without a posted restriction of primary receipt to primary delivery firm transportation service; or

(2) In the event there are not at least seven (7) consecutive days within the Review Period without a posted restriction of primary receipt to primary delivery firm transportation service, (i) the daily average of the highest scheduled volumes for primary receipt to primary delivery nominations of the applicable segment within the seven (7) Gas Days (whether consecutive or non-consecutive) without a posted restriction of primary receipt to primary delivery firm transportation service during the Review Period (as determined in Section 40.2(c)); (ii) provided however, if there are not seven (7) Gas Days within the Review Period (as determined in Section 40.2(c)) without a posted restriction to primary receipt to primary delivery firm transportation service, the Historical Usage Quantity shall be the average of an individual shipper's scheduled volumes, within its MDQ for the seven (7) most recent non-consecutive Gas Days without a posted restriction to primary receipt to primary delivery firm transportation service.

(b) "Posted Percentage" shall mean the estimated percentage of primary receipt to primary delivery nominations that could be available, expressed in the first notice posting of a force majeure or non-force majeure event.

(c) "Review Period" shall mean the ninety (90) days immediately prior to the date that the first notice of a force majeure or non-force majeure event is posted to calculate a Shipper's Historical Usage Quantity; provided that if the force majeure or non-force majeure event lasts more than thirty (30) days, the Review Period shall be reset so the ninety (90) day period ends immediately prior to the thirty-first (31<sup>st</sup>) day of the force majeure or non-force majeure event. This reset of the Review Period will continue every thirty (30) days until the end of the force majeure or non-force majeure event.

#### 40.3 Calculation and Volume Determination:

Subject to the provisions of Section 40.1, reservation charge credits will be determined as follows. Reservation charge credits under Transporter's firm transportation services will apply when Transporter is unable to schedule or deliver any one Shipper's nominated primary receipt point to primary delivery point volume due to a force majeure event, as defined in Section 15.1 of the General Terms and Conditions, or for reasons other than a force majeure event (i.e., a non-force majeure event as that term is used in Section 40.3(b) below). To the extent such condition is satisfied and Transporter is unable to deliver the "Average Usage Quantity" (as defined below), as applicable, to a firm transportation service Shipper on any Gas Day due to capacity shortfall pursuant to Sections 7 and 16 of the General Terms and Conditions, reservation charge

credits will be calculated subject to the following conditions. In addition, and regardless of whether Transporter is unable to schedule or deliver any one Shipper's nominated primary receipt point to primary delivery point volume, if: (1) Shipper has a Historical Usage Quantity, as defined in Section 40.2(a), equal to or higher than the Posted Percentage, as defined in Section 40.2(b); and (2) Shipper has a primary receipt to primary delivery confirmed nomination(s) equal to or higher than the Posted Percentage of its Transportation Demand; and (3) for instances where there are not seven (7) consecutive Gas Days without a posted restriction of primary receipt to primary delivery firm transportation service, the applicable tier in Section 40.3(c)(2) is higher than the Posted Percentage, then reservation charge credits will also apply and will also be calculated subject to the following conditions.

(a) Force Majeure Event

(1) When Transporter is unable to schedule or deliver up to the Shipper's Average Usage Quantity (as determined in Section 40.3(c) below) for a period greater than ten (10) consecutive days as a result of a force majeure event, as defined in Section 15.1 of the General Terms and Conditions, then for each day beyond ten (10) days that Transporter so fails to provide service, Transporter will pay a reservation charge credit to such Shipper equal to the product of the daily Average Usage Quantity, less any applicable quantity that Shipper nominated and Transporter was able to schedule and deliver on that Gas Day, multiplied by the contract reservation rate, stated on a daily basis. To the extent that no firm Shipper's Average Usage Quantity was affected in any one day by a force majeure event within the initial ten (10) consecutive day period of service interruption, the period will not restart while the specific Force Majeure event continues. For quantities released to Replacement Shippers, as defined in Section 14.2 of the General Terms and Conditions, reservation charge credits will be the product of the daily Average Usage Quantity determined in Section 40.3(c), less any applicable quantity scheduled and delivered by Transporter, multiplied by the Releasor's currently effective reservation rate; provided however, that the maximum rate for purposes of calculating the credit shall not exceed the applicable maximum recourse rate. Notwithstanding the foregoing, credits applicable to volumes released to an asset manager, as defined in 18 C.F.R. § 284.8(h)(3), shall be calculated based on the Releasor's currently effective reservation charge and shall be payable to the Releasor, unless otherwise agreed to in writing by the Replacement Shipper and the Releasor and credits applicable to volumes released to a marketer participating in a state-regulated retail access program as defined in 18 C.F.R. § 284.8(h)(4) shall be calculated based on the Releasor's currently effective reservation charge and shall be payable to the Replacement Shipper, unless (a) the state agency with jurisdiction over the retail access program provides otherwise and/or (b) the agreement between the Replacement Shipper and the Releasor provides otherwise. Provided, however, that the reservation charges described in this Section 40.3(a)(1) shall not be credited to the extent that the Shipper utilizes secondary service.

(2) If Transporter fails or is unable to post notice of the force majeure event prior to the Timely Nomination Cycle deadline for the first Gas Day of the force majeure



event, then: (i) a Shipper's Average Usage Quantity for the first Gas Day of the force majeure event and for any subsequent Gas Days during a force majeure event on which Transporter has not notified Shipper that the force majeure event shall continue prior to the Timely Nomination Cycle deadline on such Gas Day will be the quantity of firm service from the Shipper's primary receipt point(s) to Shipper's primary delivery point(s), as reflected in Shipper's Service Agreement, up to Shipper's applicable Transportation Demand, that Shipper nominated for scheduling; provided that no reservation charge credits shall apply to any increased volumes Shipper may nominate under its firm Service Agreement after Transporter posted notice of the force majeure event; and (ii) provided that Transporter has notified Shipper that the force majeure event shall continue on subsequent Gas Days, the Average Usage Quantity for each subsequent Gas Day of the force majeure event will be Shipper's average usage (measured as the quantity of gas actually delivered each Gas Day), up to its applicable Transportation Demand, for services from the Shipper's primary receipt point(s) to the Shipper's primary delivery point(s), as reflected in Shipper's Service Agreement, during the seven (7) Gas Days during which Transporter did not experience a force majeure event or non-force majeure event prior to the first Gas Day of the force majeure event. Only service provided from the Shipper's primary receipt point(s) to the Shipper's primary delivery point(s) affected by the force majeure event shall be included in the Average Usage Quantity.

(3) If Transporter has given advanced notice that no firm transportation service from the Shipper's Primary Receipt Point(s) to the Shipper's Primary Delivery Point, as set forth in Shipper's Service Agreement, will be available during the force majeure event, then Shipper shall not be required to provide nominations to Transporter on any Primary Receipt Point to Primary Delivery Point quantities to receive reservation charge credits, and shall continue to be permitted to nominate for capacity on a secondary basis.

(b) Non-Force Majeure Event

(1) When Transporter is unable to schedule or deliver up to the Shipper's Average Usage Quantity (as determined in Section 40.3(c) below) on any Gas Day for reasons other than a force majeure event (i.e., a non-force majeure event as that term is used in this Section 40.3(b)) pursuant to Sections 7 and 16 of the General Terms and Conditions, Transporter will pay a reservation charge credit to such Shipper equal to the product of the daily Average Usage Quantity, less any applicable quantity that Shipper nominated and Transporter was able to schedule and deliver on that Gas Day, multiplied by the contract reservation rate, stated on a daily basis. For quantities released to Replacement Shippers, as defined in Section 14.2 of the General Terms and Conditions, reservation charge credits will be the product of the daily Average Usage Quantity, less any applicable quantity scheduled and delivered by Transporter, multiplied by the Releasor's currently effective reservation rate; provided however, that the maximum rate for purposes of calculating the credit shall not exceed the applicable maximum recourse rate. Notwithstanding the foregoing, credits applicable to volumes released to an asset

manager, as defined in 18 C.F.R. § 284.8(h)(3), shall be calculated based on the Releasor's currently effective reservation charge and shall be payable to the Releasor, unless otherwise agreed to in writing by the Replacement Shipper and the Releasor and credits applicable to volumes released to a marketer participating in a state-regulated retail access program as defined in 18 C.F.R. § 284.8(h)(4) shall be calculated based on the Releasor's currently effective reservation charge and shall be payable to the Replacement Shipper, unless (a) the state agency with jurisdiction over the retail access program provides otherwise and/or (b) the agreement between the Replacement Shipper and the Releasor provides otherwise. Provided, however, that the reservation charges described in this Section 40.3(b)(1) shall not be credited to the extent that the Shipper utilizes secondary service.

(2) If Transporter fails or is unable to post notice of the non-force majeure event prior to the Timely Nomination Cycle deadline for the first Gas Day of the non-force majeure event, then: (i) a Shipper's Average Usage Quantity for the first Gas Day of the non-force majeure event and for any subsequent Gas Days during a non-force majeure event on which Transporter has not notified Shipper that the non-force majeure event shall continue prior to the Timely Nomination Cycle deadline on such Gas Day will be the quantity of firm service from the Shipper's primary receipt point(s) to Shipper's primary delivery point(s), as reflected in Shipper's Service Agreement, up to Shipper's applicable Transportation Demand, that Shipper nominated for scheduling; provided that no reservation charge credits shall apply to any increased volumes Shipper may nominate under its firm Service Agreement after Transporter posted notice of the non-force majeure event; and (ii) provided that Transporter has notified Shipper that the non-force majeure event shall continue on subsequent Gas Days, the Average Usage Quantity for each subsequent Gas Day of the non-force majeure event will be Shipper's average usage (measured as the quantity of gas actually delivered each Gas Day), up to its applicable Transportation Demand, for services from the Shipper's primary receipt point(s) to the Shipper's primary delivery point(s), as reflected in Shipper's Service Agreement, during the seven (7) Gas Days during which Transporter did not experience a force majeure event or non-force majeure event prior to the first Gas Day of the non-force majeure event. Only service provided from the Shipper's primary receipt point(s) to the Shipper's primary delivery point(s) affected by the non-force majeure event shall be included in the Average Usage Quantity.

(3) If Transporter has given advanced notice that no firm transportation service from the Shipper's Primary Receipt Point(s) to the Shipper's Primary Delivery Point, as set forth in Shipper's Service Agreement, will be available during the non-force majeure event, then Shipper shall not be required to provide nominations to Transporter on any Primary Receipt Point to Primary Delivery Point quantities to receive reservation charge credits, and shall continue to be permitted to nominate for capacity on a secondary basis.

(c) Average Usage Quantity

(1) In the event there are at least seven (7) consecutive days within the Review Period without a posted restriction of primary receipt to primary delivery firm transportation service, Transporter shall use the Historical Usage Quantity, as defined in Section 40.2(a), to calculate the Shipper's Average Usage Quantity. In this scenario, Transporter shall include the dates of the applicable seven (7) consecutive Gas Days used in its posting of the force majeure event.

(2) In the event there are not at least seven (7) consecutive days within the Review Period without a posted restriction for primary receipt to primary delivery firm transportation service, Transporter will calculate a Shipper's Average Usage Quantity based on the higher of:

- a. The average of the Shipper's scheduled volumes for the seven (7) days (whether consecutive or non-consecutive) with the highest scheduled volumes during the applicable Review Period, as defined in Section 40.2(c); or
- b. For each calendar year, commencing on the effective date of the Tariff changes proposed as part of the Settlement filed in Docket No. RP24-408-000 and RP25-699-000, Transporter will utilize the following tiers to calculate a Shipper's Average Usage Quantity based on the cumulative number of days in the calendar year with a posted restriction for primary receipt to primary delivery firm transportation service:
  - (i) ninety-five percent (95%) of the individual Shipper's Transportation Demand for the first fifty-nine (59) days of posted restriction for primary receipt to primary delivery firm transportation services;
  - (ii) ninety-seven and one-half percent (97.5%) of the individual Shipper's Transportation Demand for day sixty (60) through day one hundred forty-nine (149) of posted restriction for primary receipt to primary delivery firm transportation services; and
  - (iii) one hundred percent (100%) of the individual Shipper's Transportation Demand for day one hundred fifty (150) or greater of posted restriction for primary receipt to primary delivery firm transportation services.

40.4 Any reservation charge credit payable will be reflected on the Shipper's monthly invoice and will be applied first to offset any outstanding past due balances owed by Shipper. Such reservation charge credits shall be credited by Transporter to the party responsible for paying Transporter's invoice relating to such capacity, regardless of whether such party is the original capacity holder, a Replacement Shipper, or an Assignee. If more than one party is responsible for paying Transporter's invoice, any reservation charge credits payable shall be allocated proportionally between the parties responsible for paying such invoice, with each party receiving a credit amount corresponding to the percentage of the total invoice that it is obligated to pay.

40.5 Reservation charge credits applicable to service agreements that are not in effect due to termination will be paid by Transporter to Shipper in dollars no later than the 15th Day of the second Month following the Month the credit was generated, net of any amount(s) owed to Transporter.

40.6 Shippers shall have the right to dispute the availability and calculation of any reservation charge credit in accordance with Section 29 of the General Terms and Conditions.

# Appendix B

## Marked Tariff Records

*Columbia Gulf Transmission, LLC*  
*FERC Gas Tariff, Third Revised Volume No. 1*

<u>Tariff Section</u>		<u>Version</u>
VII.15	Gen. Terms and Conditions, Force Majeure	2.0.0
VII.40	Gen. Terms and Conditions, Reservation Charge Credits	7.0.0

## 15. FORCE MAJEURE

15.1 Defined. Neither Transporter nor Shipper shall be liable to the other for any damages occurring because of force majeure. The term force majeure means an event that is unexpected, outside the reasonable control of the party claiming force majeure, and creates an inability to serve that could not be prevented or overcome by the due diligence of the party claiming force majeure. ~~Such events~~ To the extent the foregoing requirements are satisfied, such events may include, but are not defined by or limited to, acts of God, strikes, lockouts, acts of a public enemy, acts of sabotage, wars, blockades, insurrections, riots, epidemics, landslides, earthquakes, fires, hurricanes, storms, tornadoes, floods, washouts, civil disturbances, explosions, accidents, freezing of wells or pipelines, partial or entire electronic failure (including the failure of the EBB and the EBB back-up plan, or the failure of SCADA or electronic measurement equipment), mechanical or physical failure that affects the ability to transport gas, or the binding order of any court, legislative body, or governmental authority which has been resisted in good faith by all reasonable legal means. Failure to prevent or settle any strike or strikes shall not be considered to be a matter within the control of the party claiming suspension. To the extent that any repairs, relocation or construction of facilities is necessitated as a direct result of and in order to address the consequences of a force majeure event as defined in this Section 15.1 ("Force Majeure Work"), Transporter may schedule such Force Majeure Work at a future date exercising reasonable diligence to schedule such Force Majeure Work to minimize or avoid service interruptions, and for purposes of Section 40.3 such Force Majeure Work shall be deemed to be a continuation of the underlying force majeure event. Scheduled and/or routine maintenance that is not Force Majeure Work will not qualify as force majeure. Maintenance or repairs performed as the result of an in-line inspection or other testing required by the Pipeline and Hazardous Materials Safety Administration ("PHMSA"), other regulatory body, or otherwise is not Force Majeure Work, but notwithstanding the foregoing, pressure reductions at specified locations to the extent immediately required (in a way that does not allow discretion on the part of Transporter in the implementation of such reduction) by a PHMSA Corrective Action Order, Special Permit condition, PHMSA regulation 49 CFR 192.933, or 49 CFR 192.714 may be Force Majeure Work to the extent that the requirements in the second sentence of this Section 15.1 are satisfied.

15.2 In Operation. Such causes or contingencies affecting the performance hereunder by either Transporter or Shipper, however, shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and to remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting such performance relieve either party from meeting all payment obligations.

#### 40. RESERVATION CHARGE CREDITS

Transporter will provide reservation charge credits to a Shipper under Rate Schedules FTS-1 and FTS-2 when it is unable to schedule or deliver up to the Shipper's applicable Transportation Demand, taking into account capacity release activity, under the applicable service agreement on a firm daily basis, subject to the following conditions:

##### 40.1 Reservation charge credits shall not be applicable:

- (a) To the extent that:
  - (1) Transporter's inability to schedule quantities on behalf of Shipper is due to that Shipper's failure to perform in accordance with the terms of the applicable Rate Schedule or Service Agreement; provided that the issuance of an Operational Flow Order in accordance with Section 17 of the General Terms and Conditions will not relieve Transporter of its obligation to provide reservation charge credits;
  - (2) a Shipper delivers gas that fails to conform to the gas quality specifications detailed in Section 25 of the General Terms and Conditions; or
- (b) To quantities in excess of Shipper's applicable Transportation Demand under each of its firm service agreements; or
- (c) To quantities that Transporter is unable to schedule at a receipt or delivery point due to the allocation of capacity to a Shipper that was properly scheduled in an earlier nomination cycle that is not eligible to be reduced (bumped) in the current cycle; or
- (d) To quantities nominated by and subsequently delivered to Shipper at another primary point or a secondary point during the Gas Day; provided, however, that Shipper will not be obligated to submit nominations to another primary or secondary delivery point; or
- (e) When at Shipper's election, Shipper's actual deliveries are less than its scheduled deliveries, or
- (f) With respect to quantities that Shipper elects not to receive at a primary delivery point when such gas quantities meet Transporter's obligations under this Tariff with respect to delivery of Shipper's gas.

##### 40.2 General Reservation Charge Credit Terms

- (a) "Historical Usage Quantity" shall mean the daily average based on the following:
  - (1) In the event there are at least seven (7) consecutive days within the Review Period (as determined in Section 40.2(c)) without a posted restriction of primary

receipt to primary delivery firm transportation service, the daily average of the scheduled volumes for primary receipt to primary delivery nominations of the applicable segment during the most recent seven (7) consecutive Gas Days without a posted restriction of primary receipt to primary delivery firm transportation service; or

(2) In the event there are not at least seven (7) consecutive days within the Review Period without a posted restriction of primary receipt to primary delivery firm transportation service, (i) the daily average of the highest scheduled volumes for primary receipt to primary delivery nominations of the applicable segment within the seven (7) Gas Days (whether consecutive or non-consecutive) without a posted restriction of primary receipt to primary delivery firm transportation service during the Review Period (as determined in Section 40.2(c)); (ii) provided however, if there are not seven (7) Gas Days within the Review Period (as determined in Section 40.2(c)) without a posted restriction to primary receipt to primary delivery firm transportation service, the Historical Usage Quantity shall be the average of an individual shipper's scheduled volumes, within its MDQ for the seven (7) most recent non-consecutive Gas Days without a posted restriction to primary receipt to primary delivery firm transportation service.

(b) "Posted Percentage" shall mean the estimated percentage of primary receipt to primary delivery nominations that could be available, expressed in the first notice posting of a force majeure or non-force majeure event.

(c) "Review Period" shall mean the ninety (90) days immediately prior to the date that the first notice of a force majeure or non-force majeure event is posted to calculate a Shipper's Historical Usage Quantity; provided that if the force majeure or non-force majeure event lasts more than thirty (30) days, the Review Period shall be reset so the ninety (90) day period ends immediately prior to the thirty-first (31<sup>st</sup>) day of the force majeure or non-force majeure event. This reset of the Review Period will continue every thirty (30) days until the end of the force majeure or non-force majeure event.

#### 40.23 Calculation and Volume Determination:

Subject to the provisions of Section 40.1, reservation charge credits will be determined as follows. Reservation charge credits under Transporter's firm transportation services will apply when Transporter is unable to schedule or deliver any one Shipper's nominated primary receipt point to primary delivery point volume due to a force majeure event, as defined in Section 15.1 of the General Terms and Conditions, or for reasons other than a force majeure event (i.e., a non-force majeure event as that term is used in Section 40.23(b)(2) below). To the extent such condition is satisfied and Transporter is unable to deliver the ~~Force-Majeure~~ "Average Usage Quantity" (as defined below), ~~or Non-Force-Majeure Average Usage Quantity (as defined below)~~, as applicable, to a firm transportation service Shipper on any Gas Day due to capacity



shortfall pursuant to Sections 7 and 16 of the General Terms and Conditions, reservation charge credits will be calculated subject to the following conditions. In addition, and regardless of whether Transporter is unable to schedule or deliver any one Shipper's nominated primary receipt point to primary delivery point volume, if: (1) Shipper has a Historical Usage Quantity, as defined in Section 40.2(a), equal to or higher than the Posted Percentage, as defined in Section 40.2(b); and (2) Shipper has a primary receipt to primary delivery confirmed nomination(s) equal to or higher than the Posted Percentage of its Transportation Demand; and (3) for instances where there are not seven (7) consecutive Gas Days without a posted restriction of primary receipt to primary delivery firm transportation service, the applicable tier in Section 40.3(c)(2) is higher than the Posted Percentage, then reservation charge credits will also apply and will also be calculated subject to the following conditions.

(a) Force Majeure Event

(1) When Transporter is unable to schedule or deliver up to the Shipper's ~~Force Majeure~~-Average Usage Quantity (as ~~determined in Section 40.3(c)~~fixed below) for a period greater than ten (10) consecutive days as a result of a force majeure event, as defined in Section 15.1 of the General Terms and Conditions, then for each day beyond ten (10) days that Transporter so fails to provide service, Transporter will pay a reservation charge credit to such Shipper equal to the product of the daily ~~Force Majeure~~ Average Usage Quantity ~~determined in Section 40.2(a)(2)~~, less any applicable quantity that Shipper nominated and Transporter was able to schedule and deliver on that Gas Day, multiplied by the contract reservation rate, stated on a daily basis. To the extent that no firm Shipper's Average Usage Quantity was affected in any one day by a force majeure event within the initial ten (10) consecutive day period of service interruption, the period will not restart while the specific Force Majeure event continues. For quantities released to Replacement Shippers, as defined in Section 14.2 of the General Terms and Conditions, reservation charge credits will be the product of the daily ~~Force Majeure~~-Average Usage Quantity determined in Section 40.32~~(ca)(2)~~, less any applicable quantity scheduled and delivered by Transporter, multiplied by the Releasor's currently effective reservation rate; provided however, that the maximum rate for purposes of calculating the credit shall not exceed the applicable maximum recourse rate. Notwithstanding the foregoing, credits applicable to volumes released to an asset manager, as defined in 18 C.F.R. § 284.8(h)(3), shall be calculated based on the Releasor's currently effective reservation charge and shall be payable to the Releasor, unless otherwise agreed to in writing by the Replacement Shipper and the Releasor and credits applicable to volumes released to a marketer participating in a state-regulated retail access program as defined in 18 C.F.R. § 284.8(h)(4) shall be calculated based on the Releasor's currently effective reservation charge and shall be payable to the Replacement Shipper, unless (a) the state agency with jurisdiction over the retail access program provides otherwise and/or (b) the agreement between the Replacement Shipper and the Releasor provides otherwise. Provided, however, that the reservation charges described in this Section 40.23(a)(1) shall not be credited to the extent that the Shipper utilizes secondary service.

(2) ~~Provided Transporter posts notice of the force majeure event prior to the Timely Nomination Cycle deadline for the first Gas Day of the force majeure event, then Shipper's "Force Majeure Average Usage Quantity" for any Gas Day will be determined by calculating the Shipper's average usage (measured as the quantity of gas actually delivered each Gas Day), up to its applicable Transportation Demand, for services from the Shipper's primary receipt point(s) to the Shipper's primary delivery point(s), as set forth in Shipper's Service Agreement, during the seven (7) Gas Days during which Transporter did not experience a force majeure event or non force majeure event prior to the date of the first posting of notice of the force majeure event on Transporter's EBB.~~ If Transporter fails or is unable to post notice of the force majeure event prior to the Timely Nomination Cycle deadline for the first Gas Day of the force majeure event, then: (i) a Shipper's ~~"Force Majeure Average Usage Quantity"~~ for the first Gas Day of the force majeure event and for any subsequent Gas Days during a force majeure event on which Transporter has not notified Shipper that the force majeure event shall continue prior to the Timely Nomination Cycle deadline on such Gas Day will be the quantity of firm service from the Shipper's primary receipt point(s) to Shipper's primary delivery point(s), as reflected in Shipper's Service Agreement, up to Shipper's applicable Transportation Demand, that Shipper nominated for scheduling; provided that no reservation charge credits shall apply to any increased volumes Shipper may nominate under its firm Service Agreement after Transporter posted notice of the force majeure event; and (ii) provided that Transporter has notified Shipper that the force majeure event shall continue on subsequent Gas Days, the ~~"Force Majeure Average Usage Quantity"~~ for each subsequent Gas Day of the force majeure event will be Shipper's average usage (measured as the quantity of gas actually delivered each Gas Day), up to its applicable Transportation Demand, for services from the Shipper's primary receipt point(s) to the Shipper's primary delivery point(s), as reflected in Shipper's Service Agreement, during the seven (7) Gas Days during which Transporter did not experience a force majeure event or non-force majeure event prior to the first Gas Day of the force majeure event. Only service provided from the Shipper's primary receipt point(s) to the Shipper's primary delivery point(s) affected by the force majeure event shall be included in the ~~"Force Majeure Average Usage Quantity."~~

(3) If Transporter has given advanced notice that no firm transportation service from the Shipper's Primary Receipt Point(s) to the Shipper's Primary Delivery Point, as set forth in Shipper's Service Agreement, will be available during the force majeure event, then Shipper shall not be required to provide nominations to Transporter on any Primary Receipt Point to Primary Delivery Point quantities to receive reservation charge credits, and shall continue to be permitted to nominate for capacity on a secondary basis.

(b) Non-Force Majeure Event

(1) When Transporter is unable to schedule or deliver up to the Shipper's ~~Non-Force Majeure~~ Average Usage Quantity (as ~~determined in Section 40.3(c)~~ determined in Section 40.23(b)(2) ~~below~~) on any Gas Day for reasons other than a force majeure event (i.e., a non-force majeure event as that term is used in this Section 40.23(b)(2) ~~below~~) pursuant to Sections 7 and 16 of the General Terms and Conditions, Transporter will pay a reservation charge credit to such Shipper equal to the product of the daily ~~Non-Force Majeure~~ Average Usage Quantity ~~determined in Section 40.2(b)(2)~~, less any applicable quantity that Shipper nominated and Transporter was able to schedule and deliver on that Gas Day, multiplied by the contract reservation rate, stated on a daily basis. —For quantities released to Replacement Shippers, as defined in Section 14.2 of the General Terms and Conditions, reservation charge credits will be the product of the daily ~~Non-Force Majeure~~ Average Usage Quantity ~~determined in Section 40.2(b)(2)~~, less any applicable quantity scheduled and delivered by Transporter, multiplied by the Releasor's currently effective reservation rate; provided however, that the maximum rate for purposes of calculating the credit shall not exceed the applicable maximum recourse rate. Notwithstanding the foregoing, credits applicable to volumes released to an asset manager, as defined in 18 C.F.R. § 284.8(h)(3), shall be calculated based on the Releasor's currently effective reservation charge and shall be payable to the Releasor, unless otherwise agreed to in writing by the Replacement Shipper and the Releasor and credits applicable to volumes released to a marketer participating in a state-regulated retail access program as defined in 18 C.F.R. § 284.8(h)(4) shall be calculated based on the Releasor's currently effective reservation charge and shall be payable to the Replacement Shipper, unless (a) the state agency with jurisdiction over the retail access program provides otherwise and/or (b) the agreement between the Replacement Shipper and the Releasor provides otherwise. Provided, however, that the reservation charges described in this Section 40.23(b)(1) shall not be credited to the extent that the Shipper utilizes secondary service.

(2) ~~Provided Transporter posts notice of the non-force majeure event prior to the Timely Nomination Cycle deadline for the first Gas Day of the non-force majeure event, then a Shipper's "Non-Force Majeure Average Usage Quantity" for any Gas Day during the non-force majeure event will be determined by calculating the Shipper's average usage (measured as the quantity of gas actually delivered each Gas Day), up to its applicable Transportation Demand, for services from the Shipper's primary receipt point(s) to the Shipper's primary delivery point(s), as reflected in Shipper's Service Agreement, during the seven (7) Gas Days during which Transporter did not experience a force majeure event or non-force majeure event prior to the date of the first posting of notice of the non-force majeure event on Transporter's EBB.~~ If Transporter fails or is unable to post notice of the non-force majeure event prior to the Timely Nomination Cycle deadline for the first Gas Day of the non-force majeure event, then: (i) a Shipper's ~~"Non-Force Majeure Average Usage Quantity"~~ for the first Gas Day of the non-force majeure event and for any subsequent Gas Days during a non-force majeure event on which Transporter has not notified Shipper that the non-force majeure event shall continue prior to the Timely Nomination Cycle deadline on such Gas Day will be the quantity of firm service from the Shipper's primary receipt point(s) to Shipper's primary

delivery point(s), as reflected in Shipper's Service Agreement, up to Shipper's applicable Transportation Demand, that Shipper nominated for scheduling; provided that no reservation charge credits shall apply to any increased volumes Shipper may nominate under its firm Service Agreement after Transporter posted notice of the non-force majeure event; and (ii) provided that Transporter has notified Shipper that the non-force majeure event shall continue on subsequent Gas Days, the ~~"Non-Force Majeure-Average Usage Quantity"~~<sup>2</sup> for each subsequent Gas Day of the non-force majeure event will be Shipper's average usage (measured as the quantity of gas actually delivered each Gas Day), up to its applicable Transportation Demand, for services from the Shipper's primary receipt point(s) to the Shipper's primary delivery point(s), as reflected in Shipper's Service Agreement, during the seven (7) Gas Days during which Transporter did not experience a force majeure event or non-force majeure event prior to the first Gas Day of the non-force majeure event. Only service provided from the Shipper's primary receipt point(s) to the Shipper's primary delivery point(s) affected by the non-force majeure event shall be included in the ~~"Non-Force Majeure-Average Usage Quantity."~~<sup>2</sup>

(3) If Transporter has given advanced notice that no firm transportation service from the Shipper's Primary Receipt Point(s) to the Shipper's Primary Delivery Point, as set forth in Shipper's Service Agreement, will be available during the non-force majeure event, then Shipper shall not be required to provide nominations to Transporter on any Primary Receipt Point to Primary Delivery Point quantities to receive reservation charge credits, and shall continue to be permitted to nominate for capacity on a secondary basis.

(c) Average Usage Quantity

(1) In the event there are at least seven (7) consecutive days within the Review Period without a posted restriction of primary receipt to primary delivery firm transportation service, Transporter shall use the Historical Usage Quantity, as defined in Section 40.2(a), to calculate the Shipper's Average Usage Quantity. In this scenario, Transporter shall include the dates of the applicable seven (7) consecutive Gas Days used in its posting of the force majeure event.

(2) In the event there are not at least seven (7) consecutive days within the Review Period without a posted restriction for primary receipt to primary delivery firm transportation service, Transporter will calculate a Shipper's Average Usage Quantity based on the higher of:

- a. The average of the Shipper's scheduled volumes for the seven (7) days (whether consecutive or non-consecutive) with the highest scheduled volumes during the applicable Review Period, as defined in Section 40.2(c);  
or

b. For each calendar year, commencing on the effective date of the Tariff changes proposed as part of the Settlement filed in Docket No. RP24-408-000 and RP25-699-000, Transporter will utilize the following tiers to calculate a Shipper's Average Usage Quantity based on the cumulative number of days in the calendar year with a posted restriction for primary receipt to primary delivery firm transportation service:

- (i) ninety-five percent (95%) of the individual Shipper's Transportation Demand for the first fifty-nine (59) days of posted restriction for primary receipt to primary delivery firm transportation services;
- (ii) ninety-seven and one-half percent (97.5%) of the individual Shipper's Transportation Demand for day sixty (60) through day one hundred forty-nine (149) of posted restriction for primary receipt to primary delivery firm transportation services; and
- (iii) one hundred percent (100%) of the individual Shipper's Transportation Demand for day one hundred fifty (150) or greater of posted restriction for primary receipt to primary delivery firm transportation services.

40.34 Any reservation charge credit payable will be reflected on the Shipper's monthly invoice and will be applied first to offset any outstanding past due balances owed by Shipper. Such reservation charge credits shall be credited by Transporter to the party responsible for paying Transporter's invoice relating to such capacity, regardless of whether such party is the original capacity holder, a Replacement Shipper, or an Assignee. If more than one party is responsible for paying Transporter's invoice, any reservation charge credits payable shall be allocated proportionally between the parties responsible for paying such invoice, with each party receiving a credit amount corresponding to the percentage of the total invoice that it is obligated to pay.

40.45 Reservation charge credits applicable to service agreements that are not in effect due to termination will be paid by Transporter to Shipper in dollars no later than the 15th Day of the second Month following the Month the credit was generated, net of any amount(s) owed to Transporter.

40.56 Shippers shall have the right to dispute the availability and calculation of any reservation charge credit in accordance with Section 29 of the General Terms and Conditions.