

April 1, 2024

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

Re: Columbia Gulf Transmission, LLC Negotiated Rate Amendment Docket No. RP24- -000

Dear Ms. Reese:

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

Jonathan Scullion Manager, Tariffs

tel(832) 320-5520emailJonathan\_Scullion@tcenergy.comwebhttps://ebb.tceconnects.com

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") respectfully submits for filing and acceptance revised Part 1 – Table of Contents ("Table of Contents") as well as a tariff record containing one (1) amended Rate Schedule FTS-1 negotiated rate service agreement containing non-conforming provisions ("Contract No. 174463-7") entered into with Kaiser Marketing Appalachian, LLC ("Kaiser") to be part of its FERC Gas Tariff, Original Volume No. 1.1 ("Tariff No. 1.1"), all of which are included as Appendix A.<sup>2</sup> Columbia Gulf respectfully requests that the Commission accept the proposed tariff section and tariff record to become effective April 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:

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

<sup>&</sup>lt;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." The tariff record submitted herein includes one (1) amended Rate Schedule FTS-1 service agreement (the "Amendment"). Columbia Gulf has elected to file the Amendment as whole document in PDF format.

John P. Ryan \* Senior Legal Counsel Columbia Gulf Transmission, LLC 700 Louisiana Street, Suite 1300 Houston, Texas 77002-2700 Tel. (832) 320-5879 E-mail: john\_ryan@tcenergy.com Sorana Linder Director, Rates, Tariffs & Modernization Jonathan Scullion\* Manager, Tariffs Columbia Gulf 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. RP96-389,<sup>3</sup> the Commission approved Section VII.34 of the General Terms and Conditions of Columbia Gulf's Tariff, which authorized Columbia Gulf to enter into negotiated rate agreements with its customers ("Section VII.34").

In accordance with Section VII.34, paragraph 9, Columbia Gulf is submitting for filing the referenced Amendment. Columbia Gulf advises that no undisclosed agreements, etc., are linked to the Amendment.<sup>4</sup> The Amendment, included herein, was previously filed and accepted as a negotiated rate agreement containing non-conforming provisions.<sup>5</sup> Furthermore, the Amendment does not contain any new provision that deviates in any material respect from Columbia Gulf's Rate Schedule FTS-1 Form of Service Agreement in its FERC Gas Tariff, Third Revised Volume No. 1 ("Tariff").

Columbia Gulf is submitting the Amendment for filing because Columbia Gulf and Kaiser have mutually agreed to revise the primary point information under Contract No. 174463-7, which is restated in its entirety and is included in Appendix A as tariff record 4.4.<sup>6</sup> Attached to Contract

<sup>&</sup>lt;sup>3</sup> Columbia Gulf Transmission Corporation, 77 FERC ¶ 61,093 (1996), order on compliance filing, 78 FERC ¶ 61,263, reh'g, 81 FERC ¶ 61,206 (1997).

<sup>&</sup>lt;sup>4</sup> The Amendment provides all the information required by SectionVII.34 of Columbia Gulf's Tariff, 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>&</sup>lt;sup>5</sup> Columbia Gulf originally filed Contract No. 174463 with the Commission as a negotiated rate service agreement containing non-conforming provisions and was accepted by the Commission in *Columbia Gulf Transmission, LLC*, Docket No. RP17-1116-000 (October 26, 2017) (unpublished Director's Letter Order). The non-conforming provisions contained in the Amendment remain unchanged from that previously accepted by the Commission.

<sup>&</sup>lt;sup>6</sup> Columbia Gulf originally filed Contract No. 174663 with the Commission as described in Footnote 5, above.

No. 174463-7 is a Negotiated Rate Letter Amendment, which reflects the parties' agreed-upon rates and other rate provisions for firm service.

To conform with Order No. 714, Columbia Gulf is submitting the Amendment individually and in its entirety as tariff record 4.4. Additionally, a revised Table of Contents is submitted herein as part of Appendix A to reflect the Amendment.

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

Columbia Gulf respectfully requests that the Commission grant all waivers of its regulations, including Section 154.207, necessary to accept this filing, and approve the Amendment, included herein as Appendix A, to become effective April 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 Gulf 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);
- 3. A marked version of the tariff section (Appendix B); and
- 4. A marked version of the Amendment (Appendix C).

### **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 Gulf'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 Gulf's principal place of business.

<sup>&</sup>lt;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 30day 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 GULF TRANSMISSION, LLC

Jonathan Scullion

Jonathan Scullion Manager, Tariffs

Enclosures

## Appendix A

## **Clean Tariff Sections**

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

<u>Tariff</u>	Sections	Version
1	Table of Contents	v.36.0.0
4.4	Service Agreement No. 174463-7 – Kaiser Marketing Appalachian, LLC	v.3.0.0

### TABLE OF CONTENTS

#### Volume No. 1.1

- Section 1. Table of Contents
- Section 2. Non-Conforming Service Agreements
  - Section 2.1 Reserved for Future Use
  - Section 2.2 73277-0 ITS-2 ATP Oil & Gas Corporation
  - Section 2.3 158017-0 FTS-1 Antero Resources Corporation
  - Section 2.4 158018-1 FTS-1 Antero Resources Corporation
  - Section 2.5 Reserved for Future Use
  - 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 3. Negotiated Rate Service Agreements
  - Section 3.1 267745-0 FTS-1 Sabine Pass Liquefaction, LLC
  - Section 3.2 289474-0 FTS-1 JPMorgan Chase Bank, National Association
  - Section 3.3 289475-0 FTS-1 J.P. Morgan Ventures Energy Corporation
  - Section 3.4 Reserved for Future Use
  - Section 3.5 Reserved for Future Use
  - Section 3.6 Reserved for Future Use
  - Section 3.7 Reserved for Future Use

Section 5.6 Reserved for Future Os	Section 3.8	Reserved for Future Use
------------------------------------	-------------	-------------------------

- Section 3.9 Reserved for Future Use
- Section 3.10 Reserved for Future Use
- Section 3.11 Reserved for Future Use
- Section 3.12 Reserved for Future Use
- Section 3.13 Reserved for Future Use
- Section 3.14 221225-1 FTS-1 Sabine Pass Liquefaction, LLC
- Section 3.15 Reserved for Future Use
- Section 3.16 262643-0 FTS-1 Roanoke Gas Company
- Section 4. Non-Conforming / Negotiated Rate Service Agreements
  - Section 4.1 214599-0 FTS-1 Sabine Pass Liquefaction, LLC
  - Section 4.2 174461-1 FTS-1 Range Resources Appalachia, LLC
  - Section 4.3 285219-0 FTS-1 MU Marketing LLC
  - Section 4.4 174463-7 FTS-1 Kaiser Marketing Appalachian, LLC
  - Section 4.5 172619-0 FTS-1 Mitsui & Co. Cameron LNG Sales, Inc.
  - Section 4.6 210086-5 FTS-1 TotalEnergies Gas & Power North America, Inc.
  - Section 4.7 177680-3– FTS-1 Marubeni Natural Gas and LNG America Corp.
  - Section 4.8 198521-0 FTS-1 EQT Energy, LLC
  - Section 4.9 198840-0 FTS-1 Antero Resources Corporation
  - Section 4.10 198841-0 FTS-1 Kaiser Marketing Appalachian, LLC
  - Section 4.11 198842-0 FTS-1 Equinor Natural Gas LLC

- Section 4.13 216577-0 FTS-1 SWN Energy Services Company, LLC
- Section 4.14 285287-0 FTS-1 Tenaska Marketing Ventures
- Section 4.15 285247-0 FTS-1 MIECO LLC

Columbia Gulf Transmission, LLC FERC NGA Gas Tariff Baseline Tariffs Proposed Effective Date: April 1, 2024 Service Agreement No. 174463 Revision 7 – Kaiser Marketing Appalachian, LLC Option Code A

Service Agreement No. 174463 Revision No. 7

### FTS-1 SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this  $27^{\text{M}}$  day of March, 2024, by and between COLUMBIA GULF TRANSMISSION, LLC ("Transporter") and KAISER MARKETING APPALACHIAN, LLC ("Shipper").

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

Section 1. <u>Service to be Rendered</u>. Transporter shall perform and Shipper shall receive the service in accordance with the provisions of the effective FTS-1 Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Third 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 herein contained. The maximum obligations 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 the 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. <u>Term</u>. Service under this Agreement commenced as of January 1, 2018, and shall continue in full force and effect until December 31, 2033. Shipper and Transporter agree to avail themselves of the Commission's pre-granted abandonment authority upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's Regulations and Transporter's Tariff.

At the end of the Initial Term, Shipper shall have the right to extend its Service Agreement for one (1) or two (2) successive five year terms (each an "Extended Term"), exercisable no later than twelve (12) months prior to the expiration of the Initial Term and the first Extended Term, if applicable. Any Extended Term must be for a minimum quantity of 100,000 Dth/day and at the same rates and commercial terms contained herein. Provided, however, if Shipper elects to extend the Initial Term at a quantity less than its Initial Term quantity, then such reduced quantity for the first Extended Term shall become the maximum quantity for any second Extended Term. If Shipper elects to extend its service for two Extended Terms, it shall be granted a contractual right of first refusal in accordance with Section 4 of Transporter's Tariff. In addition to the rates applicable to Shipper's Extended Term, Shipper shall pay all surcharges applicable to Shipper's Rate Schedule FTS-1 hereunder that are set forth in the Tariff, without exception, as those surcharges may be amended, added or modified from time to time.

Section 3. <u>Rates</u>. Shipper shall pay Transporter the negotiated rates and furnish retainage as set forth in the Negotiated Rate Letter Agreement attached hereto as Appendix B.

Section 4. <u>Notices</u>. Notices to Transporter under this Agreement shall be addressed to it at 700 Louisiana St., Suite 1300, Houston, Texas 77002-2700, Attention: Customer Services and notices to Shipper shall be addressed to it at Kaiser Marketing Appalachian, LLC, 6733 South Yale Avenue, Tulsa, OK 74136, Attention: John Boone, until changed by either party by written notice.

Section 5. <u>Superseded Agreements</u>. This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreement(s): FTS-1 174463 Revision 5 and 6.

Section 6. <u>Credit Annex</u>. 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.

KAISER MARKETING APPALACHIAN, LLC By: Kaiser Midstream, LLC Its: Manager By \_\_\_\_\_\_ Title \_\_\_\_\_\_\_ Title \_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_  $J \ge 7 (24)$  \_\_\_\_\_\_ COLUMBIA GULF TRANSMISSION, LLC COLUMBIA GULF TRANSMISSION, LLC By \_\_\_\_\_\_ By \_\_\_\_\_\_ Title \_\_\_\_\_\_ Mar 27, 2024  $\mathcal{TR}$ 

92

TL

### Service Agreement No. 174463 Revision No. 7

## Appendix A to Service Agreement No. 174463 Under Rate Schedule FTS-1 between Columbia Gulf Transmission, LLC ("Transporter") and Kaiser Marketing Appalachian, LLC ("Shipper")

### Transportation Demand

Begin <u>Date</u> 1/1/2018		Date Dem:		Transportation Demand Dth/day 400,000	Recurrence Interval 1/1-12/31
	10 12	P	rimary Receipt	Points	
Begin <u>Date</u> 1/1/2018	End <u>Date</u> 12/31/2033	Measuring <u>Point No.</u> 801	Measuring <u>Point Name</u> Leach	Maximum Daily Q ( <u>Dth/day)</u> 400,000	uantity Recurrence <u>Interval</u> 1/1-12/31
		Pr	imary Delivery	Points	
Begin <u>Date</u> 10/1/2024	End <u>Date</u> 12/31/2033	Measuring <u>Point No.</u> P20	Measurin <u>Point Nan</u> Mainline P	ie Quantity (Dtl	n/day) Interval
6/1/2023	9/30/2024	P20	Mainline Po	ool 300,000	1/1-12/31
1/1/2018	5/31/2023	P20	Mainline Po	200,000	1/1-12/31
11/1/2018	12/31/2033	2700010	Rayne	100,000	) 1/1-12/31
1/1/2018	10/31/2018	2700010	Rayne	68,148	1/1-12/31
10/1/2024	12/31/2033	4208D	Southeast Su Header (SES Delivery	SH)- 100,000	) 1/1-12/31
8/1/2022	5/31/2023	4208D	Southeast Su Header (SES Delivery	SH)- 100,000	1/1-12/31
1/1/2018	7/31/2022	4208	Southeast Su Header (SES		1/1-12/31
1.00	a Gel	1.00	Tasar		
1/1/2018	10/31/2018	478	Transco- Evangeline	31,852	1/1-12/31
	al 144				

The second s

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.

Transporter and Shipper have mutually agreed to the following maximum or minimum pressure commitments:

Yes X No (Check applicable blank) Transporter and Shipper have mutually agreed to a Regulatory Restructuring Reduction Option pursuant to Section 33 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

\_X \_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 X 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.

KAISER MARKETING APPALACHIAN, LLC By: Kaiser Midstream, LLC Its: Manager

Bv

By	
Title	
Date	
JR	
કર	
TL	

COLUMBIA GULF TRANSMISSION, LLC

Appendix B to Service Agreement No. 174463

March 25, 2024

Kaiser Marketing Appalachian, LLC 6733 South Yale Avenue Tulsa, OK 74136 Attention: John Boone

### RE: FTS-1 Service Agreement No. 174463 Sixth Amendment to Negotiated Rate Letter Agreement

Dear John:

This Amended Negotiated Rate Letter Agreement between Columbia Gulf Transmission, LLC ("Transporter" or "CGT") and Kaiser Marketing Appalachian, LLC ("Shipper"), shall set forth the applicable rates, calculations thereof, and other rate provisions associated with the transportation service provided by Transporter to Shipper pursuant to the above-referenced Service Agreement. 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 Rates" during the Initial Term for the transportation service provided shall be those rates and terms agreed upon as set forth in Schedule 1 of Attachment B-1 hereto.

Accepted and agreed to this  $27^{+-}$  day of March, 2024.

Kaiser Marketing Appalachian, LLC By: Kaiser Midstream, LLC Its: Manager

By: Title Date:

Columbia Gulf Transmission, LLC

By: \_\_\_\_\_\_ Title: VP Date: Mar 27, 2024 JR gs TL

### **ATTACHMENT B-1**

### **NEGOTIATED RESERVATION RATES**

		Schedule	1			
Primary Receipt Point(s)*	Primary Delivery Point(s)*	Transportation Demand (Dth/day)	Term	Daily Demand Rate**	Daily Commodity Rate**	Rate Schedule
Leach (meter no. 801)	Mainline Pool (meter no. P20)	200,000 Dth/day	10/1/2024 through 12/31/2033	\$0.20	\$0.00	FTS-1
Leach (meter no. 801)	Mainline Pool (meter no. P20)	300,000 Dth/day	6/1/2023 through 9/30/2024	\$0.20	\$0.00	FTS-1
Leach (meter no. 801)	Mainline Pool (meter no. P20)	200,000 Dth/day	1/1/2018 through 5/31/2023	\$0.20	\$0.00	FTS-1
Leach (meter no. 801)	Rayne (meter no. 2700010)	100,000 Dth/day	11/1/2018 through 12/31/2033	\$0.20	\$0.00	FTS-1
Leach (meter no. 801)	Rayne (meter no. 2700010)	68,148 Dth/day	1/1/2018 through 10/31/2018	\$0.20	\$0.00	FTS-1
Leach (meter no. 801)	Southeast Supply Header (SESH) - Delivery (meter no. 4208D)	100,000 Dth/day	10/1/2024 through 12/31/2033	\$0.20	\$0.00	FTS-1
Leach (meter no. 801)	Southeast Supply Header (SESH) - Delivery (meter no. 4208D)	100,000 Dth/day	8/1/2022 through 5/31/2023	\$0.20	\$0.00	FTS-1
Leach (meter no. 801)	Southeast Supply Header (SESH) (meter no. 4208)	100,000 Dth/day	1/1/2018 through 7/31/2022	\$0.20	\$0.00	FTS-1
Leach (meter no. 801)	Transco (meter no. 478)	31,852 Dth/day	1/1/2018 through 10/31/2018	\$0.20	\$0.00	FTS-1

# \* Shipper shall have full secondary receipt and delivery point access, pursuant to the terms and conditions of CGT's FERC Gas Tariff, at no incremental charge.

2

Appendix B to Service Agreement No. 174463

ii.

\*\* In addition, Shipper shall pay all applicable demand and commodity surcharges specified under Rate Schedule FTS-1, as such may change from time to time.

In addition to the rates above, Shipper will pay the fuel retention applicable to Rate Schedule FTS-1, as such may change from time to time.

## **Appendix B**

## **Marked Tariff Section**

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

### **Tariff Section**

### **Version**

1 Table of Contents

v.36.0.0

### TABLE OF CONTENTS

#### Volume No. 1.1

- Section 1. Table of Contents
- Section 2. Non-Conforming Service Agreements
  - Section 2.1 Reserved for Future Use
  - Section 2.2 73277-0 ITS-2 ATP Oil & Gas Corporation
  - Section 2.3 158017-0 FTS-1 Antero Resources Corporation
  - Section 2.4 158018-1 FTS-1 Antero Resources Corporation
  - Section 2.5 Reserved for Future Use
  - 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 3. Negotiated Rate Service Agreements
  - Section 3.1 267745-0 FTS-1 Sabine Pass Liquefaction, LLC
  - Section 3.2 289474-0 FTS-1 JPMorgan Chase Bank, National Association
  - Section 3.3 289475-0 FTS-1 J.P. Morgan Ventures Energy Corporation
  - Section 3.4 Reserved for Future Use
  - Section 3.5 Reserved for Future Use
  - Section 3.6 Reserved for Future Use
  - Section 3.7 Reserved for Future Use

Section 5.6 Reserved for Future Of	Section 3.8	Reserved for Future Us
------------------------------------	-------------	------------------------

- Section 3.9 Reserved for Future Use
- Section 3.10 Reserved for Future Use
- Section 3.11 Reserved for Future Use
- Section 3.12 Reserved for Future Use
- Section 3.13 Reserved for Future Use
- Section 3.14 221225-1 FTS-1 Sabine Pass Liquefaction, LLC
- Section 3.15 Reserved for Future Use
- Section 3.16 262643-0 FTS-1 Roanoke Gas Company
- Section 4. Non-Conforming / Negotiated Rate Service Agreements
  - Section 4.1 214599-0 FTS-1 Sabine Pass Liquefaction, LLC
  - Section 4.2 174461-1 FTS-1 Range Resources Appalachia, LLC
  - Section 4.3 285219-0 FTS-1 MU Marketing LLC
  - Section 4.4 174463-<u>7</u><sup>3</sup> FTS-1 Kaiser Marketing Appalachian, LLC
  - Section 4.5 172619-0 FTS-1 Mitsui & Co. Cameron LNG Sales, Inc.
  - Section 4.6 210086-5 FTS-1 TotalEnergies Gas & Power North America, Inc.
  - Section 4.7 177680-3– FTS-1 Marubeni Natural Gas and LNG America Corp.
  - Section 4.8 198521-0 FTS-1 EQT Energy, LLC
  - Section 4.9 198840-0 FTS-1 Antero Resources Corporation
  - Section 4.10 198841-0 FTS-1 Kaiser Marketing Appalachian, LLC
  - Section 4.11 198842-0 FTS-1 Equinor Natural Gas LLC

- Section 4.13 216577-0 FTS-1 SWN Energy Services Company, LLC
- Section 4.14 285287-0 FTS-1 Tenaska Marketing Ventures
- Section 4.15 285247-0 FTS-1 MIECO LLC

# **Appendix C**

## **Marked Tariff Record**

 Kaiser Marketing Appalachian, LLC Rate Schedule FTS-1 Service Agreement (#174463-7) Columbia Gulf Transmission, LLC FERC NGA Gas Tariff Baseline Tariffs Proposed Effective Date: <u>April 1, 2024</u> <u>August 1, 2022</u> Service Agreement No. 174463 Revision <u>7</u><del>3</del> – Kaiser Marketing Appalachian, LLC Option Code A

Service Agreement No. 174463 Revision No. <u>37</u>

### FTS-1 SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2024, by and between COLUMBIA GULF TRANSMISSION, LLC ("Transporter") and KAISER MARKETING APPALACHIAN, LLC ("Shipper").

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

Section 1. <u>Service to be Rendered</u>. Transporter shall perform and Shipper shall receive the service in accordance with the provisions of the effective FTS-1 Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Third 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 herein contained. The maximum obligations 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 the 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. <u>Term</u>. Service under this Agreement commenced as of January 1, 2018, and shall continue in full force and effect until December 31, 2033. Shipper and Transporter agree to avail themselves of the Commission's pre-granted abandonment authority upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's Regulations and Transporter's Tariff.

At the end of the Initial Term, Shipper shall have the right to extend its Service Agreement for one (1) or two (2) successive five year terms (each an "Extended Term"), exercisable no later than twelve (12) months prior to the expiration of the Initial Term and the first Extended Term, if applicable. Any Extended Term must be for a minimum quantity of 100,000 Dth/day and at the same rates and commercial terms contained herein. Provided, however, if Shipper elects to extend the Initial Term at a quantity less than its Initial Term quantity, then such reduced quantity for the first Extended Term shall become the maximum quantity for any second Extended Term. If Shipper elects to extend its service for two Extended Terms, it shall be granted a contractual right of first refusal in accordance with Section 4 of Transporter's Tariff. In addition to the rates applicable to Shipper's Extended Term, Shipper shall pay all surcharges applicable to Shipper's Rate Schedule FTS-1 hereunder that are set forth in the Tariff, without exception, as those surcharges may be amended, added or modified from time to time.

Section 3. <u>Rates</u>. Shipper shall pay Transporter the negotiated rates and furnish retainage as set forth in the Negotiated Rate Letter Agreement attached hereto as Appendix B.

Section 4. <u>Notices</u>. Notices to Transporter under this Agreement shall be addressed to it at 700 Louisiana St., Suite 1300, Houston, Texas 77002-2700, Attention: Customer Services and notices to Shipper shall be addressed to it at Kaiser Marketing Appalachian, LLC, 6733 South Yale Avenue, Tulsa, OK 74136, Attention: John Boone, until changed by either party by written notice.

Section 5. <u>Superseded Agreements</u>. This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreement(s): FTS-1 174463 Revision  $\frac{2.5 \text{ and } 6.}{2.5 \text{ and } 6.}$ 

Section 6. <u>Credit Annex</u>. 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.

KAISER MARKETING APPALACHIAN, LLC By: Kaiser Midstream, LLC Its: Manager	COLUMBIA GULF TRANSMISSION, LLC
By	By
Title	Title
Date	Date

Service Agreement No. 174463 Revision No. <u>37</u>

### Appendix A to Service Agreement No. 174463 Under Rate Schedule FTS-1 between Columbia Gulf Transmission, LLC ("Transporter") and Kaiser Marketing Appalachian, LLC ("Shipper")

### **Transportation Demand**

Da	gin <u>ate</u> 2018	End <u>Date</u> 12/31/20	Den	nand Dth/day	Recurrence Interval 1/1-12/31		
		<u>P</u> 1	rimary Receipt Po	<u>bints</u>			
Begin <u>Date</u> 1/1/2018	End <u>Date</u> 12/31/2033	Measuring <u>Point No.</u> 801	Measuring Measur	Maximum Daily Quantity <u>(Dth/day)</u> 400,000	Recurrence <u>Interval</u> 1/1-12/31		
	Primary Delivery Points						
Begin <u>Date</u>	End Date	Measuring <u>Point No.</u>	Measuring <u>Point Name</u>	Maximum Daily Quantity (Dth/day)	Recurrence <u>Interval</u>		
<u>10/1/2024</u>	12/31/2033	<u>P20</u>	Mainline Poo	<u>1</u> <u>200,000</u>	1/1-12/31		
<u>6/1/2023</u>	<u>9/30/2024</u>	<u>P20</u>	Mainline Poo	<u>1</u> <u>300,000</u>	1/1-12/31		
1/1/2018	<del>125</del> /31/ <del>203</del> <u>32023</u>	P20	Mainline Poo	1 200,000	1/1-12/31		
11/1/2018	12/31/2033	2700010	Rayne	100,000	1/1-12/31		
1/1/2018	10/31/2018	2700010	Rayne	68,148	1/1-12/31		
<u>10/1/2024</u>	<u>12/31/2033</u>	<u>4208D</u>	Southeast Supp Header (SESH Delivery		<u>1/1-12/31</u>		
8/1/2022	<del>125</del> /31/ <del>203</del> <u>32023</u>	4208D	Southeast Supp Header (SESH Delivery		1/1-12/31		
1/1/2018	7/31/2022	4208	Southeast Supply Header (SESH)	100,000	1/1-12/31		
1/1/2018	10/31/2018	478	Transco- Evangeline	31,852	1/1-12/31		

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.

Transporter and Shipper have mutually agreed to the following maximum or minimum pressure commitments:

\_\_\_\_Yes \_X\_ No (Check applicable blank) Transporter and Shipper have mutually agreed to a Regulatory Restructuring Reduction Option pursuant to Section 33 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

\_X\_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.

<u>Yes</u> X 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.

KAISER MARKETING APPALACHIAN, LLC By: Kaiser Midstream, LLC Its: Manager	COLUMBIA GULF TRANSMISSION, LLC
By	Ву
Title	Title
Date	Date

Appendix B to Service Agreement No. 174463

March 25, 2024

Kaiser Marketing Appalachian, LLC 6733 South Yale Avenue Tulsa, OK 74136 Attention: John Boone

### RE: FTS-1 Service Agreement No. 174463 <u>Third Sixth</u> Amendment to Negotiated Rate Letter Agreement

Dear John:

This Amended Negotiated Rate Letter Agreement between Columbia Gulf Transmission, LLC ("Transporter" or "CGT") and Kaiser Marketing Appalachian, LLC ("Shipper"), shall set forth the applicable rates, calculations thereof, and other rate provisions associated with the transportation service provided by Transporter to Shipper pursuant to the above-referenced Service Agreement. 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 Rates" during the Initial Term for the transportation service provided shall be those rates and terms agreed upon as set forth in Schedule 1 of Attachment B-1 hereto.

Accepted and agreed to this \_\_\_\_\_ day of March, 2024.

Kaiser Marketing Appalachian, LLC By: Kaiser Midstream, LLC Its: Manager

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

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

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

Columbia Gulf Transmission, LLC

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

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

### **ATTACHMENT B-1**

### **NEGOTIATED RESERVATION RATES**

Schedule 1						
Primary Receipt Point(s)*	Primary Delivery Point(s)*	Transportation Demand (Dth/day)	Term	Daily Demand Rate**	Daily Commodity Rate**	Rate Schedule
Leach (meter no.	Mainline Pool	200.000Dth/day	10/1/2024	\$0.20	\$0.00	FTS-1
<u>801)</u>	<u>(meter no. P20</u>	<u>=</u>	<u>through</u> <u>12/31/2033</u>	<u>+ 0.                                   </u>	+ 0100	
<u>Leach (meter no.</u> 801)	<u>Mainline Pool</u> (meter no. P20)	<u>300,000 Dth/day</u>	<u>6/1/2023</u> <u>through</u> <u>9/30/2024</u>	<u>\$0.20</u>	<u>\$0.00</u>	<u>FTS-1</u>
Leach (meter no. 801)	Mainline Pool (meter no. P20)	200,000 Dth/day	1/1/2018 through 125/31/203 32023	\$0.20	\$0.00	FTS-1
Leach (meter no. 801)	Rayne (meter no. 2700010)	100,000 Dth/day	11/1/2018 through 12/31/2033	\$0.20	\$0.00	FTS-1
Leach (meter no. 801)	Rayne (meter no. 2700010)	68,148 Dth/day	1/1/2018 through 10/31/2018	\$0.20	\$0.00	FTS-1
<u>Leach (meter no.</u> <u>801)</u>	<u>Southeast Supply</u> <u>Header (SESH) –</u> <u>Delivery (meter</u> <u>no. 4208D)</u>	<u>100,000 Dth/day</u>	<u>10/1/2024</u> <u>through</u> <u>12/31/2033</u>	<u>\$0.20</u>	<u>\$0.00</u>	<u>FTS-1</u>
Leach (meter no. 801)	Southeast Supply Header (SESH) - Delivery (meter no. 4208D)	100,000 Dth/day	8/1/2022 through 125/31/203 32023	\$0.20	\$0.00	FTS-1
Leach (meter no. 801)	Southeast Supply Header (SESH) - Delivery (meter no. 4208)	100,000 Dth/day	1/1/2018 through 7/31/2022	\$0.20	\$0.00	FTS-1
Leach (meter no. 801)	Transco (meter no. 478)	31,852 Dth/day	1/1/2018 through 10/31/2018	\$0.20	\$0.00	FTS-1

# \* Shipper shall have full secondary receipt and delivery point access, pursuant to the terms and conditions of CGT's FERC Gas Tariff, at no incremental charge.

\*\* In addition, Shipper shall pay all applicable demand and commodity surcharges specified under Rate Schedule FTS-1, as such may change from time to time.

In addition to the rates above, Shipper will pay the fuel retention applicable to Rate Schedule FTS-1, as such may change from time to time.