

Millennium Pipeline Company, LLC
FERC NGA Gas Tariff
Millennium Pipeline Tariffs
Proposed Effective Date: April 1, 2022
Non-Conforming/Negotiated Rate Service Agreement No. 5582 Consolidated Edison Company of New
York, Inc.
Option Code A

Service Agreement No. 5582
Control No. _____

FT-1 SERVICE AGREEMENT

THIS SERVICE AGREEMENT is made and entered into this February 3, 2022 by and between MILLENNIUM PIPELINE COMPANY, L.L.C. ("Transporter") and Consolidated Edison Company of New York, Inc. ("Shipper").

In consideration of the mutual covenants contained in this Service Agreement, the parties agree as follows:

Section 1. Definitions. Capitalized terms not defined in this Service Agreement have the same meaning given to such terms in Transporter's FERC Gas Tariff.

Section 2. Service to be Rendered. Transporter will perform and Shipper will receive service in accordance with the provisions of the effective Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, First 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No. 1 (Tariff), on file with the Federal Energy Regulatory Commission (Commission), as the same may be amended or superseded in accordance with the rules and regulations of the Commission.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 under this Service Agreement to or for Shipper, the designation of the points of delivery at which Transporter will deliver or cause gas to be delivered to or for Shipper, and the points of receipt at which Shipper will 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. Service under this Service Agreement will be provided subject to the provisions of Part 284 of the Commission's regulations.

Section 3. Term. Service under this Agreement shall commence as of April 01, 2022 and shall continue in full force and effect until March 31, 2029. Pre-granted abandonment shall apply upon termination of this Service Agreement, subject to any right of first refusal Shipper may have under the Commission's regulations and Transporter's Tariff.

X Shipper's right to extend this Service Agreement pursuant to Section 7 below,

____ Shipper's right of first refusal as a long-term shipper paying maximum rates under Transporter's FERC Gas Tariff and FERC regulations,

X Shipper's contractual right of first refusal, granted under this Service Agreement, which is equal to the rights of long-term shippers paying maximum rates under Transporter's FERC Gas Tariff and FERC regulations,

____ None of the above.

Section 4. Rates. Shipper must pay Transporter the charges and furnish Retainage as described in the above-referenced Rate Schedule, unless Transporter and Shipper have agreed otherwise as referenced in the Further Agreement Section of this Service Agreement.

Section 5. Changes in Rates and Terms. Transporter has the unilateral right to file with the FERC or other appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to Rate Schedules FT-1, FT-2, BH-1 and HT-1, (b) the terms or conditions of Rate Schedules FT-1, FT-2, BH-1 and HT-1, or (c) any provisions of the General Terms and Conditions of Service applicable to Rate Schedules FT-1, FT-2, BH-1 and HT-1. Transporter agrees that Shipper may protest or contest any such filings, or seek any authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure that the provisions referred to in (a), (b) or (c) of this Section 5 are just and reasonable.

Section 6. Pledge and Assignment. Any company which succeeds by purchase, merger, or consolidation to the properties, substantially as an entirety, of Shipper, or of Transporter, as the case may be, is entitled to the rights and is subject to the obligations of its predecessor in title under this Service Agreement; and either the Shipper or Transporter may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment or similar instrument which they have executed or may execute hereafter. Otherwise, neither Shipper nor Transporter may assign this Service Agreement or any of their rights hereunder unless they first obtain the consent in writing of the other party which consent will not be withheld, conditioned or delayed unreasonably; provided further, however, that neither Shipper nor Transporter may be released from its obligations under this Service Agreement without the consent of the other, which consent will not be withheld unreasonably.

Section 7. Special Provisions.

Check that which applies:

☒ Yes ☐ No Shipper has entered into a Consent Agreement.

☒ Yes ☐ No Shipper may be entitled to extend this Service Agreement upon providing Transporter written notice of its intent to extend and, if applicable, the requested level of capacity for the extension term pursuant to Section 4.1(b)(2) of the General Terms and Conditions of Transporter's FERC Gas Tariff within the time period that is no later than 15 months prior to the expiration of the term set forth in Section 2 above, which extension is subject to the following limitations on the rates, level of capacity, and/or contract length applicable to the extension term(s):

If a rate proceeding has not been finalized later than August 1, 2026, Transporter shall provide Shipper with a cost of service study in good faith using the current actual book data and standard FERC ratemaking methodologies for Transporter's entire pipeline system, on or before October 1, 2027.

Extension 1: Shipper will have the right to extend this Service Agreement for either (i) an additional 5-year period at a negotiated rate equal to the rate for Transporter's entire pipeline system as set forth

in the cost of service study provided; or (ii) a 3-year period as the then effective maximum recourse rate on file with the FERC.

Extension 2: If Shipper extends the term of this Service Agreement pursuant to Extension 1, Shipper shall have the right to extend for one additional year at Transporter's maximum recourse rate upon notice that is 15 months or more prior to the end of the Service Agreement Term.

With each extension by Shipper under this Section 7, Shipper shall have a contractual right of first refusal, which is equal to the rights of long-term shippers paying maximum rates under Transporter's FERC Gas Tariff and FERC's regulations. If Shipper extends the Service Agreement at any time pursuant to a contractual right of first refusal, any further extension rights will be in accordance with the Service Agreement and Transporter's FERC Gas Tariff.

Section 8. Notices. Notices to Transporter under this Agreement should be addressed to it at Millennium Pipeline Company, L.L.C., One Blue Hill Plaza, 7th Floor, P.O. Box 1565, Pearl River, NY 10965 and notices to Shipper should be addressed to it at Consolidated Edison Company of New York, Inc., 111 Broadway, Suite 1601, New York, NY 10006, Attention: Director Commodity Operations, until changed by either party by written notice.

Section 9. Superseded Agreements. This Service Agreement supersedes and cancels, as of the first day of the term of this Service Agreement, the following Service Agreements:
5582 Rev. 5

Section 10. Further Agreement.
Negotiated Rate Letter dated December 6, 2021

Section 11. Voluntary Interruption Commitments. To the extent that Shipper has been awarded a Voluntary Interruption Commitment ("VIC") pursuant to Section 15.6 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter, on Shipper's behalf, shall complete a Voluntary Interruption Commitment Confirmation ("VIC Confirmation") specifying the VIC Quantity, VIC Credit, and other terms consistent with Section 15.6 of the General Terms and Conditions of Transporter's Tariff. Such VIC Confirmation shall become effective and shall be incorporated in and made a part of this Service Agreement, as of the time and date set forth in Section 15.6 of the General Terms and Conditions of Transporter's Tariff. Shipper's rights and Transporter's obligations shall be limited to the extent specified in each VIC Confirmation executed and made a part of this agreement and pursuant to Section 15.6(e)(i) of the General Terms and Conditions of Transporter's Tariff.

**CONSOLIDATED EDISON COMPANY OF
NEW YORK, INC.**

By: _____

Its: _____

Date: _____

Joe Kimball

Vice President Energy Management

12/27/2021

MILLENNIUM PIPELINE COMPANY, L.L.C.

By: _____

Its: _____

Date: _____

DocuSigned by:

Richard R. Linder

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Sr. Vice President

2/3/2022

Revision No. 6
Control No. _____

Appendix A to Service Agreement No. 5582
Under Rate Schedule FT-1
between Millennium Pipeline Company, L.L.C. (Transporter)
and Consolidated Edison Company of New York, Inc. (Shipper)

Transportation Demand 180,000 Dth/day
MHRQ (if applicable) _____ Dth
MHDQ (if applicable) _____ Dth
Hourly Delivery Period (if applicable) _____ Hours

Primary Receipt Points

Scheduling Point No.	Scheduling Point Name	Measuring Point No.	Measuring Point Name	Maximum Daily Quantity (Dth/day)	Recurrence Interval
640168	Stagecoach	640168	Stagecoach	105,000	1/1-12/31
634444	Independence STA. NO. 2078	634444	Independence STA. NO. 2078	75,000	1/1-12/31

Receipts at all points shall not combine to exceed Shipper's MDQ.

Minimum Receipt Point Pressure: _____ 1/

Primary Delivery Points

Scheduling Point No.	Scheduling Point Name	Measuring Point No.	Measuring Point Name	Maximum Daily Delivery Obligation (Dth/day)	Recurrence Interval
633395	Ramapo AGT	633395	Ramapo AGT	125,000	1/1-12/31
629211	Buena Vista	629211	Buena Vista	55,000	1/1-12/31

Deliveries at all points shall not combine to exceed Shipper's MDQ.

Minimum Delivery Point Pressure: _____ 1/

1/ If a minimum pressure is not specifically stated, then Transporter's obligation shall be as stated in Section 13 (Pressure) of the General Terms and Conditions.

The Master List of Interconnects (MLI) as defined in Section 1 of the General Terms and Conditions of Transporter's FERC Gas Tariff is incorporated into this Service Agreement by reference for the purposes of listing valid secondary receipt points and delivery points.

Service changes pursuant to this Appendix A become effective as of April 1, 2022. This Appendix A cancels and supersedes the previous Appendix A effective as of April 1, 2022 to the Service Agreement referenced above. With the exception of this Appendix A, all other terms and conditions of said Service Agreement remain in full force and effect.

**CONSOLIDATED EDISON COMPANY OF
NEW YORK, INC.**

By: *[Signature]*

Its: *Vice President Energy Management*

Date: *12/27/2021*

MILLENNIUM PIPELINE COMPANY, L.L.C.

By: DocuSigned by:
[Signature]
C30019D34DD64FA..

Its: Sr. Vice President

Date: 2/3/2022



One Blue Hill Plaza, 7th Floor
Post Office Box 1565
Pearl River, NY 10965
845.620.1300 Voice | 845.620.1320 Fax

DATE: December 6, 2021

NAME: **Consolidated Edison Company of New York, Inc.**
ADDRESS: 4 Irving Place
New York, NY 10003

RE: Negotiated Rate Letter for Service Agreement No. 5582

Dear Mr. Ivan Kimball,

This letter shall serve as an amendment to the FT-1 Service Agreement between Consolidated Edison Company of New York, Inc. (Shipper) and Millennium Pipeline Company, L.L.C. (Transporter) designated as Transporter's Contract Number: 5582.

Rates and Other Charges: In lieu of Transporter's maximum tariff rates, Shipper will pay a reservation charge as follows:

1. From April 1, 2022 through December 31, 2023, a reservation charge of \$.473/dth/day under Rate Schedule FT-1 of Millennium's Tariff ("Rate Schedule FT-1"), plus the FERC's annual charge adjustment, and all other surcharges in effect from time to time under Rate Schedule FT-1.
2. From January 1, 2024 through March 31, 2024, a reservation charge of \$.53/dth/day under Rate Schedule FT-1, plus the FERC's annual charge adjustment, and all other surcharges in effect from time to time under Rate Schedule FT-1.
3. From April 1, 2024 through March 31, 2026, a reservation charge of \$.49/dth/day under Rate Schedule FT-1, plus all applicable commodity charges, the FERC's annual charge adjustment, and all other surcharges in effect from time to time under Rate Schedule FT-1.
4. From April 1, 2026 through March 31, 2028, a reservation charge of \$.46/dth/day under Rate Schedule FT-1, plus all applicable commodity charges, the FERC's annual charge adjustment, and all other surcharges in effect from time to time under Rate Schedule FT-1.
5. From April 1, 2028 through March 31, 2029, a reservation charge of \$.43/dth/day under Rate Schedule FT-1 plus all applicable commodity charges, the FERC's annual charge adjustment, and all other surcharges in effect from time to time under Rate Schedule FT-1.
6. If the maximum recourse rate applicable to Rate Schedule FT-1 becomes less than the negotiated rate paid pursuant to this Negotiated Rate Letter, Shipper's rate shall be revised to the maximum rate on the later of: (i) April 1, 2028 or (ii) the effective date of the lower Rate Schedule FT-1 maximum recourse rate.

Applicability of Rates to Primary Receipt and Delivery Points: If Shipper shifts Primary Points, then Shipper shall continue to pay the negotiated rates specified above.

Applicability of Rates to Secondary Receipt and Delivery Points: The negotiated rates specified above are also applicable to receipts and deliveries at all secondary receipt and delivery points.

No Initiation of Rate Case

Shipper agrees not to initiate a rate case against Transporter related to the rates applicable to Rate Schedule FT-1 during the term of Service Agreement No. 5582 and any extensions, unless such extension is at the Rate Schedule FT-1 maximum recourse rate. Notwithstanding the foregoing, nothing in this provision shall be construed as a waiver of (i) Shipper's rights to relief for Transporter's failure to satisfy its obligations to Shipper pursuant to Transporter's FERC Gas Tariff or the Service Agreement or (ii) Transporter's right to file for rate increases and/or propose changes to its FERC Gas Tariff. Nothing in this paragraph shall preclude Shipper from participating in a Transporter rate case initiated by Transporter or other Shippers or regulators to protect its interests under its other service agreements not covered by this Negotiated Rate Letter.

Emissions Reductions

The Climate Leadership and Community Protection Act (CLCPA) has imposed certain emissions reductions for the state of New York. Transporter has discussed the possibility of electrifying its Minisink compressor station as a way of effectuating a direct, significant and permanent reduction of its system greenhouse gas emissions in the State of New York. Transporter intends to seek clarification from the New York State Public Service Commission (NYSPSC) that utilities' support of Transporter's electrification project is encouraged by and complies with the CLCPA and, if emissions reductions requirements are established for utilities, that these emission reductions can be proportionally accredited to Shipper based upon its level of support for the electrification project. Assuming Transporter and Shipper receive this clarification from the NYSPSC, Transporter and Shipper shall work together in good faith to negotiate the cost recovery and other relevant terms of the electrification project. Once this cost recovery is negotiated to the satisfaction of each party and the NYSPSC if necessary, the parties will amend the Service Agreement to reflect the outcome of these negotiations. Nothing in this Negotiated Rate Letter is intended to require either Party to enter into any agreement to support the project but is a statement of intention that the Parties will negotiate in good faith to attempt to reach an agreement to support the project.

If the above meets with your approval, please have this letter executed by an authorized company representative of Consolidated Edison Company of New York, Inc. and return to the Transporter by e-mail to Gardner@MillenniumPipeline.com.

These terms are effective as of April 1, 2022.

**CONSOLIDATED EDISON COMPANY OF
NEW YORK, INC.**

By: _____

Its: Vice President Energy Management

MILLENNIUM PIPELINE COMPANY, L.L.C.

By: _____

DocuSigned by:

Richard R. Anderson

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Its: _____

Sr. Vice President