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October 15, 2025

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

Re: *Millennium Pipeline Company, L.L.C.*
Docket No. RP26-____-000
Negotiated Rate Agreements

Dear Ms. Reese:

In accordance with Sections 154.1(d) and 154.112(b) of the Federal Energy Regulatory Commission's ("FERC" or "Commission") regulations,¹ Millennium Pipeline Company, L.L.C. ("Millennium") submits the following tariff records as part of its FERC Tariff, Original Volume No. 1.1 ("Tariff"), to reflect negotiated rate agreements to be effective November 1, 2025.

ORIGINAL VOLUME NO. 1.1

<u>Record Number</u>	<u>Tariff Record Title</u>	<u>Version</u>
Section 1	Table of Contents	50.0.0
Section 2.9	Contract No. 309614-2 Shell Energy North America (US) L.P.	4.0.0
Section 2.10	Contract No. 327858-0 Sprague Operating Resources LLC	2.0.0
Section 2.12	Contract No. 317165-0 CPV Valley, LLC	3.0.0
Section 2.15	Contract No. 151457-7 Coterra Energy Inc.	5.0.0
Section 2.18	Contract No. 328760-0 NRG Business Marketing LLC	6.0.0

Statement of Nature, Reasons, and Basis for Filing

Millennium is making this filing pursuant to Section 34.11 of the General Terms and Conditions of its Tariff, in order to reflect negotiated rate transactions with certain customers for firm transportation services under Millennium's Rate Schedules FT-1 and FT-2 (collectively, the "Agreements"). The tariff records identify and describe the applicable negotiated rate transactions, including the exact legal name of the shipper, the negotiated rates, the rate schedule, the contract term, and the contract quantities.

¹ 18 C.F.R. Part 154 (2025).



Agreements

Millennium hereby submits the Agreements, as more fully described below:

- Contract No. 309614-2 between Millennium and Shell Energy North America (US) L.P. (“Shell”) was previously filed at the Commission and is currently set forth in the Negotiated Rates Service Agreements Section in Volume 1.1 of Millennium’s Tariff.² Millennium is merely amending the Statement of Negotiated Rates with an updated contract start and end date, a revised delivery point, and revisions to the commodity charge and revenue sharing mechanism.
- Contract No. 327858-0 is a new negotiated rate firm transportation agreement between Millennium and Sprague Operating Resources LLC (“Sprague”), which becomes effective November 1, 2025. Contract No. 327858-0 does not deviate in any material respect from the form of service agreement in Millennium’s Tariff. Millennium is revising its Tariff to reflect the negotiated rate agreement with Sprague.
- Contract No. 317165-0 is a new negotiated rate firm transportation agreement between Millennium and CPV Valley, LLC (“CPV”), which becomes effective November 1, 2025. Contract No. 317165 does not deviate in any material respect from the form of service agreement in Millennium’s Tariff. Millennium is revising its Tariff to reflect the negotiated rate agreement with CPV.
- Contract No. 151457-7 between Millennium and Coterra Energy Inc. (“Coterra”) was previously filed at the Commission and is currently set forth in the Negotiated Rate Service Agreements Section in Volume 1.1 of Millennium’s Tariff.³ Millennium is merely amending the Statement of Negotiated Rates with an updated contract start date and a point shift of 40,000 dekatherms a day to a new receipt point.
- Contract No. 328760-0 is a new negotiated rate firm transportation agreement between Millennium and NRG Business Marketing LLC (“NRG”), which becomes effective November 1, 2025. Contract No. 328760 does not deviate in any material respect from the form of service agreement in Millennium’s Tariff. Millennium is revising its Tariff to reflect the negotiated rate agreement with NRG.

² See *Millennium Pipeline Company, L.L.C.*, Docket No. RP25-307-000 (January 14, 2025) (unpublished Director’s Letter Order).

³ See *Millennium Pipeline Company, L.L.C.*, Docket No. RP15-416-000 (February 20, 2015) (unpublished Director’s Letter Order).



Motion to Place Tariff Record into Effect and Request for Waivers

Millennium respectfully requests that the Commission accept the Agreements to become effective on November 1, 2025 and respectfully requests waiver of Section 154.207 of the Commission's regulations to allow for this effective date.⁴

Materials Submitted

In accordance with the applicable provisions of the Commission's regulations, Millennium submits the following materials:

- (1) An eTariff XML filing package containing the tariff records in electronic format;
- (2) A PDF file of the clean tariff records for posting in the Commission's eLibrary;
- (3) A PDF file of the red-lined tariff records for posting in the Commission's eLibrary;
and
- (4) This transmittal letter.

Communications

Millennium requests that all correspondence and communications concerning this filing be sent to the following:

*George Flugrad
Associate General Counsel
Millennium Pipeline Company, LLC
One Blue Hill Plaza Suite 1509
Pearl River, New York 10965
Tel: (845) 620-1300
flugrad@millenniumpipeline.com

*The person listed above is designated for service pursuant to Rule 203 of the Commission's Rules of Practice and Procedure.⁵

⁴ See *Statement of Policy on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Rate Transportation Services of Natural Gas Pipelines*, 74 FERC ¶ 61,176 at 61,241-242 (1996) (indicating that the Commission will "readily grant requests to waive the 30-day notice requirement").

⁵ 18 C.F.R. § 385.203.



Certificate of Service, Posting, and Subscription

In accordance with Section 154.2(d) of the Commission's Regulations, a copy of this filing is available for public inspection during regular business hours at Millennium's office located in Pearl River, New York. In addition, copies of this filing are being served on jurisdictional customers and interested state regulatory agencies. Millennium has posted a copy of its filing on its website accessible via <http://www.columbiapipeinfo.com/infopost/> under "Millennium Pipeline (MPC), Tariff, Pending Tariff Filings."

Pursuant to Section 385.2011(c)(5) 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. The undersigned possesses full power and authority to sign such filing.

Respectfully submitted,

MILLENNIUM PIPELINE COMPANY, L.L.C.

By: /s/ George Flugrad
George W. Flugrad
Associate General Counsel
Millennium Pipeline Company, L.L.C

Enclosures



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TARIFF SECTION**

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Section 4.20	Negotiated Rate / Non-Conf Srv Agreement Contract No. 287937 Emera Energy Services, Inc.

Millennium Pipeline Company, LLC
FERC NGA Gas Tariff
Millennium Pipeline Tariffs
Proposed Effective Date: November 1, 2025
Negotiated Rate Service Agreement No. 309614 – Shell Energy North America (US), L.P.
Option Code A

STATEMENT OF NEGOTIATED RATES

Customer Name: Shell Energy North America (US) L.P.
Contract Number: 309614 ^{1/}
Rate Schedule: FT-2
Reservation Charge: \$0.00/Dth/d ^{2/}
Commodity Charge: As specified in the Currently Effective Rates section of Millennium's Tariff for service under Rate Schedule FT-2 ^{2/}
Transportation Demand: 20,000 Dth/d
Receipt Point(s): 20,000 Dth/d at MPL Pool East, Scheduling Point No. P60
Delivery Point(s): 20,000 Dth/d at NYS-Kirkwood, Scheduling Point No. 600302
Contract Start Date: November 1, 2025
Contract End Date: March 31, 2026

^{1/} The designated service agreement does not deviate in any material respect from the Form of Service Agreement contained in Transporter's Tariff.

^{2/} In lieu of Transporter's maximum tariff rates, Shipper will pay a reservation charge of \$0.00/dth/day and the minimum commodity charge under rate schedule FT-2 of Millennium's Tariff, plus the rate determined each day by the applicable revenue sharing mechanism set forth below

- Rate Adder 1 (for in-path volumes): The product of (i) 80% and (ii) the greater of 1) zero or 2) the difference between Millennium, East receipts and Eastern Gas, North at execution price less commodity and (iii) daily scheduled delivery volumes.

Or

- Rate Adder 2 (for out-of-path volumes): The product of (i) 80% and (ii) the greater of 1) zero or 2) the difference between Millennium, East receipts and Tx. Eastern, M-3 at execution price less commodity and (iii) daily scheduled delivery volumes.

Additionally, Shipper shall pay all applicable commodity charges, the FERC's annual charge adjustment, and all other surcharges in effect from time to time under Rate Schedule FT-2 of Millennium's Tariff. The charge(s) specified above is applicable to services during the entire term of the FT-2 Service Agreement, regardless of any otherwise applicable maximum recourse reservation rate under Rate Schedule FT-2.

If Shipper shifts Primary Points, then Shipper shall pay the higher of the negotiated rates specified above or Millennium's applicable maximum tariff rates.

The rates specified above are also applicable to receipts and deliveries at all secondary receipt and delivery points (each a "Qualifying Secondary Point"). If Shipper uses any points other than a Qualifying Secondary Point, then Shipper shall pay Millennium's applicable maximum tariff rates solely with respect to those volumes that are received at or delivered to a point that is not a Qualifying Secondary Point.

Millennium Pipeline Company, LLC
FERC NGA Gas Tariff
Millennium Pipeline Tariffs
Proposed Effective Date: November 1, 2025
Negotiated Rate Service Agreement No. 327858 – Sprague Operating Resources LLC
Option Code A

STATEMENT OF NEGOTIATED RATES

Customer Name: Sprague Operating Resources
Contract Number: 327858 ^{1/}
Rate Schedule: FT-2
Reservation Charge: \$0.00/Dth/d ^{2/}
Commodity Charge: As specified in the Currently Effective Rates section of Millennium's Tariff for service under Rate Schedule FT-2 ^{2/}
Transportation Demand: 20,000 Dth/d
Receipt Point(s): 20,000 Dth/d at MPL Pool East, Scheduling Point No. P60
Delivery Point(s): 20,000 Dth/d at Port Dick, Scheduling Point No. 600301
Contract Start Date: November 1, 2025
Contract End Date: May 31, 2026.

^{1/} The designated service agreement does not deviate in any material respect from the Form of Service Agreement contained in Transporter's Tariff.

^{2/} In lieu of Transporter's maximum tariff rates, Shipper will pay a reservation charge of \$0.00/dth/day and the minimum commodity charge under Rate Schedule FT-2, plus the rate determined each day by the applicable revenue sharing mechanism set forth below

- Rate Adder 1: The product of (i) 80% and (ii) the greater of 1) zero or 2) the difference between Millennium, East receipts and Eastern Gas, North at execution price less commodity/fuel.

Or

- Rate Adder 2: The product of (i) 80% and (ii) the greater of 1) zero or 2) the difference between Millennium, East receipts and Tx. Eastern, M-3 at execution price less commodity/fuel.

Additionally, Shipper shall pay all applicable commodity charges, the FERC's annual charge adjustment, and all other surcharges in effect from time to time under Rate Schedule FT-2 of Millennium's Tariff. The charge(s) specified above is applicable to services during the entire term of the FT-2 Service Agreement, regardless of any otherwise applicable maximum recourse reservation rate under Rate Schedule FT-2.

If Shipper shifts Primary Points, then Shipper shall pay the higher of the negotiated rates specified above or Millennium's applicable maximum tariff rates.

The rates specified above are also applicable to receipts and deliveries at all secondary receipt and delivery points (each a "Qualifying Secondary Point"). If Shipper uses any points other than a Qualifying Secondary Point, then Shipper shall pay Millennium's applicable maximum tariff rates solely with respect to those volumes that are received at or delivered to a point that is not a Qualifying Secondary Point.

Millennium Pipeline Company, LLC
FERC NGA Gas Tariff
Millennium Pipeline Tariffs
Proposed Effective Date: November 1, 2025
Negotiated Rate Service Agreement No. 317165 – CPV Valley, LLC
Option Code A

STATEMENT OF NEGOTIATED RATES

Customer Name: CPV Valley, LLC
Contract Number: 317165 ^{1/}
Rate Schedule: FT-1
Reservation Charge: \$0.375/Dth/d ^{2/}
Commodity Charge: As specified in the Currently Effective Rates section of Millennium's Tariff for service under Rate Schedule FT-1 ^{2/}
Transportation Demand: 60,000 Dth/d
Receipt Point(s): 18,754 Dth/d at Stagecoach Receipt, Scheduling Point No. 640168
41,246 Dth/d at Laser Midstream, Scheduling Point No. 340608
Delivery Point(s): 60,000 Dth/d at Valley Lateral, Scheduling Point No. 643206
Contract Start Date: November 1, 2025
Contract End Date: March 31, 2028.

^{1/} The designated service agreement does not deviate in any material respect from the Form of Service Agreement contained in Transporter's Tariff.

^{2/} In lieu of Transporter's maximum tariff rates, Shipper will pay a reservation charge of \$0.375/dth/day under Rate Schedule FT-1 of Millennium's Tariff, 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 of Millennium's Tariff. The charge(s) specified above is applicable to services during the entire term of the FT-1 Service Agreement, regardless of any otherwise applicable maximum recourse reservation rate under Rate Schedule FT-1.

The rates specified above are also applicable to receipts and deliveries at all current in-path secondary receipts (each a "Qualifying Secondary Receipt Point"). A negotiated reservation charge of \$0.425/dth/day 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 of Millennium's Tariff shall be applicable to secondary deliveries at the following delivery points: 633395-Ramapo (a "Qualifying Secondary Delivery Point"). If Shipper uses any points other than a Qualifying Secondary Receipt and/or Delivery Point, then Shipper shall pay the higher of the negotiated rates specified above or Millennium's applicable maximum tariff rates, solely with respect to those volumes that are received at or delivered to a point that is not a Qualifying Secondary Receipt and/or Delivery Point.

Millennium Pipeline Company, LLC
FERC NGA Gas Tariff
Millennium Pipeline Tariffs
Proposed Effective Date: November 1, 2025
Negotiated Rate Service Agreement No. 151457 – Coterra Energy Inc.
Option Code A

STATEMENT OF NEGOTIATED RATES

Customer Name: Coterra Energy Inc.
Contract Number: 151457 ^{1/}
Rate Schedule: FT-1
Reservation Charge: \$0.37/Dth/d ^{2/}
Commodity Charge: As specified in the Currently Effective Rates section of Millennium's Tariff for service under Rate Schedule FT-1 ^{2/}
Transportation Demand: 70,000 Dth/d
Receipt Point(s): 30,000 Dth/d at Laser Midstream, Scheduling Point No. 640608
40,000 Dth/d at Sanford, Scheduling Point No. 642638
Delivery Point(s): 70,000 Dth/d at Ramapo AGT, Scheduling Point No. 633395
Contract Start Date: November 1, 2025
Contract End Date: May 31, 2028. ^{3/}

^{1/} The designated service agreement does not deviate in any material respect from the Form of Service Agreement contained in Transporter's Tariff.

^{2/} In lieu of Transporter's maximum tariff rates, Shipper will pay a reservation charge of \$0.37/dth/day under Rate Schedule FT-1 of Millennium's Tariff, 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 of Millennium's Tariff. The charge(s) specified above is applicable to services during the entire term of the FT-1 Service Agreement, regardless of any otherwise applicable maximum recourse reservation rate under Rate Schedule FT-1.

The rates specified above are also applicable to receipts and deliveries at all current in-path secondary receipt and delivery points and the following receipt and delivery points: Receipts (Future mainline in-path receipt points) and Deliveries (Future mainline in-path delivery points) (each a "Qualifying Secondary Point"). If Shipper uses any points other than a Qualifying Secondary Point, then Shipper shall pay Millennium's applicable maximum tariff rates solely with respect to those volumes that are received at or delivered to a point that is not a Qualifying Secondary Point.

^{3/} The term of the Service Agreement is subject to Shipper's right to extend the agreement pursuant to Sections 3 and 7 of the Service Agreement.

Millennium Pipeline Company, LLC
FERC NGA Gas Tariff
Millennium Pipeline Tariffs
Proposed Effective Date: November 1, 2025
Negotiated Rate Service Agreement No. 328760 – NRG Business Marketing LLC
Option Code A

STATEMENT OF NEGOTIATED RATES

Customer Name: NRG Business Marketing LLC
Contract Number: 328760 ^{1/}
Rate Schedule: FT-2
Reservation Charge: \$0.00/Dth/d ^{2/}
Commodity Charge: As specified in the Currently Effective Rates section of Millennium's Tariff for service under Rate Schedule FT-1 ^{2/}
Transportation Demand: 20,000 Dth/d
Receipt Point(s): 20,000 Dth/d at Laser Midstream, Scheduling Point No. 640608
Delivery Point(s): 10,000 Dth/d at Westover, Scheduling Point No. 600300
5,000 Dth/d at NYS Willis Road, Scheduling Point No. 633520
5,000 Dth/d at Endicott, Scheduling Point No. 600303
Contract Start Date: November 1, 2025
Contract End Date: March 31, 2026.

^{1/} The designated service agreement does not deviate in any material respect from the Form of Service Agreement contained in Transporter's Tariff.

^{2/} In lieu of Transporter's maximum tariff rates, Shipper will pay a reservation charge of \$0.00/dth/day and the minimum commodity charge under Rate Schedule FT-2, plus the rate determined each day by the applicable revenue sharing mechanism set forth below

- Rate Adder: The product of (i) 80% and (ii) the positive difference, if any, between the Gas Daily Average as published in Platts applicable at the nominated Delivery Locations shown in Exhibit A and the Gas Daily Average as published by Platts applicable at the nominated Receipt Location shown in Exhibit A at execution price less commodity/fuel.

Additionally, Shipper shall pay all applicable commodity charges, the FERC's annual charge adjustment, and all other surcharges in effect from time to time under Rate Schedule FT-2 of Millennium's Tariff. The charge(s) specified above is applicable to services during the entire term of the FT-2 Service Agreement, regardless of any otherwise applicable maximum recourse reservation rate under Rate Schedule FT-2.

If Shipper shifts Primary Points, then Shipper shall pay the higher of the negotiated rates specified above or Millennium's applicable maximum tariff rates.

The rates specified above are also applicable to receipts and deliveries at all secondary receipt and delivery points (each a "Qualifying Secondary Point"). If Shipper uses any points other than a Qualifying Secondary Point, then Shipper shall pay Millennium's applicable maximum tariff rates solely with respect to those volumes that are received at or delivered to a point that is not a Qualifying Secondary Point.

Exhibit A

Receipt Locations		
Recpt Pt	Rcpt Meter	GD Location
East Pool	6051551	Millennium, East Receipts
Stagecoach	640168	Millennium, East Receipts
Sanford	642638	Millennium, East Receipts
Holding Point	642806	Eastern Gas South
Nat Fuel Independence	634444	Eastern Gas South or TGP - Sta. 313
Empire - Corning	640167	Eastern Gas South or TGP - Sta. 219
Delivery Locations		
Del Pt	Del Meter	GD Location
Holding Point	642806	Eastern Gas South
Nat Fuel Independence	634444	Eastern Gas South or TGP - Sta. 313
Empire - Corning	640167	Eastern Gas South or TGP - Sta. 219
East Pool	6051551	Millennium, East Receipts
Stagecoach	640168	Millennium, East Receipts
Endicott	600303	Millennium, East Receipts
Wagoner	640203	Eastern Gas South or TCO Pool
CPV Valley Lateral	643206	Tetco M3
Ramapo	633395	Tetco M3
Bowline	637528	Tetco M3
CHUD	600314	Tetco M3

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Section 4.20	Negotiated Rate / Non-Conf Srv Agreement Contract No. 287937 Emera Energy Services, Inc.

Millennium Pipeline Company, LLC

FERC NGA Gas Tariff

Millennium Pipeline Tariffs

Proposed Effective Date: ~~February~~ November 1, 2025

Negotiated Rate Service Agreement No. 309614 – Shell Energy North America (US), L.P.

Option Code A

STATEMENT OF NEGOTIATED RATES

Customer Name: Shell Energy North America (US) L.P.
Contract Number: 309614 ^{1/}
Rate Schedule: FT-2
Reservation Charge: \$0.00/Dth/d ^{2/}
Commodity Charge: As specified in the Currently Effective Rates section of Millennium's Tariff for service under Rate Schedule FT-2 ^{2/}
Transportation Demand: 20,000 Dth/d
Receipt Point(s): 20,000 Dth/d at MPL Pool East, Scheduling Point No. P60
Delivery Point(s): 20,000 Dth/d at ~~Holding Point Interconnect~~ NYS-Kirkwood, Scheduling Point No. ~~642806~~ 600302
Contract Start Date: ~~February~~ November 1, 2025
Contract End Date: March 31, 2026~~5~~

^{1/} The designated service agreement does not deviate in any material respect from the Form of Service Agreement contained in Transporter's Tariff.

^{2/} In lieu of Transporter's maximum tariff rates, Shipper will pay a reservation charge of \$0.00/dth/day ~~under Rate Schedule FT-1 of Millennium's Tariff and a negotiated-commodity charge of \$0.0019~~ the minimum commodity charge under rate schedule FT-2 of Millennium's Tariff, plus the rate determined each day by the applicable revenue sharing mechanism set forth below

- Rate Adder 1 (for in-path volumes): The product of (i) 80% and (ii) the greater of 1) zero or 2) the difference between Millennium, East ~~Pool~~ receipts and Eastern Gas, - North at execution price less commodity and (iii) daily scheduled delivery volumes.

Or

- Rate Adder 2 (for out-of-path volumes): The product of (i) 80% and (ii) the greater of 1) zero or 2) the difference between Millennium, East ~~Pool~~ receipts and ~~TETCO Tx. Eastern, M-3~~ at execution price less commodity and (iii) daily scheduled delivery volumes.

Additionally, Shipper shall pay all applicable commodity charges, the FERC's annual charge adjustment, and all other surcharges in effect from time to time under Rate Schedule FT-2 of Millennium's Tariff. The charge(s) specified above is applicable to services during the entire term of the FT-2 Service Agreement, regardless of any otherwise applicable maximum recourse reservation rate under Rate Schedule FT-2.

If Shipper shifts Primary Points, then Shipper shall pay the higher of the negotiated rates specified above or Millennium's applicable maximum tariff rates.

The rates specified above are also applicable to receipts and deliveries at all secondary receipt and delivery points (each a "Qualifying Secondary Point"). If Shipper uses any points other than a Qualifying Secondary Point, then Shipper shall pay Millennium's applicable maximum tariff rates solely with respect to those volumes that are received at or delivered to a point that is not a Qualifying Secondary Point.

Millennium Pipeline Company, LLC

FERC NGA Gas Tariff

Millennium Pipeline Tariffs

Proposed Effective Date: ~~April~~ November 1, 2025

Negotiated Rate Service Agreement No. 151457 – Coterra Energy Inc.

Option Code A

STATEMENT OF NEGOTIATED RATES

Customer Name: Coterra Energy Inc.
Contract Number: 151457 ^{1/}
Rate Schedule: FT-1
Reservation Charge: \$0.37/Dth/d ^{2/}
Commodity Charge: As specified in the Currently Effective Rates section of Millennium's Tariff for service under Rate Schedule FT-1 ^{2/}
Transportation Demand: 70,000 Dth/d
Receipt Point(s): 370,000 Dth/d at Laser Midstream, Scheduling Point No. 640608
40,000 Dth/d at Sanford, Scheduling Point No. 642638
Delivery Point(s): 70,000 Dth/d at Ramapo AGT, Scheduling Point No. 633395
Contract Start Date: ~~April~~ November 1, 2025
Contract End Date: May 31, 2028. ^{3/}

^{1/} The designated service agreement does not deviate in any material respect from the Form of Service Agreement contained in Transporter's Tariff.

^{2/} In lieu of Transporter's maximum tariff rates, Shipper will pay a reservation charge of \$0.37/dth/day under Rate Schedule FT-1 of Millennium's Tariff, 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 of Millennium's Tariff. The charge(s) specified above is applicable to services during the entire term of the FT-1 Service Agreement, regardless of any otherwise applicable maximum recourse reservation rate under Rate Schedule FT-1.

The rates specified above are also applicable to receipts and deliveries at all current in-path secondary receipt and delivery points and the following receipt and delivery points: Receipts (Future mainline in-path receipt points) and Deliveries (Future mainline in-path delivery points) (each a "Qualifying Secondary Point"). If Shipper uses any points other than a Qualifying Secondary Point, then Shipper shall pay Millennium's applicable maximum tariff rates solely with respect to those volumes that are received at or delivered to a point that is not a Qualifying Secondary Point.

^{3/} The term of the Service Agreement is subject to Shipper's right to extend the agreement pursuant to Sections 3 and 7 of the Service Agreement.