

Columbia Gas Transmission, LLC
FERC NGA Gas Tariff
Baseline Tariffs
Proposed Effective Date: November 1, 2021
Service Agreement No. 78193 - City of Richmond
Option Code A

Service Agreement No. 78193

Revision No. 8

FTS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 28 day of May, 2021, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and CITY OF RICHMOND, VIRGINIA ("Shipper").

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

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No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission"), as the same may be amended or superseded in accordance with the rules and regulations of the Commission.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

Section 2. Term. Service under this Agreement shall commence as of November 1, 2021, and shall continue in full force and effect until October 31, 2026. Pre-granted abandonment shall apply upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's regulations and Transporter's Tariff.

Section 3. Rates. Shipper shall pay Transporter the charges and furnish Retainage as described in the above-referenced Rate Schedule, unless otherwise agreed to by the parties in writing and specified as an amendment to this Service Agreement. Transporter may agree to discount its rate to Shipper below Transporter's maximum rate, but not less than Transporter's minimum rate. Such discounted rate may apply to: (a) specified quantities (contract demand or commodity quantities); (b) specified quantities above or below a certain level or all quantities if quantities exceed a certain level; (c) quantities during specified time periods; (d) quantities at specified points, locations, or other defined geographical areas; (e) that a specified discounted rate will apply in a specified relationship to the quantities actually transported (i.e., that the reservation charge will be adjusted in a specified relationship to quantities actually transported); (f) production and/or reserves committed by the Shipper; and (g) based on a formula including, but not limited to, published index prices for specific receipt and/or delivery points or other agreed-upon pricing points, provided that the resulting rate shall be no lower than the minimum nor higher than the maximum applicable rate set forth in the Tariff. In addition, the discount agreement may include a provision that if one rate component which was at or below the applicable maximum rate at the time the discount agreement was executed subsequently exceeds the applicable maximum rate due to a change in Transporter's maximum rate so that such rate component must be adjusted downward to equal the new applicable maximum rate, then other rate components may be adjusted upward to achieve the agreed overall rate, so long as none of the resulting rate components exceed the maximum rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission order accepts revised tariff sections. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates, which had been charged under a discount agreement, exceeded rates which ultimately are found to be just and reasonable.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 700 Louisiana St., Suite 700, Houston, Texas 77002-2700, Attention: Customer Services and notices to Shipper shall be

addressed to it at City of Richmond, Virginia, Dept Of Public Utilities, 6th Floor, 730 East Broad Street, Richmond, VA 23219, Attention: David Daughtry, until changed by either party by written notice.

Section 5. Superseded Agreements. This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreement(s): FTS No. 78193, Revision No. 7.

CITY OF RICHMOND, VIRGINIA
By *[Signature]*
Title Interim Director of Public Utilities
Date 5/28/21

COLUMBIA GAS TRANSMISSION, LLC
DocuSigned by:
By *[Signature]*
Title Director, Commercial East
Date June 5, 2021

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JR

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AC

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Appendix A to Service Agreement No. 78193
 Under Rate Schedule FTS
 between Columbia Gas Transmission, LLC ("Transporter")
 and City of Richmond, Virginia ("Shipper").

Transportation Demand

<u>Begin Date</u>	<u>End Date</u>	<u>Transportation Demand Dth/day</u>	<u>Recurrence Interval</u>
11/01/2021	10/31/2026	50,979	1/1 - 12/31

Primary Receipt Points

<u>Begin Date</u>	<u>End Date</u>	<u>Scheduling Point No.</u>	<u>Scheduling Point Name</u>	<u>Measuring Point No.</u>	<u>Measuring Point Name</u>	<u>Maximum Daily Quantity (Dth/day)</u>	<u>Minimum Receipt Pressure Obligation (psig) 1/</u>	<u>Recurrence Interval</u>
11/01/2021	10/31/2026	801	TCO-LEACH	801	TCO-LEACH	50,979		1/1 - 12/3

Primary Delivery Points

<u>Begin Date</u>	<u>End Date</u>	<u>Scheduling Point No.</u>	<u>Scheduling Point Name</u>	<u>Measuring Point No.</u>	<u>Measuring Point Name</u>	<u>Maximum Daily Delivery Obligation (Dth/day) 1/</u>	<u>Design Daily Quantity (Dth/day) 1/</u>	<u>Minimum Delivery Pressure Obligation (psig) 1/</u>	<u>Recurrence Interval</u>
11/01/2021	10/31/2026	30RV	RICHMOND CITY OF	30RV	RICHMOND CITY OF	50,979			1/1 - 12/3

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

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

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

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

Yes No (Check applicable blank) All gas shall be delivered at existing points of interconnection within the MDDOs, ADQs and/or DDQs, as applicable, set forth in Transporter's currently effective Rate Schedule SST Service Agreement No. 78194 Appendix A with Shipper, which are incorporated herein by reference.

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

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

CITY OF RICHMOND, VIRGINIA
By *[Signature]*
Title Interim Public Utilities Director
Date 5/28/21

COLUMBIA GAS TRANSMISSION, LLC
By *[Signature]*
Title Director, Commercial East
Date June 5, 2021

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ADDENDUM TO FTS SERVICE AGREEMENT NO. 78193, REVISION NO. 8

The City of Richmond (the “Shipper”), and Columbia Gas Transmission, LLC (“Transporter”) are this day entering into the FTS Service Agreement No. 78193, Revision No. 8. This Addendum, duly executed by the parties, is attached to and hereby made a part of the FTS Service Agreement No. 78193, Revision No. 8. Together, this Addendum and FTS Service Agreement No. 78193, Revision No. 8 constitute the “Contract.” The Contract is effective as of the date on which the Shipper’s Director of Public Utilities signs this Addendum. The parties agree as follows:

- A. **Transporter Status.** The Transporter represents and warrants that it is a legal entity authorized to do in Virginia the business provided for in the Contract, and if the Transporter is not a United States-based entity, the Transporter maintains a registered agent and a certification of authority to do business in Virginia. In its performance under the Contract, the Transporter acts and will act as an independent contractor, and not as an agent or employee of the Shipper.
- B. **Shipper Status and Shipper’s Representations.** The Shipper is a municipal corporation organized under the laws of the Commonwealth of Virginia. The Contract has been reviewed by staff of the Shipper. Its substantive terms are appropriate to the needs of the Shipper, and sufficient funds have been allocated for its performance by the Shipper. The Shipper has available funds in the amount of \$38,552,358.96 for its performance under this Contract. Shipper expressly affirms that Shipper’s Director of Public Utilities has the authority to execute this Contract and bind Shipper to the terms contained herein.
- C. **Exceptions to FTS Service Agreement No. 78193, Revision No. 8.** The FTS Service Agreement No. 78193, Revision No. 8, with the exceptions noted herein, is acceptable to the Shipper. Nonetheless, because certain standard clauses in, or incorporated by reference into, the FTS Service Agreement No. 78193, Revision No. 8 cannot be accepted by the Shipper pursuant to the laws applicable to the Shipper, and in consideration of the convenience of using the FTS Service Agreement No. 78193, Revision No. 8, and this Addendum, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached FTS Service Agreement No. 78193, Revision No. 8, none of the following provisions shall have any effect or be enforceable against the Shipper:
1. Requiring the Shipper to maintain any type of insurance either for the Shipper’s benefit or for the Transporter’s benefit;
 2. Requiring or stating that the terms of the FTS Service Agreement No. 78193, Revision No. 8 shall prevail over the terms of this Addendum in the event of conflict or otherwise;
 3. Requiring the Shipper to waive the Shipper’s sovereign immunity beyond the extent permitted by applicable Virginia law;
 4. Requiring the application of the law of any state other than Virginia in interpreting

or enforcing the Contract or requiring or permitting that any dispute under the Contract be resolved in any court other than the Circuit Court of the City of Richmond, Virginia;

5. Requiring that the Contract be “accepted” or endorsed by the home office or by any other officer subsequent to execution by the Shipper’s Director of Public Utilities before the Contract is considered in effect;
6. Delaying the formation or effective date of the Contract beyond the date on which the Shipper’s Director of Public Utilities signs this Addendum pursuant to the authority delegated pursuant to section 21-3(c) of the Code of the City of Richmond (2020) (“City Code”); provided, however, that service under the term extension contemplated by the Contract commences November 1, 2021;
7. Limiting or adding to the applicable statute of limitations within which claims can be made or actions can be brought;
8. Permitting unilateral modification of the Contract by the Transporter, or deeming the Shipper to agree to a modification of the Contract by means other than affirmatively signing a contract modification on paper; provided, however, a modification to the “Tariff” in accordance with the rules of the “Commission” contemplated by the FTS Service Agreement No. 78193, Revision No. 8 shall not constitute a “unilateral modification” for the purposes of this Addendum;
9. Binding the Shipper to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
10. Granting the Transporter a security interest in property of the Shipper except as expressly provided for in Transporter’s Tariff, a right to an injunction against the Shipper greater than authorized by Richmond City Charter § 2.08, or a right to any other form of equitable relief not authorized by the Constitution of Virginia or laws of the Commonwealth of Virginia;
11. Requiring the Shipper to keep confidential any records subject to disclosure under the Virginia Freedom of Information Act or with respect to which the Transporter has not complied with the requirements of Richmond City Code § 21-5 / Va. Code § 2.2-4342, with the exception of the proprietary and confidential information associated with Transporter’s contracting system described in Section 2.7 of the General Terms and Conditions of Transporter’s Tariff;
12. Limiting the Shipper’s selection and approval of counsel and approval of any settlement in any claim arising under the Contract and in which the Shipper or any of its officers, employees, or agents is a named party;
13. Establishing a presumption of severe or irreparable harm to the Transporter by the actions or inactions of the Shipper or any officer, employee, or agent thereof; and

14. Granting any right or incurring any obligation that is beyond the duly granted authority of the undersigned Shipper representative to grant or incur on behalf of the Shipper, or requiring the Shipper to violate any applicable law or regulation.

- D. **Mandatory Contractual Provisions.** The Shipper and the Transporter agree that, because the Shipper is subject to certain public procurement requirements set forth in Chapter 21 of City Code, certain contract provisions mandated by that Chapter must be included as a part of the Contract. Accordingly, the mandatory provisions of City Code § 21-43(d) (i.e., the Shipper's obligation not to discriminate against faith-based organizations), City Code § 21-70 (i.e., non-discrimination requirements for contracts with a value above \$10,000), City Code § 21-167 (i.e., the procedure for filing claims), and City Code § 21-280 (i.e., prohibitions on kickbacks) are hereby incorporated by reference into the Contract.
- E. **Entire Agreement.** The Addendum and the FTS Service Agreement No. 78193, Revision No. 8 constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have caused the Contract to be duly executed as of the date on which this Addendum is signed by the Shipper's Director of Public Utilities, intending thereby to be legally bound.

For the Transporter:

For the Shipper:

DS
JR
By: John Richardson
CD81AEB6018146C...
Printed Name: John Richardson
Title: Director, Commercial East
Date: June 5, 2021

DS
AC
Title: Director, Commercial East

DS
JS
Date: June 5, 2021

By: Alfred Scott
Alfred Scott
Interim Director of Public Utilities
Date: 5/28/21

Approved as to Form:

Ben Piv
Assistant City Attorney