

RATE SCHEDULE X-131

Parties to the Agreement:	Columbia Gas Transmission Corporation and The City of Richmond, Virginia
Date of Agreement:	December 1, 1995
Service Rendered:	LNG Storage Service

Issued By: S. M. Warnick, Vice President

Effective: December 1, 1995

Issued On: August 14, 1996

RATE SCHEDULE X-131
LIQUEFIED NATURAL GAS STORAGE SERVICE

THIS AGREEMENT, made effective as of the 1st day of December 1995, by and between Columbia Gas Transmission Corporation (hereinafter called Seller) and The City of Richmond, Virginia (hereinafter called Buyer).

WITNESSETH:

WHEREAS, Buyer, pursuant to Seller's filing in Docket No. CP95-206 with the Federal Energy Regulatory Commission, is to receive an increased Liquefaction Demand as defined herein (from 25,800 Dth/d to 35,800 Dth/d), and it is necessary to enter into this Agreement to reflect this increase;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained and contingent upon authorization under Section 7(c) of the Natural Gas Act, as amended, the parties hereto agree as follows:

1. DEFINITIONS

- 1.1 LNG Service. The LNG Service provided hereunder shall consist of the liquefaction, storage and regasification and delivery to Buyer of quantities of gas delivered to Seller by Buyer, or others at Buyer's direction.
- 1.2 Liquefaction Demand. The Liquefaction Demand shall be the maximum daily volume of gas which Seller shall at

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LIQUEFIED NATURAL GAS STORAGE SERVICE (Cont'd)

the time be obligated to deliver to Buyer and Buyer shall be entitled to receive from Seller under this Agreement, subject to the limitations set forth in Section 6 of this Agreement, which shall be 35,800 Dth/d.

- 1.3 Liquefaction Capacity Volume. The Liquefaction Capacity Volume shall be that volume of gas which Seller is obligated to liquefy, store in liquid form and keep available for delivery to Buyer in any single Withdrawal Period, which shall be 111,250 Dth.
- 1.4 Liquefied Gas Balance. The Liquefied Gas Balance of Buyer at any particular time shall be the volume of LNG in storage for Buyer's account at such time.
- 1.5 Injection Period. The Injection Period shall be the eight consecutive months beginning on April 1 and extending through the succeeding November 30.
- 1.6 Withdrawal Period. The Withdrawal Period shall be the four consecutive months beginning December 1 of any year extended throughout the next succeeding March 31.
- 1.7 Adjusted Liquefaction Capacity Volume. The Adjusted Liquefaction Capacity Volume for any withdrawal period shall be the Mcf equivalent of the Liquefaction Capacity Volume, multiplied by a fraction the numerator of which is the Btu content per cubic foot of the LNG in storage on or around October 15 of the preceding injection period and the denominator of which is 1,000.
- 1.8 Buyer's Undivided Interest in Capacity. The undivided interest in the capacity of certain facilities, which was acquired by Buyer through the Deed and Bill of Sale of Capacity Interest between Buyer and Commonwealth Pipeline.

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All other defined terms, as applicable, shall be defined in accordance with the definitions found in the General Terms and Conditions contained in Seller's FERC Gas Tariff, Second Revised Volume No. 1 (General Terms and Conditions). The terms "Seller" and "Buyer" as used in the General Terms and Conditions shall refer to Seller and Buyer as those terms are defined herein for purposes of this Agreement.

2. SERVICE TO BE PROVIDED.

Seller agrees to render to Buyer LNG Service, under the terms and conditions contained herein. The points of delivery for Buyer shall be as specified in Exhibit A, which is incorporated herein by reference. LNG Service rendered under this Agreement, subject to the limitations described herein, shall be firm and shall not be subject to curtailment or interruption except under force majeure conditions as described in Sections 15, 16 and 32 of the General Terms and Conditions.

3. RATE AND PAYMENT.

Buyer shall pay Seller each month for LNG Service rendered under this Agreement, the sum of the following amounts:

Demand Charge: A charge per month per Dth of Liquefaction Demand. The Demand Charge under this Agreement shall be \$0.810/Dth.

Capacity Charge: A charge per month per Dth of Liquefaction Capacity Volume. The Capacity Charge under this Agreement shall be 3.01¢/Dth.

Issued By: S. M. Warnick, Vice President

Effective: ~~December 1, 1995~~

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Seller reserves the right to propose modifications to the rates reflected above in future rate proceedings consistent with the Columbia Gas Transmission Corporation/Commonwealth Gas Pipeline Corporation Proposed Merger Points of Agreement, in accordance with its rights under the Natural Gas Act or other applicable statutes, as well as applicable rules and regulations. Buyer retains the right to participate in such proceedings in order to review any modifications proposed by Seller, and reserves the right to protest and oppose any modifications, in accordance with its rights under the Natural Gas Act or other applicable statutes, as well as applicable rules and regulations. The rates for the service under this Agreement effective February 1, 1996, and thereafter shall be as set forth in Seller's FERC Gas Tariff, Second Revised Volume No. 1, Sheet No. 31.

Seller shall submit monthly bills to Buyer, and Buyer shall remit payment to Seller, in accordance with the provisions of Section 10 of the General Terms and Conditions.

4. MINIMUM MONTHLY BILL.

The minimum monthly bill shall be the sum of the Demand Charge and the Capacity Charge for the month.

5. INJECTION INTO STORAGE.

5.1 General Procedure. Seller guarantees to liquefy and inject LNG into storage at such times and in such volumes as to permit Seller to have in storage at the beginning of the Withdrawal Period at least the aggregate of the Adjusted Liquefaction Capacity Volume of Buyer and the Adjusted Liquefaction Capacity Volumes of Virginia Natural Gas, Inc. and Commonwealth Gas Services, Inc. for LNG Service rendered to them by Buyer. It is understood that natural gas for injection shall be provided by Buyer from, including but not limited to gas being transported by Seller for Buyer under Seller's Rate Schedules, or gas delivered through Buyer's Undivided Interest in Capacity. Any LNG withdrawn by Buyer during the injection period shall be deducted from Buyer's Liquefied Gas Balance.

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Seller shall be obligated to accept for liquefaction each day the amount so nominated up to 1/240th of Buyer's Adjusted Liquefaction Capacity Volume. Seller guarantees, subject to force majeure as defined in Sections 15, 16 and 32 of the General Terms and Conditions, that it will maintain in storage at all times a volume of LNG at least equal to the aggregate of the current Liquefied Gas Balance of Buyer and the current Liquefied Gas Balances of Virginia Natural Gas, Inc. and Commonwealth Gas Services, Inc. for LNG Service rendered to them by Buyer.

- 5.2 Excess Injection. Buyer may request Seller to inject gas into storage for Buyer's account on any day in excess of 1/240th of Buyer's Adjusted Liquefaction Capacity Volume. Seller may make such excess injection if, in Seller's reasonable judgment, such injection can be made without adverse effect on Seller's operations.

6. WITHDRAWALS FROM STORAGE.

- 6.1 General Procedure. When Buyer desires that LNG stored for its account under this Agreement be delivered to it during the Withdrawal Period, Buyer shall give notice prior to 7:45 a.m. to Seller's dispatcher specifying the volume of LNG desired during the current day, unless waived by Seller. Seller shall deliver to Buyer during that day the volume of LNG so nominated, subject to the limitations set forth below.

- 6.2 Volumetric Limitations. The volume of LNG nominated by Buyer under the preceding Section shall not exceed Buyer's Liquefaction Demand or Liquefied Gas Balance. Seller shall commence delivery of Buyer's nomination at the beginning of such day or at such other hour as requested by Buyer. Seller shall be obligated to deliver at the hourly rate specified by Buyer up to, but not more than 1/24th of Buyer's Liquefaction Demand during any one hour. Buyer may change its nomination to Seller's dispatcher, such changes to be effective only at the hours of 10:00 a.m., 2:00 p.m., 6:00 p.m., 10:00 p.m., 2:00 a.m., or 6:00 a.m., and Seller shall permit such changes at any other hours when, in Seller's reasonable opinion, operations permit. Such changes

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shall be made by telephone message to Seller's dispatcher, at least fifteen minutes prior to such hours, and any changed nomination so made shall remain effective until changed by further notification as provided above. The last unchanged nomination made during any day shall be final, and Seller shall reduce Buyer's Liquefied Gas Balance by the amount of such last nomination. Buyer may not decrease its nomination on any day to result in a daily volume less than that actually delivered on that day. Buyer may not increase its nomination on any day to a volume which would require Seller to deliver to Buyer at an hourly rate of more than 1/24th of Buyer's Liquefaction Demand, unless Seller's dispatcher shall have consented to such increased rate of delivery.

6.3 Deliveries During Injection Period. Buyer may request deliveries of LNG during the injection period. Seller will make such deliveries subject to the limitations contained in Section 6.2.

6.4 Deliveries in Excess of Liquefaction Demand. Buyer may at any time request Seller to deliver to Buyer on any day from Buyer's Liquefied Gas Balance gas in excess of Buyer's Liquefaction Demand, and Seller will make such deliveries if it can do so in its reasonable judgment, without adverse effect on Seller's operations on that day. Buyer shall pay Seller one cent per Dth for delivery of such gas from storage.

6.5 Deliveries of Boiloff.

(a) For days when no Buyers are withdrawing LNG from storage, the amount of LNG that becomes vaporized through the effect of ambient temperature on the LNG tank and is returned to Seller's transmission system ("boiloff") shall be considered to have been delivered to all parties purchasing LNG Service from Seller. Buyer's share of such deliveries shall be determined monthly and shall correspond to the percentage of Buyer's Liquefied Gas Balance at the end of such month compared to the total Liquefied Gas Balances of Buyer.

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Virginia Natural Gas, Inc. and Commonwealth Gas Services, Inc. at the end of such month.

- (b) For days when any Buyer is withdrawing LNG from storage, the boiloff will be considered as part of the withdrawn LNG.
- (c) Buyer's monthly gas bill will show the total boiloff delivered to Buyer in accordance with subsection (a) during such month.

7. INJECTION AND DELIVERY IN EXCESS OF LIQUEFACTION CAPACITY VOLUME.

7.1 Injection. Seller expects, under certain conditions, to be able to make injections into storage during the Withdrawal Period. On each such day during the Withdrawal Period when Seller can inject, other than volumes required to maintain current Liquefied Gas Balance of all Buyers who purchase LNG Service, Seller shall so notify Buyer, and Buyer shall specify the volume of gas to be injected for Buyer's account up to that proportion of total injections on such day as Buyer's Liquefied Capacity Volume bears to the total design capacity of Seller's LNG storage. Any volumes so injected for Buyer's account shall be added to Buyer's Liquefied Gas Balance. If Buyer so desires, it may give standing instructions to Seller to make such injections on all days when Seller can inject gas into storage during the Withdrawal Period, and such instructions shall be followed by Seller until amended or withdrawn by Buyer. Seller will notify Buyer at least once a week during the Withdrawal Period as to any amounts it has been able to inject for Buyer's account. For volumes of gas injected into storage pursuant to Section 5.1 above during the Withdrawal Period, Buyer will pay to Seller fifteen (15) cents per Dth, in addition to any other applicable charges.

7.2 Injection during Force Majeure. In the event of, and for the duration of, an occurrence to which the force majeure provisions of Sections 15, 16 and 32 of the General Terms and Conditions would be applicable, Seller shall waive the fifteen (15) cents per Dth charge

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LIQUEFIED NATURAL GAS STORAGE SERVICE (Cont'd)

provided for in Section 7.1 above to the extent that Buyer's Liquefied Gas Balance was less than its Adjusted Liquefied Capacity Volume at the beginning of such Withdrawal Period as a result of force majeure as defined in Sections 15, 16 and 32 of the General Terms and Conditions.

8. ALLOCATION OF GAS AMONG BUYERS.

Buyer may instruct Seller to deliver all or a portion of Buyer's Liquefied Gas Balance to Virginia Natural Gas, Inc. and/or Commonwealth Gas Services, Inc. Seller shall make such delivery upon the same terms that would apply if the delivery were made to the Buyer. Buyer shall pay Seller for such delivery as if such delivery had been made to the Buyer.

9. ALLOWABLE VARIATIONS, ADJUSTMENTS FOR UNAUTHORIZED OVERRUNS AND FOR UNDERDELIVERIES.

9.1 Authorized Daily Volume. Each Buyer's authorized volume on any day shall consist of the sum of (i) Buyer's final nominations for deliveries under this Agreement, (ii) the volume scheduled for city gate delivery under Seller's other rate schedules, and (iii) volumes delivered to Buyer through Buyer's Undivided Interest in Capacity. Buyer shall endeavor on any day to keep its total takes from Seller on such day in balance with its authorized volume.

9.2 Without regard to whether Buyer has other remedies, in the event Seller is unable for any reason to deliver to Buyer on any day Buyer's finally nominated volumes of LNG pursuant to this Agreement, then Buyer shall receive a demand charge and capacity charge adjustment for the month in which such day or days occur, computed as follows: For volumes which Buyer requested and required

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LIQUEFIED NATURAL GAS STORAGE SERVICE (Cont'd)

on such day under this Agreement which Seller was unable or failed to deliver, Buyer shall be credited at a rate per Dth equal to twelve times the demand charge plus twelve times the capacity charge divided by the number obtained by dividing the Liquefaction Capacity Volume by the Liquefaction Demand.

10. CONTROL OF GAS AND DIVISION OF RESPONSIBILITY; WARRANTY OF TITLE.

- (a) Seller shall be deemed to be in control of and have responsibility for the natural gas to be stored by Seller after the delivery thereof to Seller by Buyer, or others at Buyer's direction, and prior to the delivery of such gas to Buyer. Seller shall be deemed to have no responsibility with respect to such gas prior to Seller's receipt thereof, or after Seller's delivery thereof, to Buyer.
- (b) Buyer hereby warrants title to all gas to be delivered to Seller by Buyer, or others at Buyer's direction, for storage hereunder and the right of Buyer to deliver such gas, or cause it to be delivered to Seller, and Buyer warrants that all such gas is owned by Buyer free from all liens and adverse claims, including liens to secure payment of production taxes, severance taxes and other taxes. To the extent not prohibited by law, Buyer agrees to indemnify Seller and save Seller harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any and all persons to said gas or to royalties, taxes, license fees or charges thereon which are applicable prior to delivery to Seller and after delivery by Seller to Buyer, to the gas to be stored hereunder or which may be levied or assessed upon the delivery by Buyer, or others at Buyer's direction, to Seller or the delivery by Seller to Buyer.

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(c) Seller warrants that it will have at the time of delivery to Buyer, the right to deliver said gas as aforesaid, and that it will indemnify Buyer and save Buyer harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any and all persons to said gas or to royalties, taxes, license fees or charges thereon arising from the transportation or storage of such gas by Seller for Buyer and which are applicable after the receipt thereof by Seller and before the delivery thereof to Buyer, as aforesaid.

11. OTHER PROVISIONS.

The service provided hereunder shall be provided in accordance with the provisions of Sections 26 (Measurement), 25 (Quality), 13 (Delivery Pressure), 15, 16 and 32 (Force Majeure), 10 (Billing and Payment) and 29 (Notices) of Seller's General Terms and Conditions, which are incorporated herein by reference.

12. NOTICES.

Until changed by written notice, notices to Seller shall be addressed to it at:

Columbia Gas Transmission Corporation
P. O. Box 1273
Charleston, WV 25325-1273

Until changed by written notice, notices to Buyer shall be addressed to it at:

Department of Public Utilities
City of Richmond
600 E. Broad Street
Richmond, VA 23219
Attention: Manager of Gas Supply
and Marketing

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LIQUEFIED NATURAL GAS STORAGE SERVICE (Cont'd)

13. TERM OF SERVICE.

This Agreement shall become effective on December 1, 1995, and shall continue in full force and effect until March 31, 2004, and year to year thereafter until terminated by written notice given by any party. Such notice may terminate this Agreement on March 31, 2004, or any March 31 thereafter, and shall be given to the other party not less than two years prior to the desired termination date.

14. REGULATORY APPROVALS.

This Agreement shall be expressly contingent upon the receipt of such regulatory approvals or authorizations as may be required. The parties agree to cooperate to obtain all necessary approvals or authorizations.

15. ASSIGNMENT.

This Agreement shall be binding upon the successors and assigns of each of the parties hereto. No assignment of this Agreement by Buyer shall be valid without the prior written consent of Seller, and no assignment of this Agreement by Seller shall be valid without prior written consent of Buyer.

16. SUPERSEDED AGREEMENTS.

This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreements:

Service Agreements between Seller and Buyer dated October 24, 1990, and November 1, 1993, providing natural gas service under Rate Schedule X-131.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on the day and year first above indicated. Buyer's agreement hereto is subject to final approval by the Richmond City Council.

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LIQUEFIED NATURAL GAS STORAGE SERVICE (Cont'd)

COLUMBIA GAS TRANSMISSION CORPORATION

By: 

Name: S. M. Warnick

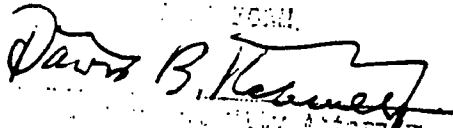
Its: Vice President

THE CITY OF RICHMOND, VIRGINIA

By: 

Name: GEORGE R. KOLB

Its: DIRECTOR, DPU


Davis B. Kennedy
Attorney

* Signed subject to City Council approval

Issued By: S. M. Warnick, Vice President

Effective: December 1, 1995

Issued On: August 14, 1996

RATE SCHEDULE X-131
LIQUEFIED NATURAL GAS STORAGE SERVICE (Cont'd)

STATE OF WEST VIRGINIA

COUNTY OF KANAWHA

I, Elizabeth A. Rea a notary public in and for
said state (or county), do hereby certify that George R. Kolb
who signed the writing above, bearing the 1st day of December, 1995,
for COLUMBIA GAS TRANSMISSION CORPORATION, has this day acknowledged
before me the said writing to be the act and deed of said
corporation.

Given under my hand this 28th day of December,
1995.

My commission expires My Commission Expires 12/31/1997

Elizabeth A. Rea
Notary Public

RATE SCHEDULE X-131
LIQUEFIED NATURAL GAS STORAGE SERVICE (Cont'd)

STATE OF Virginia

COUNTY OF Richmond

I, Elizabeth A. Rea, a notary public in and for
said state (or county), do hereby certify that George R. Koll
who signed the writing above, bearing the 1st day of December, 1995,
for THE CITY OF RICHMOND, VIRGINIA has this day acknowledged before
me the said writing to be the act and deed of said entity.

Given under my hand this 18th day of December,
1995.

My commission expires My Commission Expires March 31, 1997.

Elizabeth A. Rea
Notary Public

RATE SCHEDULE X-131
LIQUEFIED NATURAL GAS STORAGE SERVICE (Cont'd)

EXHIBIT A

THE CITY OF RICHMOND, VIRGINIA

Points of Delivery

The delivery point or points shall be at the outlet side of Seller's measuring station located at the City Gate in Henrico County situated approximately 2200' northwest of Ridge Road and approximately 2100' southwest at Quioccasin Road; and at the second gate in Chesterfield County situated approximately 1900' southwest of Walmsley Blvd. and approximately 1600' west of Castlewood Road; at a third gate situated along the pipeline approximately 1700' south of the River Road (Route 650) crossing; and at a fourth gate situated east of Kingsland Road (Route 603) approximately 860' northeast of the intersection with Osborne Road (Route 605); and a fifth gate at approximately 75' north of Huguenot Road, 500' west of Chippenham Connector.

Issued by: S. M. Warnick, Vice President

Effective: November 1, 1990

Issued on: October 26, 1990.

AMENDMENT TO
RATE SCHEDULE X-131
LIQUIFIED NATURAL GAS STORAGE SERVICE (Cont'd)

THIS AMENDMENT TO RATE SCHEDULE X-131 (the "Amendment") is made and entered into this 18 day of February by and between Columbia Gas Transmission, LLC and the City of Richmond, Virginia, parties to the original "Rate Schedule X-131" which was originally approved by the Commission on December 7, 1990 in Docket No. CP90-644, and amended thereafter (the "Agreement").

Pursuant to this Amendment, Section 13, "Term of Service", of the Agreement is amended to extend the effective date of the Agreement through January 31, 2029. After January 31, 2029, the Agreement will continue until either party provides notice of termination in accordance with the applicable provision of Section 13 of the Agreement. All other terms and conditions in the Agreement shall remain the same.

COLUMBIA GAS TRANSMISSION, LLC

By: [Signature]

Name: JAMES R. ECKERT

Title: VP, MARKETING & BUSINESS DEVELOPMENT

THE CITY OF RICHMOND, VIRGINIA

By: Department of Public Utilities

Name: [Signature]

Title: Director

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

X-Rate Schedule Amendment
Rate Schedule X-131
Version 1.0.0

AMENDMENT TO
RATE SCHEDULE X-131
LIQUIFIED NATURAL GAS STORAGE SERVICE (Cont'd)

THIS AMENDMENT TO RATE SCHEDULE X-131 (the "Amendment") is made and entered into this 1st day of July by and between Columbia Gas Transmission, LLC and The City of Richmond, Virginia, parties to the original "Rate Schedule X-131", which was originally approved by the Commission on December 7, 1990 in Docket No. CP90-644, and amended thereafter (the "Agreement").

Pursuant to this Amendment, Section 3, "Rate and Payment", of the Agreement is amended to reflect the Demand and Capacity charges contained in Columbia Gas Transmission, LLC's Original Volume No. 1.1 FERC Tariff.

Pursuant to this Amendment, Section 13, "Term of Service", of the Agreement is amended to extend the effective date of the Agreement through January 31, 2034. After January 31, 2034, the agreement will continue until either party provides notice of termination in accordance with the applicable provision of Section 13 of the Agreement. All other terms and conditions in the Agreement shall remain the same.

COLUMBIA GAS TRANSMISSION, LLC

DocuSigned by:

By: James Eckert

40521C23E5E442A
James Eckert

Name: _____

Title: Vice President

THE CITY OF RICHMOND, VIRGINIA

DocuSigned by:

By: Calvin Farr

C094ECEF29EE4E3...
Calvin Farr

Name: _____

Title: Director