

Columbia Gas Transmission, LLC  
FERC NGA Gas Tariff  
Baseline Tariffs  
Proposed Effective Date: August 1, 2025  
FTS Service Agreement No. 261421-0 – Mountaineer Gas Company  
Option Code A

Service Agreement No. 261421  
Revision No. 0

FTS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 8<sup>th</sup> day of February, 2022, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and MOUNTAINEER GAS COMPANY ("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No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission"), as the same may be amended or superseded in accordance with the rules and regulations of the Commission.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. This Agreement shall be effective as of the later of November 1, 2023, or the date that all of Transporter's Eastern Panhandle Project facilities necessary to provide firm transportation service to Shipper have been commissioned, tested, and are ready for service as determined in Transporter's discretion and shall remain in full force and effect for a term of twenty (20) years. 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, Suite 1300, Houston, Texas 77002, Attention: Transportation Contracts and notices to Shipper shall be addressed to it at P.O. Box 5201, 501 56<sup>th</sup> Street SE, Charleston, WV 25304, Attention: Tom Westfall, 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): N/A.

Section 6. Credit Annex. 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.

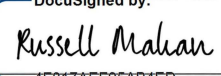
MOUNTAINEER GAS COMPANY

By 

Title V.P. Gas Supply & Tech. Serv.

Date 2/8/2022

COLUMBIA GAS TRANSMISSION, LLC

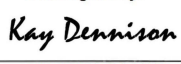
By 

Title Vice President - Business Development

Date February 9, 2022

DS  
AK

COLUMBIA GAS TRANSMISSION, LLC

By 

Title Director, Trans. Acct. & Contracts

Date February 9, 2022

DS  
JS



Revision No. 0

Appendix A to Service Agreement No. 261421  
Under Rate Schedule FTS  
between Columbia Gas Transmission, LLC ("Transporter")  
and Mountain Gas Company ("Shipper")

Transportation Demand

Begin <u>Date</u>	End <u>Date</u>	Transportation Demand <u>Dth/day</u>	Recurrence <u>Interval</u>
2/	2/	47,500	1/1-12/31

Primary Receipt Points

Begin <u>Date</u>	End <u>Date</u>	Scheduling <u>Point No.</u>	Scheduling <u>Point Name</u>	Measuring <u>Point No.</u>	Measuring <u>Point Name</u>	Maximum Daily Quantity <u>(Dth/day)</u>	Minimum Receipt Pressure Obligation <u>(psig) 1/</u>	Recurrence <u>Interval</u>
2/	2/	C45	Marietta	642642	Interconnect	47,500		1/1-12/31

Primary Delivery Points

Begin <u>Date</u>	End <u>Date</u>	Scheduling <u>Point No.</u>	Scheduling <u>Point Name</u>	Measuring <u>Point No.</u>	Measuring <u>Point Name</u>	Maximum Daily Delivery Obligation <u>(Dth/day) 1/</u>	Design Daily Quantity <u>(Dth/day) 1/</u>	Minimum Delivery Pressure Obligation <u>(psig) 1/</u>	Recurrence <u>Interval</u>
2/	2/	643112	MGC Eastern Panhandle Expansion	643112	MGC Eastern Panhandle Expansion	47,500			1/1-12/31

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

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2/ Per Section 2 of the Service Agreement

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  Service Agreement No.  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.

MOUNTAINEER GAS COMPANY

By *The O'Neil*

Title *V.P. Gas Supply & Tech Serv.*

Date *2/8/2022*

COLUMBIA GAS TRANSMISSION, LLC

DocuSigned by:  
By *Russell Mahan*

4F817AEF05AB4ED...  
Title **Vice President - Business Development**

Date **February 9, 2022**

*ak*

COLUMBIA GAS TRANSMISSION, LLC

DocuSigned by:  
By *Kay Dennison*

A0EF51A630C148B...  
Title **Director, Trans. Acct. & Contracts**

Date **February 9, 2022**

*JS*

Appendix B to Service Agreement No. 261421

February 1, 2022

Mountaineer Gas Company  
P.O. Box 5201  
501 W. 56<sup>th</sup> Street SE  
Charleston, WV 25304  
Attention: Tom Westfall

RE: FTS Service Agreement No. 261421  
Negotiated Rate Letter Agreement

Dear Tom:

This Negotiated Rate Letter Agreement between Columbia Gas Transmission, LLC ("Transporter") and Mountaineer Gas Company ("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:

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 Attachment B-1 hereto.

Accepted and agreed to this 8 day of February 2022.

Mountaineer Gas Company

By: Tom Westfall

Title: V.P. Gas Supply + Tech. Serv.

Date: 2/8/2022

Appendix B to Service Agreement No. 261421

Columbia Gas Transmission, LLC

DocuSigned by:  
By: Russell Mahan  
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Title: Vice President - Business Development

Date: February 9, 2022

DS  
ak

DS  
JS

DocuSigned by:  
By: Kay Dennison  
A0EF51A630C148B...

Title: Director, Trans. Acct. & Contracts

Date: February 9, 2022



## Appendix B to Service Agreement No. 261421

## ATTACHMENT B-1

## NEGOTIATED RESERVATION RATES

<b>Primary Receipt Point(s)*</b>	<b>Primary Delivery Point(s)*</b>	<b>Transportation Demand (Dth/day)</b>	<b>Initial Term</b>	<b>Daily Demand Rate**</b>	<b>Daily Commodity Rate**</b>	<b>Rate Schedule</b>
Marietta (meter no. C45)	Eastern Panhandle Expansion (meter no. 643112)	47,500 Dth/day	In-Service Date through twenty (20) years thereafter.	\$0.6524 per Dth/d ("Fixed Negotiated Rate") from the actual In-Service Date through the 365 <sup>th</sup> day from the Actual In-Service Date and the then effective maximum applicable general system recourse rate under Rate Schedule FTS, as such may change from time to time from the 366 <sup>th</sup> day from the Actual In-Service Date through the remainder of the Initial Term and any extension thereafter.	Maximum Applicable under Rate Schedule FTS	FTS

Appendix B to Service Agreement No. 261421

- \* Shipper shall have full secondary receipt and delivery point access, pursuant to the terms and conditions of the Tariff, at no additional charge.
- \*\* In addition to the Fixed Negotiated Rate and Daily Commodity Rate, Shipper shall pay all maximum applicable demand and commodity surcharges, specified under Rate Schedule FTS set forth in the Tariff, as such may change from time to time. Pursuant to the Tariff, in the event the Project does not qualify for rolled-in rate treatment, the Capital Cost Recovery Mechanism ("CCRM") surcharge existing on the date first written above shall not apply to the firm transportation service associated with the Project capacity; provided however, in the event that FERC ever approves a CCRM or any similar type mechanism designed to recover such cost that would apply to Project capacity, Shipper shall pay the CCRM or similar type cost recovery mechanism).

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