



Algonquin Gas Transmission, LLC

5400 Westheimer Court  
Houston, Texas 77056

Mailing Address:

P.O. Box 1642  
Houston, TX 77251-1642

713.627.5400 main

February 11, 2021

Ms. Kimberly D. Bose, Secretary  
Federal Energy Regulatory Commission  
888 First Street, NE  
Washington, DC 20426

Re: *Algonquin Gas Transmission, LLC*, Docket No. RP21-\_\_\_\_-000  
Atlantic Bridge Project, Docket No. CP16-9-000  
Non-Conforming Agreement

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act<sup>1</sup> and Section 154.204 of the regulations of the Federal Energy Regulatory Commission (“Commission”) promulgated thereunder,<sup>2</sup> Algonquin Gas Transmission, LLC (“Algonquin”) hereby submits for filing as part of its FERC Gas Tariff, Sixth Revised Volume No. 1 (“Tariff”) and its FERC Gas Tariff, Filed Agreements (“Filed Agreements Tariff”), the tariff records listed in Appendix A to be effective on February 12, 2021.

#### **STATEMENT OF NATURE, REASONS AND BASIS**

The Order Issuing Certificate issued on January 25, 2017 by the Commission in Docket No. CP16-9-000<sup>3</sup> authorized Algonquin to construct, own, operate and maintain the Atlantic Bridge Project (“Project”), to enable Algonquin to provide an additional 132,705 dekatherms per day of firm transportation service from Algonquin’s existing receipt points at Mahwah, New Jersey, and Ramapo, New York, to various new and existing delivery points on Algonquin’s pipeline system.

Algonquin and Northern Utilities, Inc. (“Northern Utilities”) have entered into a service agreement for firm transportation on the Project under Rate Schedule AFT-1, pursuant to Contract No. 510939, to be effective February 12, 2021 (“Service Agreement”).

Sections 154.1(d) and 154.112(b) of the Commission’s regulations require pipelines to file any agreement that deviates “in any material aspect from the form of service agreement” in the pipeline’s tariff.<sup>4</sup> As reaffirmed by the Commission’s July 25, 2003 order modifying its negotiated rate policy, the Commission defines “a material deviation as any provision of a service agreement that goes beyond the filling-in of the spaces in the form of service agreement with the appropriate

<sup>1</sup> 15 U.S.C. § 717c (2018).

<sup>2</sup> 18 C.F.R. § 154.204 (2020).

<sup>3</sup> *Algonquin Gas Transmission, LLC*, 158 FERC ¶ 61,061 (2017) (“Certificate Order”).

<sup>4</sup> 18 C.F.R. §§ 154.1, 154.112(b).

information provided for in the tariff and that affects the substantive rights of the parties.”<sup>5</sup> The Commission’s policy is that such material deviations may be acceptable if “such deviations do not change the conditions under which service is provided and do not present a risk of undue discrimination.”<sup>6</sup>

Consistent with the Commission’s regulations regarding non-conforming agreements, Algonquin is submitting the Service Agreement for Commission review, and Algonquin requests that the Commission accept the deviations described below as permissible deviations that do not present a risk of undue discrimination.

Deviation. The Service Agreement conforms in all respects to the form of service agreement for Rate Schedule AFT-1, with the exception of two non-conforming provisions contained in Paragraph 3. The unique provisions are described in detail below, and Algonquin notes where similar deviations have been approved by the Commission.

The first non-conforming provision in the Service Agreement is language in Paragraph 3 stating that the primary term of the agreements shall continue for a term ending on and including “the 15<sup>th</sup> anniversary of the Service Commencement Date.” Although this provision does more than fill in the blank in the *pro forma* service agreement, there is no substantive difference from the form of AFT-1 service agreement which permits Algonquin to add conforming language that the agreement “shall continue for a term of [15] years.” Accordingly, the non-conforming language does not present a risk of undue discrimination.

The second non-conforming provision is language in Paragraph 3 which provides Northern Utilities with a one-time option to extend the primary term of the Service Agreement. The Commission has previously accepted non-conforming provisions that provide a customer with a one-time option to extend the primary term of a service agreement, finding that “they relate to the specific project described in the filing and are therefore permissible under Commission policy.”<sup>7</sup> Similarly, the non-conforming provision in the Service Agreement providing Northern Utilities with an option to extend the primary term is specifically related to the Project, and therefore, Algonquin requests that the Commission accept this non-conforming provision because it does not present a risk of undue discrimination.

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<sup>5</sup> *Natural Gas Pipeline Negotiated Rate Policy and Practice*, 104 FERC ¶ 61,134 at P 27 (2003).

<sup>6</sup> *Id.*, citing *Columbia Gas Transmission Corp.*, 97 FERC ¶ 61,221 at 62,001-2 (2001); *see also ANR Pipeline Co.*, 97 FERC 61,224 (2001).

<sup>7</sup> *Maritimes & Northeast Pipeline, L.L.C.*, 118 FERC ¶ 61,110, at P 11 (2007); *see also Ruby Pipeline, L.L.C.*, 128 FERC ¶ 61,224, at PP 77-78 (2009); *Algonquin Gas Transmission, LLC*, Letter Order, Docket No. RP00-70-020 (Oct. 28, 2008); *Texas Eastern Transmission, LP*, Letter Order, Docket No. RP99-480-022 (Oct. 28, 2008); *Texas Eastern Transmission, LP*, Letter Order, Docket No. RP11-70-000 (Nov. 4, 2010); *Texas Eastern Transmission, LP*, Letter Order, Docket No. RP12-33-000 (Nov. 7, 2011); *Texas Eastern Transmission, LP*, Letter Order, Docket No. RP14-26-000 (Oct. 16, 2013); *Texas Eastern Transmission, LP*, Letter Order, Docket Nos. RP15-19-000, *et al.* (Oct. 21, 2014).

Pursuant to Section 154.1(d) of the Commission's regulations, Algonquin submits herewith for filing, as part of its Tariff, a revised version of Section 49 of the General Terms and Conditions ("GT&C") that designates the Service Agreement as a non-conforming agreement. Algonquin is also submitting Section 48 of its Filed Agreements Tariff, containing the executed Service Agreement with the referenced non-conforming provisions. A marked version of the tariff records filed herewith is attached, including marked versions of the executed Service Agreement against the current form of service agreement under Rate Schedule AFT-1.

### **PROPOSED EFFECTIVE DATE**

Algonquin proposes that the tariff records filed herein as Appendix A become effective on February 12, 2021. Algonquin respectfully requests a waiver of the notice requirement contained in Section 154.207 of the Commission's regulations, 18 C.F.R. § 154.207, and any other waivers that may be required for the Commission to accept the tariff records filed herein to become effective as proposed.

### **IMPLEMENTATION**

Pursuant to Section 154.7(a)(9) of the Commission's regulations, 18 C.F.R. § 154.7(a)(9), Algonquin files this motion to place the revised tariff records filed herein into effect at the expiration of any suspension period set by the Commission, provided that the tariff changes are approved as filed and without condition. In the event the tariff records filed herewith are not approved as filed and without condition, Algonquin reserves the right to file a motion at a later date to place such tariff records into effect.

### **COMPLIANCE WITH REGULATIONS**

In compliance with Section 154.4(c) of the Commission's regulations, 18 C.F.R. § 154.4(c), all contents of this filing are being submitted as part of an XML filing package in conformance with the Secretary of the Commission's instructions.

In compliance with Section 154.201(a) of the Commission's regulations, 18 C.F.R. § 154.201(a), a marked version of the proposed tariff records showing additions to and deletions from the currently effective tariff records is attached.

Copies of this filing are being posted in accordance with Section 154.207 of the Commission's regulations, 18 C.F.R. § 154.207. In accordance with Section 154.208 of the Commission's regulations, 18 C.F.R. § 154.208, copies of this filing are being served electronically on Algonquin's customers and interested state commissions. A paper copy of this filing may only be served if a customer or state commission has been granted a waiver of electronic service pursuant to Part 390 of the Commission's regulations, 18 C.F.R. Pt. 390.

## **CORRESPONDENCE AND COMMUNICATION**

All correspondence and communications regarding this filing should be addressed to the following:

\* Christopher Harvey, Director, Regulatory  
Algonquin Gas Transmission, LLC  
P. O. Box 1642  
Houston, TX 77251-1642  
Phone: (713) 627-5113  
Email: Christopher.Harvey@enbridge.com

and

\* Jennifer Rinker, Associate General Counsel, Northeast  
& FERC Chief Compliance Officer  
Algonquin Gas Transmission, LLC  
P. O. Box 1642  
Houston, TX 77251-1642  
Phone: (713) 627-5221  
Email: Jennifer.Rinker@enbridge.com

\* Parties to be designated on the Commission's Official Service List.

Please contact the undersigned at (713) 627-5113 with any questions regarding this filing.

Respectfully submitted,

/s/ Christopher Harvey

Christopher Harvey, Director  
Regulatory

Enclosures

# ALGONQUIN GAS TRANSMISSION, LLC

## APPENDIX A

### TARIFF RECORDS

#### **Sixth Revised Volume No. 1**

<u>Version</u>	<u>Section (Description &amp; Title)</u>
	<u>Part 6 – General Terms and Conditions</u>
32.0.0	49. Materially Non-conforming Service Agreements

#### **Filed Agreements Tariff**

<u>Version</u>	<u>Section (Description &amp; Title)</u>
0.0.0	48. Northern Utilities – contract 510939

**Appendix A**  
**(Clean Tariff Records)**

49. **MATERIALLY NON-CONFORMING SERVICE AGREEMENTS**

The following service agreements are being listed in accordance with Section 154.112(b) of the Commission's regulations. This list of agreements will be updated to reflect new agreements containing material, non-conforming provisions, with the exception of an extension in the term of one of the agreements identified below.

Customer Name	Contract Number	Rate Schedule	Primary Term Begin Date
ANP Bellingham Energy Company, LLC	99039	AFT-CL	4/01/2001
Boston Gas Company D/B/A National Grid	9221	AFT-1	8/01/2020
Connecticut Natural Gas Corporation	9W005	AFT-1	4/01/2009
Constellation LNG, LLC	511057	AFT-1	10/01/2018
Lake Road Generating Company, L.P.	98005LR	AFT-CL	8/01/2000
Northern Utilities, Inc.	93002F	AFT-1	11/01/1993
NSTAR Gas Company D/B/A Eversource Energy	93004EC	AFT-E	4/01/1998
Orange and Rockland Utilities, Inc.	86013	AFT-1	6/01/2011
Orange and Rockland Utilities, Inc.	931003	T-1	8/23/1993
The Boston Gas Company D/B/A National Grid	93002CR	AFT-1	11/01/1999
The Boston Gas Company D/B/A National Grid	93002EA	AFT-E	11/01/1999
The Boston Gas Company D/B/A National Grid	99012	AFT-1	11/01/1999
The Narragansett Electric Company D/B/A National Grid	93011E	AFT-E	9/01/1994
Yankee Gas Services Company D/B/A Eversource Energy	93013EC	AFT-E	11/01/1997
Yankee Gas Services Company D/B/A Eversource Energy	93009	AFT-1	9/01/1994
Footprint Power Salem Harbor Development LP	510814	AFT-CL	11/01/2016
Boston Gas Company D/B/A National Grid	510807	AFT-CL	12/01/2016
Connecticut Natural Gas Corporation	510796	AFT-1	01/04/2017
The Southern Connecticut Gas Company	510797	AFT-1	01/04/2017
The Boston Gas Company D/B/A National Grid	510798	AFT-1	01/04/2017
Boston Gas Company D/B/A National Grid	510800	AFT-1	01/04/2017
The Narragansett Electric Company D/B/A National Grid	510801	AFT-1	01/04/2017
Yankee Gas Services Company DBA Eversource Energy	510802	AFT-1	01/04/2017
NSTAR Gas Company DBA Eversource Energy	510803	AFT-1	01/04/2017
Eversource Gas Company of Massachusetts	510804	AFT-1	01/04/2017
Middleborough Gas and Electric Department	510805	AFT-1	01/04/2017
Norwich, City of, Connecticut Board of Public Utilities Commissioners	510806	AFT-1	01/04/2017
The Narragansett Electric Company D/B/A National Grid	510985	AFT-CL	07/17/2017
Norwich, City of, Connecticut Board of Public Utilities Commissioners	510911	AFT-1	10/01/2019
NSTAR Gas Company DBA Eversource Energy	510916	AFT-1	10/01/2019
Exelon Generation Company, LLC	510913	AFT-1	10/01/2020
Heritage Gas Limited	510914	AFT-1	10/01/2020

Irving Oil Terminations Operations LLC	510919	AFT-1	10/01/2020
Maine Natural Gas Corporation	510915	AFT-1	10/01/2020
Boston Gas Company D/B/A National Grid	511110	AFT-1	11/01/2020
Northern Utilities, Inc.	510939	AFT-1	2/12/2021



Algonquin Gas Transmission, LLC  
FERC NGA Gas Tariff  
Filed Agreements  
Effective on February 12, 2021  
(Version 0.0.0, Section 48.) Northern Utilities - contract 510939  
Option Code "A"

SERVICE AGREEMENT  
(APPLICABLE TO RATE SCHEDULE AFT-1)

Date: 2/27/2017

Contract No. 510939-R1

SERVICE AGREEMENT

This AGREEMENT is entered into by and between Algonquin Gas Transmission, LLC, ("Algonquin") and NORTHERN UTILITIES, INC. ("Customer").

WHEREAS, in connection with the firm transportation service contemplated herein, Algonquin and Emera Energy Services, Inc. ("Emera") executed a precedent agreement dated May 31, 2016, as amended by Algonquin and Customer on July 28, 2016, and as may be further amended from time to time, which sets forth certain conditions precedent to Algonquin's and Emera's rights and obligations under this Agreement and which is referred to herein as the "Precedent Agreement";

WHEREAS, Algonquin, Customer and Emera entered into an Assignment and Assumption Agreement dated July 28, 2016 (the "Assignment Agreement") pursuant to which Emera has assigned its rights and obligations under the Precedent Agreement to Customer;

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Algonquin shall deliver and Customer shall take and pay for service pursuant to the terms of this Agreement and subject to Algonquin's Rate Schedule AFT-1 and the General Terms and Conditions of Algonquin's Tariff, which are incorporated herein by reference and made a part hereof.

The credit requirements applicable to this Agreement are set forth in that certain Precedent Agreement between Algonquin and Customer related to this Agreement.

2. The Maximum Daily Transportation Quantity (MDTQ) and Maximum Annual Transportation Quantity (MATQ) for service under this Agreement and any right to increase or decrease the MDTQ or MATQ during the term of this Agreement are listed on Exhibit C attached hereto. The Point(s) of Receipt and Point(s) of Delivery, respectively, are listed on Exhibits A and B attached hereto. Exhibit(s) A, B, and C are incorporated herein by reference and made a part hereof.
3. This Agreement shall be effective on the Service Commencement Date as set forth in Section 4 of the Precedent Agreement and shall continue for a term ending on and including the 15<sup>th</sup> anniversary of the Service Commencement Date ("Primary Term") and shall continue to be effective from year to year thereafter unless and until terminated by Algonquin or Customer upon prior written notice of at least 1 year. Customer has a one-time right, exercisable no later than twelve (12) months prior to the expiration of the Primary Term, to extend the term to either the 20<sup>th</sup> or 25<sup>th</sup> anniversary of the Service Commencement Date (Term Extension) for up to 100% of the MDTQ and this agreement, as extended, shall remain in force from year to year thereafter unless terminated by either party upon one (1) year of prior written notice provided prior to the end of the Term Extension or any successive term thereof. This Agreement may be terminated at any time by Algonquin in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty days after payment is due; provided Algonquin gives ten days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond or other form of security reasonably acceptable to Algonquin guaranteeing payment to Algonquin of such outstanding bill; provided that Algonquin shall not be entitled to terminate service pending the resolution of a disputed bill if Customer complies with the billing dispute procedure currently on file in Algonquin's Tariff. Any portions of this Agreement necessary to correct or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Algonquin's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished.

If this Agreement qualifies as a "ROFR Agreement" as defined in the General Terms and Conditions of Algonquin's Tariff, the provision of a termination notice by either Customer or Algonquin, pursuant to the preceding paragraph, a notice of partial reduction in Maximum Daily Transportation Quantity and Maximum Annual Transportation Quantity pursuant to Exhibit C or the expiration of this Agreement of its own terms triggers Customer's right of first refusal under Section 9 of the General Terms and Conditions of Algonquin's Tariff.

4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Agreement except during the specified term of a discounted rate or a Negotiated Rate to which Customer and Algonquin have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Agreement. Provisions governing such Negotiated Rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Customer, as part of Algonquin's Tariff. It is further agreed that Algonquin may seek authorization

from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Algonquin's Tariff, and Algonquin shall have the right to place such changes in effect in accordance with the Natural Gas Act. Nothing contained herein shall be construed to deny Customer any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest increased rates in whole or in part.

- 5. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Customer or Algonquin may change the addresses or other information below by written notice to the other without the necessity of amending this Agreement:

Algonquin: ALGONQUIN GAS TRANSMISSION, LLC  
5400 WESTHEIMER COURT  
HOUSTON, TX 77056-5310

Customer: NORTHERN UTILITIES, INC.  
SIX LIBERTY LANE WEST  
HAMPTON, NH 03842

- 6. The interpretation and performance of this Agreement shall be in accordance with the laws of the Commonwealth of Massachusetts, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.
- 7. This Agreement supersedes and cancels, as of the effective date of this Agreement, the contract(s) between the parties hereto as described below, if applicable, except that in the case of conversions from former Rate Schedules F-2 and F-3, the parties' obligations under Article II of the service agreements pertaining to such rate schedules shall continue in effect:


None


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date stated above.

NORTHERN UTILITIES, INC.

ALGONQUIN GAS TRANSMISSION, LLC

By: Spectra Algonquin Management, LLC,  
in its capacity as operator

By:   
Name: MARK A. COLLIN  
Title: SENIOR VICE PRESIDENT

By:   
Name: Richard Fughi  
Title: Vice President



**SERVICE AGREEMENT  
(APPLICABLE TO RATE SCHEDULE AFT-1)**

**Exhibit A**

**Point(s) of Receipt**

**Dated:** 2/27/2017

To the service agreement under Rate Schedule AFT-1 dated 2/27/2017 between Algonquin Gas Transmission, LLC (Algonquin) and NORTHERN UTILITIES, INC. (Customer) concerning Point(s) of Receipt.

Exhibit A Effective Date: Service Commencement Date

**Primary  
Point of  
Receipt**

**Maximum Daily  
Receipt Obligation  
(dth)**

**Maximum  
Receipt Pressure  
(psig)**

00201 MAHWAH (BERGEN,NJ)  
BERGEN CO., NJ

7,599

AT ANY PRESSURE REQUESTED BY ALGONQUIN BUT NOT IN EXCESS OF ALGONQUIN'S MAXIMUM ALLOWABLE OPERATING PRESSURE (MAOP).

00214 RAMAPO - MILLENNIUM (ROCKLAND,NY)  
ROCKLAND CO., NY

7,599

AT ANY PRESSURE REQUESTED BY ALGONQUIN BUT NOT IN EXCESS OF ALGONQUIN'S MAXIMUM ALLOWABLE OPERATING PRESSURE (MAOP).

Signed for Identification

Algonquin Gas Transmission, LLC

By: Spectra Algonquin Management, LLC,  
in its capacity as operator

By: 

Name: Richard Taglia

Title: Vice President

Customer: NDH

Supersedes Exhibit A Dated \_\_\_\_\_ N/A

**SERVICE AGREEMENT  
(APPLICABLE TO RATE SCHEDULE AFT-1)**

**Exhibit B  
Point(s) of Delivery**

**Dated:** 2/27/2017

To the service agreement under Rate Schedule AFT-1 dated 2/27/2017 between Algonquin Gas Transmission, LLC (Algonquin) and NORTHERN UTILITIES, INC. (Customer) concerning Point(s) of Delivery.

Exhibit B Effective Date: Service Commencement Date

**Primary  
Point of  
Delivery**

**Maximum Daily  
Delivery Obligation  
(dth)**

**Minimum  
Delivery Pressure  
(psig)**

01215 SALEM ESSEX CO., MA NORTH (ESSEX,MA)  
ESSEX CO., MA

7,599

ALGONQUIN'S LINE PRESSURE AS MAY EXIST FROM TIME TO TIME BUT NOT IN EXCESS OF ALGONQUIN'S MAXIMUM ALLOWABLE OPERATING PRESSURE (MAOP)

Signed for Identification

Algonquin Gas Transmission, LLC

By: Spectra Algonquin Management, LLC,

in its capacity as operator

By:  \_\_\_\_\_

Name: Richard Puglia

Title: Vice President

Customer: NEA

Supersedes Exhibit B Dated                      N/A

**SERVICE AGREEMENT  
(APPLICABLE TO RATE SCHEDULE AFT-1)**

**Exhibit C  
Transportation Quantities**

**Dated:** 2/27/2017

To the service agreement under Rate Schedule AFT-1 dated 2/27/2017 between Algonquin Gas Transmission, LLC (Algonquin) and NORTHERN UTILITIES, INC. (Customer) concerning transportation quantities.

Exhibit C Effective Date: Service Commencement Date

MAXIMUM DAILY TRANSPORTATION QUANTITY (MDTQ): 7,599 Dth

**Dth            Period**

MAXIMUM ANNUAL TRANSPORTATION QUANTITY (MATQ): 2,773,635 Dth

PARTIAL QUANTITY REDUCTION RIGHTS: Customer elects to partially reduce Customer's Maximum Daily Transportation Quantity by N/A dth and Maximum Annual Transportation Quantity by N/A dth, maintaining the existing Maximum Daily Transportation Quantity to Maximum Annual Transportation Quantity relationship, as of N/A, or any subsequent anniversary date, upon providing N/A year(s) prior written notice to Algonquin.

Algonquin and Customer agree that, if this Agreement qualifies as a "ROFR Agreement", (i) the foregoing contractual right to partially reduce Customer's Maximum Daily Transportation Quantity is in addition to and not in lieu of any ROFR right to reduce Customer's Maximum Daily Transportation Quantity on a volumetric basis upon termination or expiration of this Agreement and (ii) only the partial reduction pursuant to the foregoing contractual right to partially reduce Customer's Maximum Daily Transportation Quantity is subject to the ROFR procedures specified in the General Terms and Conditions of Algonquin's Tariff and Customer may retain the balance of the Maximum Daily Transportation Quantity without being subject to the ROFR procedures.

Signed for Identification

Algonquin Gas Transmission, LLC

By: Spectra Algonquin Management, LLC,

in its capacity as operator

By: 

Name: Richard Paglia

Title: Vice President

Customer: NU

Supersedes Exhibit C Dated \_\_\_\_\_ N/A

**Appendix A**  
**(Marked Tariff Records)**

49. **MATERIALLY NON-CONFORMING SERVICE AGREEMENTS**

The following service agreements are being listed in accordance with Section 154.112(b) of the Commission's regulations. This list of agreements will be updated to reflect new agreements containing material, non-conforming provisions, with the exception of an extension in the term of one of the agreements identified below.

Customer Name	Contract Number	Rate Schedule	Primary Term Begin Date
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The Boston Gas Company D/B/A National Grid	93002EA	AFT-E	11/01/1999
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Norwich, City of, Connecticut Board of Public Utilities Commissioners	510911	AFT-1	10/01/2019
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Exelon Generation Company, LLC	510913	AFT-1	10/01/2020
Heritage Gas Limited	510914	AFT-1	10/01/2020



Irving Oil Terminations Operations LLC	510919	AFT-1	10/01/2020
Maine Natural Gas Corporation	510915	AFT-1	10/01/2020
Boston Gas Company D/B/A National Grid	511110	AFT-1	11/01/2020
<u>Northern Utilities, Inc.</u>	<u>510939</u>	<u>AFT-1</u>	<u>2/12/2021</u>

Algonquin Gas Transmission, LLC  
FERC NGA Gas Tariff  
Filed Agreements  
Effective on February 12, 2021  
(Version 0.0.0, Section 48.) Northern Utilities - contract 510939  
Option Code "A"

SERVICE AGREEMENT  
(APPLICABLE TO RATE SCHEDULE AFT-1)

Date: \_\_\_\_\_

Contract No. 510939-R1

SERVICE AGREEMENT

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WHEREAS, Algonquin, Customer and Emera entered into an Assignment and Assumption Agreement dated July 28, 2016 (the "Assignment Agreement") pursuant to which Emera has assigned its rights and obligations under the Precedent Agreement to Customer;

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Algonquin shall deliver and Customer shall take and pay for service pursuant to the terms of this Agreement and subject to Algonquin's Rate Schedule AFT-1 and the General Terms and Conditions of Algonquin's Tariff, which are incorporated herein by reference and made a part hereof.

The credit requirements applicable to this Agreement are set forth in that certain Precedent Agreement between Algonquin and Customer related to this Agreement.

2. The Maximum Daily Transportation Quantity (MDTQ) and Maximum Annual Transportation Quantity (MATQ) for service under this Agreement and any right to increase or decrease the MDTQ or MATQ during the term of this Agreement are listed on Exhibit C attached hereto. The Point(s) of Receipt and Point(s) of Delivery, respectively, are listed on Exhibits A and B attached hereto. Exhibit(s) A, B, and C are incorporated herein by reference and made a part hereof.

3. This Agreement shall be effective on the Service Commencement Date as set forth in Section 4 of the Precedent Agreement and shall continue for a term ending on and including the 15<sup>th</sup> anniversary of the Service Commencement Date ("Primary Term") and shall continue to be effective from year to year thereafter unless and until terminated by Algonquin or Customer upon prior written notice of at least 1 year. Customer has a one-time right, exercisable no later than twelve (12) months prior to the expiration of the Primary Term, to extend the term to either the 20<sup>th</sup> or 25<sup>th</sup> anniversary of the Service Commencement Date (Term Extension) for up to 100% of the MDTQ and this agreement, as extended, shall remain in force from year to year thereafter unless terminated by either party upon one (1) year of prior written notice provided prior to the end of the Term Extension or any successive term thereof. This Agreement may be terminated at any time by Algonquin in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty days after payment is due; provided Algonquin gives ten days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond or other form of security reasonably acceptable to Algonquin guaranteeing payment to Algonquin of such outstanding bill; provided that Algonquin shall not be entitled to terminate service pending the resolution of a disputed bill if Customer complies with the billing dispute procedure currently on file in Algonquin's Tariff. Any portions of this Agreement necessary to correct or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Algonquin's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished.

If this Agreement qualifies as a "ROFR Agreement" as defined in the General Terms and Conditions of Algonquin's Tariff, the provision of a termination notice by either Customer or Algonquin, pursuant to the preceding paragraph, a notice of partial reduction in Maximum Daily Transportation Quantity and Maximum Annual Transportation Quantity pursuant to Exhibit C or the expiration of this Agreement of its own terms triggers Customer's right of first refusal under Section 9 of the General Terms and Conditions of Algonquin's Tariff.

4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Agreement except during the specified term of a discounted rate or a Negotiated Rate to which Customer and Algonquin have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Agreement. Provisions governing such Negotiated Rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Customer, as part of Algonquin's Tariff. It is further agreed that Algonquin may seek authorization



from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Algonquin's Tariff, and Algonquin shall have the right to place such changes in effect in accordance with the Natural Gas Act. Nothing contained herein shall be construed to deny Customer any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest increased rates in whole or in part.

- 5. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Customer or Algonquin may change the addresses or other information below by written notice to the other without the necessity of amending this Agreement:

Algonquin: ALGONQUIN GAS TRANSMISSION, LLC  
5400 WESTHEIMER COURT  
HOUSTON, TX 77056-5310

Customer: NORTHERN UTILITIES, INC.  
SIX LIBERTY LANE WEST  
HAMPTON, NH 03842

- 6. The interpretation and performance of this Agreement shall be in accordance with the laws of the Commonwealth of Massachusetts, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.
- 7. This Agreement supersedes and cancels, as of the effective date of this Agreement, the contract(s) between the parties hereto as described below, if applicable, except that in the case of conversions from former Rate Schedules F-2 and F-3, the parties' obligations under Article II of the service agreements pertaining to such rate schedules shall continue in effect:

None

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date stated above.

NORTHERN UTILITIES, INC.



ALGONQUIN GAS TRANSMISSION, LLC

By: Spectra Algonquin Management, LLC,  
in its capacity as operator



By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**SERVICE AGREEMENT  
(APPLICABLE TO RATE SCHEDULE AFT-1)  
Exhibit A  
Point(s) of Receipt**

**Dated:** \_\_\_\_\_

To the service agreement under Rate Schedule AFT-1 dated \_\_\_\_\_ between Algonquin Gas Transmission, LLC (Algonquin) and NORTHERN UTILITIES, INC. (Customer) concerning Point(s) of Receipt.

Exhibit A Effective Date: Service Commencement Date

**Primary  
Point of  
Receipt**

**Maximum Daily  
Receipt Obligation  
(dth)**

**Maximum  
Receipt Pressure  
(psig)**

00201 MAHWAH (BERGEN,NJ)  
BERGEN CO., NJ

7,599

AT ANY PRESSURE REQUESTED BY ALGONQUIN BUT  
NOT IN EXCESS OF ALGONQUIN'S MAXIMUM  
ALLOWABLE OPERATING PRESSURE (MAOP).

00214 RAMAPO - MILLENNIUM (ROCKLAND,NY)  
ROCKLAND CO., NY

7,599

AT ANY PRESSURE REQUESTED BY ALGONQUIN BUT  
NOT IN EXCESS OF ALGONQUIN'S MAXIMUM  
ALLOWABLE OPERATING PRESSURE (MAOP).

Signed for Identification

Algonquin Gas Transmission, LLC

By: Spectra Algonquin Management, LLC,

in its capacity as operator

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Customer: \_\_\_\_\_

Supersedes Exhibit A Dated \_\_\_\_\_ N/A

**SERVICE AGREEMENT  
(APPLICABLE TO RATE SCHEDULE AFT-1)**

**Exhibit B  
Point(s) of Delivery**

**Dated:** \_\_\_\_\_

To the service agreement under Rate Schedule AFT-1 dated \_\_\_\_\_ between Algonquin Gas Transmission, LLC (Algonquin) and NORTHERN UTILITIES, INC. (Customer) concerning Point(s) of Delivery.

Exhibit B Effective Date: Service Commencement Date

**Primary  
Point of  
Delivery**

**Maximum Daily  
Delivery Obligation  
(dth)**

**Minimum  
Delivery Pressure  
(psig)**

01215 SALEM ESSEX CO., MA NORTH (ESSEX,MA)  
ESSEX CO., MA

7,599

ALGONQUIN'S LINE PRESSURE AS MAY EXIST FROM  
TIME TO TIME BUT NOT IN EXCESS OF ALGONQUIN'S  
MAXIMUM ALLOWABLE OPERATING PRESSURE  
(MAOP)

Signed for Identification

Algonquin Gas Transmission, LLC

By: Spectra Algonquin Management, LLC,

in its capacity as operator

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Customer: \_\_\_\_\_

Supersedes Exhibit B Dated \_\_\_\_\_ N/A

**SERVICE AGREEMENT  
(APPLICABLE TO RATE SCHEDULE AFT-1)**

**Exhibit C  
Transportation Quantities**

**Dated:** \_\_\_\_\_

To the service agreement under Rate Schedule AFT-1 dated \_\_\_\_\_ between Algonquin Gas Transmission, LLC (Algonquin) and NORTHERN UTILITIES, INC. (Customer) concerning transportation quantities.

Exhibit C Effective Date: Service Commencement Date

MAXIMUM DAILY TRANSPORTATION QUANTITY (MDTQ): 7,599 Dth

**Dth**

**Period**

MAXIMUM ANNUAL TRANSPORTATION QUANTITY (MATQ): 2,773,635 Dth

PARTIAL QUANTITY REDUCTION RIGHTS: Customer elects to partially reduce Customer's Maximum Daily Transportation Quantity by N/A dth and Maximum Annual Transportation Quantity by N/A dth, maintaining the existing Maximum Daily Transportation Quantity to Maximum Annual Transportation Quantity relationship, as of N/A or any subsequent anniversary date, upon providing N/A year(s) prior written notice to Algonquin.

Algonquin and Customer agree that, if this Agreement qualifies as a "ROFR Agreement", (i) the foregoing contractual right to partially reduce Customer's Maximum Daily Transportation Quantity is in addition to and not in lieu of any ROFR right to reduce Customer's Maximum Daily Transportation Quantity on a volumetric basis upon termination or expiration of this Agreement and (ii) only the partial reduction pursuant to the foregoing contractual right to partially reduce Customer's Maximum Daily Transportation Quantity is subject to the ROFR procedures specified in the General Terms and Conditions of Algonquin's Tariff and Customer may retain the balance of the Maximum Daily Transportation Quantity without being subject to the ROFR procedures.

Signed for Identification

Algonquin Gas Transmission, LLC

By: Spectra Algonquin Management, LLC,

in its capacity as operator

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Customer: \_\_\_\_\_

Supersedes Exhibit C Dated \_\_\_\_\_ N/A

**CERTIFICATE OF SERVICE**

I hereby certify that I have electronically served the foregoing document upon customers of Algonquin Gas Transmission, LLC and interested state commissions that have requested electronic service.

Dated at Houston, Texas this 11<sup>th</sup> day of February, 2021.

*/s/ Lauren Carr*

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Lauren Carr  
On behalf of  
Algonquin Gas Transmission, LLC