



Texas Eastern Transmission, LP
5400 Westheimer Court
Houston, Texas 77056

Mailing Address:
P.O. Box 1642
Houston, TX 77251-1642

713.627.5400 main

January 28, 2021

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

Re: *Texas Eastern Transmission, LP*, Docket No. RP21-____-000

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act¹ and Section 154.204 of the regulations of the Federal Energy Regulatory Commission ("FERC" or "Commission") promulgated thereunder,² Texas Eastern Transmission, LP ("Texas Eastern") hereby submits for filing as part of its FERC Gas Tariff, Statements of Negotiated Rates ("Statements of Negotiated Rates"), the tariff record listed in Appendix A to be effective on February 1, 2021.

STATEMENT OF NATURE, REASONS AND BASIS

On December 27, 2018, Texas Eastern submitted a filing to the Commission in Docket No. RP19-500-000 to implement a negotiated rate transaction reflected in the Statement of Negotiated Rates for Contract No. 911573 with EAP Ohio, LLC ("EAP Ohio") for firm transportation under Rate Schedule FT-1 (Ohio Extension) which was accepted for filing by the Commission.³

Texas Eastern and EAP Ohio have recently entered into an amended negotiated rate agreement consisting of a one-page letter agreement and a new Statement of Negotiated Rates for EAP Ohio's Contract No. 911573 (see Appendix B) which commences on February 1, 2021. The one-page letter agreement has the sole purpose of indicating the parties' agreement to the negotiated rate provisions on the Statement of Negotiated Rates attached to the letter agreement. This Statement of Negotiated Rates will supersede and replace the currently effective Statement of Negotiated Rates for EAP Ohio's Contract No. 911573.

Texas Eastern submits herewith the proposed tariff record listed in Appendix A, to be effective February 1, 2021, to reflect the amended negotiated rate agreement containing provisions that are identical to the Statement of Negotiated Rates attached to the letter agreement.

PROPOSED EFFECTIVE DATE

Texas Eastern proposes an effective date of February 1, 2021, for the tariff record filed herein. Texas Eastern 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

¹ 15 U.S.C. § 717c (2018).

² 18 C.F.R. § 154.204 (2020).

³ *Texas Eastern Transmission, LP*, Docket No. RP19-500-000 (issued January 18, 2019).

required for the Commission to accept the tariff record 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), Texas Eastern files this motion to place the revised tariff record 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 record filed herewith is not approved as filed and without condition, Texas Eastern reserves the right to file a motion at a later date to place such tariff record 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 record showing additions to and deletions from the currently effective tariff record 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 Texas Eastern'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:

* Berk Donaldson, Director, Regulatory
Texas Eastern Transmission, LP
P. O. Box 1642
Houston, TX 77251-1642
Phone: (713) 627-4488
Email: berk.donaldson@enbridge.com

and

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* Jennifer Rinker, Associate General Counsel, Northeast & FERC Chief
Compliance Officer
Texas Eastern Transmission, LP
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) 627-4488 with any questions regarding this filing.

Respectfully submitted,

/s/ Berk Donaldson

Berk Donaldson, Director
Regulatory

Enclosures

TEXAS EASTERN TRANSMISSION, LP
STATEMENTS OF NEGOTIATED RATES
APPENDIX A

<u>Version</u>	<u>Section (<i>Description & Title</i>)</u>
2.0.0	46. EAP Ohio – contract 911573

STATEMENT OF NEGOTIATED RATES 1/ 2/ 3/ 4/ 5/

Customer Name: EAP Ohio, LLC

Service Agreement: 911573

Term of Negotiated Rate: The term of this Negotiated Rate Agreement commences on February 1, 2021 and continues through January 31, 2026.

Rate Schedule: FT-1 (Ohio Extension)

MDQ: 50,000 Dth/d, exclusive of fuel

Reservation Rate: During the Term, Customer shall pay a negotiated reservation rate of \$0.6083 per month per Dekatherm (\$0.0200/Dth per day) of Customer's MDQ; provided, for each month, the negotiated reservation rate shall also include an amount equal to the daily equivalent of the maximum recourse reservation charge in effect at the time for Rate Schedule FT-1 (Ohio Extension) plus \$0.1000 for solely those dekatherms scheduled under Contract No. 911573 for the Day plus each Dth of scheduled delivered quantities for the Day under all of the related replacement contracts generated from Contract No. 911573 (including replacement contracts more than once removed from Contract No. 911573) during the month other than from the Primary Receipt Point at the Kensington Processing Plant to the Primary Delivery Point at the Dominion Transmission, Inc. Interconnect.

Usage Rate: During the Term of the Negotiated Rate, shall be as follows:

- A. The Usage-1 charge shall be the maximum applicable Rate Schedule FT-1 (Ohio Extension) recourse Usage-1 charge multiplied by the quantity of gas, in Dths, delivered during the applicable Day,
- B. The Usage-2 charge shall be the maximum applicable Rate Schedule FT-1 (Ohio Extension) recourse Usage-2 charge multiplied by that portion of the total quantity of gas, in Dekatherms, delivered on any day, which is in excess of 110% of scheduled service levels for such day, and
- C. Customer shall also pay the applicable ACA charge under Transporter's Rate Schedule FT-1 (Ohio Extension), the ASA charge equal to the applicable ASA charge under Transporter's Rate Schedule FT-1 (Ohio Extension) (as calculated based upon the Commission-approved ASA methodology and/or application of any Commission-approved tracking mechanism) and all other charges and surcharges applicable to Customer's Contract No. 911573 and Transporter agrees to credit Customer for all fuel related credits, pursuant to Transporter's ASA and EPC tracker mechanisms applicable to Contract No. 911573.

Primary Receipt Point:

Kensington Processing Plant (Meter No. 74200) – 50,000 Dth/d

Primary Delivery Point:

Dominion Transmission, Inc. (Meter No. 74203) – 50,000 Dth/d

Recourse Rate(s): The Recourse Rate(s) applicable to this service is the maximum rate(s) stated on Transporter's currently effective Statement of Rates for Rate Schedule FT-1 (Ohio Extension).

FOOTNOTES:

- 1/ This negotiated rate agreement is part of a nonconforming service agreement.
- 2/ This negotiated rate shall apply only to service under Contract No. 911573, up to Customer's MDQ specified above, and using the primary points designated herein and secondary points available to Contract No. 911573 in accordance with Transporter's FERC Gas Tariff.
- 3/ If Customer requests to amend the primary points under Contract No. 911573, Transporter shall have the right to terminate this Negotiated Rate Letter Agreement and the maximum recourse rates for Rate Schedule FT-1(Ohio Extension) shall apply to all service under Contract No. 911573 for the remainder of the term thereunder.
- 4/ Customer agrees to pay any future surcharge or additional charge pursuant to any FERC approved cost recovery mechanism of general applicability implemented in either a generic proceeding or a Transporter-specific proceeding, which mechanism recovers cost components not reflected in Transporter's initial recourse rates applicable to Contract No. 911573. Customer also agrees to pay any FERC-approved Transporter-specific surcharge applicable to Rate Schedule FT-1 to the extent that Customer, in accordance with the terms of Transporter's FERC Gas Tariff, uses Contract No. 911573 for service outside the zones included in the primary contract path and such surcharge is applicable to such out-of-zone transportation. Notwithstanding anything in this Statement of Negotiated Rates to the contrary, in the event that Customer desires transportation service under Contract No. 911573 on any incremental facilities or to or from any points on incremental facilities placed into service after the date hereof and access to such facilities is subject to an incremental maximum recourse rate charge, access charge or surcharge, service on such incremental facilities shall be available to Customer on a not unduly discriminatory basis, to the extent, but not otherwise, that Customer agrees to pay such applicable charges and fuel or such rate agreed to with Transporter; provided, Customer shall only be subject to such incremental maximum recourse rate charge, access charge or surcharge for such service to the extent that such

charge is generally applicable to Rate Schedule FT-1 shippers paying the maximum recourse rate on the system who request such service. Notwithstanding the foregoing, Customer may oppose the approval by FERC of any proposed surcharge.

- 5/ Unless otherwise defined or indicated herein, defined terms shall have the meaning for such terms as provided in Transporter's FERC Gas Tariff or the Precedent Agreement.

~~STATEMENT OF NEGOTIATED RATES 1/ 2/ 3/ 4/ 5/ 6/~~

~~Customer Name:~~ EAP Ohio, LLC

~~Service Agreement:~~ 911573

~~Term of Negotiated Rate:~~ The term of this Negotiated Rate Agreement commences on January 1, 2019, and continues through January 31, 2021.

~~Rate Schedule:~~ FT-1 (Ohio Extension)

~~MDQ:~~ 50,000 Dth/d, exclusive of fuel

~~Reservation Rate:~~ During the Term, Customer shall pay a negotiated reservation rate of \$0.6083 per month per Dekatherm (\$0.0200/Dth per day) of Customer's MDQ; provided, for each month, the negotiated reservation rate shall also include an amount equal to the daily equivalent of the maximum recourse reservation charge in effect at the time for Rate Schedule FT-1 (Ohio Extension) plus \$0.1000 for solely those dekatherms scheduled under Contract No. 911573 for the Day plus each Dth of scheduled delivered quantities for the Day under all of the related replacement contracts generated from Contract No. 911573 (including replacement contracts more than once removed from Contract No. 911573) during the month other than from the Primary Receipt Point at the Kensington Processing Plant to the Primary Delivery Point at the Dominion Transmission, Inc. Interconnect.

~~Usage Rate:~~ During the Term of the Negotiated Rate, shall be as follows:

A.—The Usage-1 charge shall be the maximum applicable Rate Schedule FT-1 (Ohio Extension) recourse Usage-1 charge multiplied by the quantity of gas, in Dths, delivered during the applicable Day (the initial Usage-1 rate is \$0.0000; after service commences this rate will change on a periodic basis in connection with Transporter's ASA mechanism pursuant to Section 15 of the GT&C of Transporter's Tariff);

B.—The Usage-2 charge shall be the maximum applicable Rate Schedule FT-1 (Ohio Extension) recourse Usage-2 charge multiplied by that portion of the total quantity of gas, in Dekatherms, delivered on any day, which is in excess of 110% of scheduled service levels for such day, and

C.—Customer shall also pay the applicable ACA charge under Transporter's Rate Schedule FT-1 (Ohio Extension), the ASA charge equal to the applicable ASA charge under Transporter's Rate Schedule FT-1 (Ohio Extension) (as calculated based upon the Commission approved ASA methodology and/or application of any Commission approved tracking mechanism) and all other charges and surcharges applicable to Customer's Contract No. [_____] and Transporter agrees to credit Customer for all

~~fuel related credits, pursuant to Transporter's ASA and EPC tracker mechanisms applicable to Contract No. [_____].~~

~~Primary Receipt Point:~~

~~Kensington Processing Plant (Meter No. 74200) — 50,000 Dth/d~~

~~Primary Delivery Point:~~

~~Dominion Transmission, Inc. (Meter No. 74203) — 50,000 Dth/d~~

~~Recourse Rate(s):~~ ~~The Recourse Rate(s) applicable to this service is the maximum rate(s) stated on Transporter's currently effective Statement of Rates for Rate Schedule FT 1 (Ohio Extension).~~

~~FOOTNOTES:~~

- ~~1/ — This negotiated rate agreement is part of a nonconforming service agreement.~~
- ~~2/ — This negotiated rate shall apply only to service under Contract No. 911573, up to Customer's MDQ specified above, and using the primary points designated herein and secondary points available to Contract No. 911573 in accordance with Transporter's FERC Gas Tariff.~~
- ~~3/ — If Customer requests to amend the primary points under Contract No. 911573, Transporter shall have the right to terminate this Negotiated Rate Letter Agreement and the maximum recourse rates for Rate Schedule FT 1 (Ohio Extension) shall apply to all service under Contract No. 911573 for the remainder of the term thereunder.~~
- ~~4/ — Customer agrees to pay any future surcharge or additional charge pursuant to any FERC approved cost recovery mechanism of general applicability implemented in either a generic proceeding or a Transporter specific proceeding, which mechanism recovers cost components not reflected in Transporter's initial recourse rates applicable to Contract No. 911573. Customer also agrees to pay any FERC approved Transporter-specific surcharge applicable to Rate Schedule FT 1 to the extent that Customer, in accordance with the terms of Transporter's FERC Gas Tariff, uses Contract No. 911573 for service outside the zones included in the primary contract path and such surcharge is applicable to such out-of-zone transportation. Notwithstanding anything in this Statement of Negotiated Rates to the contrary, in the event that Customer desires transportation service under Contract No. 911573 on any incremental facilities or to or from any points on incremental facilities placed into service after the date hereof and access to such facilities is subject to an incremental maximum recourse rate charge, access charge or surcharge, service on such incremental facilities shall be available to Customer on a not unduly discriminatory basis, to the extent, but not otherwise, that Customer agrees to pay such applicable charges and fuel or such rate agreed to with~~

~~Transporter; provided, Customer shall only be subject to such incremental maximum recourse rate charge, access charge or surcharge for such service to the extent that such charge is generally applicable to Rate Schedule FT-1 shippers paying the maximum recourse rate on the system who request such service. Notwithstanding the foregoing, Customer may oppose the approval by FERC of any proposed surcharge.~~

~~5/ For a five (5) year term commencing immediately upon termination of Contract No. 911573, Customer shall have the right to transport up to 50,000 Dth/d of natural gas under a Rate Schedule IT-1 (Ohio Extension) service agreement at a rate of \$0.02 per dekatherm delivered plus fuel and lost and unaccounted for gas ("LAUF") and all other applicable charges and surcharges, but such rate shall only apply for transportation from a receipt point at the Kensington Processing Plant to a delivery point at the Dominion Transmission, Inc. Interconnect and, if Customer nominates any other path under such service agreement, Customer's rate for each dekatherm delivered utilizing such other path shall be the maximum applicable recourse rate plus \$0.10 per dekatherm delivered plus fuel and LAUF and all other applicable charges and surcharges (the Parties have agreed to execute the agreements that Transporter reasonably determines are necessary at the time in order to implement any such Rate Schedule IT-1 (Ohio Extension)).~~

~~6/ Unless otherwise defined or indicated herein, defined terms shall have the meaning for such terms as provided in Transporter's FERC Gas Tariff or the Precedent Agreement. STATEMENT OF NEGOTIATED RATES 1/ 2/ 3/ 4/ 5/~~

Customer Name: EAP Ohio, LLC

Service Agreement: 911573

Term of Negotiated Rate: The term of this Negotiated Rate Agreement commences on February 1, 2021 and continues through January 31, 2026.

Rate Schedule: FT-1 (Ohio Extension)

MDQ: 50,000 Dth/d, exclusive of fuel

Reservation Rate: During the Term, Customer shall pay a negotiated reservation rate of \$0.6083 per month per Dekatherm (\$0.0200/Dth per day) of Customer's MDQ; provided, for each month, the negotiated reservation rate shall also include an amount equal to the daily equivalent of the maximum recourse reservation charge in effect at the time for Rate Schedule FT-1 (Ohio Extension) plus \$0.1000 for solely those dekatherms scheduled under Contract No. 911573 for the Day plus each Dth of scheduled delivered quantities for the Day under all of the related replacement contracts generated from Contract No. 911573 (including replacement contracts more than once removed from Contract No. 911573) during the month other than from the Primary Receipt Point at the Kensington Processing Plant to the Primary Delivery Point at the Dominion

Transmission, Inc. Interconnect.

Usage Rate: During the Term of the Negotiated Rate, shall be as follows:

A. The Usage-1 charge shall be the maximum applicable Rate Schedule FT-1 (Ohio Extension) recourse Usage-1 charge multiplied by the quantity of gas, in Dths, delivered during the applicable Day,

B. The Usage-2 charge shall be the maximum applicable Rate Schedule FT-1 (Ohio Extension) recourse Usage-2 charge multiplied by that portion of the total quantity of gas, in Dekatherms, delivered on any day, which is in excess of 110% of scheduled service levels for such day, and

C. Customer shall also pay the applicable ACA charge under Transporter's Rate Schedule FT-1 (Ohio Extension), the ASA charge equal to the applicable ASA charge under Transporter's Rate Schedule FT-1 (Ohio Extension) (as calculated based upon the Commission-approved ASA methodology and/or application of any Commission-approved tracking mechanism) and all other charges and surcharges applicable to Customer's Contract No. 911573 and Transporter agrees to credit Customer for all fuel related credits, pursuant to Transporter's ASA and EPC tracker mechanisms applicable to Contract No. 911573.

Primary Receipt Point:

Kensington Processing Plant (Meter No. 74200) – 50,000 Dth/d

Primary Delivery Point:

Dominion Transmission, Inc. (Meter No. 74203) – 50,000 Dth/d

Recourse Rate(s): The Recourse Rate(s) applicable to this service is the maximum rate(s) stated on Transporter's currently effective Statement of Rates for Rate Schedule FT-1 (Ohio Extension).

FOOTNOTES:

1/ This negotiated rate agreement is part of a nonconforming service agreement.

2/ This negotiated rate shall apply only to service under Contract No. 911573, up to Customer's MDQ specified above, and using the primary points designated herein and secondary points available to Contract No. 911573 in accordance with Transporter's FERC Gas Tariff.

3/ If Customer requests to amend the primary points under Contract No. 911573, Transporter shall have the right to terminate this Negotiated Rate Letter Agreement and

the maximum recourse rates for Rate Schedule FT-1(Ohio Extension) shall apply to all service under Contract No. 911573 for the remainder of the term thereunder.

4/ Customer agrees to pay any future surcharge or additional charge pursuant to any FERC approved cost recovery mechanism of general applicability implemented in either a generic proceeding or a Transporter-specific proceeding, which mechanism recovers cost components not reflected in Transporter's initial recourse rates applicable to Contract No. 911573. Customer also agrees to pay any FERC-approved Transporter-specific surcharge applicable to Rate Schedule FT-1 to the extent that Customer, in accordance with the terms of Transporter's FERC Gas Tariff, uses Contract No. 911573 for service outside the zones included in the primary contract path and such surcharge is applicable to such out-of-zone transportation. Notwithstanding anything in this Statement of Negotiated Rates to the contrary, in the event that Customer desires transportation service under Contract No. 911573 on any incremental facilities or to or from any points on incremental facilities placed into service after the date hereof and access to such facilities is subject to an incremental maximum recourse rate charge, access charge or surcharge, service on such incremental facilities shall be available to Customer on a not unduly discriminatory basis, to the extent, but not otherwise, that Customer agrees to pay such applicable charges and fuel or such rate agreed to with Transporter; provided, Customer shall only be subject to such incremental maximum recourse rate charge, access charge or surcharge for such service to the extent that such charge is generally applicable to Rate Schedule FT-1 shippers paying the maximum recourse rate on the system who request such service. Notwithstanding the foregoing, Customer may oppose the approval by FERC of any proposed surcharge.

5/ Unless otherwise defined or indicated herein, defined terms shall have the meaning for such terms as provided in Transporter's FERC Gas Tariff or the Precedent Agreement.

TEXAS EASTERN TRANSMISSION, LP

APPENDIX B

NEGOTIATED RATE AGREEMENT



Texas Eastern Transmission, LP

5400 Westheimer Court
Houston, TX 77056-5310

January 14, 2021

Megan Schlain
EAP Ohio, LLC
5847 San Felipe St
Houston, TX 77057

Re: Rate Schedule FT-1 Service Agreement (Contract No. 911573) Negotiated Rate

Dear Ms. Schlain,

By this transmittal letter, Texas Eastern Transmission, LP (“Texas Eastern”) and EAP Ohio, LLC (“Customer”) are implementing a negotiated rate applicable to service under the above-referenced Rate Schedule FT-1 Service Agreement.

Texas Eastern and Customer hereby agree that the provisions on the attached pro forma Statement of Negotiated Rates reflect the terms of their agreement, including the effectiveness of the negotiated rate. After execution of this letter by both Texas Eastern and Customer, Texas Eastern shall file a statement of Negotiated Rates with the Commission containing rate-related provisions identical to those provisions on the attachment in accordance with Section 29 of the General Terms and Conditions of the Texas Eastern tariff.

If the foregoing accurately sets forth your understanding of the matter covered herein, please so indicate by having a duly authorized representative sign in the spaced provided below and returning an original singed copy to the undersigned.

Sincerely,

Texas Eastern Transmission, LP
By its General Partner
Spectra Energy Transmission Services, LLC

DS
MS

ACCEPTED AND AGREED TO
THIS ___ DAY OF JANUARY 2021
EAP Ohio, LLC

DocuSigned by:

Dana Bryant

B5D7A2DBA79C4C1...

Name: Dana Bryant
Title: VP, Marketing

2021-Jan-27 | 6:30 AM PST

STATEMENT OF NEGOTIATED RATES 1/ 2/ 3/ 4/ 5/

Customer Name: EAP Ohio, LLC

Service Agreement: 911573

Term of Negotiated Rate: The term of this Negotiated Rate Agreement commences on February 1, 2021 and continues through January 31, 2026.

Rate Schedule: FT-1 (Ohio Extension)

MDQ: 50,000 Dth/d, exclusive of fuel

Reservation Rate: During the Term, Customer shall pay a negotiated reservation rate of \$0.6083 per month per Dekatherm (\$0.0200/Dth per day) of Customer's MDQ; provided, for each month, the negotiated reservation rate shall also include an amount equal to the daily equivalent of the maximum recourse reservation charge in effect at the time for Rate Schedule FT-1 (Ohio Extension) plus \$0.1000 for solely those dekatherms scheduled under Contract No. 911573 for the Day plus each Dth of scheduled delivered quantities for the Day under all of the related replacement contracts generated from Contract No. 911573 (including replacement contracts more than once removed from Contract No. 911573) during the month other than from the Primary Receipt Point at the Kensington Processing Plant to the Primary Delivery Point at the Dominion Transmission, Inc. Interconnect.

Usage Rate: During the Term of the Negotiated Rate, shall be as follows:

- A. The Usage-1 charge shall be the maximum applicable Rate Schedule FT-1 (Ohio Extension) recourse Usage-1 charge multiplied by the quantity of gas, in Dths, delivered during the applicable Day,
- B. The Usage-2 charge shall be the maximum applicable Rate Schedule FT-1 (Ohio Extension) recourse Usage-2 charge multiplied by that portion of the total quantity of gas, in Dekatherms, delivered on any day, which is in excess of 110% of scheduled service levels for such day, and
- C. Customer shall also pay the applicable ACA charge under Transporter's Rate Schedule FT-1 (Ohio Extension), the ASA charge equal to the applicable ASA charge under Transporter's Rate Schedule FT-1 (Ohio Extension) (as calculated based upon the Commission-approved ASA methodology and/or application of any Commission-approved tracking mechanism) and all other charges and surcharges applicable to Customer's Contract No. 911573 and Transporter agrees to credit Customer for all fuel related credits, pursuant to Transporter's ASA and EPC tracker mechanisms applicable to Contract No. 911573.

Primary Receipt Point:

Kensington Processing Plant (Meter No. 74200) – 50,000 Dth/d

Primary Delivery Point:

Dominion Transmission, Inc. (Meter No. 74203) – 50,000 Dth/d

Recourse Rate(s): The Recourse Rate(s) applicable to this service is the maximum rate(s) stated on Transporter's currently effective Statement of Rates for Rate Schedule FT-1 (Ohio Extension).

FOOTNOTES:

- 1/ This negotiated rate agreement is part of a nonconforming service agreement.
- 2/ This negotiated rate shall apply only to service under Contract No. 911573, up to Customer's MDQ specified above, and using the primary points designated herein and secondary points available to Contract No. 911573 in accordance with Transporter's FERC Gas Tariff.
- 3/ If Customer requests to amend the primary points under Contract No. 911573, Transporter shall have the right to terminate this Negotiated Rate Letter Agreement and the maximum recourse rates for Rate Schedule FT-1(Ohio Extension) shall apply to all service under Contract No. 911573 for the remainder of the term thereunder.
- 4/ Customer agrees to pay any future surcharge or additional charge pursuant to any FERC approved cost recovery mechanism of general applicability implemented in either a generic proceeding or a Transporter-specific proceeding, which mechanism recovers cost components not reflected in Transporter's initial recourse rates applicable to Contract No. 911573. Customer also agrees to pay any FERC-approved Transporter-specific surcharge applicable to Rate Schedule FT-1 to the extent that Customer, in accordance with the terms of Transporter's FERC Gas Tariff, uses Contract No. 911573 for service outside the zones included in the primary contract path and such surcharge is applicable to such out-of-zone transportation. Notwithstanding anything in this Statement of Negotiated Rates to the contrary, in the event that Customer desires transportation service under Contract No. 911573 on any incremental facilities or to or from any points on incremental facilities placed into service after the date hereof and access to such facilities is subject to an incremental maximum recourse rate charge, access charge or surcharge, service on such incremental facilities shall be available to Customer on a not unduly discriminatory basis, to the extent, but not otherwise, that Customer agrees to pay such applicable charges and fuel or such rate agreed to with Transporter; provided, Customer shall only be subject to such incremental maximum recourse rate charge, access charge or surcharge for such service to the extent that such charge is generally applicable to Rate Schedule FT-1 shippers paying the maximum recourse rate on the system who request such service. Notwithstanding the foregoing, Customer may oppose the approval by FERC of any proposed surcharge.

5/ Unless otherwise defined or indicated herein, defined terms shall have the meaning for such terms as provided in Transporter's FERC Gas Tariff or the Precedent Agreement.

CERTIFICATE OF SERVICE

I hereby certify that I have electronically served the foregoing document upon customers of Texas Eastern Transmission, LP and interested state commissions that have requested electronic service.

Dated at Houston, Texas this 28th day of January, 2021.

/s/ Gina Gray

Gina Gray
On behalf of
Texas Eastern Transmission, LP