

City of Philadelphia



(Bill No. 180520)

AN ORDINANCE

Authorizing the execution, delivery and performance by the Philadelphia Facilities Management Corporation on behalf of the Philadelphia Gas Works of two amended and restated Service Agreements (the "Restated Service Agreements") for Gas Transportation Service under Rate Schedule FT with Transcontinental Gas Pipe Line Corporation.

WHEREAS, Pursuant to Paragraph 2 of Section II of the Agreement Between The City of Philadelphia and the Philadelphia Facilities Management Corporation for the Management and Operation of the Philadelphia Gas Works dated December 29, 1972, authorized pursuant to an Ordinance of City Council approved December 29, 1972 (Bill No. 455), as further amended (the "Management Agreement/Ordinance"), PFMC is required to obtain the advance recommendation of the Philadelphia Gas Commission (the "Gas Commission") and the approval of City Council with respect to the purchase of natural gas supply and contracts for the distribution and/or transmission of such gas to the Gas Works or its facilities which are ancillary, attendant, or related in any manner to purchase of gas (except in temporary or emergency situations, in which case PFMC must submit contracts for such purchases within thirty (30) days after initiating such purchases to the Gas Commission and Council for their approval); and

WHEREAS, Pursuant to Paragraph 1 of Section II of the Management Agreement/Ordinance, PFMC is required to take all reasonable steps to insure that the capacity of PGW to manufacture, provide and distribute gas is at all times sufficient for the estimated maximum requirements of gas users in the City of Philadelphia; and

WHEREAS, As part of its system to permit natural gas to be delivered to the City gate, PGW currently has Service Agreements with Transcontinental Gas Pipe Line Corporation ("Transco") for firm transportation service under Transco's Rate Schedule FT identified as (i) System Contract #1005001 dated August 1, 1991 and (ii) System Contract #1003691 dated February 1, 1992 (the "Service Agreements"), which were among the gas transportation contracts enumerated in Exhibit "H" to Bill No. 1243 that were ratified and approved by City Council pursuant to Section 11 of Bill No. 1243, enacted on December 28, 1995 and which remain in effect until terminated by Transco or PGW on at least three (3) years written notice; and

WHEREAS, PGW is required to comply with the least cost fuel procurement policy requirement mandated by the Pennsylvania Public Utility Code at 66 Pa.C.S.A. §1318(a); and

City of Philadelphia

BILL NO. 180520 continued

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WHEREAS, Transco has requested that PGW enter into the Restated Service Agreements to (i) reflect the receipt points and volumes actually used by PGW by removing all other listed receipt points and volumes from Exhibit A attached to each Service Agreement, (ii) remove the column for the billing determinant quantities on Exhibit A attached to System Contract #1005001 (in accordance with the settlement approved by the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP12-993-000) and (iii) convert the quantities of gas under each Service Agreement from one thousand cubic feet (“Mcf”) to dekatherms (“dt”) at a conversion factor of 1.035 dt per Mcf; and

WHEREAS, The Restated Service Agreements will be effective as of September 1, 2018 and remain in effect until September 1, 2021 and thereafter until terminated by Transco or PGW upon at least three (3) years written notice; and

WHEREAS, PFMC on behalf of PGW wishes to enter into the Restated Service Agreements, which additionally provide that all payments required to be made in connection with such Agreements shall be made solely from the revenues of PGW; and

WHEREAS, After approval of the Restated Service Agreements by City Council and subsequently by FERC, such Restated Agreements will supersede the current Service Agreements (System Contracts #1005001 and #1003691), which will then be cancelled by Transco and PGW as of the effective date of the Restated Agreements; and

WHEREAS, At a public meeting held on May 8, 2018, the Gas Commission recommended that Council approve the execution, delivery and performance of the Restated Agreements by PFMC on behalf of PGW in the revised forms attached hereto as Exhibits “A” and “B”, and subject to the terms and conditions set forth in the written Motion approved at that meeting; now, therefore

THE COUNCIL OF THE CITY OF PHILADELPHIA HEREBY ORDAINS:

SECTION 1. The Philadelphia Facilities Management Corporation (“PFMC”) on behalf of the Philadelphia Gas Works (“PGW”) is hereby authorized to execute, deliver and perform amended and restated Service Agreements with Transcontinental Gas Pipe Line Corporation (“Transco”) for firm transportation service under Transco’s Rate Schedule FT which, upon approval by the Federal Energy Regulatory Commission, will supersede and replace Transco and PGW’s current Service Agreements (System Contract #1005001 and System Contract #1003691), in the forms attached hereto as Exhibits “A” and “B”, except and to the extent as changes may be approved by the City Solicitor.

SECTION 2. PFMC, on behalf of PGW, is hereby authorized and directed to execute and deliver such other documents, and to take such other action as is deemed necessary or appropriate in order to effectuate this Ordinance.

Exhibit "A"

(Endorsed Restated Agreement #1003691)

**FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule FT)**

THIS AGREEMENT entered into this _____ day of _____, 2018, by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller," first party, and PHILADELPHIA GAS WORKS, by Philadelphia Facilities Management Corporation in its capacity as operator and manager of the municipally owned Philadelphia Gas Works pursuant to an Agreement with the City of Philadelphia dated December 29, 1972, as amended, hereinafter referred to as "Buyer," second party,

WITNESSETH

WHEREAS, Seller and Buyer are parties to that certain Service Agreement, dated February 1, 1992 (Seller's Contract #1003691, hereinafter referred to as "the Service Agreement"), under Seller's Rate Schedule FT pursuant to which Seller provides firm transportation service for Buyer up to a Transportation Contract Quantity of 164,625 Mcf per day, which equates to 165,212 dt per day; and

WHEREAS, Seller and Buyer desire to amend the Service Agreement to modify Exhibit A of the Service Agreement to remove all of the receipt points and volumes with the exception of the receipt points at Compressor Stations 30, 45, 50, 54, 62 and 65 and the associated volumes for each; and

WHEREAS, Seller and Buyer also desire to amend the Service Agreement to reflect the conversion of the quantities of gas under the Service Agreement from Mcf to dt at a conversion factor of 1.035 dt per Mcf; and

WHEREAS, Seller and Buyer further desire to amend the Service Agreement to include a non-conforming provision specifying the responsible party for payments for transportation service provided by Seller under the Service Agreement in Article VI, Paragraph 6; and

WHEREAS, consistent with Federal Energy Regulatory Commission requirements, Seller and Buyer have agreed to supersede the Service Agreement and execute a new agreement reflecting these amendments and otherwise restating the terms and conditions of the Service Agreement, which will be submitted to the Federal Energy Regulatory Commission for approval, upon which approval the current Service Agreement will be cancelled as of the effective date of this Agreement.

NOW THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
GAS TRANSPORTATION SERVICE

1. Subject to the terms and provisions of this agreement and of Seller's Rate Schedule FT, Buyer agrees to deliver or cause to be delivered to Seller gas for transportation and Seller agrees to receive,

transport and redeliver natural gas to Buyer or for the account of Buyer, on a firm basis, up to a Transportation Contract Quantity ("TCQ") of 165,212 dt per day.

2. Transportation service rendered hereunder shall not be subject to curtailment or interruption except as provided in Section 11 and, if applicable, Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff.

ARTICLE II POINT(S) OF RECEIPT

Buyer shall deliver or cause to be delivered gas at the point(s) of receipt hereunder at a pressure sufficient to allow the gas to enter Seller's pipeline system at the varying pressures that may exist in such system from time to time; provided, however, the pressure of the gas delivered or caused to be delivered by Buyer shall not exceed the maximum operating pressure(s) of Seller's pipeline system at such point(s) of receipt. In the event the maximum operating pressure(s) of Seller's pipeline system, at the point(s) of receipt hereunder, is from time to time increased or decreased, then the maximum allowable pressure(s) of the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be correspondingly increased or decreased upon written notification of Seller to Buyer. The point(s) of receipt for natural gas received for transportation pursuant to this agreement shall be:

See Exhibit A, attached hereto, for points of receipt.

ARTICLE III POINT(S) OF DELIVERY

Seller shall redeliver to Buyer or for the account of Buyer the gas transported hereunder at the following point(s) of delivery and at a pressure(s) of:

See Exhibit B, attached hereto, for points of delivery and pressures.

ARTICLE IV TERM OF AGREEMENT

This agreement shall be effective as of September 1, 2018 and shall remain in force and effect until 9:00 a.m. Central Clock Time September 1, 2021 and thereafter until terminated by Seller or Buyer upon at least three (3) years written notice; provided, however, this agreement shall terminate immediately and, subject to the receipt of necessary authorizations, if any, Seller may discontinue service hereunder if (a) Buyer, in Seller's reasonable judgment fails to demonstrate creditworthiness, and (b) Buyer fails to provide adequate security in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221(d) of the Commission's regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from

firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

ARTICLE V
RATE SCHEDULE AND PRICE

1. Buyer shall pay Seller for natural gas delivered to Buyer hereunder in accordance with Seller's Rate Schedule FT and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be legally amended or superseded from time to time. Such rate schedule and General Terms and Conditions are by this reference made a part hereof. In the event Buyer and Seller mutually agree to a negotiated rate pursuant to the provisions in Section 53 of the General Terms and Conditions and specified term for service hereunder, provisions governing such negotiated rate (including surcharges) and term shall be set forth on Exhibit C to the service agreement.

2. Seller and Buyer agree that the quantity of gas that Buyer delivers or causes to be delivered to Seller shall include the quantity of gas retained by Seller for applicable compressor fuel, line loss make-up (and injection fuel under Seller's Rate Schedule GSS, if applicable) in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Statement of Rates and Fuel in Part II, Section 12.1 of this tariff which relates to service under this agreement and which is incorporated herein.

3. In addition to the applicable charges for firm transportation service pursuant to Section 3 of Seller's Rate Schedule FT, Buyer shall reimburse Seller for any and all filing fees incurred as a result of Buyer's request for service under Seller's Rate Schedule FT, to the extent such fees are imposed upon Seller by the Federal Energy Regulatory Commission or any successor governmental authority having jurisdiction.

ARTICLE VI
MISCELLANEOUS

1. This Agreement supersedes and cancels as of the effective date hereof the following contract(s): FT Service Agreement, dated February 1, 1992 (Seller's Contract #1003691).

2. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

3. The interpretation and performance of this agreement shall be in accordance with the laws of the State of Texas, without recourse to the law governing conflict of laws, and to all present and future valid laws with respect to the subject matter, including present and future orders, rules and regulations of duly constituted authorities.

4. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Notices to either party shall be in writing and shall be considered as duly delivered when mailed to the other party at the following address:

- (a) If to Seller:
Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251
Attention: Manager – Customer Services

- (b) If to Buyer:
Philadelphia Gas Works
800 West Montgomery Avenue
Philadelphia, Pennsylvania 19122
Attention: Vice President – Rates and Federal Regulatory Affairs

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party by certified or registered mail.

6. It is understood and agreed that any payments required to be made by the Philadelphia Facilities Management Corporation and/or the Philadelphia Gas Works as a result of or arising out of its entering into this Service Agreement shall be made solely from the revenues of the Philadelphia Gas Works.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE LINE
COMPANY, LLC
(Seller)

By _____

Print Name _____

Title _____

PHILADELPHIA GAS WORKS by Philadelphia
Facilities Management Corporation
(Buyer)

By _____

Print Name _____

Title _____

Exhibit A

<u>Point(s) of Receipt</u>	<u>Maximum Daily Capacity Entitlement at each Receipt Point (DT/day)*1</u>
1. Suction Side of Seller's Compressor Station 30 at the Existing Point of Interconnection between Seller's Central Texas Lateral and Seller's Mainline at Wharton County, Texas. (Station 30 TP#7133)	28,086
2. Discharge Side of Seller's Compressor Station 45 at the Existing Point of Interconnection between Seller's Southwest Louisiana Lateral and Seller's Mainline Beauregard Parish, Louisiana. (Station 45 TP#7101)	69,388
3. Suction Side of Seller's Compressor Station 50 at the Existing Point of Interconnection between Seller's Central Louisiana Lateral and Seller's Mainline Evangeline Parish, Louisiana. (Station 50 TP#6948)	100,779
4. Discharge Side of Seller's Compressor Station 54 at Seller's Washington Storage Field, St. Landry Parish, Louisiana (Station 54 TP#6768)	101,546 Mar.-Nov. 100,779 Dec.-Feb.
5. Suction Side of Seller's Compressor Station 62 on Seller's Southeast Louisiana Lateral in Terrebonne Parish, Louisiana. (Station 62 TP#7141)	64,433
6. Suction Side of Seller's Compressor Station 65 at Existing Point of Interconnection between Seller's Southeast Louisiana Lateral and Seller's Mainline St. Helena Parish, Louisiana. (Station 65 TP#6685)	165,212

* These quantities do not include the additional quantities of gas retained by Seller for applicable compressor fuel and line loss make-up provided for in Article V, 2 of this service agreement, which are subject to change as provided for in Article V, 2 hereof.

Exhibit B

<u>Point(s) of Delivery</u>	<u>Maximum Dally Capacity Entitlement at each Delivery Point(Dt/Day)</u>	<u>Pressure</u>
1. Station 54	101,546 Mar.-Nov. 100,779 Dec.-Feb.	Not Applicable.
2. Seller's Eminence Storage Field, Covington County, Mississlppi	165,212	Prevalling pressure in Seller's pipeline system not to exceed maximum allowable operating pressure.
3. Ashmead Road Meter Station, located on Seller's Oreland Line at mile post 13.44 in Cheltenham Township, Montgomery County, Pennsylvania, near the city limits line of the City of Philadelphia, Pennsylvania.	165,212	Not less than one hundred (100) pounds per square Inch gauge or at such other pressures as may be agreed upon in the day to day operation of Seller and Buyer.
4. Whitman Meter Station, located in the City of Philadelphia, Pennsylvania, on Delaware Avenue approximately 550 feet south of the intersection of Delaware Avenue and Packer Avenue where the facilities of Seller connect with those of Buyer.	165,212	Not less than one hundred (100) pounds per square Inch gauge or at such other pressures as may be agreed upon in the day to day operation of Seller and Buyer.

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|----|---|---------|--|
| 5. | Richmond Meter Station, located adjacent to Seller's Trenton-Woodbury line at mile post 36.83 and near the intersection of Lewis and Delaware Avenue, Philadelphia County, Philadelphia, Pennsylvania. | 165,212 | Not less than one hundred (100) pounds per square inch gauge or at such other pressures as may be agreed upon in the day to day operation of Seller and Buyer. |
| 6. | Northeast Philadelphia Meter Station (Somerton), located near the westerly terminus of Brookside Drive and approximately 1200 feet northeasterly from County Line Road in Lower Southampton Township, Bucks County, Pennsylvania. | 165,212 | Not less than one hundred (100) pounds per square inch gauge or at such other pressures as may be agreed upon in the day to day operation of Seller and Buyer. |
| 7. | Oreland Meter Station, located on Seller's Oreland Line at mile post 6.09 in Springfield Township, Montgomery County, Pennsylvania. | 165,212 | Not less than one hundred (100) pounds per square inch gauge or at such other pressures as may be agreed upon in the day to day operation of Seller and Buyer. |

Exhibit C

Specification of Negotiated Rate and Term

None.

Exhibit "B"

(Endorsed Restated Agreement #1005001)

**FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule FT)**

THIS AGREEMENT entered into this _____ day of _____, 2018, by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller," first party, and PHILADELPHIA GAS WORKS, by Philadelphia Facilities Management Corporation in its capacity as operator and manager of the municipally owned Philadelphia Gas Works pursuant to an Agreement with the City of Philadelphia dated December 29, 1972, as amended, hereinafter referred to as "Buyer," second party,

WITNESSETH

WHEREAS, Seller and Buyer are parties to that certain Service Agreement, dated August 1, 1991 (Seller's Contract #1005001, hereinafter referred to as "the Service Agreement"), under Seller's Rate Schedule FT pursuant to which Seller provides firm transportation service for Buyer up to a Transportation Contract Quantity of 1,900 Mcf per day, which equates to 1,967 dt per day; and

WHEREAS, Seller and Buyer desire to amend the Service Agreement to modify Exhibit A of the Service Agreement to remove all of the receipt points and volumes with the exception of the receipt points at Compressor Stations 30, 45, 50, 54, 62 and 65 and the associated volumes for each; and

WHEREAS, in accordance with the settlement approved by the Federal Energy Regulatory Commission in Docket No. RP12-993-000, Seller and Buyer also desire to amend Exhibit A of the Service Agreement to remove the column for the billing determinant quantities; and

WHEREAS, Seller and Buyer also desire to amend the Service Agreement to reflect the conversion of the quantities of gas under the Service Agreement from Mcf to dt at a conversion factor of 1.035 dt per Mcf; and

WHEREAS, Seller and Buyer further desire to amend the Service Agreement to include a non-conforming provision specifying the responsible party for payments for transportation service provided by Seller under the Service Agreement in Article VI, Paragraph 6; and

WHEREAS, consistent with Federal Energy Regulatory Commission requirements, Seller and Buyer have agreed to supersede the Service Agreement and execute a new agreement reflecting these amendments and otherwise restating the terms and conditions of the Service Agreement, which will be submitted to the Federal Energy Regulatory Commission for approval, upon which approval the current Service Agreement will be cancelled as of the effective date of this Agreement.

NOW THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
GAS TRANSPORTATION SERVICE

1. Subject to the terms and provisions of this agreement and of Seller's Rate Schedule FT, Buyer agrees to deliver or cause to be delivered to Seller gas for transportation and Seller agrees to receive, transport and redeliver natural gas to Buyer or for the account of Buyer, on a firm basis, up to a Transportation Contract Quantity ("TCQ") of 1,967 dt per day.

2. Transportation service rendered hereunder shall not be subject to curtailment or interruption except as provided in Section 11 and, if applicable, Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff.

ARTICLE II POINT(S) OF RECEIPT

Buyer shall deliver or cause to be delivered gas at the point(s) of receipt hereunder at a pressure sufficient to allow the gas to enter Seller's pipeline system at the varying pressures that may exist in such system from time to time; provided, however, the pressure of the gas delivered or caused to be delivered by Buyer shall not exceed the maximum operating pressure(s) of Seller's pipeline system at such point(s) of receipt. In the event the maximum operating pressure(s) of Seller's pipeline system, at the point(s) of receipt hereunder, is from time to time increased or decreased, then the maximum allowable pressure(s) of the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be correspondingly increased or decreased upon written notification of Seller to Buyer. The point(s) of receipt for natural gas received for transportation pursuant to this agreement shall be:

See Exhibit A, attached hereto, for points of receipt.

ARTICLE III POINT(S) OF DELIVERY

Seller shall redeliver to Buyer or for the account of Buyer the gas transported hereunder at the following point(s) of delivery and at a pressure(s) of:

See Exhibit B, attached hereto, for points of delivery and pressures.

ARTICLE IV TERM OF AGREEMENT

This agreement shall be effective as of September 1, 2018 and shall remain in force and effect until 9:00 a.m. Central Clock Time September 1, 2021 and September until terminated by Seller or Buyer upon at least three (3) years written notice; provided, however, this agreement shall terminate immediately and, subject to the receipt of necessary authorizations, if any, Seller may discontinue service hereunder if (a) Buyer, in Seller's reasonable judgment fails to demonstrate creditworthiness, and (b) Buyer fails to provide adequate security in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.22.1(d) of the Commission's regulations shall not apply to any long

term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

ARTICLE V
RATE SCHEDULE AND PRICE

1. Buyer shall pay Seller for natural gas delivered to Buyer hereunder in accordance with Seller's Rate Schedule FT and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be legally amended or superseded from time to time. Such rate schedule and General Terms and Conditions are by this reference made a part hereof. In the event Buyer and Seller mutually agree to a negotiated rate pursuant to the provisions in Section 53 of the General Terms and Conditions and specified term for service hereunder, provisions governing such negotiated rate (including surcharges) and term shall be set forth on Exhibit C to the service agreement.

2. Seller and Buyer agree that the quantity of gas that Buyer delivers or causes to be delivered to Seller shall include the quantity of gas retained by Seller for applicable compressor fuel, line loss make-up (and injection fuel under Seller's Rate Schedule GSS, if applicable) in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Statement of Rates and Fuel in Part II, Section 12.1 of this tariff which relates to service under this agreement and which is incorporated herein.

3. In addition to the applicable charges for firm transportation service pursuant to Section 3 of Seller's Rate Schedule FT, Buyer shall reimburse Seller for any and all filing fees incurred as a result of Buyer's request for service under Seller's Rate Schedule FT, to the extent such fees are imposed upon Seller by the Federal Energy Regulatory Commission or any successor governmental authority having jurisdiction.

ARTICLE VI
MISCELLANEOUS

1. This Agreement supersedes and cancels as of the effective date hereof the following contract(s): FT Service Agreement, dated August 1, 1991 (Seller's Contract #1005001).

2. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

3. The interpretation and performance of this agreement shall be in accordance with the laws of the State of Texas, without recourse to the law governing conflict of laws, and to all present and future valid laws with respect to the subject matter, including present and future orders, rules and regulations of duly constituted authorities.

4. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Notices to either party shall be in writing and shall be considered as duly delivered when mailed to the other party at the following address:

(a) If to Seller:
Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251
Attention: Manager – Customer Services

(b) If to Buyer:
Philadelphia Gas Works
800 West Montgomery Avenue
Philadelphia, Pennsylvania 19122
Attention: Vice President – Rates and Federal Regulatory Affairs

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party by certified or registered mail.

6. It is understood and agreed that any payments required to be made by the Philadelphia Facilities Management Corporation and/or the Philadelphia Gas Works as a result of or arising out of its entering into this Service Agreement shall be made solely from the revenues of the Philadelphia Gas Works.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE LINE
COMPANY, LLC
(Seller)

By _____

Print Name _____

Title _____

PHILADELPHIA GAS WORKS by Philadelphia
Facilities Management Corporation
(Buyer)

By _____

Print Name _____

Title _____

Exhibit A

<u>Point(s) of Receipt</u>	<u>Maximum Daily Capacity Entitlement at each Receipt Point (DT/day)*</u>
1. Suction Side of Seller's Compressor Station 30 at the Existing Point of Interconnection between Seller's Central Texas Lateral and Seller's Mainline at Wharton County, Texas. (Station 30 – TP#7133)	334
2. Discharge Side of Seller's Compressor Station 45 at the Existing Point of Interconnection between Seller's Southwest Louisiana Lateral and Seller's Mainline Beauregard Parish, Louisiana. (Station 45 TP#7101)	826
3. Suction Side of Seller's Compressor Station 50 at the Existing Point of Interconnection Between Seller's Central Louisiana Lateral and Seller's Mainline Evangeline Parish, Louisiana. (Station 50 TP#6948)	1,200
4. Discharge Side of Seller's Compressor Station 54 at Seller's Washington Storage Field, St. Landry Parish, Louisiana (Station 54 TP#6768)	1,967
5. Suction Side of Seller's Compressor Station 62 on Seller's Southeast Louisiana Lateral in Terrebonne Parish, Louisiana. (Station 62 TP#7141)	767
6. Suction Side of Seller's Compressor Station 65 at Existing Point of Interconnection between Seller's Southeast Louisiana Lateral and Seller's Mainline St. Helena Parish, Louisiana. (Station 65 TP#6685)	1,967

* These quantities do not include the additional quantities of gas retained by Seller for applicable compressor fuel and line loss make-up provided for in Article V, 2 of this service agreement, which are subject to change as provided for in Article V, 2 hereof.

Exhibit B

<u>Point(s) of Delivery</u>	<u>Maximum Daily Capacity Entitlement at each Delivery Point(Dt/Day)</u>	<u>Pressure</u>
1. Station 54	1,967	Not Applicable.
2. Seller's Eminence Storage Field, Covington County, Mississippi	1,967	Prevailing pressure in Seller's pipeline system not to exceed maximum allowable operating pressure.
3. Ashmead Road Meter Station, located on Seller's Oreland Line at mile post 13.44 in Cheltenham Township, Montgomery County, Pennsylvania, near the city limits line of the City of Philadelphia, Pennsylvania.	1,967	Not less than one hundred (100) pounds per square inch gauge or at such other pressures as may be agreed upon in the day to day operation of Seller and Buyer.
4. Whitman Meter Station, located in the City of Philadelphia, Pennsylvania, on Delaware Avenue approximately 550 feet south of the intersection of Delaware Avenue and Packer Avenue where the facilities of Seller connect with those of Buyer.	1,967	Not less than one hundred (100) pounds per square inch gauge or at such other pressures as may be agreed upon in the day to day operation of Seller and Buyer.

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|----|---|-------|--|
| 5. | Richmond Meter Station, located adjacent to Seller's Trenton-Woodbury line at mile post 36.83 and near the intersection of Lewis and Delaware Avenue, Philadelphia County, Philadelphia, Pennsylvania. | 1,967 | Not less than one hundred (100) pounds per square inch gauge or at such other pressures as may be agreed upon in the day to day operation of Seller and Buyer. |
| 6. | Northeast Philadelphia Meter Station (Somerton), located near the westerly terminus of Brookside Drive and approximately 1200 feet northeasterly from County Line Road in Lower Southampton Township, Bucks County, Pennsylvania. | 1,967 | Not less than one hundred (100) pounds per square inch gauge or at such other pressures as may be agreed upon in the day to day operation of Seller and Buyer. |
| 7. | Oreland Meter Station, located on Seller's Oreland Line at mile post 6.09 in Springfield Township, Montgomery County, Pennsylvania. | 1,967 | Not less than one hundred (100) pounds per square inch gauge or at such other pressures as may be agreed upon in the day to day operation of Seller and Buyer. |

Exhibit C

Specification of Negotiated Rate and Term

None.

City of Philadelphia

BILL NO. 180520 continued

Certified Copy

City of Philadelphia

BILL NO. 180520 continued

Certified Copy

CERTIFICATION: This is a true and correct copy of the original Bill, Passed by the City Council on June 14, 2018. The Bill was Signed by the Mayor on June 21, 2018.



Michael A. Decker
Chief Clerk of the City Council