

Paiute Pipeline Company
FERC Gas Tariff
Fourth Revised Volume No. 1-A

Sheet No. 276
Version 1.0.0

PAIUTE PIPELINE COMPANY

FERC NGA Gas Tariff

Paiute Pipeline Company's Fourth Revised Volume No. 1-A

Effective April 1, 2020

F51: Non-Conforming Service Agreement with
Southwest Gas Corporation - Northern California

Option Code: A

Issued On:

Effective On: April 1, 2020

RESTATEMENT OF AGREEMENT NO. F51

TRANSPORTATION SERVICE AGREEMENT

This is an AGREEMENT made and entered into as of the 14th day of August 2020 ("Execution Date"), by and between PAIUTE PIPELINE COMPANY, a Nevada corporation, herein called "Paiute," and SOUTHWEST GAS CORPORATION ("SOUTHWEST GAS CORPORATION-NORTHERN CALIFORNIA"), a California corporation, herein called "Shipper".

WHEREAS, Paiute and Shipper are parties to that certain Transportation Service Agreement dated April 7, 2015, designated as Agreement No. F51 hereinafter together referred to as "Agreement No. F51");

WHEREAS, Paiute and Shipper are parties to that certain Storage Service Agreement dated May 1, 2010, designated as Agreement No. S9 for storage service at Paiute's liquefied natural gas storage facility (hereinafter referred to as the "LNG Plant");

WHEREAS, Paiute and Shipper are parties to that certain Storage Service Agreement with an effective date of April 1, 2020, designated as Restatement of Agreement No. S9 (hereinafter referred to as "Restated Agreement No. S9");

WHEREAS, Shipper desires to receive firm transportation service from Paiute of the quantities of Shipper's natural gas that are withdrawn for Shipper's account from the LNG Plant;

WHEREAS, Paiute and Shipper are parties to that certain Transportation Service Agreement with an effective date of September 1, 2019, designated as Restatement of Agreement No. F50 (hereinafter referred to as "Restated Agreement No. F50");

WHEREAS, Paiute and Shipper desire to delete all the prior agreements listed in Article VII - Cancellation of Prior Agreement(s), and insert "NONE";

WHEREAS, Paiute and Shipper desire to use the currently effective Form of Service Agreement, except for the Exhibit A, and restate Agreement No. F51; the Parties acknowledge that certain fill-in-the-blank information and other information in the Exhibit A will render the restated agreement non-conforming;

WHEREAS, the Exhibit A in the Restated Agreement No. F51 incorporates by reference the information in Exhibit A of Agreement No. F50 for Primary Delivery Locations/Scheduling Rights by Delivery Location and for Delivery Points, and includes a footnote;

WHEREAS, Paiute and Shipper desire to amend Agreement No. F51 to extend the primary term end date to March 31, 2025 with a primary term of at least five years as measured from April 1, 2020 in accordance with Article IV of the Offer of Settlement approved by the Federal Energy Regulatory Commission in a letter order dated July 6, 2020 (*Paiute Pipeline Co.*, Docket No. RP19-1291-005, 17 FERC ¶ 61,014 (2020)) to qualify for the Category 2 Base Tariff Rate as set forth on the Statement of Rates; and

WHEREAS, it is the intention of Paiute and Shipper that this Agreement may be executed in multiple counterparts and by electronic means, together which shall constitute one instrument; and that the electronic signatures of the respective party, whether digital or encrypted, are intended to authenticate the Agreement and are to be given the same force and effect as manual signatures.

To Shipper: Southwest Gas Corporation
Attention: Gas Supply Department
P.O. Box 98510
Las Vegas, Nevada 89193-8510

Either party may change its mailing or email address at any time upon written notice to the other.

ARTICLE VI - REGULATORY AUTHORIZATION

The transportation service to be rendered hereunder shall be provided by Paiute in accordance with Subpart G of Part 284 of the Federal Energy Regulatory Commission's Regulations.

ARTICLE VII - CANCELLATION OF PRIOR AGREEMENT(S)

When this Agreement becomes effective, it supersedes, cancels and terminates the following agreement(s), including any related amendment(s) and exhibit(s):

NONE

ARTICLE VIII - GOVERNING LAW

Paiute and Shipper expressly agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this Agreement, without regard to the conflict of laws rules of such state. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

ARTICLE IX - SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No assignment or transfer by either party hereunder shall be made without written approval of the other party. Such approval shall not be unreasonably withheld. As between the parties hereto, such assignment shall become effective on the first (1st) day of the month following written notice that such assignment has been effectuated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above set forth as the Execution Date, shall become effective on April 1, 2020.

SOUTHWEST GAS CORPORATION

PAIUTE PIPELINE COMPANY

Signature: 
Randy Gabe [Apr 14, 2020 16:56 PDT]

JRO
JRO

Signature: 

Name: Randy Gabe

Name: Mark A. Litwin

Title: Vice President/Gas Resources

Title: VP/General Manager

EXHIBIT A
to the
FT-1 Transportation Service Agreement
Execution Date August 14, 2020, Effective
April 1, 2020

Between Paiute Pipeline Company
and
Southwest Gas Corporation

Primary Term Begin Date: May 1, 2015

Primary Term End Date: March 31, 2025

Evergreen Provision Rollover Periods: One year beginning after the end of the primary term or any rollover period and year-to-year thereafter.

Evergreen Provision Termination Notice Period: One year prior to the end of the primary term or any rollover period.

Daily Reserved Capacity: 11,400 Dth
Summer Daily Reserved Capacity: 0 Dth

Receipt Point(s)	Period	Maximum Daily Quantities (Dth)
Primary Receipt Points/Scheduling Rights:		
LNG Plant	Winter	<u>11,400</u>
LNG Plant	Summer	<u>0</u>

Primary Delivery Locations/Scheduling Rights by Delivery Location (DL)

	Winter (Dth/d)	Summer (Dth/d)
DL 1--South Tahoe	<u>See TSA F50</u>	<u>0</u>
DL 3--North Tahoe	<u>See TSA F50</u>	<u>0</u>
DL 6--Reno	<u>See TSA F50</u>	<u>0</u>

Delivery Point(s)

<u>Delivery Point(s) by DL</u>	<u>Delivery Pressure (Maximum Psig, unless otherwise indicated)</u>	<u>Assumed Atmospheric Pressure (Psia)</u>	<u>Delivery Point Maximum Daily Quantities (Dth)</u>
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DL 1

See Transportation Service Agreement No. F50

DL 2

See Transportation Service Agreement No. F50

DL 6

See Transportation Service Agreement No. F50

Delivery of natural gas by Paiute to Shipper shall be at or near the points whose locations, Delivery Pressures, Assumed Atmospheric Pressures, and Maximum Daily Quantities are described on Exhibit A, attached to Restated Transportation Service Agreement (Agreement) No. F50 between Paiute Pipeline Company and Southwest Gas Corporation, as such agreement may be amended. The Maximum Daily Quantity set forth on the Exhibit A of Agreement No. F50 for each Delivery Point shall represent the Maximum Daily Quantity that Shipper is entitled to have delivered in total to each such point under this Agreement and Agreement No. F50. Such quantities are further subject to any footnoted limitations set forth on Exhibit A of Agreement No. F50.

Lateral Capacity Limitations:

Notwithstanding the maximum daily quantities set forth for each of the foregoing Delivery Points, Paiute shall not be obligated to transport for redelivery, and Shipper shall not be entitled hereunder to receive, on any day, for those Delivery Points served by the N/A Lateral ([Describe]), an aggregate quantity of gas under this Agreement [if applicable: and Agreement No. (or Nos.)] exceeding N/A Dth.

Hourly Limitations:

Notwithstanding the maximum daily quantity set forth for the N/A Delivery Point, Paiute shall not be obligated to transport for redelivery at such Delivery Point, and Shipper shall not be entitled hereunder to receive at such Delivery Point, during any hour of the day, a quantity of gas that exceeds N/A Dth.