Great Basin Gas Transmission Company FERC Gas Tariff Original Volume No. 1 Sheet No. 243 Version 0.0.0

F29: Non-Conforming Service Agreement with Sierra Pacific Power Company

Issued On: September 14, 2021

Effective On: October 1, 2021

#### TRANSPORTATION SERVICE AGREEMENT

This is an AGREEMENT made and entered into as of the <u>31st</u> day of <u>August 2020</u> ("Execution Date"), by and between PAIUTE PIPELINE COMPANY, a Nevada corporation, herein called "Paiute," and <u>SIERRA PACIFIC POWER</u> COMPANY d/b/a NV ENERGY INC., a Nevada corporation, herein called "Shipper".

WHEREAS, Paiute and Shipper are parties to that certain Transportation Service Agreement dated April 1, 2002, designated as Agreement No. F29, as amended by Agreement No. F29-A dated October 15, 2004, designated as Agreement No. F29-A, as further amended by Agreement No. F29-B dated October 26, 2011, designated as Agreement No. F29-B, and as further amended by Agreement No. F29-C dated April 7, 2015, designated as Agreement No. F29-C (hereinafter together referred to as "Agreement No. F29");

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

WHEREAS, Paiute and Shipper desire to change the names of the Delivery Points listed in Exhibit A to the pro-forma Agreement No. F29 from "Sierra Pacific City Gate No. 1" Delivery Point to "Reno City Gate No. 1", "Sierra Pacific City Gate No. 2" Delivery Point to "Reno City Gate No. 2", "Sierra Pacific City Gate No. 3" Delivery Point to "Reno City Gate No. 3", "Sierra Pacific City Gate No. 4" Delivery Point to "Reno City Gate No. 4", and "Sierra Pacific City Gate No. 5" Delivery Point to "Reno City Gate No. 5";

WHEREAS, Paiute and the Shipper desire to modify the footnote designated as "\*" on the Exhibit A changing all references in the footnote of "delivery points" to "Delivery Locations and Delivery Points";

WHEREAS, Paiute and Shipper desire to change the location of the Tracy Power Plant Delivery Point listed in Exhibit A to the pro-forma Agreement No. F29 from "Washoe County" to "Storey County";

WHEREAS, Paiute and Shipper desire to use the currently effective Form of Service Agreement, except for the Exhibit A, and restate Agreement No. F29; Paiute and the Shipper acknowledge that footnotes in the Exhibit A will render the restated agreement non-conforming;

WHEREAS, Paiute and Shipper desire to amend Agreement No. F29 to extend the primary term end date to November 30, 2024 with a primary term of at least five years as measured from December 1, 2019 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, 172 FERC  $\P$  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 Amendment 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 Amendment and are to be given the same force and effect as manual signatures.

THEREFORE, in consideration of the mutual covenants and agreements as herein set forth, Paiute and Shipper agree as follows:

#### ARTICLE I - GAS TO BE TRANSPORTED

Subject to the terms, conditions and limitations hereof, Paiute agrees to receive Shipper's gas at the Receipt Point(s) specified herein up to the applicable Reserved Capacity set forth on Exhibit A attached hereto.

Paiute agrees to transport and deliver the thermally equivalent quantity of Shipper's gas, less Gas Used by Paiute, at the Delivery Location(s) and Delivery Point(s) specified on Exhibit A. Paiute shall not be obligated to receive and/or transport quantities of gas in excess of the applicable Reserved Capacity.

# ARTICLE II - RECEIPT POINTS, DELIVERY POINTS, PRESSURES AND QUANTITIES

Receipt of gas by Paiute from Shipper shall be at the Receipt Points whose names and Maximum Daily Quantities for the applicable period are as set forth on Exhibit A.

Delivery of gas by Paiute to Shipper shall be at the Delivery Points whose names, locations, Delivery Locations, Delivery Pressures, Assumed Atmospheric Pressures, and Maximum Daily Quantities are set forth on Exhibit A.

# ARTICLE III - APPLICABLE TRANSPORTATION RATES AND RATE SCHEDULE

Shipper agrees to pay Paiute for all natural gas transportation service rendered under the terms of this Agreement in accordance with Paiute's Rate Schedule FT-1, as filed with the Federal Energy Regulatory Commission, and as amended or superseded from time to time. This Agreement shall be subject to the provisions of such rate schedule and the General Terms and Conditions applicable thereto on file with the Federal Energy Regulatory Commission and effective from time to time, which by this reference are incorporated herein and made a part hereof.

#### ARTICLE IV - TERM OF AGREEMENT

The primary term begin date for the transportation service hereunder is set forth on Exhibit A. This Agreement shall remain in effect to and including the primary term end date set forth on Exhibit A and, if an evergreen provision (which shall be reflected on Exhibit A) applies, through the evergreen rollover periods thereafter until terminated by either party hereto through written notice so stating and given to the other in advance no less than the existing notice period which shall be reflected on Exhibit A.

#### ARTICLE V - NOTICES

Unless herein provided to the contrary, any notice called for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, by email, or by mail with all postage and charges prepaid, to either Shipper or Paiute at the place designated. Routine communications shall be considered as duly delivered when sent by ordinary or electronic mail. Normal operating instructions can be made by telephone. Unless changed, the addresses of the parties are as follows:

To Paiute:

Paiute Pipeline Company P.O. Box 94197 Las Vegas, Nevada 89193-4197 Email: Paiute-Regulatory@swgas.com To Shipper:

Sierra Pacific Power Company P.O. Box 10100 Reno, Nevada 89520

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  $\underline{G}$  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 December 1, 2019.

SIERRA PACIFIC POWER COMPANY

Anita Hart

PAIUTE PIPELINE COMPANY

Signature: Quita Hart

Signature: Mark A. Lition

Name: Mark A. Litwin

Name:

Title: Director, Resource Planning & Analysis

Title: VP/General Manager

#### EXHIBIT A

#### to the

FT-1 Transportation Service Agreement August 31, 2020 Execution Date , Effective December 1, 2019

# Between Paiute Pipeline Company and Sierra Pacific Power Company

Primary Term Begin Date: April 1, 2002 Primary Term End Date: November 30, 2024 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: Summer Daily Reserved Capaci	<u>68,696</u> Dth ty: <u>61,044</u> Dth	
Receipt Point(s)	Period	Maximum Daily Quantities (Dth)
Primary Receipt Points/Schedu	uling Rights:	
Owyhee	Winter	68,696
Owyhee	Summer	61,044

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

	Winter (Dth/d)	Summer (Dth/d)
DL 5-Upper Carson DL 6Reno <b>Delivery Point(s)</b>	54,826* 68,696*	54,826* 61,044*

Delivery Point(s) by DL	Delivery Pressure (Maximum Psig, unles: _otherwise indicated		Delivery Point Maximum Daily Quantities (Dth)
DL5			
Fort Churchill <u>Power Plant</u> NW/4, Section 15 Tl5N, R25E Lyon County, Neva	da 80	12.58	54,826*
DL6			
Tracy Power Plant NE/4, Section 33 T20N, R22E			
Storey County, Ne	vada **	12.58	53,982*

Reno City Gate #1 NW/4, Section 36 T20N, R19E Washoe County, Nevada	200	12.41	50,533*
Reno City Gate#2 SW/4, Section 27 T20N, R20E Washoe County, Nevada	90	12.58	32,000*
Reno City Gate #3 SW/4, Section 30 T20N, R20E Washoe County, Nevada	90	12.41	6,000*
Reno City Gate #4 NE/4, Section 33 T20N, R22E Storey County, Nevada	22	12.58	20*
Reno City Gate #5 SW/4, Section 28 T20N, R20E Washoe County, Nevada	90	12.58	9,000*

- \* Notwithstanding the maximum daily quantities set forth for each of the foregoing Delivery Locations and Delivery Points, Paiute shall not be obligated to transport for redelivery, and Shipper shall not be entitled hereunder to receive: (1) on any day during the Winter Period, for all of such Delivery Locations and Delivery Points, an aggregate quantity of natural gas under both this Agreement and Agreement No. F32 together that exceeds 91,696 Dth, less Gas Used by Paiute, or (2) on any day during the Summer Period, for all of such Delivery Locations and Delivery Points, an aggregate quantity of natural gas that exceeds 61,044 Dth, less Gas Used by Paiute, or(3) on any day, for those delivery points served by the Reno Lateral (i.e., the Tracy Power Plant and the various city gate Delivery Locations and Delivery Points), an aggregate quantity of natural gas under both this Agreement and Agreement No. F32 together that exceeds 80,627 Dth.
- \*\* Paiute shall deliver natural gas to the Tracy Power Plant delivery point at the prevailing pressure existing from time to time in Paiute's Reno Lateral pipeline at the point of interconnection with the lateral line that serves the Tracy Power Plant. Under normal operating conditions, such pressure is expected to exceed 325 Psig.

#### 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 <u>Tracy Power Plant</u> 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 2,249 Dth.

Notwithstanding the maximum daily quantity set forth for the Fort Churchill Power Plant 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 2,284 Dth.