F36: Non-Conforming Service Agreement with Southwest Gas Corporation - Northern Nevada

Issued On: September 14, 2021 Effective On: October 1, 2021

1,000

TRANSPORTATION SERVICE AGREEMENT

This is an AGREEMENT made and entered into as of the 7th day of December, 2005, by and between PAIUTE PIPELINE COMPANY, a Nevada corporation, herein called "Paiute," and SOUTHWEST GAS CORPORATION - NORTHERN NEVADA, herein called "Shipper".

WITNESSETH:

WHEREAS, Paiute posted notice on its Internet web site that certain firm transportation capacity on Paiute's system was available to be sold by means of a competitive bidding process; and

WHEREAS, Shipper submitted a bid for the available capacity which Paiute has determined to accept.

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 from Shipper, or for Shipper's account, at the Receipt Point(s) specified herein, up to the following quantities of natural gas, as applicable, which shall constitute Shipper's Reserved Capacities:

Daily Reserved Capacity: 1,000 Dth
Summer Daily Reserved Capacity: 1,000 Dth

Owyhee

Paiute agrees to transport and deliver the equivalent quantity less Gas Used by Paiute to Shipper or for the account of Shipper at the Delivery Point(s) specified herein. Paiute shall not be obligated to receive and/or transport quantities of gas in excess of the applicable Reserved Capacities.

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

Receipt of natural gas by Paiute from Shipper shall be at or near the points whose names and Maximum Daily Quantities for the applicable period are as follows:

Receipt Point(s)

Period

Maximum Daily

Quantities (Dth)

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 hereto.

Winter and Summer

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accordance with Paiute's Rate Schedule FT-1, as filed with the Federal Energy Regulatory Commission, and as amended or superseded from time to time.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

This Agreement shall become effective on December 7, 2005, and shall continue in effect for a period extending for a primary term to and including April 30, 2031, and from year to year thereafter, subject however, to termination at expiration of the said primary term or upon any anniversary thereafter by either party hereto through written notice so stating and given to the other no less than twelve (12) months in advance.

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, or by mail or facsimile with all postage and charges prepaid, to either Shipper or Paiute at the place designated. Routine communications shall be considered as duly delivered when mailed by ordinary mail. Normal operating instructions can be made by telephone. Unless changed, the addresses of the parties are as follows:

Paiute Pipeline Company P.O. Box 94197 Las Vegas, Nevada 89193-4197

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

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

ARTICLE VI - OTHER OPERATING PROVISIONS

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

ARTICLE VII - ADJUSTMENTS TO GENERAL TERMS AND CONDITIONS

Certain of the General Terms and Conditions applicable to Paiute's transportation rate schedule are to be adjusted for the purpose of this Agreement, as specified below:

NONE

ARTICLE VIII - CANCELLATION OF PRIOR AGREEMENT(S)

When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s):

NONE

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.

PAIUTE PIPELINE COMPANY "Paiute"

Title: Vice President/General Marrager

SOUTHWEST GAS CORPORATION -NORTHERN NEVADA "Shipper"

EXHIBIT A

to the

Transportation Service Agreement Dated December 7, 2005

Between Paiute Pipeline Company

and

Southwest Gas Corporation - Northern Nevada

	Assumed				
	Delivery	Pressure	Atmospheric	Maximum	
	(Not	More	Pressure	Daily Quantities	
Delivery Point(s)	Than	Psig)	(Psia)	(Dth)	
Tracy Power Plant NE/4, Section 33 T20N, R22E					
Washoe County, Nevada	,	*	12.58	1,000	

^{*} 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.

LETTER AGREEMENT

May 23, 2018

John Olenick Director/Gas Supply Southwest Gas Corporation 5241 Spring Mountain Road Las Vegas, Nevada 89150

Dear Mr. Olenick:

Re: Revision to Exhibit A of Transportation Service Agreement No. F36

Exhibit A of Southwest Gas Corporation's (Southwest) Transportation Service Agreement (TSA) No. F36 with Paiute Pipeline Company (Paiute) incorrectly identifies the delivery point location for the Tracey Power Plant as Washoe County, Nevada. The correct location for the delivery point is in Storey County, Nevada. The remainder of information identifying the location in the existing Exhibit A is correct.

Therefore, it is necessary for the Exhibit A in TSA No. F36 to be updated to reflect the correct location of Storey County, Nevada. The revised Exhibit A to TSA No. F36, which now reflects the correct location, is attached. The revised Exhibit A will replace and supersede the existing Exhibit A.

Please have an authorized representative of Southwest sign both originals of this Letter Agreement in the space provided below and return both copies to Paiute for its execution. Paiute will return one fully executed letter agreement to Southwest for its records.

The signature page for this letter agreement is on the following page.

Very truly yours,

PAIUTE PIPELINE COMPANY

Mark A. Litwin Vice President/General Manager John Olenick Director/Gas Supply Southwest Gas Corporation May 23, 2018 Page Two

Acknowledged and agreed to this						
, day of, 2018						
PAIUTE PIPELINE COMPANY						
Signature						
Name Mark A. Litwin						
TitleVice President / General Manager						
SOUTHWEST GAS CORPORATION						
Signature						
Name						
Title						

EXHIBIT A

to the

Transportation Service Agreement Dated May 23, 2018

Between Paiute Pipeline Company

and

Southwest Gas Corporation - Northern Nevada

Delivery Point(s)	Delivery Pr (Not Mo Than Ps	ore	Assumed Atmospheric Pressure(Psia)	Maximum Daily Quantities (Dth)
Tracy Power Plant NE/4, Section 33 T20N, R22E Storey County, Nevada	*		12.58	1,000

^{*} 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.