

June 9, 2021

Ms. Kimberly D. Bose  
Secretary  
Federal Energy Regulatory Commission  
888 First Street, N.E.  
Washington, D.C. 20426

Re: Enable Mississippi River Transmission, LLC  
Docket No. RP21-893-000  
Negotiated Rate Agreement Filing

Dear Ms. Bose:

**I. Introduction.**

Pursuant to Section 4 of the Natural Gas Act<sup>1</sup> and Part 154 of the Regulations of the Federal Energy Regulatory Commission (“Commission” or “FERC”),<sup>2</sup> Enable Mississippi River Transmission, LLC (“MRT”) hereby submits for filing as part of its FERC Gas Tariff, Second Revised Volume Negotiated Rates and Non-Conforming Agreements (“NRNCA”) the following tariff record, to be effective June 9, 2021:

**Section 2.61, City of Red Bud TSA No. 460 (RS SCT), Version 1.0.0**

**II. Statement of the Nature, the Reasons, and the Basis for the Proposed Changes.**

This filing complies with the requirements of the Commission’s orders on Natural Gas Pipeline Negotiated Rate Policies and Practices,<sup>3</sup> and with Section 19.2 of the General Terms and Conditions (“GT&C”) of MRT’s FERC Gas Tariff, Sixth Revised Volume No. 1 (“Tariff”) which allow MRT and its Customers to negotiate rates as provided for in the Commission’s Policy Statement. MRT submits for filing herein an amended and restated negotiated rate agreement under Rate Schedule SCT.

The agreement submitted herewith has been amended effective June 9, 2021 to remove a Receipt Point identified as DCP EastTrans near Carthage, Texas (“DCP EastTrans”). The receipt capacity under the agreement formerly reserved at DCP EastTrans is being allocated to MRT’s Receipt Point identified as Waskom-EGT.

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<sup>1</sup> 15 U.S.C. § 717c (2018).

<sup>2</sup> 18 C.F.R. §154.

<sup>3</sup> *Natural Gas Pipeline Negotiated Rate Policies and Practices*, 104 FERC ¶61,134 (2003), as modified on rehearing and clarification, 114 FERC ¶61,042 (2006) (“Policy Statement”).

MRT is submitting an entire copy of the amended negotiated rate agreement as provided in Section 19.2 of the GT&C of the Tariff for Commission review and inclusion as a tariff record. A clean version of the agreement is provided in Appendix A. Pursuant to Section 154.201(a) of the Commission's regulations, MRT is attaching, as Appendix B, a marked version of the revised tariff record showing changes from the previously effective version.

MRT hereby confirms that the agreement submitted herein does not deviate in any material aspect from the applicable Rate Schedule SCT Form of Service Agreement in the Tariff. MRT requests that the Commission grant MRT any waivers of the Commission's regulations (including the 30-day notice period prescribed in 18 C.F.R. § 154.207) which are necessary to place the tariff records filed herewith into effect June 9, 2021. Additionally, MRT requests all such further relief and waivers as may be appropriate to permit the parties to implement the transaction as contemplated.

### **III. Components of the Filing.**

Pursuant to Order No. 714<sup>4</sup> and in accordance with Section 154.7(a)(1) of the Commission's Regulations, MRT submits herewith an eTariff XML filing package containing this transmittal letter and all components of the filing, filed as a zip (compressed) file, as listed below:

Appendix A – Clean version of the tariff record referenced above; and

Appendix B – Marked version of the tariff record referenced above.

### **IV. Communications.**

MRT requests that all correspondence and communications concerning this filing be sent to each of the following persons and that each be included on the Commission's official service list for this filing:

Lisa Yoho  
Senior Director, Regulatory & FERC Compliance  
Enable Mississippi River Transmission, LLC  
910 Louisiana St.  
Houston, TX 77002  
(346) 701-2539  
[lisa.yoho@enablemidstream.com](mailto:lisa.yoho@enablemidstream.com)

Jonathan F. Christian  
Associate General Counsel  
Enable Mississippi River Transmission, LLC  
910 Louisiana St.  
Houston, TX 77002  
(346) 701-2146  
[jonathan.christian@enablemidstream.com](mailto:jonathan.christian@enablemidstream.com)

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<sup>4</sup> Electronic Tariff Filings, FERC Stats & Regs ¶31,276 (2008).

**V. Subscription, Posting and Certification of Service.**

In accordance with Sections 385.2005 and 385.2011(c)(5) of the regulations,<sup>5</sup> the undersigned states that she has read this filing and knows its contents and to her best knowledge and belief, the statements and information contained in the tariff record attached hereto are true and the electronic media accompanying this filing contains the same information as that available for public inspection.

Pursuant to Sections 154.2(d), 154.7(b) and 154.208(b) of the Commission's regulations, a copy of this tariff filing is being sent by electronic mail to each of MRT's customers and interested State Commissions. This tariff filing is also available for public inspection during regular business hours in a convenient form and place at MRT's offices at 910 Louisiana Street, Houston, Texas 77002, and on its website at <http://pipelines.enablemidstream.com>.

If there are any questions concerning this filing, please contact the undersigned at (346) 701-2539.

Respectfully submitted,

Enable Mississippi River Transmission, LLC

/s/ Lisa Yoho

Lisa Yoho

Sr. Director, Regulatory & FERC Compliance

Enclosures

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<sup>5</sup> 18 C.F.R. §§ 385.2005, 385.2011(c) (5).

## **APPENDIX A**

Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Second Revised Volume Negotiated Rates and Non-Conforming Agreements

**Section 2.61, Version 1.0.0**

Effective June 9, 2021

City or Red Bud TSA No. 460 (RS SCT)

Option Code "A"

AMENDED AND RESTATED  
TRANSPORTATION SERVICE AGREEMENT  
FOR RATE SCHEDULE SCT

This TRANSPORTATION SERVICE AGREEMENT, hereinafter referred to as "Agreement," is made and entered into by and between Enable Mississippi River Transmission, LLC, a Delaware limited liability company, hereinafter called "MRT," and City of Red Bud, Illinois, a municipal corporation, hereinafter called "Customer."

In consideration of the mutual covenants herein contained, the parties hereto agree that MRT shall transport for Customer, on a firm basis, and Customer shall furnish, or cause to be furnished, to MRT natural gas for such transportation during the term hereof, at the rates and on the terms and conditions hereinafter provided.

1) TERM

Effective Date: Originally November 1, 1993, as amended and restated June 9, 2021, subject to FERC approval

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of June 9, 2021 and shall continue for a primary term ending July 31, 2024; provided, however, that this Agreement shall continue to be in effect from year to year thereafter unless and until terminated by either MRT or Customer by written notice, or electronically via the Internet, as permitted or required by MRT, to the other delivered at least twelve (12) months prior to the contract term end date.

2) QUANTITIES

Maximum Daily Quantity (MDQ): 1,520 Dth/D

Rate Zone Capacities: See Exhibit A

3) RECEIPT AND DELIVERY POINTS

See Exhibit A

4) RATE

Service hereunder shall be provided pursuant to Rate Schedule SCT. Customer shall pay, or cause to be paid, to MRT each month for all services provided hereunder the maximum applicable rate and any other charges specified in MRT's FERC Gas Tariff, as on file and in effect from time to time ("Tariff"), for services rendered hereunder, unless otherwise agreed (either in writing or electronically via the Internet as required by MRT) by MRT and Customer in an Exhibit B, or other format provided for in MRT's Tariff, in effect during the term of this Agreement, or in a capacity release award.

5) ADDRESSES

City of Red Bud, Illinois  
Mayor Tim Lowry  
200 East Market Street  
Red Bud, IL 62278  
Telephone: 618.282.2315  
Fax: 618.282.4344  
Email: mayor@cityofredbud.org

MRT's wire transfer information and addresses for notices and payments shall be located on MRT's internet web site.

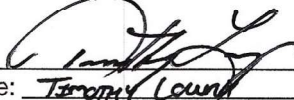
AMENDED AND RESTATED  
TRANSPORTATION SERVICE AGREEMENT  
FOR RATE SCHEDULE SCT  
(continued)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date shown below.

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

CITY OF RED BUD, ILLINOIS

By: Michael C. Stoll  
Michael C. Stoll (Jun 8, 2021 19:57 EDT)  
 Name: Michael C. Stoll  
 Title: Sr. Director, Commercial – T&S  
 Date: Jun 8, 2021

By:   
 Name: Timothy Lounsbury  
 Title: Mayor  
 Date: 6-8-2021



AMENDED AND RESTATED  
TRANSPORTATION SERVICE AGREEMENT  
FOR RATE SCHEDULE SCT

GENERAL TERMS AND CONDITIONS

- 1) Upon termination hereof for whatever reason, Customer agrees to stop delivering gas to MRT for transportation hereunder. In addition, upon termination of this Agreement, Customer agrees that it will thereafter make no further demand for service hereunder and MRT agrees that it will make no further demand for the continuation of services or any payment related thereto, other than payments which are due with respect to any services previously provided. Customer agrees to cooperate with and assist MRT in obtaining whatever regulatory approvals and authorizations, if any, are necessary or appropriate in view of such termination and abandonment of service hereunder.
- 2) Termination of this Agreement shall not relieve either party of any obligation that might otherwise exist to correct any volume imbalance hereunder nor relieve Customer of its obligation to pay any monies due hereunder to MRT.
- 3) In accordance with the terms and conditions of Section 17 of the General Terms and Conditions ("GT&C") of MRT's Tariff, if Customer fails to pay within thirty (30) days after payment is due all of the amount of any bill for service rendered by MRT hereunder, MRT, upon ten (10) days' prior written notice to Customer, may suspend further receipt and/or delivery of gas until such past due amount is paid, or satisfactory credit arrangements have been made in accordance with Section 5 of the GT&C. If Customer fails to pay or make satisfactory credit arrangements within such ten (10) day notice period, MRT, in addition to any other remedy it may have hereunder, may, upon thirty (30) days' written notice to Customer, terminate this Agreement and cease further receipt and/or delivery of gas on behalf of Customer.
- 4) Service hereunder shall be provided pursuant to Rate Schedule SCT of MRT's Tariff. Customer will provide Fuel Use and LUFG.
- 5) This Agreement shall be subject to the provisions of the applicable rate schedule as well as the GT&C, and such provisions are incorporated herein by this reference. Any curtailment of transportation service hereunder shall be in accordance with the priorities set out in MRT's GT&C. To the extent not inconsistent with effective law, MRT shall have the right to determine the priority and/or scheduling of the transportation service under this Agreement and to revise the priority and/or scheduling of this transportation service from time to time.
- 6) MRT shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, as set forth in the applicable rate schedule and in the GT&C, in accordance with the Natural Gas Act or other applicable law. In the event that MRT places on file with the Commission another rate schedule which may be applicable to service rendered hereunder, then MRT, at its option, may, from and after the effective date of such rate schedule, utilize such rate schedule in the performance of this Agreement. Such rate schedule or superseding rate schedule(s) and any revisions thereof which shall be filed and become effective shall apply to and be a part of this Agreement. MRT shall have the right to propose, file and make effective with the Commission, or other body having jurisdiction, changes and revisions of any effective rate schedule(s) and/or GT&C, or to propose, file, and make effective superseding rate schedules and/or GT&C, for the purpose of changing the rates, charges, and other provisions thereof effective as to Customer.
- 7) Customer may deliver or cause to be delivered to MRT a maximum receipt point quantity at the Receipt Points described herein, and MRT shall redeliver thermally equivalent quantities at the Delivery Points described herein. Customer also may deliver or cause to be delivered to MRT additional quantities at the Receipt Points for applicable Fuel Use and LUFG retentions. A maximum delivery point quantity is also specified for each MRT delivery point. For firm service, except as provided in Section 5.4(c)(ii) of the General Terms and Conditions of MRT's Tariff, the sum of all individual maximum receipt point quantities shall not exceed the maximum receipt point quantities in the aggregate. For firm service, except as provided in Section 5.4(c)(ii) of the General Terms and Conditions of MRT's Tariff, the sum of all individual maximum delivery point quantities shall not exceed the maximum daily quantity set forth in this Agreement.
- 8) For firm service, Secondary Receipt and Secondary Delivery Points are available to Customer pursuant to the GT&C of MRT's Tariff. Customer agrees to pay any additional charges applicable to its utilization of a Secondary Receipt Point.



AMENDED AND RESTATED  
TRANSPORTATION SERVICE AGREEMENT  
FOR RATE SCHEDULE SCT

GENERAL TERMS AND CONDITIONS  
(continued)

- 9) Except as provided in this paragraph, this Agreement shall not be assigned by Customer in whole or in part without MRT's prior written or electronic consent, which consent shall not be unreasonably withheld. Customers under Rate Schedule SCT may release their capacity consistent with the terms and conditions of the applicable rate schedule and the GT&C of MRT's tariff. Additionally, Customer may request that MRT consent to Customer's assignment of this Agreement, in whole, to an entity affiliated with Customer. For firm contracts, MRT will only consent to assignment of the contract to a Customer's affiliate, subject to the assignee's satisfaction of the criteria in Section 5.4(k), GT&C, in the situation in which, after Customer obtains the contract, a corporate reorganization results in a transfer to an affiliate of the function for which the capacity was obtained. Any entity that succeeds by purchase, merger, consolidation or otherwise to the properties of Customer, substantially as an entirety, shall be entitled to the rights and shall be subject to the obligations of its predecessors in title under this Agreement. In addition to all other rights and remedies, MRT may terminate the Agreement immediately if it is assigned by Customer without MRT's consent, whether the assignment or contract be voluntary or by operation of law or otherwise. Subject to the above, the respective rights and obligations of the parties under the Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives.
- 10) Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as delivered when hand-delivered or when received by the other party if mailed by United States mail, postage prepaid, to the addresses specified herein (unless and until either party notifies the other, in writing, of a change in its address). Additionally, notices shall be considered as delivered, if received, when sent via facsimile or through other electronic means.
- 11) Each party shall notify the other in writing of the name, address, telephone number, facsimile number and e-mail address of the person or persons who shall have authority to act for such party in connection with this Agreement, and operating notices shall thereafter be served upon such person or persons.
- 12) This Agreement constitutes the entire agreement between the parties and no waiver, representation or agreement, oral or otherwise, shall affect the subject matter hereof unless and until such waiver, representation or agreement is reduced to writing or, if MRT permits or requires, otherwise memorialized via electronic means, and executed by authorized representatives of the parties. No waiver by either Customer or MRT of any one or more defaults by the other in performance of any of the provisions of the Agreement shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or of a different character.
- 13) For firm service, Exhibits A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) This Agreement amends and restates the Superseding Amended and Restated Agreement effective January 1, 2019 between the parties hereto.
- 15) Pursuant to Section 15.3, GT&C of MRT's Tariff, the parties agree that Customer shall have a Right of First Refusal ("ROFR"). If Customer chooses to exercise its ROFR, it shall do so by following the procedures applicable to the exercise of a ROFR provided for in MRT's Tariff.

AMENDED AND RESTATED  
TRANSPORTATION SERVICE AGREEMENT  
FOR RATE SCHEDULE SCT

## EXHIBIT A

## Primary Paths

From: Waskom – EGT Meter #808527  
Trunkline Gas Receipt Meter #12817

To: City of Red Bud Meter #90220

Line Capacities and Line Priorities applicable to services provided under this Agreement shall be determined pursuant to the provisions of MRT's Tariff (currently set forth at GT&C Section 8.2(b)), as subsequently amended and in effect from time to time.

## Line Capacity

West 172 Dth/D

On any given day, the customer is entitled to the greater of 172 Dth or .17% of available West Line capacity.

## Rate Zone Capacities

Field	930 Dth/D
Market	1,520 Dth/D

<u>Primary Receipt Point(s)</u>	<u>Maximum Quantity (Dth/D)*</u>	<u>Primary Delivery Point(s)</u>	<u>Maximum Quantity (Dth/D)*</u>
Trunkline Gas Receipt Meter #12817	397	City of Red Bud Meter #90220	1,520
Sligo Meter #90386	82		
Glendale – EGT FLD RCPT Meter #805547	150		
NGPL @ Shattuc/Clinton Meter #805588	39		
Storage Meter #805588	930		
Waskom – EGT Meter #808527	90		
Glendale – EGT MKT RCPT Meter #808654	154		
Gulf South Perryville Meter #808760	608		

\* On any day MRT shall not be obligated to receive or deliver a cumulative quantity in excess of the MDQ set forth in this Agreement.

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

By: Michael C. Stoll  
Michael C. Stoll (Jun 8, 2021 19:57 EDT)  
 Name: Michael C. Stoll  
 Title: Sr. Director, Commercial – T&S  
 Date: Jun 8, 2021

CITY OF RED BUD, ILLINOIS

By: [Signature]  
 Name: Thomas J. Coughlin  
 Title: Mayor  
 Date: 6-8-2021

EFFECTIVE JUNE 9, 2021 SUPERSEDES EXHIBIT A EFFECTIVE JANUARY 1, 2019



AMENDED AND RESTATED  
TRANSPORTATION SERVICE AGREEMENT  
FOR RATE SCHEDULE SCT

EXHIBIT B

Customer agrees to pay the rates specified on this Exhibit B for performance of certain gas transportation service under the Agreement(s) specified above. These rates are applicable only in accordance with the following:

**RATES AND APPLICABILITY:**

- (a) General: In consideration for Customer's continuing compliance with the provisions of the Agreement(s) specified above, the transportation rates and charges as defined below for the specified services provided under the Agreement only apply to receipts from, and subsequent deliveries to, the Points of Receipt and Delivery, quantities and/or time periods described herein and to reserved capacity necessary to effect such service. In addition to any rate or amount referred to herein (including discounted rates, Negotiated Rates, overrun rates and maximum tariff rates), except as specifically provided otherwise herein, Customer shall provide or pay and MRT shall retain or charge Fuel Use and LUFG allowances or charges in such quantities or amounts as authorized from time to time by MRT's Tariff and except as specifically provided otherwise herein, shall pay any applicable charges, penalties, surcharges, fees, taxes, settlements and/or direct billed amounts provided for in MRT's Tariff. In any event, the rate in any month shall never be below MRT's applicable minimum Tariff rate for a discount rate transaction. For a Negotiated Rate transaction, the rate in any month shall never be below MRT's applicable minimum tariff rate, unless MRT otherwise agrees. MRT shall not be responsible for the payment and satisfaction of any taxes assessed or levied on the receipt, transmission (and any activities in connection therewith), delivery, use and/or consumption with respect to gas delivered or received by Customer, unless MRT agrees otherwise.
- (b) Inability to Collect Negotiated Rates: If this Exhibit B covers a Negotiated Rate transaction, and MRT is unable to collect Negotiated Rates due to a change in Commission policy or rejection of the transaction by the Commission prior to or during the term of such transaction, then, unless the parties agree otherwise, Customer shall pay the maximum tariff rate for the services. In such event, MRT shall notify Customer in writing of the requirement to pay maximum tariff rates and, if the maximum tariff rates are greater than the Negotiated Rates under such transaction, Customer shall have no more than thirty (30) days from the date of such notification to give notice in writing of termination of the applicable Agreement, with such termination to be effective no later than the end of the month following the month in which such termination notice is received.
- (c) Points: The Receipt Point(s) and the Delivery Point(s) eligible for the rates specified herein shall be those specified on Exhibit A as in effect on the date hereof.
- (d) Description of Rate:      Negotiated Rate   X        Discounted Rate             (Check one)  
For the period beginning June 9, 2021 through December 31, 2021, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a Usage Charge of \$0.4337 per Dth for the Market Zone and \$0.1426 per Dth for the Field Zone.

For the period beginning January 1, 2022 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a Usage Charge of \$0.5027 per Dth for the Market Zone and \$0.1653 per Dth for the Field Zone.

Consistent with the foregoing, Customer shall also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.



AMENDED AND RESTATED  
TRANSPORTATION SERVICE AGREEMENT  
FOR RATE SCHEDULE SCT

EXHIBIT B  
(continued)

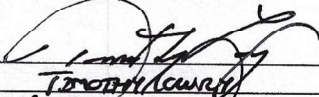
- (e) Term of Rate: Begin Date(s): June 9, 2021  
End Date(s): The end of the day on July 31, 2024
- (f) Authorized Overrun: Any authorized overrun quantities shall be at the applicable maximum Tariff rate.
- (g) Rate-Related Provisions:
- (i) Consideration for Rate Granted: MRT agrees to the rates specified in this Exhibit B in exchange for Customer's agreement to forego credits or other benefits to which Customer would otherwise be entitled under the Agreement, but only to the extent such credits or benefits would result in a greater economic benefit over the term of this Exhibit B than that represented by the agreed-upon rate. Accordingly, unless MRT otherwise agrees, Customer will not receive credits (with the exception of (1) penalty revenue credits provided pursuant to Section 34 of the GT&C of MRT's Tariff, and (2) capacity release credits) from rates, refunds or other revenues collected by MRT or Customer if to do so would effectively result in a lower rate or greater economic benefit to Customer; provided, however, that (I) for a Customer taking service under a discount or recourse rate agreement, the rate in any month shall never be above MRT's applicable maximum tariff rate, and (II) MRT and a Customer taking service under a Negotiated Rate agreement can agree pursuant to Section 14 of the GT&C of MRT's Tariff that MRT will retain some or all of the capacity release credits to the extent those credits exceed the amount of the Customer's invoiced demand component. If the parties' agreement to the foregoing is determined invalid or if Customer seeks to obtain credits or benefits inconsistent therewith, unless MRT otherwise agrees, MRT will have the right to immediately terminate or modify any provisions of this Exhibit B that would allow Customer to pay amounts less than the maximum applicable tariff rate.
- (ii) Regulatory Authority: This Exhibit B is subject to Section 30 of the GT&C of MRT's Tariff. MRT and Customer hereby acknowledge that this Exhibit B is subject to all valid and applicable federal and local laws and to the orders, rules and regulations of any constituted federal or local regulatory body or governmental authority having jurisdiction. Any provision of this Exhibit B which is determined by any court or regulatory body having jurisdiction to be invalid or unenforceable will be ineffective to the extent of such determination only, without invalidating, or otherwise affecting the validity of, the remaining provisions. Except as otherwise provided in subsection (b) above, unless the parties agree otherwise, if MRT reasonably determines that a federal or local law, or order, rule or regulation of any governmental authority having or asserting jurisdiction (1) requires performance by MRT that is inconsistent with the terms of this Exhibit B, or (2) conditions or prohibits the granting of selective discounts or other rates specified in paragraph (d) of this Exhibit B, then MRT and Customer shall promptly take all reasonable actions in good faith to enter into alternative arrangements that will secure to the maximum extent practicable for each party all of the lawful benefits of the transaction set out in this Agreement; provided however, that MRT shall not be required to enter into or continue arrangements that would result in a greater economic detriment to MRT than existed prior to the regulatory event or change.

Executed by a duly authorized representative of each party hereto, in the space provided below:

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

CITY OF RED BUD, ILLINOIS

By: Michael C. Stoll  
Michael C. Stoll (Jun 8, 2021 19:57 EDT)  
 Name: Michael C. Stoll  
 Title: Sr. Director, Commercial - T&S  
 Date: Jun 8, 2021

By:   
 Name: Michael C. Stoll  
 Title: Mareau  
 Date: 6-8-2021

EFFECTIVE JUNE 9, 2021. SUPERSEDES EXHIBIT B EFFECTIVE JANUARY 1, 2019

## **APPENDIX B**



Enable Mississippi River Transmission, LLC

FERC NGA GAS TARIFF

Second Revised Volume Negotiated Rates and Non-Conforming Agreements

**Section 2.61, Version ~~0~~1.0.0**

Effective ~~January 1, 2019~~ June 9, 2021

City or Red Bud TSA No. 460 (RS SCT)

Option Code "A"

AMENDED AND RESTATED  
TRANSPORTATION SERVICE AGREEMENT  
FOR RATE SCHEDULE SCT

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1) TERM

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Primary Term End Date: The end of the day on July 31, 2024

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This Agreement shall become effective as of ~~January 1, 2019~~ June 9, 2021 and shall continue for a primary term ending July 31, 2024; provided, however, that this Agreement shall continue to be in effect from year to year thereafter unless and until terminated by either MRT or Customer by written notice, or electronically via the Internet, as permitted or required by MRT, to the other delivered at least twelve (12) months prior to the contract term end date.

2) QUANTITIES

Maximum Daily Quantity (MDQ): 1,520 Dth/D

Rate Zone Capacities: See Exhibit A

3) RECEIPT AND DELIVERY POINTS

See Exhibit A

4) RATE

Service hereunder shall be provided pursuant to Rate Schedule SCT. Customer shall pay, or cause to be paid, to MRT each month for all services provided hereunder the maximum applicable rate and any other charges specified in MRT's FERC Gas Tariff, as on file and in effect from time to time ("Tariff"), for services rendered hereunder, unless otherwise agreed (either in writing or electronically via the Internet as required by MRT) by MRT and Customer in an Exhibit B, or other format provided for in MRT's Tariff, in effect during the term of this Agreement, or in a capacity release award.

5) ADDRESSES

City of Red Bud, Illinois  
Mayor Tim Lowry  
200 East Market Street  
Red Bud, IL 62278  
Telephone: 618.282.2315  
Fax: 618.282.4344  
Email: mayor@cityofredbud.org

MRT's wire transfer information and addresses for notices and payments shall be located on MRT's internet web site.

~~SUPERSEDING~~  
AMENDED AND RESTATED  
TRANSPORTATION SERVICE AGREEMENT  
FOR RATE SCHEDULE SCT  
(continued)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date shown below.

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

CITY OF RED BUD, ILLINOIS

By: _____	By: _____
Name: <del>Tina V. Faraca</del> <u>Michael C. Stoll</u>	Name: _____
Title: <del>Sr. Vice President and Chief</del> <u>Director, Commercial Officer - T&amp;S</u>	Title: _____
Date: _____	Date: _____

**SUPERSEDING**  
**AMENDED AND RESTATED**  
**TRANSPORTATION SERVICE AGREEMENT**  
**FOR RATE SCHEDULE SCT**

**GENERAL TERMS AND CONDITIONS**

- 1) Upon termination hereof for whatever reason, Customer agrees to stop delivering gas to MRT for transportation hereunder. In addition, upon termination of this Agreement, Customer agrees that it will thereafter make no further demand for service hereunder and MRT agrees that it will make no further demand for the continuation of services or any payment related thereto, other than payments which are due with respect to any services previously provided. Customer agrees to cooperate with and assist MRT in obtaining whatever regulatory approvals and authorizations, if any, are necessary or appropriate in view of such termination and abandonment of service hereunder.
- 2) Termination of this Agreement shall not relieve either party of any obligation that might otherwise exist to correct any volume imbalance hereunder nor relieve Customer of its obligation to pay any monies due hereunder to MRT.
- 3) In accordance with the terms and conditions of Section 17 of the General Terms and Conditions ("GT&C") of MRT's Tariff, if Customer fails to pay within thirty (30) days after payment is due all of the amount of any bill for service rendered by MRT hereunder, MRT, upon ten (10) days' prior written notice to Customer, may suspend further receipt and/or delivery of gas until such past due amount is paid, or satisfactory credit arrangements have been made in accordance with Section 5 of the GT&C. If Customer fails to pay or make satisfactory credit arrangements within such ten (10) day notice period, MRT, in addition to any other remedy it may have hereunder, may, upon thirty (30) days' written notice to Customer, terminate this Agreement and cease further receipt and/or delivery of gas on behalf of Customer.
- 4) Service hereunder shall be provided pursuant to Rate Schedule SCT of MRT's Tariff. Customer will provide Fuel Use and LUFG.
- 5) This Agreement shall be subject to the provisions of the applicable rate schedule as well as the GT&C, and such provisions are incorporated herein by this reference. Any curtailment of transportation service hereunder shall be in accordance with the priorities set out in MRT's GT&C. To the extent not inconsistent with effective law, MRT shall have the right to determine the priority and/or scheduling of the transportation service under this Agreement and to revise the priority and/or scheduling of this transportation service from time to time.
- 6) MRT shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, as set forth in the applicable rate schedule and in the GT&C, in accordance with the Natural Gas Act or other applicable law. In the event that MRT places on file with the Commission another rate schedule which may be applicable to service rendered hereunder, then MRT, at its option, may, from and after the effective date of such rate schedule, utilize such rate schedule in the performance of this Agreement. Such rate schedule or superseding rate schedule(s) and any revisions thereof which shall be filed and become effective shall apply to and be a part of this Agreement. MRT shall have the right to propose, file and make effective with the Commission, or other body having jurisdiction, changes and revisions of any effective rate schedule(s) and/or GT&C, or to propose, file, and make effective superseding rate schedules and/or GT&C, for the purpose of changing the rates, charges, and other provisions thereof effective as to Customer.
- 7) Customer may deliver or cause to be delivered to MRT a maximum receipt point quantity at the Receipt Points described herein, and MRT shall redeliver thermally equivalent quantities at the Delivery Points described herein. Customer also may deliver or cause to be delivered to MRT additional quantities at the Receipt Points for applicable Fuel Use and LUFG retentions. A maximum delivery point quantity is also specified for each MRT delivery point. For firm service, except as provided in Section 5.4(c)(ii) of the General Terms and Conditions of MRT's Tariff, the sum of all individual maximum receipt point quantities shall not exceed the maximum receipt point quantities in the aggregate. For firm service, except as provided in Section 5.4(c)(ii) of the General Terms and Conditions of MRT's Tariff, the sum of all individual maximum delivery point quantities shall not exceed the maximum daily quantity set forth in this Agreement.
- 8) For firm service, Secondary Receipt and Secondary Delivery Points are available to Customer pursuant to the GT&C of MRT's Tariff. Customer agrees to pay any additional charges applicable to its utilization of a Secondary Receipt Point.

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 AMENDED AND RESTATED  
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GENERAL TERMS AND CONDITIONS  
 (continued)

- 9) Except as provided in this paragraph, this Agreement shall not be assigned by Customer in whole or in part without MRT's prior written or electronic consent, which consent shall not be unreasonably withheld. Customers under Rate Schedule SCT may release their capacity consistent with the terms and conditions of the applicable rate schedule and the GT&C of MRT's tariff. Additionally, Customer may request that MRT consent to Customer's assignment of this Agreement, in whole, to an entity affiliated with Customer. For firm contracts, MRT will only consent to assignment of the contract to a Customer's affiliate, subject to the assignee's satisfaction of the criteria in Section 5.4(k), GT&C, in the situation in which, after Customer obtains the contract, a corporate reorganization results in a transfer to an affiliate of the function for which the capacity was obtained. Any entity that succeeds by purchase, merger, consolidation or otherwise to the properties of Customer, substantially as an entirety, shall be entitled to the rights and shall be subject to the obligations of its predecessors in title under this Agreement. In addition to all other rights and remedies, MRT may terminate the Agreement immediately if it is assigned by Customer without MRT's consent, whether the assignment or contract be voluntary or by operation of law or otherwise. Subject to the above, the respective rights and obligations of the parties under the Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives.
- 10) Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as delivered when hand-delivered or when received by the other party if mailed by United States mail, postage prepaid, to the addresses specified herein (unless and until either party notifies the other, in writing, of a change in its address). Additionally, notices shall be considered as delivered, if received, when sent via facsimile or through other electronic means.
- 11) Each party shall notify the other in writing of the name, address, telephone number, facsimile number and e-mail address of the person or persons who shall have authority to act for such party in connection with this Agreement, and operating notices shall thereafter be served upon such person or persons.
- 12) This Agreement constitutes the entire agreement between the parties and no waiver, representation or agreement, oral or otherwise, shall affect the subject matter hereof unless and until such waiver, representation or agreement is reduced to writing or, if MRT permits or requires, otherwise memorialized via electronic means, and executed by authorized representatives of the parties. No waiver by either Customer or MRT of any one or more defaults by the other in performance of any of the provisions of the Agreement shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or of a different character.
- 13) For firm service, Exhibits A and B attached hereto are incorporated into this Agreement in their entirety.
- 14) This Agreement ~~supersedes~~amends and ~~cancels Contract #460 as~~restates the Superseding Amended and Restated Agreement effective January 1, 2019 between the parties hereto.
- ~~15) Pursuant to Section 15.8, GT&C of MRT's Tariff, the parties have agreed to an extension of the term with respect to all of the capacity previously committed under this Agreement.~~
- ~~16~~15) Pursuant to Section 15.3, GT&C of MRT's Tariff, the parties agree that Customer shall have a Right of First Refusal ("ROFR"). If Customer chooses to exercise its ROFR, it shall do so by following the procedures applicable to the exercise of a ROFR provided for in MRT's Tariff.



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## EXHIBIT A

## Primary Paths

From: Waskom – EGT Meter #808527  
 Trunkline Gas Receipt Meter #12817

To: City of Red Bud Meter #90220

Line Capacities and Line Priorities applicable to services provided under this Agreement shall be determined pursuant to the provisions of MRT's Tariff (currently set forth at GT&C Section 8.2(b)), as subsequently amended and in effect from time to time.

## Line Capacity

West 172 Dth/D

On any given day, the customer is entitled to the greater of 172 Dth or .17% of available West Line capacity.

## Rate Zone Capacities

Field	930 Dth/D
Market	1,520 Dth/D

<u>Primary Receipt Point(s)</u>	<u>Maximum Quantity (Dth/D)*</u>	<u>Primary Delivery Point(s)</u>	<u>Maximum Quantity (Dth/D)*</u>
Trunkline Gas Receipt Meter #12817	397	City of Red Bud Meter #90220	1,520
Sligo Meter #90386	82		
Glendale – EGT FLD RCPT Meter #805547	150		
NGPL @ Shattuc/Clinton Meter #805588	39		
Storage Meter #805588	930		
Waskom – EGT Meter #808527	<del>48</del> 90		
<del>Eastrans DCP Carth MRT Meter #808641</del>	<del>42</del>		
Glendale – EGT MKT RCPT Meter #808654	154		
Gulf South Perryville Meter #808760	608		

\* On any day MRT shall not be obligated to receive or deliver a cumulative quantity in excess of the MDQ set forth in this Agreement.

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

CITY OF RED BUD, ILLINOIS

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: ~~Tina V. Faraca~~\_\_\_\_\_  
Michael C. Stoll

Name: \_\_\_\_\_

Title: ~~— Sr. Vice President and Chief~~ Director, Commercial Officer – T&S

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EFFECTIVE ~~JANUARY 1, 2019~~ JUNE 9, 2021 SUPERSEDES EXHIBIT A EFFECTIVE JANUARY 1, 2019

~~SUPERSEDING~~  
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EXHIBIT B

Customer agrees to pay the rates specified on this Exhibit B for performance of certain gas transportation service under the Agreement(s) specified above. These rates are applicable only in accordance with the following:

RATES AND APPLICABILITY:

- (a) General: In consideration for Customer's continuing compliance with the provisions of the ~~"Agreement(s)"~~ specified above, the transportation rates and charges as defined below for the specified services provided under the Agreement only apply to receipts from, and subsequent deliveries to, the Points of Receipt and Delivery, quantities and/or time periods described herein and to reserved capacity necessary to effect such service. In addition to any rate or amount referred to herein (including discounted rates, Negotiated Rates, overrun rates and maximum tariff rates), except as specifically provided otherwise herein, Customer shall provide or pay and MRT shall retain or charge Fuel Use and LUFG allowances or charges in such quantities or amounts as authorized from time to time by MRT's Tariff and except as specifically provided otherwise herein, shall pay any applicable charges, penalties, surcharges, fees, taxes, settlements and/or direct billed amounts provided for in MRT's Tariff. In any event, the rate in any month shall never be below MRT's applicable minimum Tariff rate for a discount rate transaction. For a Negotiated Rate transaction, the rate in any month shall never be below MRT's applicable minimum tariff rate, unless MRT otherwise agrees. MRT shall not be responsible for the payment and satisfaction of any taxes assessed or levied on the receipt, transmission (and any activities in connection therewith), delivery, use and/or consumption with respect to gas delivered or received by Customer, unless MRT agrees otherwise.
- (b) Inability to Collect Negotiated Rates: If this Exhibit B covers a Negotiated Rate transaction, and MRT is unable to collect Negotiated Rates due to a change in Commission policy or rejection of the transaction by the Commission prior to or during the term of such transaction, then, unless the parties agree otherwise, Customer shall pay the maximum tariff rate for the services. In such event, MRT shall notify Customer in writing of the requirement to pay maximum tariff rates and, if the maximum tariff rates are greater than the Negotiated Rates under such transaction, Customer shall have no more than thirty (30) days from the date of such notification to give notice in writing of termination of the applicable Agreement, with such termination to be effective no later than the end of the month following the month in which such termination notice is received.
- (c) Points: The Receipt Point(s) and the Delivery Point(s) eligible for the rates specified herein shall be those specified on Exhibit A as in effect on the date hereof.

- ~~—(d) Description of Rate: Negotiated Rate X Discounted Rate \_\_\_\_\_ (Check one)  
 For the period beginning ~~January 1, 2019 through July 31, 2019, MRT and Customer agree, pursuant to the terms of this Exhibit B, that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a Usage Charge of \$0.3285 per Dth for the Market Zone and \$0.1266 per Dth for the Field Zone.~~~~

~~For the period beginning August 1, 2019~~ June 9, 2021 through December 31, 2021, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a Usage Charge of \$0.4337 per Dth for the Market Zone and \$0.1426 per Dth for the Field Zone.

For the period beginning January 1, 2022 through the Primary Term End Date, MRT and Customer agree that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified on Exhibit A, up to applicable Rate Zone Capacities, shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a Usage Charge of \$0.5027 per Dth for the Market Zone and \$0.1653 per Dth for the Field Zone.

Consistent with the foregoing, Customer shall also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.

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 AMENDED AND RESTATED  
 TRANSPORTATION SERVICE AGREEMENT  
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EXHIBIT B  
 (continued)

- (e) Term of Rate: Begin Date(s): ~~January 1, 2019~~ June 9, 2021  
 End Date(s): The end of the day on July 31, 2024
- (f) Authorized Overrun: Any authorized overrun quantities shall be at the applicable maximum Tariff rate.
- (g) Rate-Related Provisions:
- (i) Consideration for Rate Granted: MRT agrees to the rates specified in this Exhibit B in exchange for Customer's agreement to forego credits or other benefits to which Customer would otherwise be entitled under the Agreement, but only to the extent such credits or benefits would result in a greater economic benefit over the term of this Exhibit B than that represented by the agreed-upon rate. Accordingly, unless MRT otherwise agrees, Customer will not receive credits (with the exception of (1) penalty revenue credits provided pursuant to Section 34 of the GT&C of MRT's Tariff, and (2) capacity release credits) from rates, refunds or other revenues collected by MRT or Customer if to do so would effectively result in a lower rate or greater economic benefit to Customer; provided, however, that (I) for a Customer taking service under a discount or recourse rate agreement, the rate in any month shall never be above MRT's applicable maximum tariff rate, and (II) MRT and a Customer taking service under a Negotiated Rate agreement can agree pursuant to Section 14 of the GT&C of MRT's Tariff that MRT will retain some or all of the capacity release credits to the extent those credits exceed the amount of the Customer's invoiced demand component. If the parties' agreement to the foregoing is determined invalid or if Customer seeks to obtain credits or benefits inconsistent therewith, unless MRT otherwise agrees, MRT will have the right to immediately terminate or modify any provisions of this Exhibit B that would allow Customer to pay amounts less than the maximum applicable tariff rate.
- (ii) Regulatory Authority: This Exhibit B is subject to Section 30 of the GT&C of MRT's Tariff. MRT and Customer hereby acknowledge that this Exhibit B is subject to all valid and applicable federal and local laws and to the orders, rules and regulations of any constituted federal or local regulatory body or governmental authority having jurisdiction. Any provision of this Exhibit B which is determined by any court or regulatory body having jurisdiction to be invalid or unenforceable will be ineffective to the extent of such determination only, without invalidating, or otherwise affecting the validity of, the remaining provisions. Except as otherwise provided in subsection (b) above, unless the parties agree otherwise, if MRT reasonably determines that a federal or local law, or order, rule or regulation of any governmental authority having or asserting jurisdiction (1) requires performance by MRT that is inconsistent with the terms of this Exhibit B, or (2) conditions or prohibits the granting of selective discounts or other rates specified in paragraph (d) of this Exhibit B, then MRT and Customer shall promptly take all reasonable actions in good faith to enter into alternative arrangements that will secure to the maximum extent practicable for each party all of the lawful benefits of the transaction set out in this Agreement; provided however, that MRT shall not be required to enter into or continue arrangements that would result in a greater economic detriment to MRT than existed prior to the regulatory event or change.

Executed by a duly authorized representative of each party hereto, in the space provided below:

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

CITY OF RED BUD, ILLINOIS

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: ~~Tina V. Faraca~~ Michael C. Stoll

Name: \_\_\_\_\_

Title: Sr. Vice President and Chief Director, Commercial Officer - T&S

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EFFECTIVE JUNE 9, 2021. SUPERSEDES EXHIBIT B EFFECTIVE JANUARY 1, 2019