



Florida Gas Transmission Company

An Energy Transfer/Kinder Morgan Affiliate

February 27, 2023

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

RE: Florida Gas Transmission Company, LLC
Renewable Natural Gas Tariff Provisions
Docket No. RP23-_____

Dear Ms. Bose:

Florida Gas Transmission Company, LLC (“FGT”) hereby electronically submits for filing with the Federal Energy Regulatory Commission (“Commission”) the following tariff records to its FERC NGA Gas Tariff, Fifth Revised Volume No. 1 (“Tariff”), proposed to become effective March 27, 2023:

<u>Version</u>	<u>Description</u>	<u>Title</u>
10.0.0	GT&C Section 1	Definitions
5.0.1	GT&C Section 2	Quality

STATEMENT OF NATURE, REASONS AND BASIS

The purpose of this filing is to modify FGT’s Tariff language to provide standards and establish procedures that will allow for receipt of renewable natural gas (“RNG”) on FGT’s pipeline system. The proposed changes are designed to enable FGT to accept RNG at RNG Receipt Points on its system while balancing the needs of RNG suppliers, the needs of shippers and end-users, the requirement to maintain the safe and efficient operation of FGT’s facilities and equipment and the integrity of FGT’s system, and the obligation to protect the safety of FGT’s workers.

FGT describes the variety of sources of RNG that could be delivered into FGT’s pipeline system in the new GT&C Section 2.C and proposes quality standards for RNG, including the RNG Quality Specifications Table found in Section 2.C.4, which provides a listing of various constituents along with the permissible limits, the testing requirements, and the recommended testing methods for each constituent.

The permissible limits included in FGT’s RNG Quality Specifications Table are consistent with those previously accepted by the Commission in *Great Basin Gas Transmission Company*.¹ Additionally, in GT&C Section 2.D, FGT provides the details of its gas quality testing procedures for RNG. The proposed tariff language complies with the Commission’s policy that gas quality limits and testing procedures associated with RNG be included in the pipeline’s tariff.²

This filing is intended to replace FGT’s previously proposed RNG tariff language in Docket No. RP21-441-006 that was filed as part of the RNG Settlement proposal (“RNG Settlement”) on May 16, 2022. Comments opposing the RNG Settlement were filed by Commission Trial Staff, Tampa

¹ *Great Basin Gas Transmission Company*, 178 FERC ¶ 61,071 (2022) and Letter Order dated Mar. 24, 2022 in Docket No. RP22-432-001.

² *Id.*

Electric Company and Peoples Gas System, a Division of Tampa Electric Company, Indicated Shippers (i.e., BP Energy Company and Shell Energy North America (US), L.P.), and Seminole Electric Cooperative, Inc. (collectively “Opposing Parties”). In their respective comments, the Opposing Parties took issue with various RNG quality specifications for various reasons.³ Concurrently herewith, FGT is filing a motion to withdraw the RNG Settlement as this tariff filing contains RNG quality provisions.

As support for this filing, FGT is including a copy of the RNG Interconnection Whitepaper (“Attachment A”), which is an analysis performed by Energy Transfer Measurement Technical Services to determine what RNG specifications would be reasonable to include in this filing. Based on the analysis and findings in the RNG Interconnection Whitepaper, the instant filing proposes to make effective for FGT’s system the RNG quality specifications filed herein, which are consistent with the tariff provisions the Commission accepted in *Great Basin Gas Transmission Company*.⁴

IMPLEMENTATION AND WAIVER REQUEST

Pursuant to Section 154.7(a)(9) of the Commission’s Regulations, FGT requests that the proposed tariff records submitted herewith be accepted effective March 27, 2023. FGT respectfully requests that the Commission grant any waivers of its Regulations that it deems necessary to allow the proposed tariff records in this filing to become effective on March 27, 2023, as proposed.

CONTENTS OF THE FILING

This filing is made in electronic format in compliance with Section 154.4 of the Commission’s Regulations. In addition to the proposed tariff records in RTF format with metadata attached, the XML filing package contains:

- . a transmittal letter including a Statement of Nature, Reasons and Basis in PDF format
- . a clean copy of the proposed tariff record in PDF format
- . a marked version of the proposed tariff changes in PDF format
- . Attachment A – a copy of Energy Transfer’s RNG Interconnection Whitepaper
- . a copy of the complete filing in PDF format for publishing in eLibrary

COMMUNICATIONS, PLEADINGS AND ORDERS

FGT requests that all Commission orders and correspondence as well as pleadings and correspondence from other parties concerning this filing be served on each of the following:

³ See *Florida Gas Transmission Co., LLC*, 180 FERC ¶ 63,023 (2022) (Settlement Judge’s Report of Contested Second Partial Settlement).

⁴ *Great Basin Gas Transmission Company*, 178 FERC ¶ 61,071 (2022) and Letter Order dated Mar. 24, 2022 in Docket No. RP22-432-001.

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In accordance with Section 154.2(d) of the Commission's Regulations, a copy of this filing is available for public inspection during regular business hours at FGT's office at 1300 Main Street, Houston, Texas 77002. In addition, copies of this filing are being served on jurisdictional customers and interested state regulatory agencies. FGT has posted a copy of this filing on its Internet website accessible via <https://fgtmessenger.energytransfer.com> under Informational Postings, Regulatory.

Pursuant to Section 385.2011(c)(5) of the Commission's Regulations, the undersigned has read this filing and knows its contents; the contents are true as stated, to the best of his knowledge and belief; and the undersigned possesses full power and authority to sign such filing.

Respectfully submitted,

FLORIDA GAS TRANSMISSION COMPANY, LLC

/s/ Lawrence J. Biediger

Lawrence J. Biediger
Sr. Director, Rates and Regulatory Affairs

⁵ Designated to receive service pursuant to Rule 2010 of the Commission's Rules of Practice and Procedure. FGT respectfully requests that the Commission waive Rule 203(b)(3), 18 C.F.R. § 385.203(b)(3), in order to allow FGT to include additional representatives on the official service list.

⁶ Designated as responsible Company official under Section 154.7(a)(2) of the Commission's Regulations.

ATTACHMENT A

Energy Transfer's Renewable Natural Gas (RNG)
Interconnection Whitepaper

Renewable Natural Gas (RNG) Interconnection Whitepaper

Energy Transfer Measurement Technical Services

Renewable natural gas is derived from organic material found in various waste streams. These waste streams may include 1) non-hazardous landfills and sewage treatment facilities or 2) organic biomass source such as animal waste (dairy, cattle, pig, etc.) or plant-based material (wood, crop litter, etc.).

This document provides guidelines for the connection of an RNG project to an Energy Transfer pipeline. The final requirements will be defined by the applicable pipeline tariff and the project's interconnection agreement.

Gas Quality

RNG is primarily a mixture of methane, carbon dioxide, and nitrogen that must meet the quality requirements of the pipeline to which they will be injected such that it 1) maintains the interchangeability of the gas 2) ensures human safety, 3) protects pipeline equipment, and 4) protects downstream user equipment.

The interchangeability of the gas traditionally has been defined in the tariff in terms of heating value (BTU/SCF), nitrogen, carbon dioxide limits, etc. and a few contaminants that may exist in natural gas derived from geological formations. See appendix A for typical tariff limits.

Depending on the source, RNG may also contain other contaminants that could be detrimental to human safety, pipeline equipment, and downstream user equipment. Energy Transfer supports the transportation of renewable natural gas but must do so while also protecting all pipeline assets, employees, customers, and end users, with safe and reliable service. The additional RNG contaminants and the permissible limits to be monitored are listed in Appendix B.

The permissible limits are based on:

- SoCal Gas Rule #45-Standard Renewable Gas Interconnection (Effective On: Oct 28, 2020)
- FERC Gas Tariff of Great Basin Gas Transmission Company (Effective On: April 1, 2022, approved in Docket No. RP22-432-000, et al.
- Energy Transfer Standard Operating Procedure D.39-Bacterial Corrosion Tests (49 CFR 192.475, 192.477)

Other studies that support these permissible limits include:

- Gas Technology Institute Final Report# GTI-12/0007 Guidance Document for the Introduction of Landfill-Derived Renewable Gas into Natural Gas Pipelines, May 2, 2012.

- Northeast Gas Association, Interconnect Guide for Renewable Natural Gas (RNG) in New York State, Gas Technology Institute, August 2019.
- California Environmental Protection Agency-Air Resources Board, Recommendations to the California Public Utilities Commission Regarding Health Protective Standards for the Injection of Biomethane into the Common Carrier Pipeline, Prepared by Staff of the California Air Resources Board and the Office of Health Hazard Assessment, May 15, 2013.

	ETC RNG Design Guideline Limits	Great Basin Tariff Limits	California Air Resources Board			SoCal Gas Rule #45-Standard Renewable Gas Interconnection. Effective Oct 28,2020		
			Trigger	Lower Action Level	Upper Action Level	Trigger	Lower Action Level	Upper Action Level
	mg/m3 (PPMv)	mg/m3	mg/m3(PPMv)	mg/m3(PPMv)	mg/m3(PPMv)	mg/m3(PPMv)	mg/m3(PPMv)	mg/m3(PPMv)
Alkyl Thiols (Mercaptans)	(610)	610 PPMv	N/A (12)	N/A (120)	N/A (610)	N/A (12)	N/A (120)	N/A (610)
Ammonia	7 (10)	0.001%				3 (0.0004%)	7 (0.001%)	18 (0.0025%)
Antimony	30 (6.1)	30 mg/m ³	0.60 (0.12)	6.0 (1.2)	30 (6.1)	0.60 (0.12)	6.0 (1.2)	30 (6.1)
Arsenic	0.48 (0.15)	0.48 mg/m ³	0.019 (0.006)	0.019 (0.006)	0.48 (0.15)	0.019 (0.006)	0.019 (0.006)	0.48 (0.15)
Copper (Dusts and mists)	3.0 (1.2)	3 mg/m ³	0.060 (0.02)	0.60 (0.23)	3.0 (1.2)	0.060 (0.02)	0.60 (0.23)	3.0 (1.2)
Ethyl benzene	650 (150)	650 mg/m ³	26 (6.0)	260 (60)	650 (150)	26 (6.0)	260 (60)	650 (150)
Lead	3.8 (0.44)	3.8 mg/m ³	0.075 (0.009)	0.75 (0.09)	3.8 (0.44)	0.075 (0.009)	0.75 (0.09)	3.8 (0.44)
Mercury	0.08 (0.0094)	0.08 mg/m ³				0.08	TBD	TBD
Methacrolein	53 (18)	53 mg/m ³	1.1 (0.37)	11 (3.7)	53 (18)	1.1 (0.37)	11 (3.7)	53 (18)
n-Nitroso-di-n-propylamine	0.81 (0.15)	0.81 mg/m ³	0.033 (0.006)	0.33 (0.06)	0.81 (0.15)	0.033 (0.006)	0.33 (0.06)	0.81 (0.15)
p-Dichlorobenzene	140 (24)	140 mg/m ³	5.7 (0.95)	57 (9.5)	140 (24)	5.7 (0.95)	57 (9.5)	140 (24)
Siloxanes	0.1 mg Si / m ³	0.1 mg Si/M3				0.05 mg Si/m ³	0.1 mg Si/m ³	0.3 mg Si/m ³
Toluene	45,000 (12,000)	45,000 mg/m ³	904 (240)	9,000 (2,400)	45,000 (12,000)	904 (240)	9,000 (2,400)	45,000 (12,000)
Vinyl Chloride	21 (8.3)	21 mg/m ³	0.84 (0.33)	8.4 (3.3)	21 (8.3)	0.84 (0.33)	8.4 (3.3)	21 (8.3)
Hydrogen	0.1% (1000)	0.1%				0.10%	TBD	TBD
Microbiological Organisms	100 colonies/ml liquid*	Total < 4x10 ⁴ /scf				Total < 4x10 ⁴ /scf		

* Energy Transfer Standard Operating Procedure D.39-Bacterial Corrosion Tests (49 CFR 192.475, 192.477)

Quality Monitoring Requirements

The RNG operator shall monitor and ensure all contaminants meet the requirements of the applicable tariff using both online analyzers (continuous sampling) and spot samples (periodic sampling).

On-line Analyzers

- The required online analyzers are shown in Appendix C. The manufacturer/model of the analyzers must be approved by Energy Transfer Measurement Technical Services.
- The analyzer and associated sample conditioning systems shall be installed per manufacturer's specifications and acceptable industry standards/practices. Energy Transfer Measurement Technical Services shall verify the installation prior to injection into the pipeline.
- The signals from all on-line analyzers shall be connected directly to the Energy Transfer Electronic Flow Meter (EFM).
- Energy Transfer shall be notified and afforded the opportunity to witness all analyzer calibrations/verifications.

Periodic Testing

- RNG Operator and Transporter shall reasonably agree upon an independent, certified third-party lab(s) and testing protocols that RNG Operator shall employ for sampling and lab testing. The constituents to be monitored are shown in Appendix A and B.

- Periodic testing frequency shall be defined as follows unless specifically stated in applicable tariff or interconnect agreement.
 - **Pre-injection Testing**
RNG Operator shall extract two (2) samples for laboratory testing and Transporter shall confirm the test results are within the gas quality limits in the RNG Quality Specifications Table in Section 2.C.4, for that RNG source prior to the receipt of RNG into Transporter’s pipeline system. The first sample shall be extracted within 45 days prior to initial flow into Transporter’s pipeline system. The second sample shall be extracted after acceptable test results of first sample are received and with adequate number of days to receive test results prior to initial flow into Transporter’s pipeline system.

If during Pre-Injection Testing, there are any results exceeding the applicable gas quality limits, the RNG will not be received into Transporter’s pipeline system. RNG Operator shall make necessary modifications and, after review of such modifications by Transporter, may request a restart of Pre-Injection Testing.

If both test results are within Transporter’s gas quality limits, RNG may be received into Transporter’s pipeline system.

- **Monthly Testing** – every calendar month not to exceed 45 days.
- **Quarterly Testing** – following three consecutive successful monthly test results, testing may be extended to quarterly. Quarterly testing shall occur every third calendar month not to exceed 105 days.
- **Annual Testing** – upon mutual agreement and three consecutive successful quarterly test results, periodic testing may be extended to one calendar year not to exceed 13 months.
- In the event of unsuccessful test results, periodic shall revert to monthly testing.

Roles and Responsibilities

The roles and responsibilities of the RNG Operator and Energy Transfer are shown in Appendix C and Appendix D.

Appendix A- Typical Tariff Limits

Typical Tariff Limits <i>(Refer to Applicable Pipeline Tariff for Specific Values)</i>		Landfill, POTW, Other	Organic Biomass	Monitor Responsibility
Heating Value	950-1200 BTU/SCF	Continuous	Continuous	ETC
Carbon Dioxide	2%	Continuous	Continuous	ETC
Nitrogen	3%	Continuous	Continuous	ETC
Hydrogen Sulfide	0.25 grain/100 SCF	Periodic	Periodic	RNG
Total Sulfur	2 grain/100 SCF	Periodic		RNG
Oxygen	0.005% (50 PPMv)	Continuous	Continuous	RNG
Water	7 lbs/MMSCF	Continuous	Continuous	RNG
Methane	>85 %	Continuous	Continuous	ETC
Ethane	<10 %	Continuous	Continuous	ETC
Gas Temperature	40-120 F	Continuous	Continuous	ETC
Hydrocarbon Dew Point	<20F	Continuous	Continuous	ETC
Wobbe Index	1280-1396	Continuous	Continuous	ETC

Note: All items may not be included in the applicable tariff.

* If periodic testing indicates levels within 50% of limits, continuous monitoring (on-line analyzers) will be required.

Appendix B- RNG Quality Limits

Constituent	Permissible Limits ¹ mg/m ³ (PPMv)	Landfill/ POTW	Organic Biomass	Monitor Responsibility
Alkyl Thiols (Mercaptans)	(610)	Periodic	Periodic	RNG
Ammonia	7 (10)	Periodic	Periodic	RNG
Antimony	30 (6.1)	Periodic		RNG
Arsenic	0.48 (0.15)	Periodic		RNG
Copper	3 (1.2)	Periodic		RNG
Ethyl benzene	650 (150)	Periodic	Periodic	RNG
Hydrogen²	0.1% (1000)	Periodic	Periodic	RNG
Lead	3.8 (0.44)	Periodic		RNG
Mercury	0.08 (0.0094)	Periodic		RNG
Methacrolein	53 (18)	Periodic		RNG
n-Nitroso-di-n- propylamine	0.81 (0.15)	Periodic	Periodic	RNG
p-Dichlorobenzene	140 (24)	Periodic		RNG
Siloxanes	0.1 mg Si / m ³	Continuous		RNG
Toluene	45,000 (12,000)	Periodic	Periodic	RNG
Vinyl Chloride	21 (8.3)	Periodic		RNG
Microbiological Organisms	100 colonies/ml liquid	Periodic	Periodic	RNG

¹ Sampling/testing shall utilize industry standard sample/test methods appropriate for the constituent and be approved by Energy Transfer Measurement Technical Services.

² If listed in the applicable tariff, the tariff limit will apply.

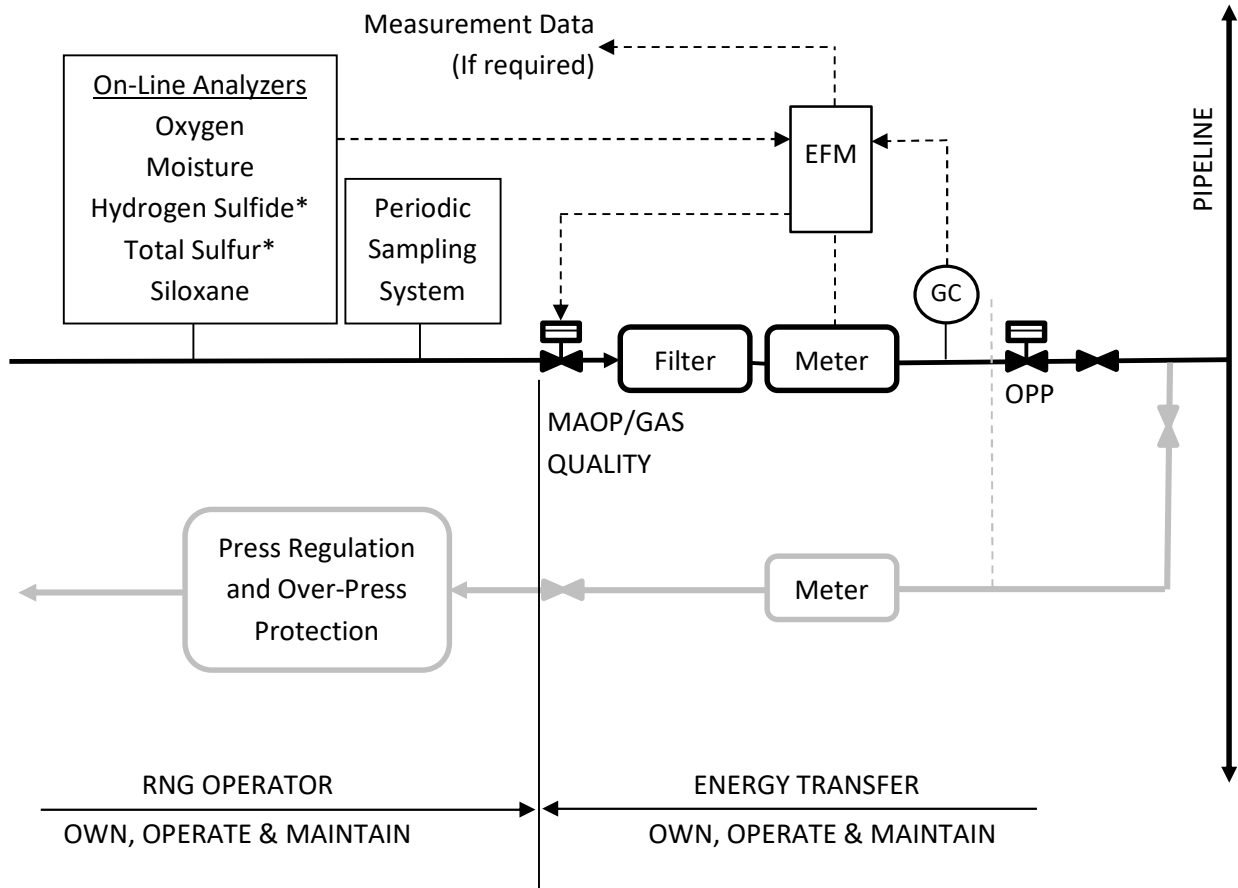
Appendix C- Roles and Responsibility Matrix

	Facilities/ Equipment	Approved Equipment	Design, Specs, Drawings	Procurement, Construction, Installation	Own	Capital Cost Responsibility	Operate, Maintain	O&M Cost Responsibility
RNG Receipt Facilities	Coalescing Filter	Various	ETC	ETC	ETC	RNG	ETC	ETC
	RNG Meter	Project Dependent	ETC	ETC	ETC	RNG	ETC	ETC
	Gas Chromatograph	ABB NGC8206, Emerson 370XA	ETC	ETC	ETC	RNG	ETC	ETC
	Shut-Off Valve	Various	ETC	ETC	ETC	RNG	ETC	ETC
	Over-Pressure Protection	Various	ETC	ETC	ETC	RNG	ETC	ETC
	Oxygen Analyzer	Various*	RNG	RNG	RNG	RNG	RNG	RNG
	Moisture Analyzer	Various*	RNG	RNG	RNG	RNG	RNG	RNG
	H2S Analyzer**	Various*	RNG	RNG	RNG	RNG	RNG	RNG
	Total Sulfur Analyzer**	Various*	RNG	RNG	RNG	RNG	RNG	RNG
	Siloxane Analyzer	Ohio Lumex Ei2300	RNG	RNG	RNG	RNG	RNG	RNG
	Periodic Sampling System	Ohio Lumex SS-GF-ST-310	RNG	RNG	RNG	RNG	RNG	RNG
Pipeline Delivery Facilities (if applicable)	RNG Meter	Project Dependent	ETC	ETC	ETC	RNG	ETC	ETC
	Gas Chromatograph	ABB NGC8206, Emerson 370XA	ETC	ETC	ETC	RNG	ETC	ETC
	Pressure Regulation	RNG Spec	RNG	RNG	RNG	RNG	RNG	RNG
	Over-pressure Protection	RNG Spec	RNG	RNG	RNG	RNG	RNG	RNG

*ETC Measurement Technical Services Approval

** Periodic sampling may be utilized if approved by ETC Measurement Technical Services.

Appendix D -Typical RNG Receipt Schematic (w/ optional Delivery)



Note, this schematic depicts a conceptual layout. The actual site-specific design may differ from schematic.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

The following terms shall have the meanings defined below:

"Affected Area" shall mean a physical, geographic area, locale or region of Transporter's pipeline system which is affected by an overpressure or underpressure situation such that Transporter's ability to meet firm service obligations or to provide scheduled service to Shippers in or utilizing that area is impaired.

"Alternate Delivery Point(s)" shall mean Delivery Point(s) other than those listed in Exhibit B of Shipper's FTS-1, FTS-3, SFTS, FTS-WD or FTS-WD-2 Service Agreement or a Historic Rate Schedule FTS-2 Service Agreement and nominations in excess of the MDQ at a Primary Delivery Point.

"Alternate Receipt Point(s)" shall mean Point(s) of Receipt other than those listed in Exhibit A of Shipper's FTS-1, FTS-3, SFTS, FTS-WD or FTS-WD-2 Service Agreement or a Historic Rate Schedule FTS-2 Service Agreement and nominations in excess of the MDQ at a Primary Receipt Point.

"ASTM" shall mean American Society for Testing Materials.

"Backhaul" shall mean transportation nominated, confirmed and scheduled by Transporter for Shipper which entails the receipt of gas at a point(s) resulting in the transportation of gas in a direction opposite of the physical flow of gas for the entire transportation path.

"Biogas" shall mean a mixture of gases substantially composed of methane that is produced by the breakdown of organic matter in the absence of oxygen.

"British Thermal Unit (Btu)" shall mean the amount of heat required to raise the temperature of one pound (avoirdupois) of pure water from 58.5 degrees Fahrenheit to 59.5 degrees Fahrenheit at a constant pressure of 14.73 pounds per square inch absolute. The Btu shall be reported to 3 or more decimal places.

"Central Clock Time" shall be the Central Time, as adjusted for Daylight Savings Time and Standard Time. Unless otherwise stated, as used herein "Central Time" shall mean Central Clock Time.

"Commission" or "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has the authority to regulate the rates and services of Transporter.

"Contact Person" shall mean the person(s) specified by Shipper that is available by telephone or paging device to receive communication from Transporter at any and all times and upon whose written, oral, or electronic communications Transporter may exclusively rely. Every Shipper must

have a contact person and Shipper must provide Transporter with sufficient information to conclusively contact and communicate with such contact person.

"Cubic Foot of Gas" shall be the amount of gas necessary to fill a cubic foot of space when the gas is at a temperature of sixty (60) degrees Fahrenheit and under an absolute pressure of fourteen and seventy-three hundredths pounds per square inch absolute (14.73 psia).

"Dekatherm (Dt. Or dth)" shall be the standard unit for purposes of nominations, scheduling, invoicing and balancing.

"Delivery Gas Day" shall mean a period of 24 consecutive hours beginning and ending at 9:00 a.m. Central Clock Time.

"Delivery Month" shall mean a period beginning at 9:00 A.M. Central Clock Time on the first day of any calendar month and ending at 9:00 A.M. Central Clock Time on the first day of the next succeeding calendar month.

"Delivery Point Operating Account" shall be as described in Sections 13.B and 13.1.A of the General Terms and Conditions.

"Designee" or "Agent" shall mean a contractually authorized agent of Shipper or Transporter under Section 10E of these General Terms and Conditions.

"Division" shall mean one or more Primary Delivery Points under a single service agreement which are (i) included in a divisional or separately stated MDTQ within the total MDTQ of the service agreement, and (ii) interconnected downstream of the Primary Delivery Point(s) on Transporter's system by Shipper's operationally integrated distribution system capable of serving end-users from deliveries at any such Primary Delivery Points forming the Division. The term Division shall include (but not be limited to) all Divisions existing under service agreements in effect on November 2, 1992.

"ECM" shall mean Transporter's Electronic Communications Mechanism pursuant to Section 9 of the General Terms and Conditions.

"EPA" shall mean United States Environmental Protection Agency.

"Execution" or "executed" or any other form of the root word "execute" when used with respect to any service agreement, amendment to service agreement, or any other contract shall include electronic execution pursuant to the procedures established by Transporter.

"Firm Capacity or Firm Capacity Right" shall mean the right of Shipper to receive and obligation of Transporter to make available for delivery quantities at Shipper's Primary Delivery Points up to the stated MDQ within the Shipper's MDTQ (for the division or for the Service Agreement, as applicable) and within the specified maximum hourly quantity at a specified temperature and pressure, provided Shipper has nominated such quantity pursuant to Section 10 and Transporter

has been able to confirm said quantity also pursuant to Section 10; and subject to the force majeure provisions of Section 8 and the curtailment provisions of Section 17A and further provided that Shipper's deliveries of gas into Transporter's system by or for the account of Shipper pursuant to Section 12C are equal to scheduled receipt point quantities on a uniform hourly basis, unless Shipper and Transporter have agreed to a different flow rate for deliveries of gas into Transporter's system.

"Forwardhaul" shall mean transportation nominated, confirmed and scheduled by Transporter for Shipper which entails the receipt of gas at a point(s) resulting in the transportation of gas in the same direction as the aggregate physical flow of gas in any part of the mainline transportation path.

"Historic Rate Schedule FTS-2 Service Agreement" shall mean a service agreement executed prior to March 1, 2021 under Rate Schedule FTS-2, which terms were absorbed into Rate Schedule FTS-1, the General Terms and Conditions and the form of service agreement for Rate Schedule FTS-1, that remains in effect until it expires by its terms.

"Hydrocarbon Dew point" shall mean cricondenthem, the highest temperature at which the vapor-liquid equilibrium may be present. The Hydrocarbon Dew point (cricondenthem) calculations are performed using the Peng-Robinson equation of state.

"In-Line Transfer Point(s)" shall mean points designated by Transporter other than point of physical ingress or egress from Transporter's system which may be used in nominating, confirming, scheduling and determining receipts and deliveries of transportation on Transporter's system. Transporter's In-Line Transfer Points are Compressor Stations 7, 8, and 11.

"Internet website" shall mean the Uniform Resource Locator (URL) of Transporter's Electronic Communication Mechanism on the Internet at <http://fgttransfer.energytransfer.com>.

"Joint Action Agency" shall mean a Shipper whose capacity entitlement consists of Public Agencies' aggregated capacity pursuant to Section 11 of Rate Schedules FTS-1, FTS-3, FTS-WD and/or FTS-WD-2.

"Market Area" shall mean the area east of Transporter's Mile Post 238.6 located at the Alabama-Florida border.

"MCF" shall mean one thousand (1,000) cubic feet of gas.

"MMBtu" shall mean a million Btu and shall be deemed equivalent to one Dekatherm.

"Month" shall mean a period beginning on the first day and ending on the last day of the calendar month.

"NAESB" shall mean the North American Energy Standards Board.

"NAESB Standards" shall mean the standards issued by NAESB and adopted by the Federal Energy Regulatory Commission.

"Negotiated Rate" shall mean the rate agreed to by Shipper and Transporter which may be less than, equal to or greater than the Maximum Rate as set forth on the Currently Effective Rates for the applicable Rate Schedule but shall not be less than the Minimum Rate as set forth on the Currently Effective Rates for the applicable Rate Schedule. The Negotiated Rate may be based on a rate design other than straight fixed variable and may include a minimum quantity.

"NGA" shall mean the Natural Gas Act of 1938, as amended.

"NIOSH" shall mean National Institute for Occupational Safety and Health.

"Parties" shall include Transporter and Shipper, and Shipper's Designee(s) or Agent(s), if applicable.

"Point of Delivery" or **"Delivery Point"** shall mean the point at the connection of the facilities of Transporter and of a downstream third party facility at which the gas leaves the outlet side of the measuring equipment of Transporter and enters Shipper's distribution system or Shipper's transmission lateral connected to such system. Unless otherwise specified, this term shall also include In-Line Transfer Points.

"Point of Interest (POI) number" shall mean the identifying number for a specific Point of Delivery or Point of Receipt on Transporter's system.

"Point of Receipt" or **"Receipt Point"** shall mean the point at which gas is received by Transporter into Transporter's system from an upstream source or facility. Unless otherwise specified, this term shall also include In-Line Transfer Points. A listing of existing receipt points is set forth on Transporter's Internet website.

"Primary Capacity Path(s)" shall mean the path(s) between the Primary Receipt Point(s) and the Primary Delivery Point(s), as set forth in a Shipper's base firm transportation contract, including mainline and lateral portions of the pipeline, regardless of direction of flow, as amended by capacity release transactions. Transporter shall post on its Internet website a pipeline map that can assist a Shipper in determining whether its Primary Capacity Path(s) is (are) located on the east leg mainline, on the west leg mainline, or both, within Transporter's Market Area. Transporter's Internet website shall promptly post all filings and notices of filings that may result in changes to the Primary Capacity Path of any Shipper. Transporter shall promptly notify Shippers of any material change in the east leg mainline and west leg mainline in a tariff filing.

"Primary Delivery Point(s)" shall mean those Delivery Point(s) listed on Exhibit B of Shipper's FTS-1, FTS-3, SFTS, FTS-WD or FTS-WD-2 Service Agreement or a Historic Rate Schedule FTS-2 Service Agreement which are assigned an MDQ.

"Primary Receipt Point(s)" shall mean those Point(s) of Receipt listed in Exhibit A of Shipper's FTS-1, FTS-3, SFTS, FTS-WD or FTS-WD-2 Service Agreement or a Historic Rate Schedule FTS-2 Service Agreement which are assigned an MDQ. Primary Receipt Point(s) are also deemed to include In-Line Transfer Points to the extent set forth in Section 8 of the FTS-1, FTS-3, SFTS, FTS-WD and FTS-WD-2 Rate Schedules.

"Public Agency" shall mean an entity which is a Shipper and which is also a political subdivision or agency of the State of Florida, including, but not limited to, state government, county, city, school district, single and multipurpose special district, single and multipurpose public authority, and metropolitan or consolidated government.

"Receipt Gas Day" shall mean a period of 24 consecutive hours beginning and ending at 9:00 a.m. Central Clock Time.

"Receipt Month" shall mean a period beginning at 9:00 A.M. Central Clock Time on the first day of any calendar month and ending at 9:00 A.M. Central Clock Time on the first day of the next succeeding calendar month.

"Release" shall mean a relinquishment of firm capacity right(s) by a Shipper pursuant to Section 18 of these General Terms and Conditions.

"Renewable Natural Gas" or "RNG" shall mean a portion of Biogas that has been processed in order to be deliverable into Transporter's system to meet Transporter's gas quality standards and specifications. Sources may include non-hazardous landfill gas, dairies or feedlots, publicly-owned treatment works, sewage treatment plants, or waste water plants.

"Reticulated Areas" shall mean the areas on or served from a portion of Transporter's system in which the direction of gas flow changes from time to time. Such point(s) are shown in Section 31 of the General Terms and Conditions, and Transporter shall post a map on its Internet website identifying the points located within each Reticulated Area. Any changes in Reticulated Areas shall be described by Transporter in a tariff filing and promptly posted on a map on its Internet website.

"RNG Receipt Point" shall mean a Receipt Point installed by Transporter for the express purpose of receiving RNG directly into Transporter's system.

"ROFR" shall mean the Right of First Refusal pursuant to Section 20 of the General Terms and Conditions.

"Sales Division" shall mean the division of Florida Gas Transmission Company, LLC making sales under the blanket sales certificate issued to Florida Gas Transmission Company under Order No. 636.

"Service Year" shall mean a period of time beginning on October 1 of each year and ending at the next succeeding September 30.

"Segmented Transaction" shall mean segmentation either by capacity release or through the nomination process.

"Supply Area" shall mean Transporter's facilities outside of the State of Florida.

"Tax" or "Taxes" shall mean any tax, fee, charge or assessment and shall include, but not be limited to, occupation, production, severance, gathering transportation, pipeline, footage, sales or other excise tax or tax of similar nature now or hereafter imposed by any lawful authority upon Transporter whether under direct imposition by Federal, State or local authorities or pursuant to the terms of any present or future contract.

"TECM" shall mean Transporter's Transactional Electronic Communications Mechanism pursuant to Section 9 of the General Terms and Conditions.

"Transporter" or "Transportation Service Provider (TSP)" shall mean Florida Gas Transmission Company, LLC, the party receiving gas at the Receipt Points and transporting quantities to the Points of Delivery.

"Transporting Pipeline" shall mean any third party pipeline system on which Transporter holds firm transportation rights and which it has authorization to treat as an extension of Transporter's system for the purpose of providing transportation service. (The only pipeline that currently meets this definition is Southern Natural Gas Company.)

"Western Division" shall mean the area west of Transporter's Mile Post 238.6 located at the Alabama-Florida border and all facilities of Transporter not located in the state of Florida. Western Division shall also include noncontiguous supply laterals.

"Working day" shall mean "Business Days" as such term is defined in the NAESB Standards and shall include the days Monday through Friday, exclusive of Federal Banking Holidays, unless notified otherwise. A listing of such holidays shall be posted on Transporter's Internet website each December 15 for the following calendar year.

"Written" or "in writing" or any other combination of words indicating a requirement that a document be in a physically written form shall include any service agreement, amendment to a service agreement, or any other contract or document which has been electronically executed pursuant to the procedures established by Transporter.

"Year" shall mean a period of a calendar year commencing on January 1st and ending on December 31st.

GENERAL TERMS AND CONDITIONS

2. QUALITY

- A. Natural gas is a naturally occurring hydrocarbon gas mixture consisting primarily of methane, but commonly including varying amounts of other higher alkanes.

Gas delivered by Shipper or for its account into Transporter's pipeline system at receipt points shall conform to the following quality standards:

1. shall be free from objectionable odors, solid matter, dust, gums, and gum forming constituents, or any other substance which might interfere with the merchantability of the gas stream, or cause interference with proper operation of the lines, meters, regulators, or other appliances through which it may flow;
2. shall contain not more than seven (7) pounds of water vapor per one thousand (1,000) MCF;
3. shall contain not more than one quarter (1/4) grain of hydrogen sulphide per one hundred (100) cubic feet of gas;
4. shall contain not more than ten (10) grains of total sulphur per one hundred (100) cubic feet of gas, unless otherwise provided in Section 2.B.7;
5. shall contain not more than two percent (2%) by volume of carbon dioxide or a combined total three percent (3%) by volume of carbon dioxide and/or nitrogen;
6. shall contain not more than one quarter percent (1/4%) by volume of oxygen;
7. shall have a temperature of not more than one hundred twenty (120) degrees Fahrenheit;
8. shall have a Btu content of not less than one thousand (1000) Btu per cubic foot, unless otherwise provided in Section 2.C.1;
9. shall have no carbon dioxide, oxygen or nitrogen injected as a dilutant;
10. shall not contain any toxic or hazardous substance in concentrations which, in the normal use of gas, may be hazardous to health, injurious to pipeline facilities, or be a limit to merchantability or be contrary to applicable government standards; and,
11. shall not contain any microbiological organism, active bacteria or bacterial agent capable of causing or contributing to: (i) injury to Transporter's pipelines, meters, regulators, or other facilities and appliances through which gas flows or (ii)

interference with the proper operation of Transporter's facilities. Microbiological organisms include, but are not limited to, sulfate reducing bacteria (SRB), iron oxidizing bacteria (IOB) and acid producing bacteria (APB). When bacteria or microbiological organisms are considered to be possibly present in gas, upon Transporter's request, Shippers desiring to nominate such gas shall test, or request the point operator or applicable upstream party to test, such gas for bacteria or bacterial agents utilizing the American Petroleum Institute test method API-RP38, Environmental Protection Agency Method 5 or other acceptable test method as determined by Transporter and the applicable party. Transporter will not be obligated to receive gas from such points if such testing is not complete and/or the test results are not acceptable to Transporter.

- B. Gas delivered into Transporter's pipeline system at point(s) of receipt in Transporter's Market Area shall, in addition to the provisions contained in Section 2.A.1 through 2.A.11, conform to the following quality standards:
1. shall have a methane composition of not less than eighty-five (85) mole percent;
 2. shall have an ethane composition of not more than ten (10) mole percent;
 3. shall have a combined composition of not more than one and two tenths (1.2) mole percent of isobutane and normal butane and pentanes and heavier hydrocarbons; and a Hydrocarbon Dew point not to exceed 25 degrees Fahrenheit;
 4. shall have a minimum temperature, and a physical means to maintain such minimum temperature; such minimum temperature to be determined on a case-by-case basis, considering the pipeline operating conditions at, and downstream of, the receipt location, such as: (i) gas flow and the ability to blend gas streams, (ii) the magnitude of the pressure drop at the point of the interconnection, and (iii) any potentially adverse impact to, or unsafe condition on, Transporter's or customers' facilities downstream of the interconnection, such as those occurring from the receipt of excessively cold gas or liquid hydrocarbon fallout;
 5. shall have a Btu content of not more than eleven hundred and ten (1110) Btu per cubic foot;
 6. shall have a Wobbe Index absolute limit from 1320 to 1396 (calculated using Higher Heating Value (HHV), dry, under standard conditions at 14.73 psia at 60 degrees Fahrenheit) based on the following mathematical definition and in accordance with Section 4 of these GT&C;

HHV/SQRT SGgas

Where:

HHV = Higher Heating Value (Btu/scf)

SG_{gas} = Specific Gravity
Sqrt = Square Root of

and shall be subject to a limitation on the rate of change of two percent (2%) of Wobbe per six-minute interval; and,

7. shall contain not more than two (2) grains of total sulphur per one hundred (100) cubic feet of gas.

C. Renewable Natural Gas (RNG), which may come from a variety of sources, including but not limited to: (1) landfills, excluding Hazardous Waste Landfills as defined in Section 2.C.3, (2) dairies and feedlots (Organic Biomass) and (3) publicly-owned treatment works, sewage treatment plants, or waste water plant (POTW). RNG delivered into Transporter's pipeline system at Point(s) of Receipt shall, in addition to the provisions contained in Sections 2.A and 2.B, conform to the following quality standards:

1. shall have a Btu content of not less than nine hundred fifty (950) Btu per cubic foot;
2. shall be evaluated on a case by case basis, considering the pipeline operating conditions at and downstream of the receipt location, such as, but not limited to (i) the ability to sufficiently blend the RNG gas streams in order to meet the minimum Btu per cubic foot requirement contained in Section 2.A.8, (ii) the prevention of any potentially adverse impact to, or unsafe operating conditions on, Transporter or any Shipper's facilities downstream of the RNG Receipt Point, and (iii) the avoidance of any requirement to modify any existing environmental or other permits such as, without limitation, those required to operate Transporter's compression facilities;
3. Transporter prohibits the delivery of RNG to Transporter from any landfill permitted under the Resource Conservation and Recovery Act Subtitle C (42 U.S.C. § 6921 – 6932), whether by the United States Environmental Protection Agency or a state under a program authorized by the United States Environmental Protection Agency (Hazardous Waste Landfills). The RNG producer and/or operator (RNG Operator) of a RNG Receipt Point into Transporter's system shall not knowingly supply or cause to be supplied RNG from a Hazardous Waste Landfill. It is the responsibility of RNG Operator of the RNG Receipt Point to disclose whether the landfill providing RNG is a Hazardous Waste Landfill, has ever been a Hazardous Waste Landfill, or has ever accepted material that would require permitting as a Hazardous Waste Landfill. A Hazardous Waste Landfill includes all continuous land and structures, and other appurtenances and improvements, on the land used for the treatment, transfer, storage, resource recovery, and disposal or recycling of hazardous waste. RNG Operator of a RNG Receipt Point delivering RNG into Transporter's system shall certify in writing to Transporter that the RNG is not being produced from landfill gas collected from a Hazardous Waste Landfill before delivering the RNG into Transporter's pipeline system; and

4. shall contain not more than the permissible limits specified in the RNG Quality Specifications Table below:

Constituent	Permissible Limits mg/m ³ (PPMv)	Landfill/POTW	Organic Biomass	Testing Methods [‡]
Alkyl Thiols (Mercaptans)	(610)	Periodic	Periodic	ASTM D6228
Ammonia	7 (10)	Periodic	Periodic	NIOSH 3800
Antimony	30 (6.1)	Periodic		NIOSH 7303
Arsenic	0.48 (0.15)	Periodic		NIOSH 7303
Copper	3 (1.2)	Periodic		NIOSH 7303
Ethyl benzene	650 (150)	Periodic	Periodic	EPA TO-14A, TO-15
Hydrogen	0.1% (1000)	Periodic	Periodic	ASTM D1945
Lead	3.8 (0.44)	Periodic		NIOSH 7303
Mercury	0.08 (0.0094)	Periodic		NIOSH 6009
Methacrolein	53 (18)	Periodic		EPA TO-15
n-Nitroso-di-n-propylamine	0.81 (0.15)	Periodic	Periodic	EPA 3542, 8270
p-Dichlorobenzene	140 (24)	Periodic		EPA TO-14A, TO-15
Microbiological Organisms (APB, SRB, IOB)	100 colonies/ml liquid	Periodic	Periodic	Tariff Section 2.A.11
Siloxanes	0.1 mg Si / m ³	Continuous		ASTM D8230
Toluene	45,000 (12,000)	Periodic	Periodic	EPA TO-14A, TO-15
Vinyl Chloride	21 (8.3)	Periodic		EPA TO-14A, TO-15

[‡] Alternate Testing Methods may be used if deemed by Transporter to be equivalent to the above listed methods.

5. Transporter’s interconnection agreement with respect to receipts of RNG will provide that the interconnecting party shall indemnify Transporter of any loss, cost, damage, expense, claim, suit, action or proceeding incurred by Transporter as a direct or indirect result of a failure of the interconnecting party to comply with the quality standards in Sections 2.A, 2.B and 2.C for gas delivered into Transporter’s system at Points of Receipt covered by such interconnection agreement, except to the extent such loss, cost, damage, expense, claim, suit, action or proceeding is the result of Transporter’s negligence, bad faith or willful misconduct or is the direct result of Transporter’s deliberate decision to take such nonconforming gas provided that Transporter had full knowledge of the extent and nature of such nonconformity.
- D. RNG to be delivered to and transported on Transporter’s pipeline system by an RNG Operator shall be subject to periodic testing and continuous monitoring based on the source of the RNG. The testing procedures outlined below may be revised as necessary,

and as determined by Transporter in its sole discretion, to meet the requirements of applicable laws, regulation or legal authority, and public health and safety obligations as promulgated by governmental authorities, including, without limitation, the Pipeline Hazardous Materials Safety Administration and the Occupational Safety and Health Administration.

RNG Operator and Transporter shall undertake the testing procedures set forth in this section to ensure that RNG to be received by Transporter meets the applicable gas quality standards contained in Sections 2.A, 2.B and 2.C.

Transporter may, in its sole discretion, immediately shut-in all RNG supply if any test results do not comply with the gas quality standards contained in Sections 2.A, 2.B and 2.C.

1. Testing Procedures

Testing by RNG Operator shall be performed to assess whether the RNG conforms to gas quality limits and the Transporter's RNG Quality Specifications Table in Section 2.C.4 using two methods, lab testing or onsite analysis. Both methods shall be utilized during Pre-Injection Testing and Periodic Testing. Onsite analysis shall be utilized during Continuous Sampling.

RNG Operator and Transporter shall reasonably agree upon one or more independent, certified third-party lab(s) (approved laboratory) and testing protocols that the RNG Operator shall employ for sampling and lab testing. The costs associated with Pre-Injection Testing, Periodic Testing, and if applicable, Continuous Sampling by RNG Operator; and any required retesting or expedited testing, are the sole responsibility of RNG Operator.

Transporter shall be notified three (3) business days in advance of the RNG sampling for lab testing and have the option to observe the samples being taken. Test results shall be shared with Transporter within five (5) calendar days of the test results being received by RNG Operator. RNG shall not enter Transporter's pipeline system until results have been verified and accepted by Transporter, provided that Transporter shall not unreasonably withhold, delay or condition such verification and acceptance.

Transporter, in its sole judgement, may request additional testing at any time with reasonable advance notice if Transporter has a concern with the RNG quality or sampling results within thirty (30) days after receipt of the initial test results. The cost of such testing shall be borne by RNG Operator if such testing demonstrates that any contaminant exists in concentrations above acceptable limits. If, after such testing, the contaminants are determined to exist in concentrations below acceptable limits, then the cost of the testing shall be borne by Transporter. RNG Operator shall notify Transporter within ten (10) business days if there is a change in the source or size of the facility generating the RNG. When such changes

occur, the RNG shall be treated as a new source and all constituents must be reconfirmed.

Transporter shall have the right to share all test results of the RNG to third parties.

a. **Pre-Injection Testing**

RNG Operator shall extract two (2) samples for laboratory testing and Transporter shall confirm the test results are within the gas quality limits in the RNG Quality Specifications Table in Section 2.C.4 for that RNG source prior to the receipt of RNG into Transporter's pipeline system. The first sample shall be extracted within forty-five (45) days prior to initial flow in Transporter's pipeline system. The second sample shall be extracted after acceptable test results of the first sample are received and with adequate days to receive the second test results prior to initial flow into Transporter's pipeline system.

If during Pre-Injection Testing, there are any results exceeding the applicable gas quality limits, the RNG will not be received into Transporter's pipeline system. RNG Operator shall make necessary modifications and, after review of such modifications by Transporter, may request a restart of Pre-Injection Testing.

If both test results are within Transporter's gas quality limits, RNG may be received into Transporter's pipeline system.

b. **Periodic Testing**

Once the RNG is allowed to be received into Transporter's pipeline system, RNG Operator is required to perform the required periodic testing outlined below (i.e., Monthly Testing, Quarterly Testing and Annual Testing) in order for the RNG to continue to be received into Transporter's pipeline system. RNG Operator shall procure and furnish all materials, equipment, supplies, services and labor required for Periodic Testing extraction and analysis. RNG samples shall be extracted for laboratory analysis at a sample point upstream of the RNG Receipt Point. The sample point shall be an inline probe and shall be separate from the sample point used for Continuous Sampling. Samples shall be collected by RNG Operator using Transporter approved industry standard testing methods. With regards to sampling, the methods, apparatus, collection devices, expiration times and chain of custody procedures shall conform to the applicable industry standards and laboratory requirements. Samples shall be sent by RNG Operator to the approved laboratory for analysis. As stated above in Section 2.D.1, all test results will be shared with Transporter within five (5) calendar days of the test results being received by RNG Operator. RNG Operator shall be responsible for all costs associated with such testing.

i. **Monthly Testing**

Following successful Pre-Injection Testing, RNG Operator shall conduct Monthly Testing, one (1) lab test every calendar month, not to exceed forty-five (45) calendar days between tests, to confirm compliance with the gas quality limits applicable to the RNG source, as stated in the RNG Quality Specifications Table in Section 2.C.4. The first Monthly Test shall be completed no later than thirty (30) calendar days after the successful completion date of the Pre-Injection Testing.

If all the test results are within Transporter's gas quality limits during Monthly Testing for three (3) consecutive tests, RNG Operator may transition to Quarterly Testing.

Transporter may, in its sole discretion, waive some or all of the requirements in the Monthly Testing procedure.

ii. **Quarterly Testing**

Following successful Monthly Testing as outlined above, RNG Operator shall conduct Quarterly Testing, one (1) lab test in every third calendar month, not to exceed one hundred five (105) calendar days between tests, to confirm compliance with the gas quality limits identified for the RNG source, as stated in the RNG Quality Specifications Table in Section 2.C.4. The first Quarterly Test shall be completed no later than ninety (90) calendar days after the date of the last successful Monthly Test.

If Transporter and RNG Operator mutually agree to transition from Quarterly Testing to Annual Testing, RNG Operator may transition to Annual Testing if all test results are within Transporter's gas quality limits during Quarterly Testing for three (3) consecutive tests. Otherwise, Transporter and RNG Operator shall mutually agree to remain on a Quarterly Testing timeline, with one (1) lab test in every third calendar month, not to exceed one hundred five (105) calendar days between tests.

Transporter may, in its sole discretion, waive some or all of the requirements in the Quarterly Testing procedure.

iii. **Annual Testing**

If Transporter and RNG Operator mutually agree to transition to Annual Testing after successful Quarterly Testing, RNG Operator shall conduct one (1) lab test per calendar year, not to exceed

thirteen (13) months between tests, to confirm compliance with the gas quality limits identified for the RNG source, as stated in the RNG Quality Specifications Table in Section 2.C.4. The first Annual Test shall be completed no later than three hundred sixty-five (365) calendar days after the date of the last successful Quarterly Test.

Transporter may, in its sole discretion, waive some or all of the requirements in the Annual Testing procedure.

In the event of unsuccessful test results during any of the Periodic Testing – Monthly, Quarterly or Annual – testing shall revert back to Monthly Testing.

c. **Continuous Sampling**

Unless otherwise agreed upon, Transporter shall own, operate and provide maintenance of the gas quality equipment required for custody transfer measurement, and RNG Operator shall own, operate and provide maintenance for all additional required analyzers for Continuous Sampling. Selection of which constituents and the method/equipment types used for Continuous Sampling shall be made on a case by case basis primarily depending on the constituent concentrations encountered. Periodic Testing shall be required for constituents shown in the RNG Quality Specifications Table in Section 2.C.4 even if the constituents are continuously monitored.

If, during Continuous Sampling, results are found to not comply with the gas quality limits set forth in Sections 2.A, 2.B and 2.C during successive tests, Transporter shall notify RNG Operator to conform with such operating parameters or to submit to Transporter a plan of action to conform with such operating parameters that is acceptable to Transporter in its sole discretion. Transporter retains the right to refuse to accept any deliveries of natural gas not meeting any of the said requirements or operating procedures. In the event a station shut-in is required, the RNG supply will remain shut-in until RNG Operator has made necessary modifications and/or Transporter has conducted a threat assessment of the impacted pipe segment to determine the appropriate response.

Transporter may, in its sole discretion, waive some or all of the requirements in the Continuous Sampling procedure.

- E. Transporter may refuse to accept any gas which fails to conform with the quality standards itemized in Sections 2.A, 2.B and 2.C above. Transporter, in its reasonable discretion exercised on a not unduly discriminatory basis, may waive the quality standards for gas delivered into its pipeline system at receipt points, provided that such waiver will not affect Transporter's ability to maintain an acceptable gas quality in its pipeline and adequate

service to its customers consistent with the applicable Rate Schedule and these General Terms, including (without limitation) Section 2.F below. Such waiver will not be effective unless in writing and signed by an authorized representative of Transporter.

- F. The gas delivered by Transporter to Shipper shall conform to the following standards:
1. The gas shall be natural gas, or its equivalent as provided for in Section 2.F.3 below, from the sources of supply attached or delivered to Transporter's pipeline system; provided however, that moisture, impurities, helium, natural gasoline, butane, propane, and other hydrocarbons or other substances, may be removed prior to delivery to Shipper. Nothing herein shall restrict Shipper's right to remove any merchantable products prior to delivery into Transporter's system by or for the account of Shipper. Further, nothing herein shall prevent Shipper from making arrangements for the processing of Shipper's gas on Transporter's system (nor, in the event such arrangements are made, from designating a processing plant as the Delivery Point for the MMBtu attributable to processed liquefiables). Transporter may subject or permit the subjection of the gas to compression, heating, cooling, cleaning or other processes, which are not substantially detrimental to the merchantability of the gas stream.
 2. To the extent Shippers conform with requirements hereof, the gas shall have a total heating value of not less than one thousand (1000) Btu per cubic foot of dry gas, and be reasonably free of moisture, objectionable liquids and solids so as to be merchantable upon delivery to Shipper, and shall contain not more than two hundred (200) grains of total sulphur, nor more than fifteen (15) grains of hydrogen sulphide, per MCF. The gas may contain an odorant at the point of delivery, but it is the responsibility of the customer to monitor and maintain any required odorant levels after the point of delivery.
 3. Transporter may utilize gas from any standby equipment to effectuate deliveries provided the gas shall be reasonably equivalent to the gas delivered to Transporter by or for the account of Shipper hereunder, and adopted for use by Shipper's consumers without the necessity of making adjustments to fuel-burning equipment.

MARKED VERSION

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

The following terms shall have the meanings defined below:

"Affected Area" shall mean a physical, geographic area, locale or region of Transporter's pipeline system which is affected by an overpressure or underpressure situation such that Transporter's ability to meet firm service obligations or to provide scheduled service to Shippers in or utilizing that area is impaired.

"Alternate Delivery Point(s)" shall mean Delivery Point(s) other than those listed in Exhibit B of Shipper's FTS-1, FTS-3, SFTS, FTS-WD or FTS-WD-2 Service Agreement or a Historic Rate Schedule FTS-2 Service Agreement and nominations in excess of the MDQ at a Primary Delivery Point.

"Alternate Receipt Point(s)" shall mean Point(s) of Receipt other than those listed in Exhibit A of Shipper's FTS-1, FTS-3, SFTS, FTS-WD or FTS-WD-2 Service Agreement or a Historic Rate Schedule FTS-2 Service Agreement and nominations in excess of the MDQ at a Primary Receipt Point.

"ASTM" shall mean American Society for Testing Materials.

"Backhaul" shall mean transportation nominated, confirmed and scheduled by Transporter for Shipper which entails the receipt of gas at a point(s) resulting in the transportation of gas in a direction opposite of the physical flow of gas for the entire transportation path.

"Biogas" shall mean a mixture of gases substantially composed of methane that is produced by the breakdown of organic matter in the absence of oxygen.

"British Thermal Unit (Btu)" shall mean the amount of heat required to raise the temperature of one pound (avoirdupois) of pure water from 58.5 degrees Fahrenheit to 59.5 degrees Fahrenheit at a constant pressure of 14.73 pounds per square inch absolute. The Btu shall be reported to 3 or more decimal places.

"Central Clock Time" shall be the Central Time, as adjusted for Daylight Savings Time and Standard Time. Unless otherwise stated, as used herein "Central Time" shall mean Central Clock Time.

"Commission" or "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has the authority to regulate the rates and services of Transporter.

"Contact Person" shall mean the person(s) specified by Shipper that is available by telephone or paging device to receive communication from Transporter at any and all times and upon whose written, oral, or electronic communications Transporter may exclusively rely. Every Shipper must

have a contact person and Shipper must provide Transporter with sufficient information to conclusively contact and communicate with such contact person.

"Cubic Foot of Gas" shall be the amount of gas necessary to fill a cubic foot of space when the gas is at a temperature of sixty (60) degrees Fahrenheit and under an absolute pressure of fourteen and seventy-three hundredths pounds per square inch absolute (14.73 psia).

"Dekatherm (Dt. Or dth)" shall be the standard unit for purposes of nominations, scheduling, invoicing and balancing.

"Delivery Gas Day" shall mean a period of 24 consecutive hours beginning and ending at 9:00 a.m. Central Clock Time.

"Delivery Month" shall mean a period beginning at 9:00 A.M. Central Clock Time on the first day of any calendar month and ending at 9:00 A.M. Central Clock Time on the first day of the next succeeding calendar month.

"Delivery Point Operating Account" shall be as described in Sections 13.B and 13.1.A of the General Terms and Conditions.

"Designee" or "Agent" shall mean a contractually authorized agent of Shipper or Transporter under Section 10E of these General Terms and Conditions.

"Division" shall mean one or more Primary Delivery Points under a single service agreement which are (i) included in a divisional or separately stated MDTQ within the total MDTQ of the service agreement, and (ii) interconnected downstream of the Primary Delivery Point(s) on Transporter's system by Shipper's operationally integrated distribution system capable of serving end-users from deliveries at any such Primary Delivery Points forming the Division. The term Division shall include (but not be limited to) all Divisions existing under service agreements in effect on November 2, 1992.

"ECM" shall mean Transporter's Electronic Communications Mechanism pursuant to Section 9 of the General Terms and Conditions.

"EPA" shall mean United States Environmental Protection Agency.

"Execution" or "executed" or any other form of the root word "execute" when used with respect to any service agreement, amendment to service agreement, or any other contract shall include electronic execution pursuant to the procedures established by Transporter.

"Firm Capacity or Firm Capacity Right" shall mean the right of Shipper to receive and obligation of Transporter to make available for delivery quantities at Shipper's Primary Delivery Points up to the stated MDQ within the Shipper's MDTQ (for the division or for the Service Agreement, as applicable) and within the specified maximum hourly quantity at a specified temperature and pressure, provided Shipper has nominated such quantity pursuant to Section 10 and Transporter

has been able to confirm said quantity also pursuant to Section 10; and subject to the force majeure provisions of Section 8 and the curtailment provisions of Section 17A and further provided that Shipper's deliveries of gas into Transporter's system by or for the account of Shipper pursuant to Section 12C are equal to scheduled receipt point quantities on a uniform hourly basis, unless Shipper and Transporter have agreed to a different flow rate for deliveries of gas into Transporter's system.

"Forwardhaul" shall mean transportation nominated, confirmed and scheduled by Transporter for Shipper which entails the receipt of gas at a point(s) resulting in the transportation of gas in the same direction as the aggregate physical flow of gas in any part of the mainline transportation path.

"Historic Rate Schedule FTS-2 Service Agreement" shall mean a service agreement executed prior to March 1, 2021 under Rate Schedule FTS-2, which terms were absorbed into Rate Schedule FTS-1, the General Terms and Conditions and the form of service agreement for Rate Schedule FTS-1, that remains in effect until it expires by its terms.

"Hydrocarbon Dew point" shall mean cricondenthem, the highest temperature at which the vapor-liquid equilibrium may be present. The Hydrocarbon Dew point (cricondenthem) calculations are performed using the Peng-Robinson equation of state.

"In-Line Transfer Point(s)" shall mean points designated by Transporter other than point of physical ingress or egress from Transporter's system which may be used in nominating, confirming, scheduling and determining receipts and deliveries of transportation on Transporter's system. Transporter's In-Line Transfer Points are Compressor Stations 7, 8, and 11.

"Internet website" shall mean the Uniform Resource Locator (URL) of Transporter's Electronic Communication Mechanism on the Internet at <http://fgttransfer.energytransfer.com>.

"Joint Action Agency" shall mean a Shipper whose capacity entitlement consists of Public Agencies' aggregated capacity pursuant to Section 11 of Rate Schedules FTS-1, FTS-3, FTS-WD and/or FTS-WD-2.

"Market Area" shall mean the area east of Transporter's Mile Post 238.6 located at the Alabama-Florida border.

"MCF" shall mean one thousand (1,000) cubic feet of gas.

"MMBtu" shall mean a million Btu and shall be deemed equivalent to one Dekatherm.

"Month" shall mean a period beginning on the first day and ending on the last day of the calendar month.

"NAESB" shall mean the North American Energy Standards Board.

"NAESB Standards" shall mean the standards issued by NAESB and adopted by the Federal Energy Regulatory Commission.

"Negotiated Rate" shall mean the rate agreed to by Shipper and Transporter which may be less than, equal to or greater than the Maximum Rate as set forth on the Currently Effective Rates for the applicable Rate Schedule but shall not be less than the Minimum Rate as set forth on the Currently Effective Rates for the applicable Rate Schedule. The Negotiated Rate may be based on a rate design other than straight fixed variable and may include a minimum quantity.

"NGA" shall mean the Natural Gas Act of 1938, as amended.

"NIOSH" shall mean National Institute for Occupational Safety and Health.

"Parties" shall include Transporter and Shipper, and Shipper's Designee(s) or Agent(s), if applicable.

"Point of Delivery" or "Delivery Point" shall mean the point at the connection of the facilities of Transporter and of a downstream third party facility at which the gas leaves the outlet side of the measuring equipment of Transporter and enters Shipper's distribution system or Shipper's transmission lateral connected to such system. Unless otherwise specified, this term shall also include In-Line Transfer Points.

"Point of Interest (POI) number" shall mean the identifying number for a specific Point of Delivery or Point of Receipt on Transporter's system.

"Point of Receipt" or "Receipt Point" shall mean the point at which gas is received by Transporter into Transporter's system from an upstream source or facility. Unless otherwise specified, this term shall also include In-Line Transfer Points. A listing of existing receipt points is set forth on Transporter's Internet website.

"Primary Capacity Path(s)" shall mean the path(s) between the Primary Receipt Point(s) and the Primary Delivery Point(s), as set forth in a Shipper's base firm transportation contract, including mainline and lateral portions of the pipeline, regardless of direction of flow, as amended by capacity release transactions. Transporter shall post on its Internet website a pipeline map that can assist a Shipper in determining whether its Primary Capacity Path(s) is (are) located on the east leg mainline, on the west leg mainline, or both, within Transporter's Market Area. Transporter's Internet website shall promptly post all filings and notices of filings that may result in changes to the Primary Capacity Path of any Shipper. Transporter shall promptly notify Shippers of any material change in the east leg mainline and west leg mainline in a tariff filing.

"Primary Delivery Point(s)" shall mean those Delivery Point(s) listed on Exhibit B of Shipper's FTS-1, FTS-3, SFTS, FTS-WD or FTS-WD-2 Service Agreement or a Historic Rate Schedule FTS-2 Service Agreement which are assigned an MDQ.

"Primary Receipt Point(s)" shall mean those Point(s) of Receipt listed in Exhibit A of Shipper's FTS-1, FTS-3, SFTS, FTS-WD or FTS-WD-2 Service Agreement or a Historic Rate Schedule FTS-2 Service Agreement which are assigned an MDQ. Primary Receipt Point(s) are also deemed to include In-Line Transfer Points to the extent set forth in Section 8 of the FTS-1, FTS-3, SFTS, FTS-WD and FTS-WD-2 Rate Schedules.

"Public Agency" shall mean an entity which is a Shipper and which is also a political subdivision or agency of the State of Florida, including, but not limited to, state government, county, city, school district, single and multipurpose special district, single and multipurpose public authority, and metropolitan or consolidated government.

"Receipt Gas Day" shall mean a period of 24 consecutive hours beginning and ending at 9:00 a.m. Central Clock Time.

"Receipt Month" shall mean a period beginning at 9:00 A.M. Central Clock Time on the first day of any calendar month and ending at 9:00 A.M. Central Clock Time on the first day of the next succeeding calendar month.

"Release" shall mean a relinquishment of firm capacity right(s) by a Shipper pursuant to Section 18 of these General Terms and Conditions.

"Renewable Natural Gas" or "RNG" shall mean a portion of Biogas that has been processed in order to be deliverable into Transporter's system to meet Transporter's gas quality standards and specifications. Sources may include non-hazardous landfill gas, dairies or feedlots, publicly-owned treatment works, sewage treatment plants, or waste water plants.

"Reticulated Areas" shall mean the areas on or served from a portion of Transporter's system in which the direction of gas flow changes from time to time. Such point(s) are shown in Section 31 of the General Terms and Conditions, and Transporter shall post a map on its Internet website identifying the points located within each Reticulated Area. Any changes in Reticulated Areas shall be described by Transporter in a tariff filing and promptly posted on a map on its Internet website.

"RNG Receipt Point" shall mean a Receipt Point installed by Transporter for the express purpose of receiving RNG directly into Transporter's system.

"ROFR" shall mean the Right of First Refusal pursuant to Section 20 of the General Terms and Conditions.

"Sales Division" shall mean the division of Florida Gas Transmission Company, LLC making sales under the blanket sales certificate issued to Florida Gas Transmission Company under Order No. 636.

"Service Year" shall mean a period of time beginning on October 1 of each year and ending at the next succeeding September 30.

"Segmented Transaction" shall mean segmentation either by capacity release or through the nomination process.

"Supply Area" shall mean Transporter's facilities outside of the State of Florida.

"Tax" or "Taxes" shall mean any tax, fee, charge or assessment and shall include, but not be limited to, occupation, production, severance, gathering transportation, pipeline, footage, sales or other excise tax or tax of similar nature now or hereafter imposed by any lawful authority upon Transporter whether under direct imposition by Federal, State or local authorities or pursuant to the terms of any present or future contract.

"TECM" shall mean Transporter's Transactional Electronic Communications Mechanism pursuant to Section 9 of the General Terms and Conditions.

"Transporter" or "Transportation Service Provider (TSP)" shall mean Florida Gas Transmission Company, LLC, the party receiving gas at the Receipt Points and transporting quantities to the Points of Delivery.

"Transporting Pipeline" shall mean any third party pipeline system on which Transporter holds firm transportation rights and which it has authorization to treat as an extension of Transporter's system for the purpose of providing transportation service. (The only pipeline that currently meets this definition is Southern Natural Gas Company.)

"Western Division" shall mean the area west of Transporter's Mile Post 238.6 located at the Alabama-Florida border and all facilities of Transporter not located in the state of Florida. Western Division shall also include noncontiguous supply laterals.

"Working day" shall mean "Business Days" as such term is defined in the NAESB Standards and shall include the days Monday through Friday, exclusive of Federal Banking Holidays, unless notified otherwise. A listing of such holidays shall be posted on Transporter's Internet website each December 15 for the following calendar year.

"Written" or "in writing" or any other combination of words indicating a requirement that a document be in a physically written form shall include any service agreement, amendment to a service agreement, or any other contract or document which has been electronically executed pursuant to the procedures established by Transporter.

"Year" shall mean a period of a calendar year commencing on January 1st and ending on December 31st.

GENERAL TERMS AND CONDITIONS

2. QUALITY

- A. Natural gas is a naturally occurring hydrocarbon gas mixture consisting primarily of methane, but commonly including varying amounts of other higher alkanes.

Gas delivered by Shipper or for its account into Transporter's pipeline system at receipt points shall conform to the following quality standards:

1. shall be free from objectionable odors, solid matter, dust, gums, and gum forming constituents, or any other substance which might interfere with the merchantability of the gas stream, or cause interference with proper operation of the lines, meters, regulators, or other appliances through which it may flow;
2. shall contain not more than seven (7) pounds of water vapor per one thousand (1,000) MCF;
3. shall contain not more than one quarter (1/4) grain of hydrogen sulphide per one hundred (100) cubic feet of gas;
4. shall contain not more than ten (10) grains of total sulphur per one hundred (100) cubic feet of gas, unless otherwise provided in Section 2.B.7;
5. shall contain not more than two percent (2%) by volume of carbon dioxide or a combined total three percent (3%) by volume of carbon dioxide and/or nitrogen;
6. shall contain not more than one quarter percent (1/4%) by volume of oxygen;
7. shall have a temperature of not more than one hundred twenty (120) degrees Fahrenheit;
8. shall have a Btu content of not less than one thousand (1000) Btu per cubic foot, unless otherwise provided in Section 2.C.1; ~~and,~~
9. shall have no carbon dioxide, oxygen or nitrogen injected as a dilutant;
10. shall not contain any toxic or hazardous substance in concentrations which, in the normal use of gas, may be hazardous to health, injurious to pipeline facilities, or be a limit to merchantability or be contrary to applicable government standards; and,
11. shall not contain any microbiological organism, active bacteria or bacterial agent capable of causing or contributing to: (i) injury to Transporter's pipelines, meters, regulators, or other facilities and appliances through which gas flows or (ii)

interference with the proper operation of Transporter's facilities. Microbiological organisms include, but are not limited to, sulfate reducing bacteria (SRB), iron oxidizing bacteria (IOB) and acid producing bacteria (APB). When bacteria or microbiological organisms are considered to be possibly present in gas, upon Transporter's request, Shippers desiring to nominate such gas shall test, or request the point operator or applicable upstream party to test, such gas for bacteria or bacterial agents utilizing the American Petroleum Institute test method API-RP38, Environmental Protection Agency Method 5 or other acceptable test method as determined by Transporter and the applicable party. Transporter will not be obligated to receive gas from such points if such testing is not complete and/or the test results are not acceptable to Transporter.

- B. Gas delivered into Transporter's pipeline system at point(s) of receipt in Transporter's Market Area shall, in addition to the provisions contained in Section 2.A.1 through 2.A.11, conform to the following quality standards:
1. shall have a methane composition of not less than eighty-five (85) mole percent;
 2. shall have an ethane composition of not more than ten (10) mole percent;
 3. shall have a combined composition of not more than one and two tenths (1.2) mole percent of isobutane and normal butane and pentanes and heavier hydrocarbons; and a Hydrocarbon Dew point not to exceed 25 degrees Fahrenheit;
 4. shall have a minimum temperature, and a physical means to maintain such minimum temperature; such minimum temperature to be determined on a case-by-case basis, considering the pipeline operating conditions at, and downstream of, the receipt location, such as: (i) gas flow and the ability to blend gas streams, (ii) the magnitude of the pressure drop at the point of the interconnection, and (iii) any potentially adverse impact to, or unsafe condition on, Transporter's or customers' facilities downstream of the interconnection, such as those occurring from the receipt of excessively cold gas or liquid hydrocarbon fallout;
 5. shall have a Btu content of not more than eleven hundred and ten (1110) Btu per cubic foot;
 6. shall have a Wobbe Index absolute limit from 1320 to 1396 (calculated using Higher Heating Value (HHV), dry, under standard conditions at 14.73 psia at 60 degrees Fahrenheit) based on the following mathematical definition and in accordance with Section 4 of these GT&C;

HHV/SQRT SGgas

Where:

HHV = Higher Heating Value (Btu/scf)

SG_{gas} = Specific Gravity
Sqrt = Square Root of

and shall be subject to a limitation on the rate of change of two percent (2%) of Wobbe per six-minute interval; and,

7. shall contain not more than two (2) grains of total sulphur per one hundred (100) cubic feet of gas.

C. Renewable Natural Gas (RNG), which may come from a variety of sources, including but not limited to: (1) landfills, excluding Hazardous Waste Landfills as defined in Section 2.C.3, (2) dairies and feedlots (Organic Biomass) and (3) publicly-owned treatment works, sewage treatment plants, or waste water plant (POTW). RNG delivered into Transporter's pipeline system at Point(s) of Receipt shall, in addition to the provisions contained in Sections 2.A and 2.B, conform to the following quality standards:

1. shall have a Btu content of not less than nine hundred fifty (950) Btu per cubic foot;
2. shall be evaluated on a case by case basis, considering the pipeline operating conditions at and downstream of the receipt location, such as, but not limited to (i) the ability to sufficiently blend the RNG gas streams in order to meet the minimum Btu per cubic foot requirement contained in Section 2.A.8, (ii) the prevention of any potentially adverse impact to, or unsafe operating conditions on, Transporter or any Shipper's facilities downstream of the RNG Receipt Point, and (iii) the avoidance of any requirement to modify any existing environmental or other permits such as, without limitation, those required to operate Transporter's compression facilities;
3. Transporter prohibits the delivery of RNG to Transporter from any landfill permitted under the Resource Conservation and Recovery Act Subtitle C (42 U.S.C. § 6921 – 6932), whether by the United States Environmental Protection Agency or a state under a program authorized by the United States Environmental Protection Agency (Hazardous Waste Landfills). The RNG producer and/or operator (RNG Operator) of a RNG Receipt Point into Transporter's system shall not knowingly supply or cause to be supplied RNG from a Hazardous Waste Landfill. It is the responsibility of RNG Operator of the RNG Receipt Point to disclose whether the landfill providing RNG is a Hazardous Waste Landfill, has ever been a Hazardous Waste Landfill, or has ever accepted material that would require permitting as a Hazardous Waste Landfill. A Hazardous Waste Landfill includes all continuous land and structures, and other appurtenances and improvements, on the land used for the treatment, transfer, storage, resource recovery, and disposal or recycling of hazardous waste. RNG Operator of a RNG Receipt Point delivering RNG into Transporter's system shall certify in writing to Transporter that the RNG is not being produced from landfill gas collected from a Hazardous Waste Landfill before delivering the RNG into Transporter's pipeline system; and

4. shall contain not more than the permissible limits specified in the RNG Quality Specifications Table below:

<u>Constituent</u>	<u>Permissible Limits mg/m³ (PPMv)</u>	<u>Landfill/POTW</u>	<u>Organic Biomass</u>	<u>Testing Methods[‡]</u>
<u>Alkyl Thiols (Mercaptans)</u>	<u>(610)</u>	<u>Periodic</u>	<u>Periodic</u>	<u>ASTM D6228</u>
<u>Ammonia</u>	<u>7 (10)</u>	<u>Periodic</u>	<u>Periodic</u>	<u>NIOSH 3800</u>
<u>Antimony</u>	<u>30 (6.1)</u>	<u>Periodic</u>		<u>NIOSH 7303</u>
<u>Arsenic</u>	<u>0.48 (0.15)</u>	<u>Periodic</u>		<u>NIOSH 7303</u>
<u>Copper</u>	<u>3 (1.2)</u>	<u>Periodic</u>		<u>NIOSH 7303</u>
<u>Ethyl benzene</u>	<u>650 (150)</u>	<u>Periodic</u>	<u>Periodic</u>	<u>EPA TO-14A, TO-15</u>
<u>Hydrogen</u>	<u>0.1% (1000)</u>	<u>Periodic</u>	<u>Periodic</u>	<u>ASTM D1945</u>
<u>Lead</u>	<u>3.8 (0.44)</u>	<u>Periodic</u>		<u>NIOSH 7303</u>
<u>Mercury</u>	<u>0.08 (0.0094)</u>	<u>Periodic</u>		<u>NIOSH 6009</u>
<u>Methacrolein</u>	<u>53 (18)</u>	<u>Periodic</u>		<u>EPA TO-15</u>
<u>n-Nitroso-di-n-propylamine</u>	<u>0.81 (0.15)</u>	<u>Periodic</u>	<u>Periodic</u>	<u>EPA 3542, 8270</u>
<u>p-Dichlorobenzene</u>	<u>140 (24)</u>	<u>Periodic</u>		<u>EPA TO-14A, TO-15</u>
<u>Microbiological Organisms (APB, SRB, IOB)</u>	<u>100 colonies/ml liquid</u>	<u>Periodic</u>	<u>Periodic</u>	<u>Tariff Section 2.A.11</u>
<u>Siloxanes</u>	<u>0.1 mg Si / m³</u>	<u>Continuous</u>		<u>ASTM D8230</u>
<u>Toluene</u>	<u>45,000 (12,000)</u>	<u>Periodic</u>	<u>Periodic</u>	<u>EPA TO-14A, TO-15</u>
<u>Vinyl Chloride</u>	<u>21 (8.3)</u>	<u>Periodic</u>		<u>EPA TO-14A, TO-15</u>

[‡] Alternate Testing Methods may be used if deemed by Transporter to be equivalent to the above listed methods.

5. Transporter’s interconnection agreement with respect to receipts of RNG will provide that the interconnecting party shall indemnify Transporter of any loss, cost, damage, expense, claim, suit, action or proceeding incurred by Transporter as a direct or indirect result of a failure of the interconnecting party to comply with the quality standards in Sections 2.A, 2.B and 2.C for gas delivered into Transporter’s system at Points of Receipt covered by such interconnection agreement, except to the extent such loss, cost, damage, expense, claim, suit, action or proceeding is the result of Transporter’s negligence, bad faith or willful misconduct or is the direct result of Transporter’s deliberate decision to take such nonconforming gas provided that Transporter had full knowledge of the extent and nature of such nonconformity.

D. RNG to be delivered to and transported on Transporter’s pipeline system by an RNG Operator shall be subject to periodic testing and continuous monitoring based on the source of the RNG. The testing procedures outlined below may be revised as necessary.

and as determined by Transporter in its sole discretion, to meet the requirements of applicable laws, regulation or legal authority, and public health and safety obligations as promulgated by governmental authorities, including, without limitation, the Pipeline Hazardous Materials Safety Administration and the Occupational Safety and Health Administration.

RNG Operator and Transporter shall undertake the testing procedures set forth in this section to ensure that RNG to be received by Transporter meets the applicable gas quality standards contained in Sections 2.A, 2.B and 2.C.

Transporter may, in its sole discretion, immediately shut-in all RNG supply if any test results do not comply with the gas quality standards contained in Sections 2.A, 2.B and 2.C.

1. Testing Procedures

Testing by RNG Operator shall be performed to assess whether the RNG conforms to gas quality limits and the Transporter's RNG Quality Specifications Table in Section 2.C.4 using two methods, lab testing or onsite analysis. Both methods shall be utilized during Pre-Injection Testing and Periodic Testing. Onsite analysis shall be utilized during Continuous Sampling.

RNG Operator and Transporter shall reasonably agree upon one or more independent, certified third-party lab(s) (approved laboratory) and testing protocols that the RNG Operator shall employ for sampling and lab testing. The costs associated with Pre-Injection Testing, Periodic Testing, and if applicable, Continuous Sampling by RNG Operator; and any required retesting or expedited testing, are the sole responsibility of RNG Operator.

Transporter shall be notified three (3) business days in advance of the RNG sampling for lab testing and have the option to observe the samples being taken. Test results shall be shared with Transporter within five (5) calendar days of the test results being received by RNG Operator. RNG shall not enter Transporter's pipeline system until results have been verified and accepted by Transporter, provided that Transporter shall not unreasonably withhold, delay or condition such verification and acceptance.

Transporter, in its sole judgement, may request additional testing at any time with reasonable advance notice if Transporter has a concern with the RNG quality or sampling results within thirty (30) days after receipt of the initial test results. The cost of such testing shall be borne by RNG Operator if such testing demonstrates that any contaminant exists in concentrations above acceptable limits. If, after such testing, the contaminants are determined to exist in concentrations below acceptable limits, then the cost of the testing shall be borne by Transporter. RNG Operator shall notify Transporter within ten (10) business days if there is a change in the source or size of the facility generating the RNG. When such changes

occur, the RNG shall be treated as a new source and all constituents must be reconfirmed.

Transporter shall have the right to share all test results of the RNG to third parties.

a. Pre-Injection Testing

RNG Operator shall extract two (2) samples for laboratory testing and Transporter shall confirm the test results are within the gas quality limits in the RNG Quality Specifications Table in Section 2.C.4 for that RNG source prior to the receipt of RNG into Transporter's pipeline system. The first sample shall be extracted within forty-five (45) days prior to initial flow in Transporter's pipeline system. The second sample shall be extracted after acceptable test results of the first sample are received and with adequate days to receive the second test results prior to initial flow into Transporter's pipeline system.

If during Pre-Injection Testing, there are any results exceeding the applicable gas quality limits, the RNG will not be received into Transporter's pipeline system. RNG Operator shall make necessary modifications and, after review of such modifications by Transporter, may request a restart of Pre-Injection Testing.

If both test results are within Transporter's gas quality limits, RNG may be received into Transporter's pipeline system.

b. Periodic Testing

Once the RNG is allowed to be received into Transporter's pipeline system, RNG Operator is required to perform the required periodic testing outlined below (i.e., Monthly Testing, Quarterly Testing and Annual Testing) in order for the RNG to continue to be received into Transporter's pipeline system. RNG Operator shall procure and furnish all materials, equipment, supplies, services and labor required for Periodic Testing extraction and analysis. RNG samples shall be extracted for laboratory analysis at a sample point upstream of the RNG Receipt Point. The sample point shall be an inline probe and shall be separate from the sample point used for Continuous Sampling. Samples shall be collected by RNG Operator using Transporter approved industry standard testing methods. With regards to sampling, the methods, apparatus, collection devices, expiration times and chain of custody procedures shall conform to the applicable industry standards and laboratory requirements. Samples shall be sent by RNG Operator to the approved laboratory for analysis. As stated above in Section 2.D.1, all test results will be shared with Transporter within five (5) calendar days of the test results being received by RNG Operator. RNG Operator shall be responsible for all costs associated with such testing.

i. **Monthly Testing**

Following successful Pre-Injection Testing, RNG Operator shall conduct Monthly Testing, one (1) lab test every calendar month, not to exceed forty-five (45) calendar days between tests, to confirm compliance with the gas quality limits applicable to the RNG source, as stated in the RNG Quality Specifications Table in Section 2.C.4. The first Monthly Test shall be completed no later than thirty (30) calendar days after the successful completion date of the Pre-Injection Testing.

If all the test results are within Transporter's gas quality limits during Monthly Testing for three (3) consecutive tests, RNG Operator may transition to Quarterly Testing.

Transporter may, in its sole discretion, waive some or all of the requirements in the Monthly Testing procedure.

ii. **Quarterly Testing**

Following successful Monthly Testing as outlined above, RNG Operator shall conduct Quarterly Testing, one (1) lab test in every third calendar month, not to exceed one hundred five (105) calendar days between tests, to confirm compliance with the gas quality limits identified for the RNG source, as stated in the RNG Quality Specifications Table in Section 2.C.4. The first Quarterly Test shall be completed no later than ninety (90) calendar days after the date of the last successful Monthly Test.

If Transporter and RNG Operator mutually agree to transition from Quarterly Testing to Annual Testing, RNG Operator may transition to Annual Testing if all test results are within Transporter's gas quality limits during Quarterly Testing for three (3) consecutive tests. Otherwise, Transporter and RNG Operator shall mutually agree to remain on a Quarterly Testing timeline, with one (1) lab test in every third calendar month, not to exceed one hundred five (105) calendar days between tests.

Transporter may, in its sole discretion, waive some or all of the requirements in the Quarterly Testing procedure.

iii. **Annual Testing**

If Transporter and RNG Operator mutually agree to transition to Annual Testing after successful Quarterly Testing, RNG Operator shall conduct one (1) lab test per calendar year, not to exceed

thirteen (13) months between tests, to confirm compliance with the gas quality limits identified for the RNG source, as stated in the RNG Quality Specifications Table in Section 2.C.4. The first Annual Test shall be completed no later than three hundred sixty-five (365) calendar days after the date of the last successful Quarterly Test.

Transporter may, in its sole discretion, waive some or all of the requirements in the Annual Testing procedure.

In the event of unsuccessful test results during any of the Periodic Testing – Monthly, Quarterly or Annual – testing shall revert back to Monthly Testing.

c. Continuous Sampling

Unless otherwise agreed upon, Transporter shall own, operate and provide maintenance of the gas quality equipment required for custody transfer measurement, and RNG Operator shall own, operate and provide maintenance for all additional required analyzers for Continuous Sampling. Selection of which constituents and the method/equipment types used for Continuous Sampling shall be made on a case by case basis primarily depending on the constituent concentrations encountered. Periodic Testing shall be required for constituents shown in the RNG Quality Specifications Table in Section 2.C.4 even if the constituents are continuously monitored.

If, during Continuous Sampling, results are found to not comply with the gas quality limits set forth in Sections 2.A, 2.B and 2.C during successive tests, Transporter shall notify RNG Operator to conform with such operating parameters or to submit to Transporter a plan of action to conform with such operating parameters that is acceptable to Transporter in its sole discretion. Transporter retains the right to refuse to accept any deliveries of natural gas not meeting any of the said requirements or operating procedures. In the event a station shut-in is required, the RNG supply will remain shut-in until RNG Operator has made necessary modifications and/or Transporter has conducted a threat assessment of the impacted pipe segment to determine the appropriate response.

Transporter may, in its sole discretion, waive some or all of the requirements in the Continuous Sampling procedure.

- EE.** Transporter may refuse to accept any gas which fails to conform with the quality standards itemized in Sections 2.A, ~~and 2.B~~ and 2.C above. Transporter, in its reasonable discretion exercised on a not unduly discriminatory basis, may waive the quality standards for gas delivered into its pipeline system at receipt points, provided that such waiver will not affect

Transporter's ability to maintain an acceptable gas quality in its pipeline and adequate service to its customers consistent with the applicable Rate Schedule and these General Terms, including (without limitation) Section 2.~~D-F~~ below. Such waiver will not be effective unless in writing and signed by an authorized representative of Transporter.

~~D-F~~. The gas delivered by Transporter to Shipper shall conform to the following standards:

1. The gas shall be natural gas, or its equivalent as provided for in Section 2.~~D-F~~.3 below, from the sources of supply attached or delivered to Transporter's pipeline system; provided however, that moisture, impurities, helium, natural gasoline, butane, propane, and other hydrocarbons or other substances, may be removed prior to delivery to Shipper. Nothing herein shall restrict Shipper's right to remove any merchantable products prior to delivery into Transporter's system by or for the account of Shipper. Further, nothing herein shall prevent Shipper from making arrangements for the processing of Shipper's gas on Transporter's system (nor, in the event such arrangements are made, from designating a processing plant as the Delivery Point for the MMBtu attributable to processed liquefiables). Transporter may subject or permit the subjection of the gas to compression, heating, cooling, cleaning or other processes, which are not substantially detrimental to the merchantability of the gas stream.
2. To the extent Shippers conform with requirements hereof, the gas shall have a total heating value of not less than one thousand (1000) Btu per cubic foot of dry gas, and be reasonably free of moisture, objectionable liquids and solids so as to be merchantable upon delivery to Shipper, and shall contain not more than two hundred (200) grains of total sulphur, nor more than fifteen (15) grains of hydrogen sulphide, per MCF. The gas may contain an odorant at the point of delivery, but it is the responsibility of the customer to monitor and maintain any required odorant levels after the point of delivery.
3. Transporter may utilize gas from any standby equipment to effectuate deliveries provided the gas shall be reasonably equivalent to the gas delivered to Transporter by or for the account of Shipper hereunder, and adopted for use by Shipper's consumers without the necessity of making adjustments to fuel-burning equipment.