



**Transcontinental Gas Pipe Line
Company, LLC**
2800 Post Oak Boulevard (77056)
P.O. Box 1396
Houston, Texas 77251-1396
(713) 215-2000

June 29, 2016

Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

Attention: Kimberly D. Bose, Secretary

Re: Transcontinental Gas Pipe Line Company, LLC
Rock Springs Expansion Project
Negotiated Rate Service Agreement Containing
Non-Conforming Provisions
Docket No. RP16-

Ladies and Gentlemen:

Pursuant to Section 4 of the Natural Gas Act (“NGA”) and Part 154 of the Federal Energy Regulatory Commission’s (“Commission”) regulations thereunder, Transcontinental Gas Pipe Line Company, LLC (“Transco”) submits for filing with the Commission a copy of a negotiated rate service agreement under Rate Schedule FT dated April 21, 2015 that contains non-conforming language (Contract No. 9188870, “Agreement”). The Agreement, between Transco and Old Dominion Electric Cooperative (“ODEC”), is effective on August 1, 2016, the anticipated in-service date of Transco’s Rock Springs Expansion Project.¹

Transco hereby submits the Agreement for inclusion in Transco’s FERC Gas Tariff, Original Volume No. 1A.

Statement of Nature, Reasons and Basis for Filing

Negotiated Rates

On March 19, 2015, the Commission issued an “Order Issuing Certificate” in Docket No. CP14-504-000 (“March 19 Order”), which authorized Transco to construct and operate the Rock

¹ Transcontinental Gas Pipe Line Company, LLC, 150 FERC ¶ 61,205 (2015).

Springs Expansion Project (“Project”) to provide 192,000 dekatherms per day (“dt/day”) of incremental firm transportation from Transco’s Station 210 Zone 6 Pool in Mercer County, New Jersey to ODEC’s new Wildcat Point Generation Facility in Cecil County, Maryland. ODEC elected to pay a negotiated rate for the Project capacity.

Accordingly, pursuant to the Commission’s negotiated rate policies and Transco’s negotiated rate tariff provisions approved by the Commission, and Ordering Paragraph D of the March 19 Order,² Transco submits the Agreement for filing with the Commission.

Non-Conforming Provisions

Sections 154.1(d) and 154.112(b) of the Commission’s regulations require pipelines to file with the Commission contracts that “deviate in any material aspect from the form of service agreement” in the pipeline’s tariff and require that such non-conforming agreements be referenced in the pipeline’s tariff.³ The Agreement includes the following provisions in Exhibit C, “Specification of Negotiated Rate and Term” that do not conform to Exhibit C of the Form of Service Agreement for use under Rate Schedule FT in Transco’s Volume No. 1 Tariff:

Seller will agree, upon written request by Buyer at least seven (7) months prior to the end of the Primary Term, to extend the term of this Service Agreement for an additional five (5) year period (“First Term Extension”) at the TCQ in effect during the Primary Term and, at the sole election of Buyer, at either (A) the Negotiated Rate, or (B) the total maximum recourse reservation rates and all electric power unit rates, commodity rates and surcharges, all as applicable under Rate Schedule FT of Seller’s FERC Gas Tariff, as the same may be revised from time to time, for firm transportation service under the Rock Springs Project (collectively, the “Recourse Rate”).

Seller will agree, upon written request by Buyer at least (7) months prior to the end of the First Term Extension, to extend the term of this Service Agreement for a second additional term (“Second Term Extension”) of at least one (1) year at the TCQ in effect during the First Term Extension and at the sole election of Buyer, at either (A) the Negotiated Rate, or (B) the applicable Recourse Rate.

If during the term of the Rock Springs Project Precedent Agreement and the first five (5) years of the Service Agreement, Seller provides to any customer similarly situated to Buyer firm transportation service through the Rock Springs Project from the point of receipt set forth on Exhibit A hereto to any point of delivery on

² Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Services of Natural Gas Pipelines (Alternative Rate Policy Statement), 74 FERC ¶ 61,076, reh’g and clarification denied, 75 FERC ¶ 61,024 reh’g denied, 75 FERC ¶ 61,066 (1996); Transcontinental Gas Pipe Line Corp., 76 FERC ¶ 61,318 (1996); and Section 3.5 of Transco’s Rate Schedule FT.

³ Transco will submit in a separate filing a revised tariff record that adds the Agreement to the list of non-conforming agreements in Transco’s Volume No. 1 Tariff.

Seller's Rock Springs Lateral at a rate less than the rate agreed to between Seller and Buyer, then, provided that Buyer has not permanently released and assigned the capacity under this Service Agreement, Seller shall offer Buyer the same rate provided to such similarly situated customer for that quantity and term of service under this Service Agreement equal to that quantity and term of service to which the similarly situated customer's rate applies. This paragraph shall survive the Rock Springs Project Precedent Agreement and shall be effective for the first five (5) years of the Primary Term. The provisions of this paragraph shall inure to the benefit of any successor or permitted assign of Buyer.

Section 44 of the General Terms and Conditions ("GT&C") of Transco's Tariff permits Transco and a customer to mutually agree to an extension of the term of a service agreement, and Section 53 of the GT&C, Section 3.5 of Rate Schedule FT, and Section 1 of Article V of the Agreement permit Transco and a customer to agree to a negotiated rate and specified term for that rate. Therefore, the term extension agreement and negotiated rate applicable thereto as set forth in the foregoing provisions are consistent with Transco's Vol. 1 Tariff.⁴

The "most favored nation" provisions in the third paragraph constitute a permissible deviation from Transco's form of service agreement. These provisions are limited solely to rates, do not give ODEC any priority to capacity, and do not adversely affect the rights of other shippers. The Commission has found similar provisions to be a permissible material deviation.⁵

Transco requests that the Commission approve the non-conforming provisions described above because the deviations do not result in ODEC's receiving a different quality of service from other shippers, nor do they constitute a substantial risk of undue discrimination against other shippers.

Transco has attached a red-lined version of the Agreement identifying the provisions modified from Transco's Form of Service Agreement under Rate Schedule FT. The modifications contained in the attached Agreement are identical to the red-lined provisions set forth above.

Proposed Effective Date and Waiver

Transco respectfully requests that the Commission approve the Agreement effective August 1, 2016, the anticipated in-service date of the Rock Springs Expansion Project.

⁴ The Commission has found similar term extension provisions to be a permissible material deviation. See, e.g., Transcontinental Gas Pipe Line Co., LLC, (Docket No. RP15-987-000 order issued June 10, 2015) (unpublished letter order).

⁵ See, e.g., Gulfstream Natural Gas System, L.L.C., 101 FERC ¶ 61,036 at 61,125 (2002), order on reh'g, 101 FERC ¶ 61,368 at 62,539 (2002); Gulf South Pipeline Co., L.P., 115 FERC ¶ 61,123 at 61,446 (2006); Transcontinental Gas Pipe Line Co., LLC, (Docket No. RP10-500-000 order issued April 15, 2010) (unpublished letter order); and Transcontinental Gas Pipe Line Co., LLC, (Docket No. RP10-568-000 order issued April 26, 2010) (unpublished letter order).

Materials Submitted Herewith

In accordance with Section 154.7(a)(1) of the Commission's regulations, the following material is submitted herewith:

An eTariff XML filing package, filed as a zip (compressed) file, containing:

- (1) A copy of the executed Agreement submitted as a whole document in PDF format;
- (2) A transmittal letter in PDF format;
- (3) A "redlined" version of the Agreement; and
- (4) A copy of the complete filing in PDF format for publishing in eLibrary.

Posting and Certification of Service

In accordance with the provisions of Section 154.2(d) of the Commission's regulations, copies of this filing are available for public inspection, during regular business hours, in a convenient form and place at Transco's main office at 2800 Post Oak Boulevard in Houston, Texas. In addition, Transco is serving copies of the instant filing to its affected customers, interested State Commissions, and other interested parties.

Any communication regarding this filing should be sent to:

David A. Glenn
Senior Counsel
Transcontinental Gas Pipe Line Company, LLC
P.O. Box 1396
Houston, Texas 77251
(713) 215-2341
Email: david.a.glenn@williams.com

Respectfully submitted,
TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC

By  _____
Charlotte Hutson
Director, Rates & Regulatory
(713) 215-4060
Email: charlotte.a.hutson@williams.com

Transcontinental Gas Pipe Line Company, LLC
FERC NGA Gas Tariff
Original Volume No. 1A

Effective Date: August 1, 2016

Contract No. 9188870 – Old Dominion Electric Cooperative
FT Agreement dated 4/21/15

Version 0.0.0

Option Code: A

**FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule FT)**

THIS AGREEMENT entered into this 21st day of April, 2015, by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller," first party, and OLD DOMINION ELECTRIC COOPERATIVE, hereinafter referred to as "Buyer," second party,

WITNESSETH

WHEREAS, by order issued March 19, 2015, in Docket No. CP14-504-000, the Federal Energy Regulatory Commission ("FERC") has authorized Seller's Rock Springs Expansion Project (the "Rock Springs Project"); and

WHEREAS, the Rock Springs Project will include the construction and operation of incremental facilities on Seller's mainline system and a new pipeline lateral from Seller's mainline at or near milepost 1682.68 in Lancaster County, Pennsylvania to Buyer's proposed Wildcat Point Generation Facility in Cecil County, Maryland (such lateral is referred to herein as Seller's "Rock Springs Lateral") and will add 192,000 dt per day of incremental firm transportation capacity to Seller's system by a proposed in-service date of August 1, 2016; and

WHEREAS, Buyer has requested firm transportation service under the Rock Springs Project and has executed the Precedent Agreement for Firm Transportation Service under Rock Springs Expansion Project with Seller ("Rock Springs Project Precedent Agreement"), dated August 27, 2013, for such service; and

WHEREAS, Seller is willing to provide the requested firm transportation for Buyer under the Rock Springs Project pursuant to the terms of this service agreement and the Rock Springs Project Precedent Agreement.

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
GAS TRANSPORTATION SERVICE

1. Subject to the terms and provisions of this agreement and of Seller's Rate Schedule FT, Buyer agrees to deliver or cause to be delivered to Seller gas for transportation and Seller agrees to receive, transport and redeliver natural gas to Buyer or for the account of Buyer, on a firm basis, up to a Transportation Contract Quantity ("TCQ") of 192,000 dt per day.

2. Transportation service rendered hereunder shall not be subject to curtailment or interruption except as provided in Section 11 and, if applicable, Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff.

ARTICLE II
POINT(S) OF RECEIPT

Buyer shall deliver or cause to be delivered gas at the point(s) of receipt hereunder at a pressure sufficient to allow the gas to enter Seller's pipeline system at the varying pressures that may exist in such system from time to time; provided, however, the pressure of the gas delivered or caused to be delivered by Buyer shall not exceed the maximum operating pressure(s) of Seller's pipeline system at such point(s) of receipt. In the event the maximum operating pressure(s) of Seller's pipeline system, at the point(s) of receipt hereunder, is from time to time increased or decreased, then the maximum allowable pressure(s) of the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be correspondingly increased or decreased upon written notification of Seller to Buyer. The point(s) of receipt for natural gas received for transportation pursuant to this agreement shall be:

See Exhibit A, attached hereto, for points of receipt.

ARTICLE III
POINT(S) OF DELIVERY

Seller shall redeliver to Buyer or for the account of Buyer the gas transported hereunder at the following point(s) of delivery and at a pressure(s) of:

See Exhibit B, attached hereto, for points of delivery and pressures.

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of the later of August 1, 2016 or the date that all of Seller's Rock Springs Project facilities necessary to provide firm transportation service to Buyer have been constructed and are ready for service in compliance with the FERC authorization ("Effective Date") and shall remain in force and effect for a primary term of thirty (30) years from and after the Effective Date ("Primary Term") and (subject to the term extension provisions set forth in Exhibit C) thereafter until terminated by Seller or Buyer upon at least six (6) months written notice; provided, however, this agreement shall terminate immediately and, subject to the receipt of necessary authorizations, if any, Seller may discontinue service hereunder if (a) Buyer, in Seller's reasonable judgment fails to demonstrate creditworthiness, and (b) Buyer fails to provide adequate security in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff.

ARTICLE V
RATE SCHEDULE AND PRICE

1. Buyer shall pay Seller for natural gas delivered to Buyer hereunder in accordance with Seller's Rate Schedule FT and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be legally amended or superseded from time to time. Such rate schedule and General Terms and Conditions are by this reference made a part hereof. In the event Buyer and Seller mutually agree to a negotiated rate pursuant

to the provisions in Section 53 of the General Terms and Conditions and specified term for service hereunder, provisions governing such negotiated rate (including surcharges) and term shall be set forth on Exhibit C to the service agreement.

The credit support provisions set forth in that certain Rock Springs Project Precedent Agreement dated August 27, 2013 (including any amendments thereto) related to this agreement are hereby incorporated herein by reference and made a part of this agreement.

2. Seller and Buyer agree that the quantity of gas that Buyer delivers or causes to be delivered to Seller shall include the quantity of gas retained by Seller for applicable compressor fuel, line loss make-up (and injection fuel under Seller's Rate Schedule GSS, if applicable) in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Statement of Rates and Fuel in Part II, Section 12.1 of this tariff which relates to service under this agreement and which is incorporated herein.

3. In addition to the applicable charges for firm transportation service pursuant to Section 3 of Seller's Rate Schedule FT, Buyer shall reimburse Seller for any and all filing fees incurred as a result of Buyer's request for service under Seller's Rate Schedule FT, to the extent such fees are imposed upon Seller by the Federal Energy Regulatory Commission or any successor governmental authority having jurisdiction.

ARTICLE VI MISCELLANEOUS

1. This Agreement supersedes and cancels as of the effective date hereof the following contract(s): None.

2. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

3. The interpretation and performance of this agreement shall be in accordance with the laws of the State of New York, without recourse to the law governing conflict of laws, and to all present and future valid laws with respect to the subject matter, including present and future orders, rules and regulations of duly constituted authorities.

4. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Notices to either party shall be in writing and shall be considered as duly delivered when mailed to the other party at the following address:

- (a) If to Seller:
Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251

Attention: Camilo Amezcuita, Director Customer Service

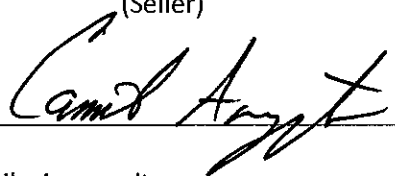
- (b) If to Buyer:
Old Dominion Electric Cooperative
4021 Dominion Boulevard, Suite 300
Glen Allen, Virginia 23060
Attention: Contracts Manager

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party by certified or registered mail.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE LINE
COMPANY, LLC
(Seller)

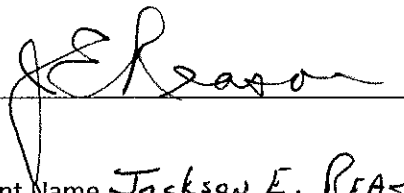
By

 ms
SAH

Camilo Amezcuita
Director, Customer Service

OLD DOMINION ELECTRIC COOPERATIVE
(Buyer)

By



Print Name Jackson E. REASCH

Title President + CEO

Exhibit A

<u>Point(s) of Receipt</u>	<u>Maximum Daily Capacity Entitlement at each Receipt Point (DT/day)*</u>
Seller's Station 210 Zone 6 Pool located on Seller's mainline in Mercer County, NJ at milepost 1776.79	192,000

- * These quantities do not include the additional quantities of gas retained by Seller for applicable compressor fuel and line loss make-up provided for in Article V, 2 of this service agreement, which are subject to change as provided for in Article V, 2 hereof.

Exhibit B

<u>Point(s) of Delivery</u>	Maximum Daily Capacity Entitlement at each <u>Delivery Point(Dt/Day)</u>	<u>Pressure</u>
Buyer's Wildcat Point Generation Facility in Cecil County, MD located at or near milepost 10.5 on the Rock Springs Lateral	192,000	Deliveries of gas at the point of delivery through the "high- pressure run" (which will have a capacity of 151,000 dt/day) shall not be less than 650 pounds per square inch gauge or such other pressures as may be agreed upon in the day- to-day operations of Buyer and Seller. Deliveries of gas at the point of delivery through the "low-pressure run" (which will have a capacity of 45,000 dt/day) shall not be less than 300 pounds per square inch gauge or such other pressures as may be agreed upon in the day- to-day operations of Buyer and Seller. In no event shall the sum of the natural gas deliveries under this service agreement through the "high-pressure run" and the "low-pressure run" on any calendar day exceed the TCQ.

Exhibit C

Specification of Negotiated Rate and Term

Buyer's negotiated reservation rate ("Negotiated Reservation Rate") under this Service Agreement shall be a daily reservation rate of \$0.203 per dt/day.

In addition to the Negotiated Reservation Rate, Buyer shall be responsible for compressor fuel and line-loss makeup retention and shall pay the electric power unit rates, commodity rates and all applicable surcharges set forth in Seller's FERC Gas Tariff for Rate Schedule FT service to Buyer under this Service Agreement as approved by FERC (the Negotiated Reservation Rate and all other rates and charges are collectively referred to herein as the "Negotiated Rate"). The fuel and line-loss makeup retention, electric power unit rates, commodity rates, and applicable surcharges are subject to change from time to time as approved by the FERC, and either party may exercise its statutory rights to effectuate or oppose such changes.

Seller will agree, upon written request by Buyer at least seven (7) months prior to the end of the Primary Term, to extend the term of this Service Agreement for an additional five (5) year period ("First Term Extension") at the TCQ in effect during the Primary Term and, at the sole election of Buyer, at either (A) the Negotiated Rate, or (B) the total maximum recourse reservation rates and all electric power unit rates, commodity rates and surcharges, all as applicable under Rate Schedule FT of Seller's FERC Gas Tariff, as the same may be revised from time to time, for firm transportation service under the Rock Springs Project (collectively, the "Recourse Rate").

Seller will agree, upon written request by Buyer at least (7) months prior to the end of the First Term Extension, to extend the term of this Service Agreement for a second additional term ("Second Term Extension") of at least one (1) year at the TCQ in effect during the First Term Extension and at the sole election of Buyer, at either (A) the Negotiated Rate, or (B) the applicable Recourse Rate.

If during the term of the Rock Springs Project Precedent Agreement and the first five (5) years of the Service Agreement, Seller provides to any customer similarly situated to Buyer firm transportation service through the Rock Springs Project from the point of receipt set forth on Exhibit A hereto to any point of delivery on Seller's Rock Springs Lateral at a rate less than the rate agreed to between Seller and Buyer, then, provided that Buyer has not permanently released and assigned the capacity under this Service Agreement, Seller shall offer Buyer the same rate provided to such similarly situated customer for that quantity and term of service under this Service Agreement equal to that quantity and term of service to which the similarly situated customer's rate applies. This paragraph shall survive the Rock Springs Project Precedent Agreement and shall be effective for the first five (5) years of the Primary Term. The provisions of this paragraph shall inure to the benefit of any successor or permitted assign of Buyer.

Buyer agrees not to file or cause to be filed with the FERC any action, claim, complaint, or other pleading under Section 5 of the NGA, or support or participate in any such proceeding initiated by any other party, requesting a change to or in any way opposing the negotiated rate set forth above.

Seller agrees not to file or cause to be filed with the FERC under Section 4 of the NGA to seek to modify the negotiated rate set forth above.

Redlined Service Agreement

**FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule FT)**

THIS AGREEMENT entered into this 21st day of April, 2016, by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller," first party, and OLD DOMINION ELECTRIC COOPERATIVE, hereinafter referred to as "Buyer," second party,

W I T N E S S E T H

WHEREAS, by order issued March 19, 2015, in Docket No. CP14-504-000, the Federal Energy Regulatory Commission ("FERC") has authorized Seller's Rock Springs Expansion Project (the "Rock Springs Project"); and

WHEREAS, the Rock Springs Project will include the construction and operation of incremental facilities on Seller's mainline system and a new pipeline lateral from Seller's mainline at or near milepost 1682.68 in Lancaster County, Pennsylvania to Buyer's proposed Wildcat Point Generation Facility in Cecil County, Maryland (such lateral is referred to herein as Seller's "Rock Springs Lateral") and will add 192,000 dt per day of incremental firm transportation capacity to Seller's system by a proposed in-service date of August 1, 2016; and

WHEREAS, Buyer has requested firm transportation service under the Rock Springs Project and has executed the Precedent Agreement for Firm Transportation Service under Rock Springs Expansion Project with Seller ("Rock Springs Project Precedent Agreement"), dated August 27, 2013, for such service; and

WHEREAS, Seller is willing to provide the requested firm transportation for Buyer under the Rock Springs Project pursuant to the terms of this service agreement and the Rock Springs Project Precedent Agreement.

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
GAS TRANSPORTATION SERVICE

1. Subject to the terms and provisions of this agreement and of Seller's Rate Schedule FT, Buyer agrees to deliver or cause to be delivered to Seller gas for transportation and Seller agrees to receive, transport and redeliver natural gas to Buyer or for the account of Buyer, on a firm basis, up to a Transportation Contract Quantity ("TCQ") of 192,000 dt per day.

2. Transportation service rendered hereunder shall not be subject to curtailment or interruption except as provided in Section 11 and, if applicable, Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff.

ARTICLE II
POINT(S) OF RECEIPT

Buyer shall deliver or cause to be delivered gas at the point(s) of receipt hereunder at a pressure sufficient to allow the gas to enter Seller's pipeline system at the varying pressures that may exist in such system from time to time; provided, however, the pressure of the gas delivered or caused to be delivered by Buyer shall not exceed the maximum operating pressure(s) of Seller's pipeline system at such point(s) of receipt. In the event the maximum operating pressure(s) of Seller's pipeline system, at the point(s) of receipt hereunder, is from time to time increased or decreased, then the maximum allowable pressure(s) of the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be correspondingly increased or decreased upon written notification of Seller to Buyer. The point(s) of receipt for natural gas received for transportation pursuant to this agreement shall be:

See Exhibit A, attached hereto, for points of receipt.

ARTICLE III
POINT(S) OF DELIVERY

Seller shall redeliver to Buyer or for the account of Buyer the gas transported hereunder at the following point(s) of delivery and at a pressure(s) of:

See Exhibit B, attached hereto, for points of delivery and pressures.

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of the later of August 1, 2016 or the date that all of Seller's Rock Springs Project facilities necessary to provide firm transportation service to Buyer have been constructed and are ready for service in compliance with the FERC authorization ("Effective Date") and shall remain in force and effect for a primary term of thirty (30) years from and after the Effective Date ("Primary Term") and (subject to the term extension provisions set forth in Exhibit C) thereafter until terminated by Seller or Buyer upon at least six (6) months written notice; provided, however, this agreement shall terminate immediately and, subject to the receipt of necessary authorizations, if any, Seller may discontinue service hereunder if (a) Buyer, in Seller's reasonable judgment fails to demonstrate creditworthiness, and (b) Buyer fails to provide adequate security in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff.

ARTICLE V
RATE SCHEDULE AND PRICE

1. Buyer shall pay Seller for natural gas delivered to Buyer hereunder in accordance with Seller's Rate Schedule FT and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be legally amended or superseded from time to time. Such rate schedule and General Terms and Conditions are by this

reference made a part hereof. In the event Buyer and Seller mutually agree to a negotiated rate pursuant to the provisions in Section 53 of the General Terms and Conditions and specified term for service hereunder, provisions governing such negotiated rate (including surcharges) and term shall be set forth on Exhibit C to the service agreement.

The credit support provisions set forth in that certain Rock Springs Project Precedent Agreement dated August 27, 2013 (including any amendments thereto) related to this agreement are hereby incorporated herein by reference and made a part of this agreement.

2. Seller and Buyer agree that the quantity of gas that Buyer delivers or causes to be delivered to Seller shall include the quantity of gas retained by Seller for applicable compressor fuel, line loss make-up (and injection fuel under Seller's Rate Schedule GSS, if applicable) in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Statement of Rates and Fuel in Part II, Section 12.1 of this tariff which relates to service under this agreement and which is incorporated herein.

3. In addition to the applicable charges for firm transportation service pursuant to Section 3 of Seller's Rate Schedule FT, Buyer shall reimburse Seller for any and all filing fees incurred as a result of Buyer's request for service under Seller's Rate Schedule FT, to the extent such fees are imposed upon Seller by the Federal Energy Regulatory Commission or any successor governmental authority having jurisdiction.

ARTICLE VI MISCELLANEOUS

1. This Agreement supersedes and cancels as of the effective date hereof the following contract(s): None.

2. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

3. The interpretation and performance of this agreement shall be in accordance with the laws of the State of New York, without recourse to the law governing conflict of laws, and to all present and future valid laws with respect to the subject matter, including present and future orders, rules and regulations of duly constituted authorities.

4. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Notices to either party shall be in writing and shall be considered as duly delivered when mailed to the other party at the following address:

- (a) If to Seller:
Transcontinental Gas Pipe Line Company, LLC

P. O. Box 1396
Houston, Texas 77251
Attention: Camilo Amezcua, Director Customer Service

(b) If to Buyer:
Old Dominion Electric Cooperative
4021 Dominion Boulevard, Suite 300
Glen Allen, Virginia 23060
Attention: Contracts Manager

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party by certified or registered mail.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE LINE
COMPANY, LLC
(Seller)

By _____

Camilo Amezcua
Director, Customer Service

OLD DOMINION ELECTRIC COOPERATIVE
(Buyer)

By _____

Print Name _____

Title _____

Exhibit A

<u>Point(s) of Receipt</u>	<u>Maximum Daily Capacity Entitlement at each Receipt Point (DT/day)*</u>
Seller's Station 210 Zone 6 Pool located on Seller's mainline in Mercer County, NJ at milepost 1776.79	192,000

- * These quantities do not include the additional quantities of gas retained by Seller for applicable compressor fuel and line loss make-up provided for in Article V, 2 of this service agreement, which are subject to change as provided for in Article V, 2 hereof.

Exhibit B

<u>Point(s) of Delivery</u>	Maximum Daily Capacity Entitlement at each <u>Delivery Point(Dt/Day)</u>	<u>Pressure</u>
Buyer's Wildcat Point Generation Facility in Cecil County, MD located at or near milepost 10.5 on the Rock Springs Lateral	192,000	Deliveries of gas at the point of delivery through the "high-pressure run" (which will have a capacity of 151,000 dt/day) shall not be less than 650 pounds per square inch gauge or such other pressures as may be agreed upon in the day-to-day operations of Buyer and Seller. Deliveries of gas at the point of delivery through the "low-pressure run" (which will have a capacity of 45,000 dt/day) shall not be less than 300 pounds per square inch gauge or such other pressures as may be agreed upon in the day-to-day operations of Buyer and Seller. In no event shall the sum of the natural gas deliveries under this service agreement through the "high-pressure run" and the "low-pressure run" on any calendar day exceed the TCQ.

Exhibit C

Specification of Negotiated Rate and Term

Buyer's negotiated reservation rate ("Negotiated Reservation Rate") under this Service Agreement shall be a daily reservation rate of \$0.203 per dt/day.

In addition to the Negotiated Reservation Rate, Buyer shall be responsible for compressor fuel and line-loss makeup retention and shall pay the electric power unit rates, commodity rates and all applicable surcharges set forth in Seller's FERC Gas Tariff for Rate Schedule FT service to Buyer under this Service Agreement as approved by FERC (the Negotiated Reservation Rate and all other rates and charges are collectively referred to herein as the "Negotiated Rate"). The fuel and line-loss makeup retention, electric power unit rates, commodity rates, and applicable surcharges are subject to change from time to time as approved by the FERC, and either party may exercise its statutory rights to effectuate or oppose such changes.

Seller will agree, upon written request by Buyer at least seven (7) months prior to the end of the Primary Term, to extend the term of this Service Agreement for an additional five (5) year period ("First Term Extension") at the TCQ in effect during the Primary Term and, at the sole election of Buyer, at either (A) the Negotiated Rate, or (B) the total maximum recourse reservation rates and all electric power unit rates, commodity rates and surcharges, all as applicable under Rate Schedule FT of Seller's FERC Gas Tariff, as the same may be revised from time to time, for firm transportation service under the Rock Springs Project (collectively, the "Recourse Rate").

Seller will agree, upon written request by Buyer at least (7) months prior to the end of the First Term Extension, to extend the term of this Service Agreement for a second additional term ("Second Term Extension") of at least one (1) year at the TCQ in effect during the First Term Extension and at the sole election of Buyer, at either (A) the Negotiated Rate, or (B) the applicable Recourse Rate.

If during the term of the Rock Springs Project Precedent Agreement and the first five (5) years of the Service Agreement, Seller provides to any customer similarly situated to Buyer firm transportation service through the Rock Springs Project from the point of receipt set forth on Exhibit A hereto to any point of delivery on Seller's Rock Springs Lateral at a rate less than the rate agreed to between Seller and Buyer, then, provided that Buyer has not permanently released and assigned the capacity under this Service Agreement, Seller shall offer Buyer the same rate provided to such similarly situated customer for that quantity and term of service under this Service Agreement equal to that quantity and term of service to which the similarly situated customer's rate applies. This paragraph shall survive the Rock Springs Project Precedent Agreement and shall be effective for the first five (5) years of the Primary Term. The provisions of this paragraph shall inure to the benefit of any successor or permitted assign of Buyer.

Buyer agrees not to file or cause to be filed with the FERC any action, claim, complaint, or other pleading under Section 5 of the NGA, or support or participate in any such proceeding initiated by any other party, requesting a change to or in any way opposing the negotiated rate set forth above.

Seller agrees not to file or cause to be filed with the FERC under Section 4 of the NGA to seek to modify the negotiated rate set forth above.