

Contract No.: 2018 – Gas – Contract No.14

**Superseding Contract No.: Millennium Pipeline Co. Precedent Agreement dated 12/1/2017
(2017 – Gas – Contract No. 3)**

Consolidated Edison Company of New York, Inc.

With

Millennium Pipeline Company, LLC

Type of contract: Transportation

Term: 15 years

Date of Execution: April 11, 2018

Date Effective: November 1, 2018 or later

Service Agreement No. [TBD]
Control No. _____

FT-1 SERVICE AGREEMENT

THIS SERVICE AGREEMENT, is made and entered into this 11th day of APRIL, 2018, by and between MILLENNIUM PIPELINE COMPANY, L.L.C. ("Transporter") and Consolidated Edison Company of New York, Inc. ("Shipper" or "Con Edison").

In consideration of the mutual covenants contained in this Service Agreement, the parties agree as follows:

Section 1. Definitions. Capitalized terms not defined in this Service Agreement have the same meaning given to such terms in Transporter's FERC Gas Tariff.

Section 2. Service to be Rendered. Transporter will perform and Shipper will receive service in accordance with the provisions of the effective Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, First Revised Volume No. 1 (Tariff), on file with the Federal Energy Regulatory Commission (Commission), as the same may be amended or superseded in accordance with the rules and regulations of the Commission. The maximum obligation of Transporter to deliver gas under this Service Agreement to or for Shipper, the designation of the points of delivery at which Transporter will deliver or cause gas to be delivered to or for Shipper, and the points of receipt at which Shipper will deliver or cause gas to be delivered, are specified in Appendix A, as the same may be amended from time to time by agreement between Shipper and Transporter, or in accordance with the rules and regulations of the Commission. Service under this Service Agreement will be provided subject to the provisions of Part 284 of the Commission's regulations.

Section 3. Term. The term of this Service Agreement is effective as of the date that all of Transporter's Expansion Facilities necessary to provide firm transportation service to Shipper have been commissioned, tested and are ready for service as determined in Transporter's discretion; provided, however, should the In-Service Date occur after the first of the month, the Commencement Date will be the first of the month of the next month, and shall remain in full force and effect for a term of three (3) years. Pre-granted abandonment shall apply upon termination of this Service Agreement, subject to any right of first refusal Shipper may have under the Commission's regulations and Transporter's Tariff.

X Shipper's right to extend this Service Agreement pursuant to Section 7 below,

X Shipper's right of first refusal as a long-term shipper paying maximum rates under Transporter's FERC Gas Tariff and FERC regulations,

Shipper's contractual right of first refusal, granted under this Service Agreement, which is equal to the rights of long-term shippers paying maximum rates under Transporter's FERC Gas Tariff and FERC regulations,

None of the above.

Section 4. Rates. Shipper must pay Transporter the charges and furnish Retainage as described in the above-referenced Rate Schedule, unless Transporter and Shipper have agreed otherwise as referenced in the Further Agreement Section of this Service Agreement.

Section 5. Changes in Rates and Terms. Transporter has the unilateral right to file with the FERC or other appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to Rate Schedules FT-1, FT-2, BH-1 and HT-1, (b) the terms or conditions of Rate Schedules FT-1, FT-2, BH-1 and HT-1, or (c) any provisions of the General Terms and Conditions of Service applicable to Rate Schedules FT-1, FT-2, BH-1 and HT-1. Transporter agrees that Shipper may protest or contest any such filings, or seek any authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure that the provisions referred to in (a), (b) or (c) of this Section 5 are just and reasonable.

Section 6. Pledge and Assignment. Any company which succeeds by purchase, merger, or consolidation to the properties, substantially as an entirety, of Shipper, or of Transporter, as the case may be, is entitled to the rights and is subject to the obligations of its predecessor in title under this Service Agreement; and either the Shipper or Transporter may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment or similar instrument which they have executed or may execute hereafter. Otherwise, neither Shipper nor Transporter may assign this Service Agreement or any of their rights hereunder unless they first obtain the consent in writing of the other party which consent will not be withheld unreasonably; provided further, however, that neither Shipper nor Transporter may be released from its obligations under this Service Agreement without the consent of the other, which consent will not be withheld unreasonably.

Section 7. Special Provisions.

Check that which applies:

Yes No Shipper may be entitled to extend this Service Agreement upon providing Transporter written notice of its intent to extend and, if applicable, the requested level of capacity for the extension term pursuant to Section 4.1(b)(2) of the General Terms and Conditions of Transporter's FERC Gas Tariff within 12 months, which extension is subject to the following limitations on the rates, level of capacity, and/or contract length applicable to the extension term(s):

Revision No. 0
Control No. _____

Appendix A to Service Agreement No. [TBD]
Under Rate Schedule FT-1
between Millennium Pipeline Company, L.L.C. (Transporter)
and Consolidated Edison Company, Inc. (Shipper)

Transportation Demand 5,500 Dth/day
MHRQ (if applicable) _____ Dth
MHQ (if applicable) _____ Dth
Hourly Delivery Period (if applicable) _____ Hours

Primary Receipt Points

Scheduling Point No.	Scheduling Point Name	Measuring Point No.	Measuring Point Name	Maximum Daily Quantity (Dth/day)
640168	Stagecoach	640168	Stagecoach	5,500

Receipts at all points shall not combine to exceed Shipper's MDQ.

Minimum Receipt Point Pressure: 1/ _____

Primary Delivery Points

Scheduling Point No.	Scheduling Point Name	Measuring Point No.	Measuring Point Name	Maximum Daily Delivery Obligation (Dth/day)
600318	Sloatsburg	600318	Sloatsburg	1,650
600324	Greenwood Lake	600324	Greenwood Lake	2,530
600323	Warwick	600323	Warwick	770
642498	Minisink	642498	Minisink	550

Deliveries at all points shall not combine to exceed Shipper's MDQ.

Minimum Delivery Point Pressure: 1/ _____

At the expiration of the initial term of the TSA, Shipper will have a one-time right to renew the term of the TSA for either an additional 3-year, 5-year or 10-year period at a rate equal to the maximum recourse rate of the Eastern System Upgrade Expansion.

Section 8. Notices. Notices to Transporter under this Agreement should be addressed to it at Millennium Pipeline Company, L.L.C., One Blue Hill Plaza, 7th Floor, P.O. Box 1565, Pearl River, NY 10965 and notices to Shipper should be addressed to it at Con Edison, 111 Broadway, Suite 1601, New York, New York, 10006, Attention: Joanna Ostrowska, until changed by either party by written notice.

Section 9. Superseded Agreements. This Service Agreement supersedes and cancels, as of the first day of the term of this Service Agreement, the following Service Agreements: N/A

Section 10. Further Agreement. None

Section 11. Voluntary Interruption Commitments. To the extent that Shipper has been awarded a Voluntary Interruption Commitment ("VIC") pursuant to Section 15.6 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter, on Shipper's behalf, shall complete a Voluntary Interruption Commitment Confirmation ("VIC Confirmation") specifying the VIC Quantity, VIC Credit, and other terms consistent with Section 15.6 of the General Terms and Conditions of Transporter's Tariff. Such VIC Confirmation shall become effective and shall be incorporated in and made a part of this Service Agreement, as of the time and date set forth in Section 15.6 of the General Terms and Conditions of Transporter's Tariff. Shipper's rights and Transporter's obligations shall be limited to the extent specified in each VIC Confirmation executed and made a part of this agreement and pursuant to Section 15.6(e)(i) of the General Terms and Conditions of Transporter's Tariff.

CONSOLIDATED EDISON COMPANY
OF NEW YORK, INC

By *Jeff Kroll*

Its VP ENERGY MANAGEMENT

Date 4/11/18

MILLENNIUM PIPELINE COMPANY, L.L.C.

By *Richard R. Jordan*

Its Sr. Vice President

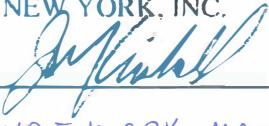
Date 4/11/18

1/ If a minimum pressure is not specifically stated, then Transporter's obligation shall be as stated in Section 13 (Pressure) of the General Terms and Conditions.

The Master List of Interconnects (MLI) as defined in Section 1 of the General Terms and Conditions of Transporter's FERC Gas Tariff is incorporated into this Service Agreement by reference for the purposes of listing valid secondary receipt points and delivery points.

Service changes pursuant to this Appendix A become effective as of _____, 2018. This Appendix A cancels and supersedes the previous Appendix A effective as of _____, 20____, to the Service Agreement referenced above. With the exception of this Appendix A, all other terms and conditions of said Service Agreement remain in full force and effect.

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. MILLENNIUM PIPELINE COMPANY, L.L.C.

By 

Its VP ENERGY MANAGEMENT

Date 4/11/18

By 

Its Sr. Vice President

Date 4/11/18