

The Commission previously and explicitly found that the Project would deliver significant benefits by facilitating the delivery of new natural gas supplies to markets on the Iroquois and Tennessee systems.⁴ Additionally, the Commission recognized the operational efficiencies and reliability enhancements realized by Iroquois leasing incremental capacity associated with the WIP to Constitution.⁵ The Commission therefore held “that approval of the Wright Interconnect Project is required by the public convenience and necessity.”⁶

Ultimately, Constitution did not move forward with the Constitution Pipeline, and, as a result, Constitution terminated its precedent agreement with Iroquois for the lease of the incremental capacity created by the WIP. Iroquois, in turn, did not proceed with the WIP. Recently, however, federal directives aimed at accelerating the development of much-needed energy infrastructure to help increase supply and lower energy costs—particularly in the Northeast and in New England—have resulted in renewed interest in the Constitution Pipeline, and, in turn, the WIP.⁷ Given that the WIP and the Constitution Pipeline will together provide access to new, lower-cost sources of gas on a firm basis and will enhance overall reliability and diversification of energy infrastructure in the Northeastern United States and New England,⁸ Iroquois and Constitution have decided to revive the WIP and the Constitution Pipeline.

associated with the WIP, the Certificate Order also issued a certificate of public convenience and necessity for Constitution Pipeline.

⁴ Certificate Order, 149 FERC ¶ 61,199 at PP 33, 37.

⁵ *Id.* P 37.

⁶ *Id.* P 33.

⁷ *See Declaring a National Energy Emergency*, Exec. Order No. 14156, 90 Fed. Reg. 8,433 (Jan 20, 2025); *Unleashing American Energy*, Exec. Order No. 14154, 90 Fed. Reg. 8,353 (Jan. 20, 2025). Indeed, the very purpose of the Constitution Pipeline is to “increase[e] supply diversity and improv[e] operational performance, system flexibility, and reliability in the New York and New England market areas.” *See FERC, Final Environmental Impact Statement, Constitution Pipeline and Wright Interconnect Projects*, Docket Nos. CP13-499-000, *et al.*, at 1-2 (Oct. 24, 2014) (Final EIS).

⁸ *See* S&P Global, [Constitution Pipeline Market Impact Report](#), at 23-27 (Nov. 2025) (S&P Report).

Accordingly, Iroquois hereby files this petition for the reissuance of its certificate of public convenience and necessity, authorizing Iroquois to construct and operate the WIP and to abandon by lease to Constitution the incremental capacity associated with the WIP.⁹ In order to maximize the significant benefits offered by the Project, Iroquois currently aims to place the Project into service in conjunction with Constitution Pipeline's proposed in-service date of May 2028. In order to meet this schedule, Iroquois respectfully requests expedited action on this Petition.¹⁰

In support of this Petition, and pursuant to the Commission's applicable regulations and guidelines, Iroquois respectfully states the following:

I.
CORRESPONDENCE AND COMMUNICATIONS

Communications regarding this Petition should be directed to the following:¹¹

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⁹ On December 19, 2025, in Docket Nos. CP13-499-006 and CP18-5-004, Constitution filed a petition for the reissuance of its certificate of public convenience and necessity authorizing the Constitution Pipeline. Petition for Reissuance of Certificate Authority and Reaffirmance of Waiver Determination, Docket Nos. CP13-499-00, *et al.* (filed Dec. 19-2025). As explained in greater detail in Section III below, petitions for reissuances of expired certificates of public convenience and necessity are not without precedent. *See e.g.*, Petition of Transcontinental Gas Pipe Line Company, LLC for Expedited Reissuance of Certificate Authority, Docket Nos. CP17-101-007, *et al.*, (filed May 29, 2025).

¹⁰ Iroquois requests waiver of a hearing under Rule 801 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.801, along with waiver of any other requirements needed in order to process this Petition on an expedited basis.

¹¹ To the extent necessary, Iroquois requests waiver of Rule 203(b)(3) of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.203(b)(3) (2025), to permit all of these representatives to be placed on the official service list and to remove any remaining Iroquois representatives currently listed on the official service list.

II. **APPLICANT**

The exact legal name of the Applicant is Iroquois Gas Transmission System, L.P. Iroquois is a Delaware limited partnership comprised of affiliates of two major North American energy companies, BHE GT&S, LLC, a Berkshire Hathaway Energy Company,¹² and TC Energy Corporation.¹³ Iroquois' principal office is located at One Corporate Drive, Suite 600, Shelton, Connecticut 06484.

The Iroquois partnership does not itself have employees; rather, its wholly-owned subsidiary corporation, Iroquois Pipeline Operating Company ("IPOC"), was created for the purpose of conducting the pipeline's operations under the guidance of the Iroquois Management Committee, a governing body with representatives from Iroquois' owners. IPOC, which has approximately 90 employees, conducts the day-to-day operations of the Iroquois system.

Iroquois is engaged in the business of transporting natural gas in interstate commerce under authorizations granted by, and subject to the jurisdiction of, the Commission. The Iroquois system is 414 miles long and extends from the U.S.-Canadian border at Iroquois, Ontario, and Waddington, New York, through New York State, western Connecticut and under the Long Island Sound to South Commack, New York, and then extends back under the Sound to a terminus at Hunts Point in the Bronx.

Iroquois has U.S. interstate gas pipeline interconnections with: (1) TGP at Wright, New York and Shelton, Connecticut; (2) Eastern Gas Transmission and Storage, Inc. ("EGTS") at

¹² The BHE GT&S, LLC partners of Iroquois, and their respective ownership shares, are Iroquois, Inc. (24.07%) and Iroquois GP Holding Company, LLC (25.93%).

¹³ The TC Energy partners of Iroquois, and their respective ownership shares, are TC PipeLines, LP (49.34%) and TransCanada Iroquois Ltd. (0.66%).

Iroquois' Canajoharie meter station located near Fort Plain, New York; and (3) Algonquin Gas Transmission, LLC ("Algonquin") in the Town of Brookfield, Connecticut.

Iroquois receives natural gas deliveries from diverse Canadian and U.S. sources through its interconnections with (1) TC Energy's Canadian Mainline at the U.S.–Canadian border at Waddington, New York; (2) EGTS; (3) Algonquin; and (4) Xpress Natural Gas LLC, a compressed natural gas service provider at Manheim in upstate New York. In addition to its direct delivery interconnections with local distribution companies and electric generation customers in New York and Connecticut, Iroquois also makes physical deliveries of gas to EGTS, Tennessee, and Algonquin for further transportation of gas to customers in New York and New England, and to TC Energy's Canadian Mainline for physical delivery of volumes for export to Canada.

III. REQUESTED ACTION

In the instant Petition, Iroquois seeks reissuance of the certificate authority to construct and operate the WIP facilities and to abandon by lease to Constitution the incremental capacity associated with the WIP, as authorized by the Commission in the Certificate Order. The purpose, scope, and impacts of the WIP have not changed since the Certificate Order was issued. Unless otherwise stated in this Petition, all information previously submitted in Iroquois' WIP Certificate Application, as updated throughout this proceeding, remains correct.¹⁴ As described in the Certificate Order, the WIP will establish a new point of interconnection with Constitution Pipeline and will create an incremental 650,000 dekatherms per day ("Dth/d") of primary firm transmission capacity from that new point of interconnection with Constitution Pipeline to interconnections with

¹⁴ Application of Iroquois Gas Transmission System, L.P. for a Certificate of Public Convenience and Necessity, Docket No. CP13-502-000 (filed June 13, 2013) (WIP Certificate Application). To the extent FERC decides to initiate a new proceeding for this Petition, Iroquois requests that all applicable information previously submitted as part of Iroquois's WIP Certificate Application be included as part of the record.

Iroquois' mainline system as well as with TGP.¹⁵ That new capacity will be leased to Constitution pursuant to a *pro forma* long-term capacity lease agreement ("Capacity Lease Agreement"), which will be operated as part of Constitution Pipeline's FERC-jurisdictional natural gas pipeline system and subject to the service terms of Constitution Pipeline's FERC Gas Tariff.¹⁶ To facilitate this arrangement, Iroquois is requesting authority to construct and operate the same facilities authorized in the Certificate Order.¹⁷ Iroquois also requests authorization to enter into the Capacity Lease Agreement, the substantive terms and conditions of which remain unchanged since the issuance of the Certificate Order.¹⁸

In approving the WIP and the Capacity Lease Agreement, the Commission cited, in relevant part, the demonstrated need for the Project and the benefits that the Project and the Capacity Lease Agreement would provide to the market.¹⁹ The Commission also referenced the "operational efficiencies" and "enhance[d] reliability" realized by the WIP and the Capacity Lease Agreement.²⁰ Specifically, the Commission stated that the WIP and the Capacity Lease Agreement will facilitate the delivery of "new natural gas supplies to markets on the Iroquois and Tennessee systems without Constitution constructing duplicative facilities . . . and with less compression than originally envisioned for the Constitution Pipeline Project."²¹ Based on this record, the Commission concluded that the Project and the Capacity Lease Agreement, neither of which has

¹⁵ Certificate Order, 149 FERC ¶ 61,199 at P 12.

¹⁶ *Id.* P 13.

¹⁷ *Id.* P 33.

¹⁸ *Id.*

¹⁹ *See id.* PP 34-39.

²⁰ *Id.* P 37.

²¹ *Id.*

materially changed since the Certificate Order, were required by the public convenience and necessity.²²

Throughout the certification process and for years thereafter, Iroquois acted diligently to move the Project forward. As part of this effort, Iroquois filed an application with the New York State Department of Environmental Conservation (“NYSDEC”) for a State Facility & Title V air permit under the Clean Air Act (“Air Permit”). However, for reasons unforeseeable and beyond Iroquois’ control, the NYSDEC failed to act on Iroquois’ Air Permit application.

Due to NYSDEC’s inaction on the Air Permit, Iroquois sought and received two extensions of time to complete construction of the WIP—one to December 2, 2018,²³ and another to December 2, 2020.²⁴ Ultimately, in 2020, Constitution canceled the Constitution Pipeline and terminated its precedent agreement with Iroquois for the lease of the incremental capacity created by the WIP. As a result, in March 2020, Iroquois notified the Commission that it would not be moving forward with construction of the WIP.²⁵

Since the lapse of Iroquois’ certificate authority for the WIP and authorization for the Capacity Lease Agreement, the construction of critical energy infrastructure—including natural gas pipelines and compressor stations—has become a national priority. Specifically, pursuant to recent federal initiatives, federal agencies, commissions, and permitting authorities are being directed to expedite the certification and construction of critical energy infrastructure, particularly in the Northeast and in New England, given the well-documented gas shortages and reliability

²² Certificate Order, 149 FERC ¶ 61,199 at P 33.

²³ *Iroquois Gas Transmission Sys., L.P.*, Docket No. CP13-502-000 (Aug. 2, 2016) (delegated letter order).

²⁴ *Constitution Pipeline Co., LLC*, 165 FERC ¶ 61,081 at P 26 (2018) (observing that Iroquois had “demonstrated good cause for the delay”), *order on reh’g*, 165 FERC ¶ 61,102 (2019).

²⁵ Notice Regarding Wright Interconnection Project, Docket No. CP13-502-000 (filed Mar. 31, 2020).

issues in this area.²⁶ As a result, the WIP is just as important, if not more so, than it was when it was approved in the Certificate Order. In particular, the market conditions in the Northeast have not improved since the Certificate Order.²⁷ The supply shortfall in the Northeast and the resulting bottleneck in New England continues to exist and there remains a strong need for the Project capacity to alleviate these constraints.²⁸ As such, as a critically important project that the Commission has already authorized, the WIP is exactly the type of infrastructure these federal initiatives are designed to fast-track.

Reissuance of an expired certificate of public convenience and necessity is not without precedent. Notably, the Commission recently reissued, on an expedited basis, a certificate of public convenience and necessity for Transcontinental Gas Pipe Line Company, LLC's ("Transco") Northeast Supply Enhancement ("NESE") Project.²⁹ In the NESE Reissuance Order, the Commission stated that its "authority under section 7 of the NGA to reissue a certificate of public convenience and necessity is no different from [FERC's] authority to issue a certificate in the first instance."³⁰ The Commission still applies its Certificate Policy Statement to assess whether there was a need for the NESE Project and whether the NESE Project will serve the public

²⁶ S&P Report at 12 (explaining that pipeline constraints in the Northeast limit supply access, thereby causing sharp price spikes that can reach thirty-six times average levels in a given day). *See also* Northeast Gas Power Coordinating Council, *Northeast Gas/Electric System Study*, at 78 (January 2025), [678fee912264907c381a0f68_NPCC_Northeast Gas Electric System Study.pdf](#) (finding that the natural gas system in New England and New York is full or near fully utilized during extreme weather conditions).

²⁷ S&P Report at 14, 16, 19 (noting that winter gas prices in the Northeast are twice the national average; price spikes and extreme pricing events are becoming more frequent; and that without additional infrastructure, Northeast wholesale winter gas prices will remain high and prone to extremes, leaving end users potentially exposed to high costs and volatility).

²⁸ *Id.* at 15, 23 (explaining that the Constitution Pipeline would increase the delivery capacity of lower-cost gas supplies into constrained Northeast gas markets, thereby alleviating a key bottleneck at Iroquois's Wright interconnection into New England).

²⁹ *See Transcon. Gas Pipe Line Co., LLC*, 192 FERC ¶ 61,184 (2025) (NESE Reissuance Order).

³⁰ *Id.* P 21 (footnote omitted).

interest.³¹ Because “Transco [was] requesting reissuance of the certificate for the same project as was authorized in the Certificate Order, with the same purpose, scope, and proposed facilities”³² the Commission determined that it could rely on its prior record and findings to support a public interest determination.³³

Similar to the NESE Project certificate reissued in the NESE Reissuance Order, Iroquois’ WIP has not changed in purpose, scope, or proposed facilities since the Certificate Order was issued. Additionally, the Capacity Lease Agreement remains unchanged in all material respects for purposes of FERC’s review and reissuance. Thus, recertifying the Project based on the existing record as well as the circumstances that have changed since the issuance of the Certificate Order is consistent with Commission precedent. Moreover, reissuing certificate authority for the Project is the most economically and environmentally effective way to resolve the supply shortfall and pipeline constraints in the Northeast and greater New England regions. Specifically, the Project will be constructed on land that is already owned by Iroquois, thereby minimizing impacts on the environment and landowners. Additionally, the Commission has already thoroughly examined the Project’s market need and its effect on existing shippers, other pipelines and their captive customers, and landowners and surrounding communities.

The Commission prepared an in-depth Environmental Impact Statement (“EIS”) for the WIP and Constitution Pipeline to fulfill its obligations under the National Environmental Policy Act. The EIS concluded that while the construction and operation of the WIP and Constitution Pipeline would result in some adverse environmental impacts, the impacts would be reduced to

³¹ NESE Reissuance Order, 192 FERC ¶ 61,184 at P 22.

³² *Id.* P 20.

³³ *Id.* PP 20-21, n.56.

levels that are less than significant with the implementation of mitigation measures.³⁴ There have been no changes to the Project or any new information that would call into question the Commission's prior findings supporting its approval of the Project. As explained below, the Commission can properly and reasonably rely on its previously prepared comprehensive EIS for the Project in reinstating certificate authority for the Project.

IV. MARKET SUPPORT

Iroquois has contracted to lease all of the capacity associated with the Project to Constitution pursuant to the *pro forma* Capacity Lease Agreement attached hereto as Attachment C. As such, the Project capacity is fully subscribed for the initial term of the Capacity Lease Agreement. The proposed commencement date for the Capacity Lease Agreement is designed to match the planned in-service date for the Project, and it will continue for a primary term of fifteen years, with a potential five-year extension at an adjusted rate as specified in the Capacity Lease Agreement, at the option of Constitution.

The terms and conditions of the Capacity Lease Agreement have not materially changed since the Certificate Order. In other words, the mechanics and the rights and obligations of Iroquois and Constitution remain unchanged from those in the Capacity Lease Agreement that the Commission approved in the Certificate Order. The only changes to the Capacity Lease Agreement concern updated dates and timing, along with updated lease rates and terms paid by Constitution to Iroquois.

³⁴ Certificate Order, 149 FERC ¶ 61,199 at P 73.

V.
COST

As detailed in Exhibit K, the total cost of the proposed Project facilities is currently estimated to be approximately \$152 million. The allowance for funds used during construction (“AFUDC”) included in Attachment D (attached) has been updated since the original WIP certificate application was filed and has been calculated in compliance with the Commission’s AFUDC policy.³⁵

VI.
PUBLIC CONVENIENCE AND NECESSITY

A. THE PROJECT SATISFIES THE REQUIREMENTS OF THE COMMISSION’S 1999 POLICY STATEMENT.

In the Certificate Order, the Commission found that issuing a certificate for the WIP was consistent with the Commission’s Certificate Policy Statement and was required by the present and future public convenience and necessity under Sections 7(c) and 7(e) of the NGA.³⁶

In its 1999 Policy Statement,³⁷ the Commission established a three-part analysis for balancing the public benefits of a new natural gas pipeline construction project against its potential adverse impacts. The threshold question is whether a project can proceed without subsidies from the pipeline’s existing customers. The Commission next determines whether an applicant has taken steps to minimize or eliminate adverse impacts of the project on its existing customers, other existing pipelines, and landowners and communities along the route of the project. Finally, the Commission balances the public benefits to be achieved against the residual adverse effects of the project on economic interests to determine whether the facilities should be approved. As

³⁵ *S. Nat. Gas Co.*, 130 FERC ¶ 61,193 (2010).

³⁶ Certificate Order, 149 FERC ¶ 61,199 at P 35.

³⁷ *Certification of New Interstate Nat. Gas Pipeline Facilities*, 88 FERC ¶ 61,227 (1999), *clarified*, 90 FERC ¶ 61,128, *further clarified*, 92 FERC ¶ 61,094 (2000) (1999 Policy Statement).

demonstrated by the following discussion, the Project is consistent with and fulfills the goals of the 1999 Policy Statement and should be approved by the Commission through the reissuance of the requested certificate.

1. *The Project Meets the No-Subsidy Test.*

As the Commission found in the Certificate Order, Constitution's monthly lease payments to Iroquois fully support the costs of the Project.³⁸ This remains true in light of the increased lease payments negotiated in the Capacity Lease Agreement between Iroquois and Constitution, which fully support the costs of the Project. As such, consistent with the Commission's finding in the Certificate Order, the Project will not result in any subsidization by Iroquois' existing shippers, and its costs and revenues will be accounted for separately by Iroquois in the same manner that the Commission prescribes for new service projects that use incremental rate treatment.³⁹ In addition, as the Commission acknowledged, the Project will provide several non-rate benefits to Iroquois' existing system customers at no cost, including new access to increased supplies of natural gas, improved reliability of service, and lower fuel rates.⁴⁰ Thus, the Project meets the Commission's no-subsidy test.

2. *The Project Will Not Adversely Impact Other Pipelines, Landowners, or the Environment.*

In the Certificate Order, the Commission determined that the Project will not adversely impact Iroquois' existing customers or other pipelines and their current customers.⁴¹ The

³⁸ Certificate Order, 149 FERC ¶ 61,199 at PP 30, 38-39.

³⁹ *Id.* P 30.

⁴⁰ *Id.* P 37.

⁴¹ *Id.* P 31. The Commission specifically recognized that the proposed capacity lease arrangement will not adversely affect customers of Constitution or Iroquois, and because Iroquois will not be able to provide jurisdictional service on the leased capacity, it will not be allowed to reflect in its system rates any of the costs associated with the leased capacity. *Id.* P 39.

Commission also found that any adverse impacts on landowners and communities resulting from the Project would be minimal.⁴² Notably, *all* of the new construction and modifications that will take place under the Project will be located entirely on property already owned by Iroquois and on which an Iroquois compressor station and other above-ground facilities already exist. This represents a significant improvement over the original Constitution proposal, which did not involve Iroquois or WIP and would have called for the placement of a new compressor station on other, previously undisturbed land. As the Commission noted in the Certificate Order, these steps appropriately minimized adverse impacts on landowners and the environment.⁴³

3. *The Benefits of the Project Outweigh Any Potential Adverse Impacts.*

The Commission already found that Iroquois' efforts minimized the adverse impacts on existing shippers, other pipelines and their captive customers, and landowners and surrounding communities.⁴⁴ The Commission also recognized the significant benefits that the Project offers.⁴⁵

In sum, Iroquois is not proposing to change the scope of the Project, the facilities to be constructed, the purpose of the Project, or the Capacity Lease Agreement. Accordingly, the Commission's finding in the Certificate Order that the public benefits outweigh any potential adverse impact remains valid. The Commission should therefore reissue certificate authority for the Project based on the Commission's analysis and findings in the Certificate Order and as supplemented by this Petition.

⁴² Certificate Order, 149 FERC ¶ 61,199 at P 32.

⁴³ *Id.*

⁴⁴ *Id.* PP 31-33. As was the case in the WIP Certificate Application, Iroquois reiterates that WIP was specifically developed to minimize community and environmental impacts, including (in part) in direct response to feedback received from Constitution during its pre-filing process in FERC Docket No. PF12-9.

⁴⁵ Certificate Order, 149 FERC ¶ 61,199 at PP 33, 37.

B. THE PROJECT SATISFIES THE COMMISSION'S REQUIREMENTS FOR CAPACITY LEASES.

The Commission will approve a capacity lease if it finds that: (1) there are benefits from using a capacity lease arrangement; (2) the lease payments are less than or equal to the lessor's firm transportation rates for comparable service over the term of the capacity lease; and (3) the lease arrangement does not adversely affect existing customers.⁴⁶ In the Certificate Order, the Commission found that the Capacity Lease Agreement satisfied these requirements.⁴⁷ As explained above, the terms and conditions of the Capacity Lease Agreement have not materially changed since the Certificate Order, other than to incorporate updated dates and timing, lease rates paid by Constitution to Iroquois to reflect the updated costs associated with the WIP project, and streamlined fuel provisions. Iroquois, therefore, respectfully submits that its proposed Capacity Lease Agreement with Constitution continues to meet all of the Commission's criteria associated with capacity leases.

**VII.
FUEL USE**

To achieve the benefits of enhanced reliability, operational flexibility, and reduced fuel costs and emissions, Iroquois plans to operate its existing Wright Compressor Station compressors in a coordinated manner with the new Constitution Transfer Compressor Station, as discussed above. In light of the fact that Iroquois will at times be operating one set of compressors for the benefit of both its system customers and the leased Constitution capacity, Iroquois has clarified in the Capacity Lease Agreement that, consistent with the principle of cost responsibility following

⁴⁶ See, e.g., *Tenn. Gas Pipeline Co.*, 136 FERC ¶ 61,173 at P 34 (2011); *Midcontinent Express Pipeline LLC*, 124 FERC ¶ 61,089 at P 31 (2008) (same), *order denying reh'g & granting clarification*, 127 FERC ¶ 61,164 (2009); *Tex. Gas Transmission, LLC*, 113 FERC ¶ 61,185 at P 10 (2005) (same); *Islander East Pipeline Co., L.L.C.*, 100 FERC ¶ 61,276 at P 69 (2002) (same), *order on reh'g*, 102 FERC ¶ 61,054 (2003); .

⁴⁷ Certificate Order, 149 FERC ¶ 61,199 at P 36.

cost incurrence, Constitution will be responsible for all applicable fuel costs associated with the WIP capacity leased to Constitution.

Such fuel cost calculations will be performed in a manner that is consistent with the fuel calculation and reimbursement provisions utilized for Iroquois' current services under its FERC Gas Tariff, General Terms and Conditions Section 36, as may be amended from time to time.⁴⁸ Constitution and Iroquois have agreed in the Capacity Lease Agreement that the fuel cost calculations shall ensure that Iroquois' shippers will not be responsible for any fuel costs associated with the WIP project capacity leased to Constitution.

VIII. ENVIRONMENTAL IMPACTS

The scope of the Project and its facilities have not changed since the Certificate Order was issued. With this Petition, Iroquois is proposing to construct and operate the exact same Project that the Commission previously authorized.⁴⁹ Iroquois confirms that it intends to construct the same facilities, in the same right-of-way, and use the same construction workspace and methods as previously approved by the Commission. This demonstrates that there is no new information that “provides a seriously different picture of the environmental landscape.”⁵⁰ Therefore, the

⁴⁸ Compared to the WIP Certificate Application, Iroquois no longer needs to create a Constitution-specific Measurement Variance/Fuel Use factor within its FERC Gas Tariff to properly allocate all of the applicable fuel costs associated with WIP capacity leased to Constitution. Although Iroquois does not, at this time, anticipate the need to file tariff revisions regarding fuel use for WIP capacity specifically, Iroquois commits to doing so (if needed and as applicable) prior to the commencement date of the WIP facilities and Capacity Lease Agreement (as was the case in the WIP Certificate Application).

⁴⁹ Of note, WIP was specifically designed to avoid any significant impact to any cultural resources, public recreational areas, important wildlife habitat, or surface water resources. Iroquois continues to review the specifics related to environmental impacts that may have changed since the Certificate Order was issued and will supplement the record as applicable.

⁵⁰ *Sierra Club v. FERC*, 68 F.4th 630, 649 (D.C. Cir. 2023) (quoting *Stand Up for California! v. DOI*, 994 F.3d 616, 629 (D.C. Cir. 2021) and *Friends of Cap. Crescent Trail v. FTA*, 877 F.3d 1051, 1060 (D.C. Cir. 2017)).

Commission is not required to prepare a supplemental EIS for the reissuance of certificate authority for the Project.

IX.
PUBLIC OUTREACH

As noted above, the Project has not changed since the issuance of the Certificate Order. Iroquois will provide notice to affected landowners consistent with the Commission's landowner notification requirements of Section 157.6(d) of the Commission's regulations, 18 C.F.R. § 157.6(d). Iroquois has attached an appropriate Form of Notice of the Petition for the Commission's convenience in Attachment A, along with an Updated Landowner List in Attachment E.

X.
RELATED APPLICATIONS

Iroquois does not have any other applications or filings pending before the Commission at this time that would directly affect this Petition. The instant Petition is, however, related to Constitution Pipeline, as noted above, in Docket Nos. CP13-499 and CP18-5.

XI.
ATTACHMENTS AND EXHIBITS

Iroquois incorporates by reference the exhibits from the original application for the WIP, except for the following exhibits attached to support Iroquois' Petition for Expedited Reissuance of Certificate Authority:

Attachment A – Form of Notice

Attachment B – Flow Diagram (updated Exhibits G, G-I, and G-II)*

Attachment C – Precedent Agreement and Form of Capacity Lease Agreement (updated Exhibit I)*

Attachment D – Project Costs and Capacity Lease Revenues/Income (updated Exhibit K and updated Exhibit N)

Attachment E – Updated Landowner List*

Attachment F – Company Officials and Subsidiaries and Affiliation (updated Exhibit C and Exhibit D)⁵¹

*Attachment contains non-public information submitted separately as Privileged or containing Critical Energy/Electric Infrastructure Information consistent with 18 C.F.R. §§ 388.112 and 388.113, respectively, and Iroquois' WIP Certificate Application.

XII. NOTICE

A form of notice suitable for publication in the Federal Register is attached as Attachment A.

XIII. REQUESTED AUTHORIZATIONS AND CONCLUSION

WHEREFORE, in consideration of the foregoing, Iroquois Gas Transmission System, L.P. respectfully requests that the Commission:

- (a) Issue an order reissuing the certificate of public convenience and necessity for the WIP and, based on the existing record before FERC, granting Iroquois authority under Section 7 of the Natural Gas Act and Part 157 of the Commission's regulations to construct and operate the Project;
- (b) Approve the Capacity Lease Agreement associated with the Project between Iroquois and Constitution, as more fully described herein;
- (c) Grant the aforementioned authorizations on an expedited basis; and
- (d) That this Petition be processed in accordance with the shortened procedures set forth in Rules 801 and 802 of the Commission's Rules of Practice and Procedure,

⁵¹ Iroquois submitted updated Articles of Incorporation and State Authorizations in FERC Docket No. CP20-44-000 and incorporates the same by reference.

18 C.F.R. §§ 385.801 and 385.802, and, in connection therewith, Iroquois requests that the intermediate decision procedure be omitted and waives an oral hearing and the opportunity to file exceptions to the decision of the Commission and that the Commission issue the Form of Notice of Petition attached hereto.

Dated: February 13, 2026

Respectfully submitted,

/s/ Kimberly A. E. Pritchard

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ATTACHMENT A

Form of Notice

**UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION**

Iroquois Gas Transmission System, L.P.

Docket No. CP13-502-_____

NOTICE OF PETITION

(February 13, 2026)

Take notice that on February 13, 2026, Iroquois Gas Transmission System, L.P. (Iroquois), One Corporate Drive, Shelton, Connecticut 06484, filed with the Federal Energy Regulatory Commission (Commission) in the above-referenced docket, a Petition pursuant to Section 7(c) of the Natural Gas Act and Part 157 of the Commission's regulations for reissuance of Iroquois' certificate for its Wright Interconnect Project (WIP). Specifically, Iroquois requests reissuance of certificate authority to construct, install, own, operate, and maintain certain new pipeline interconnection and compression facilities to be located in Wright, New York, and to modify certain existing interconnection and compression facilities. Iroquois also proposes to lease the incremental pipeline capacity associated with these new and modified facilities to Constitution Pipeline Company, LLC (Constitution), a proposed interstate gas pipeline company for which reissuance of FERC certificates and other necessary authorizations is currently being sought.

The WIP will allow Iroquois to establish a new receipt interconnection with Constitution and create an incremental 650,000 dekatherms per day (Dth/d) of primary firm transmission capacity from that new point of interconnection with Constitution to interconnections with Iroquois' mainline system as well as Tennessee Gas Pipeline Company, LLC. The Commission previously conducted its proceeding in Docket No. CP13-502-000, as noted in the caption of the Notice. On December 2, 2014, the Commission issued an Order Issuing Certificates and Approving Abandonment for the WIP in Docket No. CP13-502-000.

In addition to publishing the full text of this document in the Federal Register, the Commission provides all interested persons an opportunity to view and/or print the contents of this document via the Internet through the Commission's Home Page (<http://www.ferc.gov>). From the Commission's Home Page on the Internet, this information is available on eLibrary. The full text of this document is available on eLibrary in PDF and Microsoft Word formats for viewing, printing, and/or downloading. To access this document in eLibrary, type the docket number excluding the last three digits of this document in the docket number field.

User assistance is available for eLibrary and the Commission's website during normal business hours from FERC Online Support at (202) 502-6652 (toll-free at 1-866-208-3676) or email at ferconlinesupport@ferc.gov, and the Public Reference Room at (202) 502-8371, TTY at (202) 502-8659. Email the Public Reference Room at public.referenceroom@ferc.gov.

Any questions regarding this application should be directed to Kimberly A.E. Pritchard, Vice President and General Counsel, Iroquois Pipeline Operating Company, One Corporate Drive, Suite 600, Shelton, CT 06484 (phone: (203) 944-7032; email: kimberly_pritchard@iroquois.com).

Pursuant to section 157.9 of the Commission's rules, 18 CFR 157.9, within 90 days of this Notice the Commission staff will either: complete its environmental assessment (EA) and place it into the Commission's public record (eLibrary) for this proceeding; or issue a Notice of Schedule for Environmental Review. If a Notice of Schedule for Environmental Review is issued, it will indicate, among other milestones, the anticipated date for the Commission staff's issuance of the final environmental impact statement (FEIS) or EA for this proposal. The filing of the EA in the Commission's public record for this proceeding or the issuance of a Notice of Schedule for Environmental Review will serve to notify federal and state agencies of the timing for the completion of all necessary reviews, and the subsequent need to complete all federal authorizations within 90 days of the date of issuance of the Commission staff's FEIS or EA.

PUBLIC PARTICIPATION

There are three ways to become involved in the Commission's review of this project: you can file comments on the project, you can protest the filing, and you can file a motion to intervene in the proceeding. There is no fee or cost for filing comments or intervening. The deadline for filing a motion to intervene is 5:00 p.m. Eastern Time on [DATE]. How to file protests, motions to intervene, and comments is explained below.

The Commission's Office of Public Participation (OPP) supports meaningful public engagement and participation in Commission proceedings. OPP can help members of the public, including landowners, community organizations, Tribal members and others, access publicly available information and navigate Commission processes. For public inquiries and assistance with making filings such as interventions, comments, or requests for rehearing, the public is encouraged to contact OPP at (202) 502-6595 or OPP@ferc.gov.

Comments

Any person wishing to comment on the project may do so. Comments may

include statements of support or objections, to the project as a whole or to specific aspects of the project. The more specific your comments, the more useful they will be.

Protests

Pursuant to section 157.10(a)(4), 18 C.F.R. § 157.10(a)(4), and section 385.211, 18 C.F.R. § 385.211, of the Commission's regulations under the NGA, any person¹ may file a protest to the application. Protests must comply with the requirements specified in section 385.2001, 18 C.F.R. § 385.2001, of the Commission's regulations. A protest may also serve as a motion to intervene so long as the protestor states it also seeks to be an intervenor.

To ensure that your comments or protests are timely and properly recorded, please submit your comments on or before [DATE].

There are three methods you can use to submit your comments or protests to the Commission. In all instances, please reference the Project docket number [docket no.] in your submission.

- (1) You may file your comments electronically by using the [eComment](#) feature, which is located on the Commission's website at www.ferc.gov under the link to [Documents and Filings](#). Using eComment is an easy method for interested persons to submit brief, text-only comments on a project;
- (2) You may file your comments or protests electronically by using the [eFiling](#) feature, which is located on the Commission's website (www.ferc.gov) under the link to [Documents and Filings](#). With eFiling, you can provide comments in a variety of formats by attaching them as a file with your submission. New eFiling users must first create an account by clicking on "[eRegister](#)." You will be asked to select the type of filing you are making; first select "General" and then select "Comment on a Filing"; or
- (3) You can file a paper copy of your comments or protests by mailing them to the following address below. Your written comments must reference the Project docket number (**docket no.**).

To file via USPS:

¹ Persons include individuals, organizations, businesses, municipalities, and other entities. 18 C.F.R. § 385.102(d).

Debbie-Anne A. Reese, Secretary
Federal Energy Regulatory Commission
888 First Street NE
Washington, DC 20426

To file via any other courier:
Debbie-Anne A. Reese, Secretary
Federal Energy Regulatory Commission
12225 Wilkins Avenue
Rockville, Maryland 20852

The Commission encourages electronic filing of comments (options 1 and 2 above) and has eFiling staff available to assist you at (202) 502-8258 or FercOnlineSupport@ferc.gov.

Persons who comment on the environmental review of this project will be placed on the Commission's environmental mailing list, and will receive notification when the environmental documents (EA or EIS) are issued for this project and will be notified of meetings associated with the Commission's environmental review process.

The Commission considers all comments received about the project in determining the appropriate action to be taken. **However, the filing of a comment alone will not serve to make the filer a party to the proceeding.** To become a party, you must intervene in the proceeding. For instructions on how to intervene, see below.

Interventions

Any person, which includes individuals, organizations, businesses, municipalities, and other entities, 18 C.F.R. § 385.102(d), has the option to file a motion to intervene in this proceeding. Only intervenors have the right to request rehearing of Commission orders issued in this proceeding and to subsequently challenge the Commission's orders in the U.S. Circuit Courts of Appeal.

To intervene, you must submit a motion to intervene to the Commission in accordance with Rule 214 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.214, and the regulations under the NGA, 18 C.F.R. § 157.10, by the intervention deadline for the project, which is **[DATE]**. As described further in Rule 214, your motion to intervene must state, to the extent known, your position regarding the proceeding, as well as your interest in the proceeding. For an individual, this could include your status as a landowner, ratepayer, resident of an impacted community, or recreationist. You do not need to have property directly impacted by the project in order to intervene. For more information about motions to intervene, refer to the FERC website at <https://www.ferc.gov/resources/guides/how-to/intervene.asp>.

There are two ways to submit your motion to intervene. In both instances, please reference the Project docket number [**docket no.**] in your submission.

- (1) You may file your motion to intervene by using the Commission's [eFiling](#) feature, which is located on the Commission's website (www.ferc.gov) under the link to "[Documents and Filings](#)." New eFiling users must first create an account by clicking on "[eRegister](#)." You will be asked to select the type of filing you are making; first select "General" and then select "Intervention." The eFiling feature includes a document-less intervention option; for more information, visit <https://www.ferc.gov/docs-filing/efiling/document-less-intervention.pdf>; or
- (2) You can file a paper copy of your motion to intervene, along with three copies, by mailing the documents to the address below. Your motion to intervene must reference the Project docket number [**docket no.**].

To file via USPS:
Debbie-Anne A. Reese, Secretary
Federal Energy Regulatory Commission
888 First Street NE
Washington, DC 20426

To file via any other courier:
Debbie-Anne A. Reese, Secretary
Federal Energy Regulatory Commission
12225 Wilkins Avenue
Rockville, Maryland 20852

The Commission encourages electronic filing of motions to intervene (option 1 above) and has eFiling staff available to assist you at (202) 502-8258 or FercOnlineSupport@ferc.gov.

Protests and motions to intervene must be served on the applicant by mail at: Iroquois Pipeline Operating Company, Iroquois Gas Transmission System, L.P., One Corporate Drive, Suite 600, Shelton, Connecticut 06484, by telephone at (203) 944-7032, or by email at kimberly_pritchard@iroquois.com. Any subsequent submissions by an intervenor must be served on the applicant and all other parties to the proceeding. Contact information for parties can be downloaded from the service list at the eService link on FERC Online. Service can be via email with a link to the document.

All timely, unopposed motions² to intervene are automatically granted by operation of Rule 214(c)(1), 18 C.F.R. § 385.214(c)(1). Motions to intervene that are filed after the intervention deadline are untimely, and may be denied. Any late-filed motion to intervene must show good cause for being late, and must explain why the time limitation should be waived and provide justification by reference to factors set forth in Rule 214(d) of the Commission's Rules and Regulations, 18 C.F.R. § 385.214(b)(3), (d). A person obtaining party status will be placed on the service list maintained by the Secretary of the Commission and will receive copies (paper or electronic) of all documents filed by the applicant and by all other parties.

TRACKING THE PROCEEDING

Throughout the proceeding, additional information about the project will be available from the Commission's Office of External Affairs, at **(866) 208-FERC**, or on the FERC website at www.ferc.gov using the "eLibrary" link as described above. The eLibrary link also provides access to the texts of all formal documents issued by the Commission, such as orders, notices, and rulemakings.

In addition, the Commission offers a free service called eSubscription, which allows you to keep track of all formal issuances and submittals in specific dockets. This can reduce the amount of time you spend researching proceedings by automatically providing you with notification of these filings, document summaries, and direct links to the documents. For more information and to register, go to www.ferc.gov/docs-filing/esubscription.asp.

Intervention Deadline: 5:00 pm Eastern Time on [DATE]

Debbie-Anne A. Reese,
Secretary.

² The applicant has 15 days from the submittal of a motion to intervene to file a written objection to the intervention.

ATTACHMENT B

**Updated Flow Diagrams
(Updated Exhibits G, G-I, and G-II)**

Information submitted separately as Critical Energy Infrastructure Information

EXHIBIT G

Updated Flow Diagrams Reflecting Existing Authorized and Proposed Facilities

SUMMARY

Exhibit G shows the daily design capacity of Iroquois Gas Transmission System, L.P.'s ("Iroquois") interstate pipeline,¹ reflecting options with and without the proposed facilities added for the portion of the system affected.

Because the Wright Interconnect Project ("WIP") does not include any capacity rights on the Iroquois mainline other than at Wright, NY, the portion of the system affected and therefore the Exhibit G diagrams included herein show only those facilities located at Wright, NY.

After the WIP facilities are placed into service, Iroquois' contractual commitments into Wright from Zone 1 and CPL will exceed Iroquois' contractual commitments away from Wright to Zone 2. The Exhibit G diagrams reflect the design capacity for each capacity path independent of the other capacity path.

The Capacity Lease Agreement provides that Constitution may deliver up to 650,000 Dth/d in any combination into either Iroquois or Tennessee Gas Pipeline. This optionality is reflected on the diagrams.

The following flow diagrams are being submitted as Exhibit G:

- 1) Prior to Wright Interconnect Project – Winter. This flow diagram reflects Iroquois' contractual primary receipts and deliveries on a November peak day prior to

¹ The design capacity includes those facilities associated with Iroquois' Enhancement by Compression Project, which has been approved by FERC in Docket No. CP20-48-000 but is not yet in-service.

implementing WIP. November conditions are the most conservative during the winter period.

- 2) Prior to Wright Interconnect Project – Summer. This flow diagram reflects Iroquois' contractual primary receipts and deliveries on a July peak day prior to implementing WIP. July conditions are the most conservative during the summer period.
- 3) After Wright Interconnect Project – Winter. This flow diagram reflects Iroquois' contractual primary receipts and deliveries on a November peak day after implementing WIP.
- 4) After Wright Interconnect Project – Summer. This flow diagram reflects Iroquois' contractual primary receipts and deliveries on a July peak day after implementing WIP.

Flow diagrams are separately attached. This information has been removed for privileged treatment and is marked “**CUI//CEII – CONTAINS CRITICAL ENERGY INFRASTRUCTURE INFORMATION – DO NOT RELEASE.**”

CUI// CEII

INFORMATION REMOVED

EXHIBIT G-I

Updated Flow Diagrams Reflecting Maximum Capabilities

SUMMARY

Exhibit G-I reflects the maximum deliveries that Iroquois' existing and proposed facilities would be capable of achieving under summer (July) and winter (November) design conditions.

The Constitution Transfer Compressor Station is at design capacity during summer. Compression capability that exceeds the CPL lease of 650,000 Dth/d may be available in the winter, but is subject to availability of upstream capacity on Constitution.

The following flow diagrams are being submitted as Exhibit G-I:

- 1) After Wright Interconnect Project – Winter. This flow diagram reflects the maximum deliveries that Iroquois' existing and proposed facilities would be capable of achieving under a November design day.
- 2) After Wright Interconnect Project – Summer. This flow diagram reflects the maximum deliveries that Iroquois' existing and proposed facilities would be capable of achieving under a July design day.

Flow diagrams are separately attached. This information has been removed for privileged treatment and is marked “**CUI//CEII – CONTAINS CRITICAL ENERGY INFRASTRUCTURE INFORMATION – DO NOT RELEASE.**”

CUI// CEII

INFORMATION REMOVED

ATTACHMENT C

**Updated Precedent Agreement and Form of Capacity Lease Agreement
(Updated Exhibit I)**

Precedent Agreement submitted separately as Privileged

EXHIBIT B

CAPACITY LEASE AGREEMENT

This Capacity Lease Agreement (“Agreement”) is made as of the ___day of _____, 2026, by and between the IROQUOIS GAS TRANSMISSION SYSTEM, L.P., a Delaware limited partnership, herein called “Lessor”, and CONSTITUTION PIPELINE COMPANY, LLC, a Delaware limited liability company, herein called “Lessee” (individually, “Party,” together, the “Parties”), pursuant to the following recitals and representations:

WHEREAS, Lessor has received a Certificate of Public Convenience and Necessity issued by the Federal Energy Regulatory Commission, herein called “Commission” or “FERC,” authorizing Lessor to own, construct and operate a natural gas transmission system, herein called “Lessor’s System,” which system extends from a point on the international border between the United States and Canada near Iroquois, Ontario where it interconnects with the system of TransCanada PipeLines Limited at Waddington, New York, through the States of New York and Connecticut, to South Commack, New York and extending to Hunts Point, New York; and

WHEREAS, Lessee is proposing to construct, install, and operate a new natural gas pipeline from Susquehanna County, Pennsylvania, to points of interconnection with Lessor’s existing mainline facilities at Wright, New York and Tennessee Gas Pipeline Company, LLC’s (“TGP”) 200 Line, all located in Schoharie County, New York, collectively referred to herein as the “Constitution Pipeline”; and

WHEREAS, in lieu of building the Constitution Pipeline to the aforementioned points of interconnection with Lessor and TGP, Lessee desires to lease from Lessor, and Lessor desires to lease to Lessee, 650,000 Dth/d of firm transportation capacity on Lessor’s System from the Receipt Point to the Delivery Points as hereinafter further described as well as 100% of the receipt capacity, firm and interruptible, that may be available at the Receipt Point; and

WHEREAS, in order to create the lease capacity, Lessor is proposing to build a new point of interconnection between the Constitution Pipeline and Lessor’s existing mainline system near Lessor’s existing compressor station at Wright, New York (“Wright Compressor Station”) (such new interconnection being referred to herein as “Wright CPL”), a new compressor station to be known as the “Constitution Transfer Station,” modifications to the Wright Compressor Station, modifications to an existing meter station or construction of a new meter station at an existing point of interconnection between Lessor and TGP at Wright, New York, and other facilities adjacent to the Wright Compressor Station (collectively, the “Proposed Facilities”) (the subject lease of capacity and the Proposed Facilities are collectively referred to herein as the “Project”); and

WHEREAS, Lessor is pursuing all necessary regulatory and governmental approvals to construct and operate the Project in coordination with Lessee, which is pursuing all necessary regulatory and governmental approvals to construct and operate the Constitution Pipeline; and

WHEREAS, Lessor and Lessee have entered into a Precedent Agreement dated January 31, 2026 (the “Precedent Agreement”) wherein Lessor has agreed to lease to Lessee and Lessee has agreed to lease from Lessor (1) 650,000 Dth/d of firm capacity (to be made available by the construction of the Proposed Facilities), and (2) 100% of the receipt capacity, firm and interruptible, at Wright CPL (collectively referred to herein as the “Wright II Capacity”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein assumed, Lessor and Lessee agree as follows:

ARTICLE I – LEASE OF CAPACITY

1. On the Commencement Date (as hereinafter defined) and each day thereafter during the term of this Agreement, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the Wright II Capacity.
2. The Parties agree that it is their understanding and intention that this Agreement is to be classified as an operating lease agreement. To the extent that this Agreement cannot be classified, by operation of law or regulation, as an operating lease agreement, the Parties agree to (1) negotiate in good faith for up to ninety (90) days to amend this Agreement to allow it to be classified as an operating lease or, if such efforts are unsuccessful, (2) to convert this Agreement into a firm transportation agreement pursuant to any necessary FERC authorizations and Lessor’s then existing FERC Gas Tariff to preserve the commercial terms hereof.

ARTICLE II – TERM

1. The “Commencement Date” shall mean the date on which the natural gas facilities required to enable Lessor to provide the Wright II Capacity to Lessee are constructed and have been made available for service. As further described in the Precedent Agreement, the proposed in-service date of such facilities is May 1, 2028.
2. This Agreement shall be effective as of the date first herein above written; provided, however, that Lessor shall be under no obligation to provide the Wright II Capacity prior to the Commencement Date.
3. This Agreement shall continue in force and effect for fifteen (15) years (“Initial Term”) from the Commencement Date. If Lessee provides written notice of its election to extend the term of this Agreement no later than thirty (30) months prior to the termination of this Agreement, Lessee shall have the right to extend the term for a subsequent five (5) year term (“Extension Term”).
4. Upon termination of this Agreement and receipt from the FERC of any necessary authorizations, the Wright II Capacity shall revert automatically to Lessor without any further obligations to Lessee. The Proposed Facilities utilized to provide service under this Agreement are, and shall remain at all times, the property of Lessor. Lessee shall have no right, title, or interest in the Proposed Facilities except as provided in this Agreement. Lessee agrees to reasonably

cooperate with Lessor upon termination of this Agreement in any filings for regulatory authorizations required at that time to place full custody, control, and utilization of the facilities and capacity back to Lessor. All outstanding payment obligations arising out of the Precedent Agreement and/or this Agreement shall survive termination.

5. Nothing contained herein shall be construed to permit Lessee to construct, or cause to be constructed, any modifications or additions, or any expansion of Lessor's pipeline system or the Proposed Facilities, or prevent Lessor's construction of additional facilities adjacent to or connecting to those facilities, nor shall anything contained herein be construed to create a joint venture or partnership between the Parties.

ARTICLE III – RATE

1. Beginning on the Commencement Date and continuing for each month thereafter during the Initial Term, Lessee shall pay to Lessor for the Wright II Capacity a fixed monthly lease charge of \$2,767,916.67 (the "Monthly Lease Rate"), subject to adjustment for any cost overruns or savings as set forth in the following Section 2 under this Article III. If the Commencement Date occurs after the first day of a month, then the Monthly Lease Rate for the initial month of the Initial Term shall be pro-rated for the number of days in the month that remain from the Commencement Date through the end of the month in which it occurs. If Lessee elects to exercise its right to extend this Agreement in accordance with the terms set forth in Article II Section 3, the fixed monthly lease charge during such Extension Term shall be \$1,977,083.33 (the "Extended Monthly Lease Rate").

2. After comparing the Actual Project Costs (defined below) to the Estimated Project Costs (defined below), Lessor and Lessee shall share any actual Project construction cost overruns or savings on a 50/50 basis via an adjustment to the Monthly Lease Rate (the "Rate Adjustment"); provided, however, that such Rate Adjustment would be subject to a cap or floor of plus or minus 10% of the Monthly Lease Rate. Any such Rate Adjustment shall be effective beginning on the Commencement Date based on the Project's then-estimated final costs and remain in effect for the balance of the Initial Term. The Rate Adjustment may be revised one time, on a retroactive basis and based on the Project's final cost report filed with FERC on or about twelve months after the Commencement Date (the "Final Cost Report"), as soon as administratively feasible after the Final Cost Report is filed with FERC but not later than sixty (60) days after such filing, if necessary to keep the Parties whole as if the actual costs were known as of the Commencement Date.

To effectuate such cost sharing and associated Rate Adjustment, the Monthly Lease Rate shall be adjusted as follows:

To the extent Actual Project Costs exceed Estimated Project Costs, the Monthly Lease Rate shall be multiplied by the Capital Cost Overrun Factor ("CCO Factor"). The CCO Factor shall be equal to $1 + [(CCD/EPC) \times 50\%]$. In no event shall the CCO Factor exceed 1.1. Therefore, in no event shall the Monthly Lease Rate be more than \$3,044,708.34.

Example:

If the Monthly Lease Rate is \$2,767,916.67

If the Actual Project Cost is \$165,000,000 (above the Estimated Project Cost)

If CCD is \$12,735,989 (\$165,000,000 - \$152,264,011)

Calculation:

$1 + [(\$12,735,989/\$152,264,011) \times 50\%]$

$1 + [0.0836 \times 50\%]$

$1 + 0.0418$

1.0418

Adjusted Lease Rate is $1.0418 \times 2,767,916.67 = \$2,883,615.58$

To the extent Actual Project Costs are less than Estimated Project Costs, the Monthly Lease Rate shall be multiplied by the Capital Cost Savings Factor (“CCS Factor”). The CCS Factor shall be equal to $1 - [(CCD/EPC) \times 50\%]$. In no event shall the CCS Factor be less than 0.9. Therefore, in no event shall the Monthly Lease Rate be less than \$2,491,125.00.

Example:

If the Monthly Lease Rate is \$2,767,916.67

If the Actual Project Cost is \$135,000,000 (below the Estimated Project Cost)

If CCD is \$17,264,011 (\$152,264,011 - \$135,000,000)

Calculation:

$1 - [(\$17,264,011/\$152,264,011) \times 50\%]$

$1 - [0.1134 \times 50\%]$

$1 - 0.0567$

.9433

Adjusted Lease Rate is $0.9433 \times 2,767,916.67 = \$2,610,975.79$

“CCD” shall be an amount in U.S. dollars equal to the absolute value of the difference between the Actual Project Costs and the Estimated Project Costs.

“Actual Project Costs” shall mean all costs and expenses actually incurred and paid, or otherwise committed to, by Lessor, as determined by Lessor in its sole discretion, including trailing costs up to twelve (12) months subsequent to the Commencement Date, to complete the Project, including but not limited to (a) all costs and expenses incurred and paid, or otherwise committed to, for the surveying, engineering, design, permitting, construction, pipeline and equipment procurement, installation and start-up of the Project, (b) all costs and expenses actually incurred and paid, or otherwise committed to, for environmental, right-of-way, legal, consultant, construction management, and regulatory activities and (c) all direct and allocated internal overhead and administrative costs.

“Estimated Project Costs” shall mean all costs and expenses that are projected to be incurred and paid by Lessor to complete the Project, including but not limited to (a) all costs and expenses

projected to be incurred and paid for the surveying, engineering, design, permitting, construction, pipeline and equipment procurement, installation and start-up of the Project, (b) all costs and expenses projected to be incurred and paid for environmental, right-of-way, legal, consultant, construction management, and regulatory activities, (c) all direct and allocated internal overhead and administrative costs, and (d) a contingency amount equal to at least 10% of the sum of (a) and (b). For purposes of determining any Rate Adjustment pursuant to the cost sharing provisions hereabove, the Parties agree that the Estimated Project Costs shall be equal to \$152,264,011.

3. The ACA Adjustment (as such rate is defined and established in Lessor's FERC Gas Tariff, General Terms and Conditions Section 12, as amended from time to time) shall not apply to Lessee unless Lessor is required by the FERC to collect the ACA Adjustment from Lessee, in which case the requirements for ACA Adjustments shall be the same as set forth in Lessor's FERC Gas Tariff for firm Shippers (as such term is defined in Lessor's FERC Gas Tariff).

4. If Lessee's Scheduled Equivalent Quantity on any day exceeds the Maximum Firm Equivalent Quantity of 650,000 Dth/d, Lessee's Monthly Lease Rate, as adjusted pursuant to Article III Section 2 above, for the month in which any such excess is scheduled shall be adjusted upward by the inclusion of a "Supplemental Lease Rate" equal to such excess daily quantity multiplied by \$0.140 per Dth during the Initial Term and \$0.10 per Dth thereafter.

5. Lessee shall pay the Monthly Lease Rate, as adjusted pursuant to Article III Section 2 above, Supplemental Lease Rate, and ACA Adjustment, if applicable, each month beginning one month after the Commencement Date, and month-to-month thereafter, for the prior month's service under this Agreement. Each such payment shall be due on the twentieth (20th) day of the month. All payments to Lessor shall be made by electronic transfer to a bank designated by Lessor. If Lessee fails to pay such amounts when due, the provisions applicable to firm Shippers as set forth in Lessor's FERC Gas Tariff shall apply.

ARTICLE IV – USE OF WRIGHT II CAPACITY

1. During the Initial Term of this Agreement and during any Extension Term, Lessee shall have the right to utilize the Wright II Capacity on the following basis:

a) Subject to the conditions set forth in Articles VI and VII, up to an aggregate total of 650,000 Dth/d shall be considered primary firm, regardless of whether Lessee nominates deliveries to Wright TGP (as hereinafter defined), Iroquois Zone 1 (Wright IZ1, as hereinafter defined) or Iroquois Zone 2 (Wright IZ2, as hereinafter defined);

b) Any volume in excess of 650,000 Dth/d nominated by Lessor for receipt at Wright CPL, whether for delivery to Wright IZ1, Wright IZ2, or Wright TGP, shall be considered interruptible; and

c) Except for the foregoing, Lessee shall have no access to firm or interruptible points of receipt or delivery on Lessor's currently existing system.

2. Except as expressly provided for otherwise in this Agreement, Lessee shall have the right to use the Wright II Capacity as if it were Lessee's own capacity used to perform services comparable to the services provided by Lessee, including the right to transport gas for and on behalf of third parties on a firm or interruptible basis pursuant to Lessee's FERC Gas Tariff as approved by FERC and in effect during the term of this Agreement. Lessee shall use the leased capacity in a manner that shall comply with all laws, rules, regulations, and orders relating to Lessee's performance of transportation service using or relying upon the Wright II Capacity.

3. In the event of a conflict between Lessor's FERC approved Gas Tariff and Lessee's FERC approved Gas Tariff, and such conflict impacts Lessee's ability to use the Wright II Capacity as if it were Lessee's own capacity used to perform transportation services under Lessee's Rate Schedules, this Agreement shall control if this Agreement addresses the conflict in question. However, if this Agreement does not address the conflict in question, Lessor and Lessee shall attempt, in good faith, to resolve the conflict such that it does not impact Lessee's ability to use the Wright II Capacity. Should the Parties fail to reach a mutually acceptable resolution of the conflict within thirty (30) days of notice of such conflict, then Lessor's FERC approved Gas Tariff shall control.

ARTICLE V – RECEIPT AND DELIVERY POINTS

1. The "Receipt Point" shall mean the point of interconnection between the Constitution Pipeline and Lessor's pipeline in Wright, NY ("Wright CPL").

2. The "Delivery Points" shall mean:

- a) The point of interconnection between Lessor and TGP (either TGP Meter 12181, as modified, or a new meter to be constructed by Lessor) in Wright, NY ("Wright TGP");
- b) The southernmost point of Iroquois Zone 1 at Wright, NY ("Wright IZ1"); and
- c) The northernmost point of Iroquois Zone 2 at Wright, NY ("Wright IZ2").

3. Lessee shall have no rights to secondary points or extended receipt and/or delivery points.

ARTICLE VI - INPUT AND EQUIVALENT QUANTITIES

1. Input Quantity. The "Input Quantity" for each day shall mean the quantity of natural gas which is delivered to Lessor at Wright CPL by Lessee.

2. Maximum Firm Input Quantity. The "Maximum Firm Input Quantity" at Wright CPL shall mean 650,000 Dth/d plus the applicable fuel use quantity, provided that Lessee shall provide gas to Lessor at (a) a minimum pressure of 835 psig, (b) a maximum temperature of sixty (60) degrees Fahrenheit, and (c) a minimum heating value of 1,000 Btu. If Lessee fails to meet the specifications set forth in the immediately preceding sentence, then Lessee shall not be in breach of this Agreement, but Lessor shall be relieved of its obligation to provide firm capacity to Lessee through the Wright II Capacity; provided, however, that Lessor shall nevertheless use reasonable efforts to accept up to 650,000 Dth/d from Lessor.

3. **Scheduled Input Quantity.** The “Scheduled Input Quantity” shall mean the quantity of natural gas, firm and interruptible, which is nominated by Lessee for receipt by Lessor at Wright CPL and determined through application of Lessor’s FERC Gas Tariff General Terms and Conditions Section 4.
4. **Equivalent Quantity.** The “Equivalent Quantity” for each day shall mean the quantity of natural gas to be made available on behalf of Lessee at Wright TGP, Wright IZ1, and/or Wright IZ2, which quantity shall be the thermal equivalent of the Input Quantity delivered to Lessor at Wright CPL on that day, adjusted by the applicable fuel use quantity.
5. **Maximum Firm Equivalent Quantity.** The “Maximum Firm Equivalent Quantity” on each day shall mean 650,000 Dth/d (subject to Article VI, Section 2) at the following pressures: (a) for delivery into Wright TGP, such pressure as may be necessary to deliver into TGP, provided that Lessor shall not be obligated to deliver at a pressure higher than 750 psig, and (b) for delivery into Wright IZ1 or Wright IZ2, such pressure as may be necessary to deliver into Lessor’s mainline.
6. **Scheduled Equivalent Quantity.** The “Scheduled Equivalent Quantity” shall mean the quantity of gas, firm and interruptible, which is nominated by Lessee for delivery by Lessor at each Delivery Point and determined through application of Lessor’s FERC Gas Tariff General Terms and Conditions Section 4.
7. **Interruptible Overrun Quantity.** Lessee may nominate quantities in excess of the Maximum Firm Input Quantity on an interruptible basis, subject to the provisions of Article VII.
8. Lessee shall deliver gas at Wright CPL in uniform hourly quantities during any day.

ARTICLE VII – NOMINATIONS, ALLOCATIONS, & CURTAILMENT

1. The requirements for nomination, scheduling, and curtailment of gas shall be the same as set forth for firm and interruptible Shippers in Lessor’s FERC Gas Tariff, General Terms and Conditions Sections 4 and 5.
2. Allocation of Capacity. Lessee shall have the following rights:
 - a) Lessee shall have exclusive rights to all available receipt capacity at Wright CPL with no allocation to other shippers.
 - b) Except as provided below, Lessee’s delivery nominations up to the Maximum Firm Equivalent Quantity to Wright TGP, Wright IZ1, and/or Wright IZ2 shall be allocated the same as set forth for Primary Firm Reserved Service.
 - c) Lessee’s delivery nominations to Wright IZ1, Wright IZ2, and/or Wright TGP in excess of the Maximum Firm Equivalent Quantity shall be allocated the same as set forth for

Interruptible Service. Lessee's right to deliver to Wright TGP shall be limited to the Maximum Firm Equivalent Quantity.

d) In the event of an outage of the Constitution Transfer Station, Lessee's delivery nominations, up to the Maximum Firm Equivalent Quantity, shall be allocated the same as Primary Firm Reserved Service.

3. Curtailement of Capacity. Lessee shall have the following rights:

a) Lessee shall have exclusive rights to all available receipt capacity at Wright CPL.

b) Except as provided below, Lessee's delivery nominations, up to the Maximum Firm Equivalent Quantity to Wright TGP, Wright IZ1, and/or Wright IZ2 shall be curtailed the same as set forth for Primary Firm Reserved Service.

c) Lessee's delivery nominations to Wright IZ1, Wright IZ2, and/or Wright TGP in excess of the Maximum Firm Equivalent Quantity shall be curtailed the same as set forth for Interruptible Service. Lessee's right to deliver to Wright TGP shall be limited to the Maximum Firm Equivalent Quantity.

d) In the event of an outage of the Constitution Transfer Station, Lessee's delivery nominations, up to the Maximum Firm Equivalent Quantity, shall be curtailed the same as Primary Firm Reserved Service.

ARTICLE VIII – BALANCING AND PENALTY PROVISIONS

The Balancing and Penalty Provisions shall be the same as set forth for Shippers in Lessor's FERC Gas Tariff, General Terms and Conditions Section 6, as may be amended from time to time.

ARTICLE IX – FUEL CALCULATION AND REIMBURSEMENT

The Parties agree that, in addition to the Monthly Lease Rate, as adjusted pursuant to Article III, described in this Agreement, Lessee shall also pay to Lessor under this Agreement, and be responsible under this Agreement for, additional charges which are designed to allow Lessor to recover all fuel costs associated with Lessee's use of the Wright II Capacity. Lessor shall calculate such fuel costs in a manner that is consistent with the fuel calculation and reimbursement provisions utilized for current shippers in Lessor's FERC Gas Tariff, General Terms and Conditions Section 36, as may be amended from time to time. Such calculations shall ensure that Lessor's shippers will not be responsible for any fuel costs associated with the Wright II Capacity.

ARTICLE X - QUALITY

The requirements for gas quality shall be the same as set forth for Shippers in Lessor's FERC Gas Tariff, General Terms and Conditions Section 9, as may be amended from time to time.

ARTICLE XI - MEASUREMENT

1. The requirements for gas measurement shall be the same as set forth for Shippers in Lessor's FERC Gas Tariff, General Terms and Conditions Section 10, as may be amended from time to time.

2. The requirements for measuring equipment at Wright CPL shall be set forth in the Interconnect Agreement to be negotiated by the Parties ("Interconnect Agreement").

ARTICLE XII – POSSESSION OF GAS

The provisions for Possession of Gas shall be the same as set forth for firm Shippers in Lessor's FERC Gas Tariff, General Terms and Conditions Section 15, as may be amended from time to time.

ARTICLE XIII – WARRANTY OF TITLE TO GAS

Except as otherwise provided herein, it is expressly understood that title to all natural gas transported by Lessee through the Wright II Capacity shall be held by Lessee or its shippers. It is further understood that Lessee will indemnify Lessor and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of claims of any or all persons to the said gas or to royalties, taxes, license fees or charges thereon resulting from breach of this warranty. Lessor hereby expressly disclaims that it has or will have title to any gas to be transported through the Wright II Capacity by or on behalf of Lessee or its shippers.

ARTICLE XIV – OTHER OPERATING CONDITIONS

The provisions set forth for Shippers in Lessor's FERC Gas Tariff, General Terms and Conditions Section 18 shall apply to Lessee.

ARTICLE XV – COORDINATION OF ACTIONS

1. The design basis of Lessor's and Lessees' facilities at Wright CPL shall be set forth in the Interconnect Agreement.

2. Responsibility for operation and maintenance of the facilities at Wright CPL shall be set forth in the Interconnect Agreement.
3. Lessor and Lessee agree to coordinate operation of their respective facilities to the extent possible. Day to day operation of the Proposed Facilities shall be managed by Lessor.
4. Management of daily imbalances at Wright CPL shall be set forth in the Operational Balancing Agreement to be negotiated by the Parties.

ARTICLE XVI – CONSTRUCTION AND MODIFICATION OF FACILITIES

1. Lessor shall construct, at its own expense, all facilities necessary to provide the lease capacity contemplated for the Initial Term of this Agreement.
2. Lessor reserves the right to construct modifications and additions to its facilities to provide services for customers other than Lessee, provided that such activity shall in no way impair Lessee's ability to utilize the Wright II Capacity. Lessee shall not be responsible for any of the costs and expenses incurred in connection with any such modifications and additions.

ARTICLE XVII– OPERATION AND MAINTENANCE

Subject to the terms and conditions of this Agreement, Lessor shall be solely responsible for and will have sole and exclusive control over all aspects of the operation and maintenance of the Proposed Facilities, and Lessor shall operate and maintain the Proposed Facilities in accordance with its FERC approved Gas Tariff, its standard operating and maintenance policies applicable to its entire pipeline system, and the applicable requirements of federal, state, or other governmental agencies having jurisdiction and in accordance with sound and prudent industry practice. So long as this Agreement shall be in effect, Lessee shall have no right or duty to operate or maintain the Proposed Facilities or supervise, direct or otherwise control in any manner the operation and maintenance of the Proposed Facilities.

ARTICLE XVIII – FORCE MAJEURE

1. As used in this Agreement, the term "Force Majeure" shall mean, acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lighting, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, line freezeups, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of a kind herein enumerated, or otherwise, not reasonably within the control of the Party claiming excuse and which by the exercise of due diligence such party is unable to prevent or overcome. A failure to settle or prevent any strike or controversy with employees or with anyone purporting or seeking to represent employees shall not

be considered to be a matter within the control of the party claiming excuse. Under no circumstances will lack of finances be construed to constitute force majeure.

2. If by reason of Force Majeure, either Party is rendered unable, wholly or in part, to carry out its obligations under this Agreement (other than the obligation to make payment of amounts accrued and due hereunder at the time), and if the Party provides written notice and a complete description of the Force Majeure to the other Party within five days after the occurrence of the event giving rise to the Force Majeure then the Party giving such notice shall be relieved of its obligations under this Agreement and shall not be liable for any damages to the other Party associated with its failure to perform its obligations to the extent that it is affected by the Force Majeure; provided however, that the Party giving notice of the Force Majeure will not be relieved of its obligations or liability in the event of its negligence or willful misconduct in creating the condition or if it fails to act with due diligence to remedy the cause of the Force Majeure with all reasonable dispatch and, provided further, that the existence of Force Majeure shall not relieve a Party from its obligations to make payments accrued and due under this Agreement during the time of the event.

ARTICLE XIX -- NOTICES

Notices to Lessor shall be addressed to:

Iroquois Gas Transmission System, L.P.
c/o Iroquois Pipeline Operating Co.
One Corporate Drive, Suite 600
Shelton, Connecticut 06484
Attention: Marketing, Development and Commercial Operations
Contract Administration

Notices to Lessee hereunder shall be addressed to:

Constitution Pipeline Company, LLC
c/o Williams Gas Pipeline Company, LLC, its operator
2800 Post Oak Blvd.
Houston TX 77056
Attention: Vice President, Commercial Operations

Either party may change its address under this Article by written notice to the other party.

ARTICLE XX – INDEMNIFICATION

1. With respect to third party claims that might be brought against either Party, each Party (the “Indemnitor”) shall indemnify and hold harmless the other Party (the “Indemnitee”) against such third party claims, demands or causes of action, and all costs, actions, damages, losses, expenses or liabilities reasonably and necessarily incurred by the Indemnitee in connection

therewith, to the extent such claims, demands, or causes of action arise out of the Indemnitor's acts or omissions associated with the performance of the Indemnitor's obligations under this Agreement; provided, however, that this contractual obligation shall not apply to the extent that the Indemnitee is negligent or otherwise at fault or to the extent that strict liability is imposed upon the Indemnitee as a matter of law.

2. In connection with Article XX Section 1, in the event that both Lessor and Lessee are adjudicated negligent or otherwise at fault or strictly liable without fault with respect to damage or injuries sustained by the third party claimant, this contractual obligation of indemnification shall continue but Lessor and Lessee shall each indemnify the other only for the percentage of responsibility for the damage or injuries adjudicated to be attributed to the Indemnitor. In such a situation, it is intended that, to the extent either Lessor or Lessee pays such third party claimant for its costs, losses, liabilities, expenses and/or judgments attributed to the percentage of negligence, fault or liability of the other, these obligations of indemnification shall function as a contractual arrangement of contribution. This contractual arrangement of contribution shall survive settlement of the underlying third party claim and, provided that notice and the right to participate in the investigation, defense, and resolution (including settlement) of such third party claim has been provided, shall apply to voluntary settlements made by either Lessor or Lessee with the third party.

3. In connection with Article XX Section 1 and 2, it is a condition precedent to the Indemnitor's contractual obligation of indemnification under this Agreement that the Indemnitee shall provide written notice of the third party claim, demand or cause of action within thirty (30) days after the Indemnitee reasonably determines that such third party claim, demand or cause of action involves a claim for indemnity under this Agreement, or with such lesser time if necessary for Indemnitor to defend itself timely against such claim, demand or cause of action. It is further a condition precedent to the Indemnitor's contractual obligation of indemnification under this Agreement that the Indemnitor shall have had the right to participate in the investigation, defense and resolution of the third party claim.

4. The indemnity provisions set forth in this Article shall survive the termination of this Agreement for six years.

ARTICLE XXI - TRANSFER AND ASSIGNMENT OF AGREEMENT

Any entity which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either Lessor or Lessee, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Any party may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder, but no assignment of this Agreement or of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the written consent thereto of Lessee in the event of an assignment by Lessor or Lessor in the event of an assignment by Lessee, which consents shall not be unreasonably withheld (it being understood that consent shall not considered unreasonably withheld when based on the Creditworthiness and Credit Support grounds set forth in Article XXV hereunder). Nothing herein shall prevent either Party ("First Party") from pledging, granting a security interest in, or assigning as collateral all or any portion of First Party's

interest in this Agreement to secure any debt or obligation of First Party under any mortgage, deed of trust, security, credit agreement, indenture or similar instrument (“Security Interest”) and the other Party (“Second Party”) shall negotiate in good faith with the secured person(s) to provide a written consent to the Security Interest as reasonably requested by the secured person(s), provided such written consent does not change any of the rights or obligations under this Agreement or the Precedent Agreement or impose any additional obligations upon Second Party.

ARTICLE XXII - NONRECOURSE OBLIGATION OF PARTNERSHIP AND OPERATOR

Lessee acknowledges and agrees that (a) Lessor is a Delaware limited partnership; (b) Lessee shall have no recourse against any Partner in Lessor or Partner’s affiliates with respect to Lessor’s obligations under this Agreement and that its sole recourse shall be against the partnership assets, irrespective of any failure to comply with applicable law or any provision of this Agreement; (c) no claim shall be made against any Partner or Partner’s affiliate under or in connection with this Agreement; (d) Lessee shall have no right of subrogation to any claim of Lessor for any capital contributions from any Partner to Lessor; (e) no claims shall be made against the operator of Lessor (“Operator”), its officers, employees, and agents, under or in connection with this Agreement and the performance of Operator’s duties as Operator (provided that this shall not bar claims resulting from the gross negligence or willful misconduct of Operator, its officers, employees or agents) and, upon specific request by Lessor, Lessee shall provide Operator with a waiver of subrogation of Lessee’s insurance company for all such claims; and (f) these covenants are made expressly for the benefit of the Partners in Lessor and Operator. Likewise, Lessor acknowledges and agrees that (a) Lessee is a Delaware limited liability company; (b) with the exception of any guarantee established by a member or its parent for the benefit of Lessor pursuant to Section 8 of the Precedent Agreement, Lessor shall have no recourse against the members of Lessee or their affiliates with respect to Lessee’s obligations under this Agreement and that its sole recourse shall be against the limited liability company assets, irrespective of any failure to comply with applicable law or any provision of this Agreement; (c) no claim shall be made against any members of the limited liability company or their affiliates under or in connection with this Agreement; (d) Lessor shall have no right of subrogation to any claim of Lessee for any capital contributions from any member to Lessee; (e) no claims shall be made against the operator of Lessee, its officers, employees, and agents, under or in connection with this Agreement and the performance of such operator’s duties as operator of Lessee (provided that this shall not bar claims resulting from the gross negligence or willful misconduct of the operator, its officers, employees or agents) and, upon specific request by Lessee, Lessor shall provide such operator with a waiver of subrogation of Lessor’s insurance company for all such claims; and (f) these covenants are made expressly for the benefit of the members of Lessee and Lessee’s operator.

ARTICLE XXIII - LAW OF AGREEMENT

The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of New York without reference to that State’s conflicts of laws provisions.

ARTICLE XXIV - EFFECT OF AGREEMENT AND MODIFICATION

This Agreement shall inure to the benefit of and be binding upon each of the Parties and their successors and permitted assignees. This Agreement, including its attachments, when executed, supersedes all prior agreements and understandings, whether oral or written, with respect to the subject matter of this Agreement; provided, however, that this Agreement does not supersede, and is without prejudice to any rights or obligations the Parties have to each other under separate and distinct agreements, including, but not limited to, the Precedent Agreement, any interconnection agreements, operational balancing agreements, and any construction, operation and maintenance agreements between Lessor and Lessee. No modification of the terms and provisions of this Agreement shall be made except as mutually agreed in writing by the Parties, and neither Party shall have the right, absent such mutual agreement, to file with the FERC to alter any provisions of this Agreement.

ARTICLE XXV – Creditworthiness and Credit Support

The terms of Section 8 of the Precedent Agreement (Creditworthiness and Credit Support) are incorporated by reference herein, mutatis mutandis.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in duplicate counterparts by their proper officers thereunto duly authorized, as of the date first hereinabove written.

IROQUOIS GAS TRANSMISSION SYSTEM, L.P.
By Its Agent,
IROQUOIS PIPELINE OPERATING CO.

By _____
Name:
Title:

By _____
Name:
Title:

CONSTITUTION PIPELINE COMPANY, LLC
By Williams Gas Pipeline Company, LLC, its operator

By _____
Name:
Title:

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INFORMATION REMOVED

ATTACHMENT D

**Project Costs and Capacity Lease Revenues/Income
(Updated Exhibit K and Exhibit N)**

Iroquois Gas Transmission System, L.P.

Docket No. CP13-502-___

Attachment D

Page 1 of 3

EXHIBIT KCost of Facilities (Dollars in \$000's)

RIGHT OF WAY	\$ -
RIGHT OF WAY DAMAGES	\$ -
SURVEYS	\$ -
LABOR	\$ -
1MATERIALS	\$ 56,957
2ENGINEERING AND INSPECTION	\$ 8,139
3OVERHEAD	\$ 5,143
4AFUDC	\$ 11,279
5CONTINGENCY	\$ 29,963
6LEGAL FEES	\$ 1,500
7OTHER SERVICES	\$ 39,283
PROJECT TOTAL	\$ 152,264

EXHIBIT N**TOTAL LEASE REVENUES, EXPENSES, AND INCOME**

Line #	Description	Notes	Year 1	Year 2	Year 3
1	ANNUAL LEASE REVENUE	1/	\$ 33,215,000	\$ 33,215,000	\$ 33,215,000
2	Operation and Maintenance		\$ 761,320	\$ 791,773	\$ 823,444
3	Taxes Other Than Income		\$ 3,045,280	\$ 3,045,280	\$ 3,045,280
4	TOTAL OPERATING EXPENSES		\$ 3,806,600	\$ 3,837,053	\$ 3,868,724
5	DEPRECIATION	2/	\$ 4,217,713	\$ 4,217,713	\$ 4,217,713
6	EARNINGS BEFORE INT & INC TAXES		\$ 25,190,687	\$ 25,160,234	\$ 25,128,563
7	Interest Charges		\$ 3,518,553	\$ 3,377,065	\$ 3,218,794
8	EARNINGS BEFORE INCOME TAXES		\$ 21,672,134	\$ 21,783,169	\$ 21,909,769
9	Current Income Taxes		\$ 4,828,873	\$ 3,047,874	\$ 3,463,505
10	Deferred Income Taxes		\$ 897,122	\$ 2,707,457	\$ 2,325,275
11	TOTAL INCOME TAXES		\$ 5,725,994	\$ 5,755,331	\$ 5,788,780
12	NET INCOME		\$ 15,946,139	\$ 16,027,838	\$ 16,120,989

1/ The annual lease revenue is set forth in the lease agreement.

2/ Used Iroquois system depreciation and negative salvage rate of 2.77% consistent with the rates approved in Docket No. RP22-1065.

EXHIBIT N

Line #	INCREMENTAL WIP COST OF SERVICE				Year 1	Year 2	Year 3
1	Total Plant				\$ 152,264,011	\$ 152,264,011	\$ 152,264,011
2	Accumulated Depreciation				\$ 2,108,857	\$ 6,326,570	\$ 10,544,283
3	Net Plant				\$ 150,155,154	\$ 145,937,441	\$ 141,719,728
4	Accumulated Deferred Income Taxes				\$ 448,561	\$ 2,250,850	\$ 4,767,216
5	Rate Base				\$ 149,706,594	\$ 143,686,591	\$ 136,952,512
		%Funded	Cost	Weighted			
6	Debt	54.76%	4.29%	2.35%	\$ 3,518,553	\$ 3,377,065	\$ 3,218,794
7	Equity	45.24%	12.38%	5.60%	\$ 8,384,635	\$ 8,047,472	\$ 7,670,316
8			Return	7.95%	\$ 11,903,188	\$ 11,424,537	\$ 10,889,110
9	Composite Tax Rate	26.421%	Taxes		\$ 3,010,784	\$ 2,889,714	\$ 2,754,283
10			Depreciation	2.77%	\$ 4,217,713	\$ 4,217,713	\$ 4,217,713
11			Property Tax	2.00%	\$ 3,045,280	\$ 3,045,280	\$ 3,045,280
12			Operation & Maintenance	0.50%	\$ 761,320	\$ 791,773	\$ 823,444
13	Total Cost of Service				\$ 22,938,285	\$ 22,369,017	\$ 21,729,830
14	Annual Lease Payment				\$ 33,215,000	\$ 33,215,000	\$ 33,215,000
15	Net Financial Benefit				\$ 10,276,715	\$ 10,845,983	\$ 11,485,170

ATTACHMENT E
Updated Landowner List

Information submitted separately as Privileged

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INFORMATION REMOVED

ATTACHMENT F

**Updated Company Officials and Subsidiaries and Affiliation
(Updated Exhibit C and Exhibit D)**

EXHIBIT C

Company Officials

Iroquois Gas Transmission System, L.P. (“Iroquois”) is a limited partnership managed by a Management Committee which is comprised of a Representative of each of Iroquois’ partners. The following is a list of the Representatives who currently comprise the Management Committee and their addresses:

Joshua Gibbon – Representative for TC Pipelines LP. and TransCanada Iroquois Ltd
TC Energy
700 Louisiana Street
Houston, TX 77002

Brian Wilson – Representative for Iroquois, Inc. & Iroquois GP Holding Company, LLC
BHE GT&S
10700 Energy Way
Glen Allen, VA 23060

EXHIBIT D

Subsidiaries and Affiliation

Neither Iroquois Gas Transmission System, L.P. (“Iroquois”) nor any of its officers or management committee members directly or indirectly owns, controls, or holds with power to vote, ten percent (10%) or more of the outstanding voting securities of any other person or organized group of persons engaged in the production, transportation, distribution, or sale of natural gas, or of any person or organized group of persons engaged in the construction or financing of those enterprises or operations. Iroquois does, however, own, control, and hold one hundred percent (100%) of the stock of Iroquois Gas Transmission System, Inc., a corporation organized under the laws of the State of Delaware for the purpose of exercising Iroquois’ right of eminent domain in Connecticut state courts. Iroquois also owns, controls, and holds one hundred percent (100%) of the stock of Iroquois Pipeline Operating Company, a corporation organized under the laws of the State of Delaware for the purpose of operating the Iroquois system.

TC PipeLines, LP (“TCPLP”), a Delaware limited partnership, is a partner of Iroquois and has a percentage interest of forty-nine and thirty-four hundredths percent (49.34%) in the partnership. TransCanada Iroquois LLC (“TCIL”), a Delaware corporation, is a partner in Iroquois and has a percentage interest of sixty-six hundredths of a percent (0.66%) in the partnership. TCPLP and TCIL are affiliates of TC Energy.

Iroquois, Inc. (“II”), a Delaware corporation, is a partner in Iroquois and has a twenty-four and seven hundredths percent (24.07%) interest in the partnership. Iroquois GP Holding Company, LLC (“IGPH”), a Delaware limited liability company, has a twenty-five and ninety-three hundredths percent (25.93%) interest in the partnership. II is a direct, wholly-owned

Iroquois Gas Transmission System, L.P.

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Attachment F

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subsidiary of BHE GT&S, LLC (“GT&S”), a Virginia limited liability company; IGPH is an indirect, wholly-owned subsidiary of GT&S. GT&S is an indirect, wholly-owned subsidiary of Berkshire Hathaway Energy Company.

**UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION**

Iroquois Gas Transmission System, L.P.

Docket No. CP13-502-____

NOTICE OF PETITION

(February 13, 2026)

Take notice that on February 13, 2026, Iroquois Gas Transmission System, L.P. (Iroquois), One Corporate Drive, Shelton, Connecticut 06484, filed with the Federal Energy Regulatory Commission (Commission) in the above-referenced docket, a Petition pursuant to Section 7(c) of the Natural Gas Act and Part 157 of the Commission's regulations for reissuance of Iroquois' certificate for its Wright Interconnect Project (WIP). Specifically, Iroquois requests reissuance of certificate authority to construct, install, own, operate, and maintain certain new pipeline interconnection and compression facilities to be located in Wright, New York, and to modify certain existing interconnection and compression facilities. Iroquois also proposes to lease the incremental pipeline capacity associated with these new and modified facilities to Constitution Pipeline Company, LLC (Constitution), a proposed interstate gas pipeline company for which reissuance of FERC certificates and other necessary authorizations is currently being sought.

The WIP will allow Iroquois to establish a new receipt interconnection with Constitution and create an incremental 650,000 dekatherms per day (Dth/d) of primary firm transmission capacity from that new point of interconnection with Constitution to interconnections with Iroquois' mainline system as well as Tennessee Gas Pipeline Company, LLC. The Commission previously conducted its proceeding in Docket No. CP13-502-000, as noted in the caption of the Notice. On December 2, 2014, the Commission issued an Order Issuing Certificates and Approving Abandonment for the WIP in Docket No. CP13-502-000.

In addition to publishing the full text of this document in the Federal Register, the Commission provides all interested persons an opportunity to view and/or print the contents of this document via the Internet through the Commission's Home Page (<http://www.ferc.gov>). From the Commission's Home Page on the Internet, this information is available on eLibrary. The full text of this document is available on eLibrary in PDF and Microsoft Word formats for viewing, printing, and/or downloading. To access this document in eLibrary, type the docket number excluding the last three digits of this document in the docket number field.

User assistance is available for eLibrary and the Commission's website during normal business hours from FERC Online Support at (202) 502-6652 (toll-free at 1-866-208-3676) or email at ferconlinesupport@ferc.gov, and the Public Reference Room at (202) 502-8371, TTY at (202) 502-8659. Email the Public Reference Room at public.referenceroom@ferc.gov.

Any questions regarding this application should be directed to Kimberly A.E. Pritchard, Vice President and General Counsel, Iroquois Pipeline Operating Company, One Corporate Drive, Suite 600, Shelton, CT 06484 (phone: (203) 944-7032; email: kimberly_pritchard@iroquois.com).

Pursuant to section 157.9 of the Commission's rules, 18 CFR 157.9, within 90 days of this Notice the Commission staff will either: complete its environmental assessment (EA) and place it into the Commission's public record (eLibrary) for this proceeding; or issue a Notice of Schedule for Environmental Review. If a Notice of Schedule for Environmental Review is issued, it will indicate, among other milestones, the anticipated date for the Commission staff's issuance of the final environmental impact statement (FEIS) or EA for this proposal. The filing of the EA in the Commission's public record for this proceeding or the issuance of a Notice of Schedule for Environmental Review will serve to notify federal and state agencies of the timing for the completion of all necessary reviews, and the subsequent need to complete all federal authorizations within 90 days of the date of issuance of the Commission staff's FEIS or EA.

PUBLIC PARTICIPATION

There are three ways to become involved in the Commission's review of this project: you can file comments on the project, you can protest the filing, and you can file a motion to intervene in the proceeding. There is no fee or cost for filing comments or intervening. The deadline for filing a motion to intervene is 5:00 p.m. Eastern Time on [DATE]. How to file protests, motions to intervene, and comments is explained below.

The Commission's Office of Public Participation (OPP) supports meaningful public engagement and participation in Commission proceedings. OPP can help members of the public, including landowners, community organizations, Tribal members and others, access publicly available information and navigate Commission processes. For public inquiries and assistance with making filings such as interventions, comments, or requests for rehearing, the public is encouraged to contact OPP at (202) 502-6595 or OPP@ferc.gov.

Comments

Any person wishing to comment on the project may do so. Comments may

include statements of support or objections, to the project as a whole or to specific aspects of the project. The more specific your comments, the more useful they will be.

Protests

Pursuant to section 157.10(a)(4), 18 C.F.R. § 157.10(a)(4), and section 385.211, 18 C.F.R. § 385.211, of the Commission's regulations under the NGA, any person¹ may file a protest to the application. Protests must comply with the requirements specified in section 385.2001, 18 C.F.R. § 385.2001, of the Commission's regulations. A protest may also serve as a motion to intervene so long as the protestor states it also seeks to be an intervenor.

To ensure that your comments or protests are timely and properly recorded, please submit your comments on or before [DATE].

There are three methods you can use to submit your comments or protests to the Commission. In all instances, please reference the Project docket number [docket no.] in your submission.

- (1) You may file your comments electronically by using the [eComment](#) feature, which is located on the Commission's website at www.ferc.gov under the link to [Documents and Filings](#). Using eComment is an easy method for interested persons to submit brief, text-only comments on a project;
- (2) You may file your comments or protests electronically by using the [eFiling](#) feature, which is located on the Commission's website (www.ferc.gov) under the link to [Documents and Filings](#). With eFiling, you can provide comments in a variety of formats by attaching them as a file with your submission. New eFiling users must first create an account by clicking on "[eRegister](#)." You will be asked to select the type of filing you are making; first select "General" and then select "Comment on a Filing"; or
- (3) You can file a paper copy of your comments or protests by mailing them to the following address below. Your written comments must reference the Project docket number (**docket no.**).

To file via USPS:

¹ Persons include individuals, organizations, businesses, municipalities, and other entities. 18 C.F.R. § 385.102(d).

Debbie-Anne A. Reese, Secretary
Federal Energy Regulatory Commission
888 First Street NE
Washington, DC 20426

To file via any other courier:
Debbie-Anne A. Reese, Secretary
Federal Energy Regulatory Commission
12225 Wilkins Avenue
Rockville, Maryland 20852

The Commission encourages electronic filing of comments (options 1 and 2 above) and has eFiling staff available to assist you at (202) 502-8258 or FercOnlineSupport@ferc.gov.

Persons who comment on the environmental review of this project will be placed on the Commission's environmental mailing list, and will receive notification when the environmental documents (EA or EIS) are issued for this project and will be notified of meetings associated with the Commission's environmental review process.

The Commission considers all comments received about the project in determining the appropriate action to be taken. **However, the filing of a comment alone will not serve to make the filer a party to the proceeding.** To become a party, you must intervene in the proceeding. For instructions on how to intervene, see below.

Interventions

Any person, which includes individuals, organizations, businesses, municipalities, and other entities, 18 C.F.R. § 385.102(d), has the option to file a motion to intervene in this proceeding. Only intervenors have the right to request rehearing of Commission orders issued in this proceeding and to subsequently challenge the Commission's orders in the U.S. Circuit Courts of Appeal.

To intervene, you must submit a motion to intervene to the Commission in accordance with Rule 214 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.214, and the regulations under the NGA, 18 C.F.R. § 157.10, by the intervention deadline for the project, which is **[DATE]**. As described further in Rule 214, your motion to intervene must state, to the extent known, your position regarding the proceeding, as well as your interest in the proceeding. For an individual, this could include your status as a landowner, ratepayer, resident of an impacted community, or recreationist. You do not need to have property directly impacted by the project in order to intervene. For more information about motions to intervene, refer to the FERC website at <https://www.ferc.gov/resources/guides/how-to/intervene.asp>.

There are two ways to submit your motion to intervene. In both instances, please reference the Project docket number [**docket no.**] in your submission.

- (1) You may file your motion to intervene by using the Commission's [eFiling](#) feature, which is located on the Commission's website (www.ferc.gov) under the link to "[Documents and Filings](#)." New eFiling users must first create an account by clicking on "[eRegister](#)." You will be asked to select the type of filing you are making; first select "General" and then select "Intervention." The eFiling feature includes a document-less intervention option; for more information, visit <https://www.ferc.gov/docs-filing/efiling/document-less-intervention.pdf>; or
- (2) You can file a paper copy of your motion to intervene, along with three copies, by mailing the documents to the address below. Your motion to intervene must reference the Project docket number [**docket no.**].

To file via USPS:

Debbie-Anne A. Reese, Secretary
Federal Energy Regulatory Commission
888 First Street NE
Washington, DC 20426

To file via any other courier:

Debbie-Anne A. Reese, Secretary
Federal Energy Regulatory Commission
12225 Wilkins Avenue
Rockville, Maryland 20852

The Commission encourages electronic filing of motions to intervene (option 1 above) and has eFiling staff available to assist you at (202) 502-8258 or FercOnlineSupport@ferc.gov.

Protests and motions to intervene must be served on the applicant by mail at: Iroquois Pipeline Operating Company, Iroquois Gas Transmission System, L.P., One Corporate Drive, Suite 600, Shelton, Connecticut 06484, by telephone at (203) 944-7032, or by email at kimberly_pritchard@iroquois.com. Any subsequent submissions by an intervenor must be served on the applicant and all other parties to the proceeding. Contact information for parties can be downloaded from the service list at the eService link on FERC Online. Service can be via email with a link to the document.

All timely, unopposed motions² to intervene are automatically granted by operation of Rule 214(c)(1), 18 C.F.R. § 385.214(c)(1). Motions to intervene that are filed after the intervention deadline are untimely, and may be denied. Any late-filed motion to intervene must show good cause for being late, and must explain why the time limitation should be waived and provide justification by reference to factors set forth in Rule 214(d) of the Commission's Rules and Regulations, 18 C.F.R. § 385.214(b)(3), (d). A person obtaining party status will be placed on the service list maintained by the Secretary of the Commission and will receive copies (paper or electronic) of all documents filed by the applicant and by all other parties.

TRACKING THE PROCEEDING

Throughout the proceeding, additional information about the project will be available from the Commission's Office of External Affairs, at **(866) 208-FERC**, or on the FERC website at www.ferc.gov using the "eLibrary" link as described above. The eLibrary link also provides access to the texts of all formal documents issued by the Commission, such as orders, notices, and rulemakings.

In addition, the Commission offers a free service called eSubscription, which allows you to keep track of all formal issuances and submittals in specific dockets. This can reduce the amount of time you spend researching proceedings by automatically providing you with notification of these filings, document summaries, and direct links to the documents. For more information and to register, go to www.ferc.gov/docs-filing/esubscription.asp.

Intervention Deadline: 5:00 pm Eastern Time on [DATE]

Debbie-Anne A. Reese,
Secretary.

² The applicant has 15 days from the submittal of a motion to intervene to file a written objection to the intervention.

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