

September 14, 2018

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

Re: Columbia Gas Transmission, LLC Negotiated Rate Agreement Docket No. RP18-___-

Dear Ms. Bose:

Columbia Gas Transmission, LLC 700 Louisiana Street, Suite 700 Houston, TX 77002-2700

John A. Roscher Director, Rates & Tariffs

832.320.5675 tel fax 832.320.6675

email John Roscher@TransCanada.com web www.columbiapipeinfo.com

Pursuant to Section 4 of the Natural Gas Act ("NGA"), and Part 154 of the Federal Energy Regulatory Commission's ("Commission") regulations, Columbia Gas Transmission, LLC ("Columbia") hereby respectfully submits for filing and acceptance the following revisions, all of which are included as Appendix A:

- Revised tariff section Part 1 Table of Contents ("Table of Contents") to be part of its FERC Gas Tariff, Original Volume No. 1.1 ("Tariff No. 1.1"); and
- One (1) Rate Schedule NTS-S negotiated rate service agreement entered into with Essential Power Rock Springs, LLC ("Essential Power") to be housed in its Tariff No. 1.1 ("Agreement"); ²

Columbia respectfully requests that the Commission accept the proposed tariff section and record, included as Appendix A, to be effective September 14, 2018, as further described below.

Correspondence

The names, titles and mailing address of the persons to whom correspondence and communications concerning this filing should be directed are as follows:

¹ 18 C.F.R. Part 154 (2018).

² Electronic Tariff Filings, 124 FERC ¶ 61,270 (2008) ("Order No. 714"). Order No. 714 at P 42. Order No. 714 states that "Negotiated rate agreements...need not be divided, but can be filed as entire documents." Columbia has elected to file the Agreement included herein as a whole document in PDF format.

* Richard Bralow Legal Counsel Columbia Gas Transmission, LLC 700 Louisiana Street, Suite 700 Houston, Texas 77002-2700 Tel. (832) 320-5177 richard_bralow@transcanada.com John A. Roscher Director, Rates & Tariffs

* David H. Brown
Manager, Tariffs
Columbia Gas Transmission, LLC
700 Louisiana Street, Suite 700
Houston, Texas 77002-2700
Tel. 832-320-5512
david_brown@transcanada.com

Statement of Nature, Basis and Reasons

On October 31, 1996, in Docket No. RP96-390,³ the Commission approved Section VII.46 of the General Terms and Conditions of Columbia's Tariff, which authorized Columbia to enter into negotiated rate agreements with its customers.

In accordance with Section VII.46, Columbia is filing the Agreement to reflect one (1) new negotiated rate service agreement between Columbia and Essential Power, as more fully described below:

• Contract No. 209874 – Columbia originally entered into NTS-S Contract No. 26592 with Old Dominion Electric Cooperative ("Old Dominion"). On June 28, 2018, Essential Power acquired certain Old Dominion assets and assumed Old Dominion's interests in certain Columbia transportation service agreements effective September 14, 2018, including Contract No. 26592. As a result, Old Dominion has permanently released Contract No. 26592 to Essential Power. However, due to administrative limitations within Columbia's contracting system, such permanent release requires a new contract number for the replacement shipper (*i.e.*, Essential Power). As a result, Columbia has entered into Contract No. 209874 with Essential Power as a negotiated rate service agreement at the same rate previously applicable to Contract No. 26592. Specifically,

-

^{*} Persons designated for official service pursuant to Rule 2010.

³ Columbia Gas Transmission Corporation, 77 FERC ¶ 61,093 (1996), order on compliance filing, 78 FERC ¶ 61,263, reh'g, 81 FERC ¶ 61,206 (1997).

⁴ Contract No. 26592 was originally filed with and accepted by the Commission as a negotiated rate service agreement. See *Columbia Gas Transmission Corporation*, Docket No. RP12-438-000 (March 28, 2012) (unpublished Director's letter order). Subsequently, Contract No. 26592 was revised to reflect an amended negotiated rate. During a review of Contract No. 26592, it was discovered that Columbia inadvertently neglected to refile with the Commission the amended Contract No. 26592.

As part of Essential Power's acquisition, in Docket No. RP18-1059-000, Essential Power filed a petition for temporary waiver of the Commission's policy prohibiting tying the release of pipeline capacity to extraneous conditions, the shipper-must-have-title rule, the prohibition of buy/sell transactions, and any other waivers necessary to facilitate the succession of service agreements from Old Dominion to Essential Power. On August 28, 2018, the Commission granted this waiver. *Old Dominion Electric Cooperative*, 164 FERC ¶ 61,142 (2018).

within Contract No. 209874, Columbia and Essential Power have mutually agreed that Essential Power shall pay the negotiated rates as set forth in the Negotiated Rate Letter Agreement attached to the Agreement. The Negotiated Rate Letter Agreement for Contract No. 209874, which is not part of Columbia's *pro forma* service agreement, sets forth the agreed-upon rates for firm service. Contract No. 209874 is included in Appendix A as tariff record 3.27.

The Agreement does not contain any provision that is either non-conforming or a material deviation from the applicable Form of Service Agreement in Columbia's Tariff.⁶

Columbia advises that no undisclosed agreements, etc., are linked to the Agreement included herein as Appendix A.⁷ To conform with Order No. 714, Columbia is submitting the Agreement individually and in its entirety as tariff record 3.27. Additionally, a revised Table of Contents is submitted herein to reflect the housing of tariff record 3.27 in Columbia's Tariff No. 1.1. Columbia is requesting that the Commission accept the tariff section and the Agreement to be effective September 14, 2018.

Request for Waiver and Effective Date

Columbia requests the Commission grant all waivers of its regulations necessary, including Section 154.207, and accept the tariff record and tariff section included as Appendix A, to be effective September 14, 2018.⁸

Other Filings Which May Affect This Proceeding

There are no other filings before the Commission that may significantly affect the changes proposed herein.

Contents of Filing

In accordance with Section 154.7 of the Commission's Regulations, Columbia is submitting the following via its electronic tariff filing:

- 1. This transmittal letter;
- 2. A clean version of the tariff section and tariff record (Appendix A); and

⁶ Specifically, Section VIII.1 – Service Agreement Forms, FTS, NTS, NTS-S, TPS, SST, OPT, ITS, and GTS.

⁷ The Agreement provides all the information required by Section VII.46 of Columbia's Tariff, including: (1) the exact legal name of the shipper; (2) the negotiated rate; (3) the applicable rate schedule; (4) the receipt and delivery points; and (5) the contract quantities.

⁸ See Statement of Policy on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Rate Transportation Services of Natural Gas Pipelines, 74 FERC ¶ 61,176 at 61,241-242 (1996) (indicating that the Commission will "readily grant requests to waive the 30-day notice requirement").

3. A marked version of the tariff section (Appendix B).

Certificate of Service

As required by Sections 154.7(b) and 154.208 of the Commission's regulations, copies of this filing are being served upon all of Columbia's existing customers and interested state regulatory agencies. A copy of this letter, together with any attachments, is available during regular business hours for public inspection

at Columbia's principal place of business.

Pursuant to Section 385.2005 and Section 385.2011, the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best of his knowledge and belief. Additionally, the

undersigned possesses full power and authority to sign such filing.

Any questions regarding this filing may be directed to David Brown at (832) 320-5512.

Respectfully submitted,

COLUMBIA GAS TRANSMISSION, LLC

John A. Roscher

Director, Rates & Tariffs

Enclosures

Appendix A

Clean Tariff Sections

Columbia Gas Transmission, LLC FERC Gas Tariff, Original Volume No. 1.1

Tariff S	Sections Sections	<u>Version</u>
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3.27	Service Agreement No. 209874 – Electric Power Rock Springs, LLC	v.0.0.0

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Columbia Gas Transmission, LLC FERC NGA Gas Tariff Baseline Tariffs

Proposed Effective Date: September 14, 2018 Service Agreement No. 209874 – Essential Power Rock Springs, LLC Option Code A

Service Agreement No. 209874 Revision No. 0

NTS-S SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 131 day of 5 eptember, 18, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and ESSENTIAL POWER ROCK SPRINGS, LLC ("Shipper").

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

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

Section 2. <u>Term.</u> Service under this Agreement shall commence as of September 14, 2018, and shall continue in full force and effect until October 31, 2028. Pre-granted abandonment shall apply upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's regulations and Transporter's Tariff.

Section 3. Rates. Shipper shall pay Transporter the charges and furnish Retainage as described in the above-referenced Rate Schedule, unless otherwise agreed to by the parties in writing and specified as an amendment to this Service Agreement. Transporter may agree to discount its rate to Shipper below Transporter's maximum rate, but not less than Transporter's minimum rate. Such discounted rate may apply to: (a) specified quantities (contract demand or commodity quantities); (b) specified quantities above or below a certain level or all quantities if quantities exceed a certain level; (c) quantities during specified time periods; (d) quantities at specified points, locations, or other defined geographical areas; (e) that a specified discounted rate will apply in a specified relationship to the quantities actually transported (i.e., that the reservation charge will be adjusted in a specified relationship to quantities actually transported); (f) production and/or reserves committed by the Shipper; and (g) based on a formula including, but not limited to, published index prices for specific receipt and/or delivery points or other agreed-upon pricing points, provided that the resulting rate shall be no lower then the minimum nor higher than the maximum applicable rate set forth in the Tariff. In addition, the discount agreement may include a provision that if one rate component which was at or below the applicable maximum rate at the time the discount agreement was executed subsequently exceeds the applicable maximum rate due to a change in Transporter's maximum rate so that such rate component must be adjusted downward to equal the new applicable maximum rate, then other rate components may be adjusted upward to achieve the agreed overall rate, so long as none of the resulting rate components exceed the maximum rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission order accepts revised tariff sections. However, nothing contained herein shall be construed to after a refund obligation under applicable law for any period during which rates, which had been charged under a discount agreement, exceeded rates which ultimately are found to be lust and reasonable.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 700 Louisiana

St., Sulte 700, Houston, Texas 77002-2700, Attention: Customer Services and notices to Shipper shall be addressed to it at Essential Power Rock Springs, LLC, 150 College Road, West, Suite 300, Princeton, NJ 08540, Attention: Nazar Makohin, until changed by either party by written notice.

Section 5. <u>Superseded Agreements</u>. This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreement(s): N/A.

ESSENTIAL	POWER ROCK SPRINGS, LLC	COLUMB	BIA GAS TRAŅSMISSION, LĻC	
Ву		Ву	mille & man	25
Title	Jason Solimini	Title	Vice President	-
Date	Vice President	Date	9-13-18	
	Finance, Controller and Trea	Beurer		_
	9/13/18	(F/1-)		

Revision No. 0

Appendix A to Service Agreement No. 209874
Under Rete Schedule NTS-3
between Columbia Gas Transmission, LLC ("Transporter")
and Essential Power Rock Springs, LLC ("Shipper").

Transportation Demand

<u>Begin Date</u>	End Date	Transportation Demand Dihiday	Recurrence <u>Interval</u>
09/14/2018	10/31/2028	0	10/1 - 3/31
09/14/2018	10/31/2028	50,000	4/1 - 9/30

Primary Receipt Points

<u>Begin Dale</u>	End Date	Scheduling <u>Point No.</u>	Scheduling Point Nama	Measuring Point No.	Messuring Point Name	Maximum Daily Quanüty (Oth/day)	Minknum Receipt Prassure Obligation (oslo) 1/	Recurrence
10/01/2018	10/31/2028	801	TCO-LEACH	801	TCO-LEACH	0		10/1 - 3/31
10/01/2018	10/31/2028	801	TCO-LEACH	801	TCO-LEACH	60,000		4/1 - 9/30
09/14/2018	09/30/2018	C22	EAGLE-26	632170	EAGLE C.S. (74-000011)	60,000		4/1 ~ 9/30
09/14/2018	10/31/2028	INV	inventory Admir Point			0		1/1 - 12/31
09/14/2018	10/31/2028	STOR	RP Storage Point TCO			O.		1/1 - 12/31

Primary Delivery Points

<u>Begin Dale</u> 09/14/2018	End Date 10/31/2028	Scheduling <u>Point No.</u> 637184	Soheduling Point Name ROCK SPRINGS STATION	Measuring <u>Point No.</u> 637184	Measyding Point Name ROCK 8PRINGS STATION	Maximum Daily Delivery Obligation (Dilv(day) 1/	Design Dally Quantity (Dift/day) 1/	Minimum Delivery Proseure Obligation (psk) 1/	Recurrence Interval 10/1 - 3/31
09/14/2018	10/31/2028	637184	ROCK SPRINGS STATION	637184	ROCK SPRINGS STATION	50,000		615	4/1 - 9/30
09/14/2018 09/14/2018	10/31/2028 10/31/2028	(NV STOR	inventory Admin Point RP Storage Point TCO			D 0			1/1 - 12/31 1/1 - 12/31

Appendix B to Service Agreement No. 209874 Under Rate Schedule NTS-S between Columbia Gas Transmission, LLC ("Transporter") and Essential Power Rock Springs, LLC ("Shipper").

Capacity Reduction Option Provisions*

SERVICE PACKAGE:

OPTION PERIOD(S)

OPTION DESCRIPTION

OPTION CONSIDERATION

ANY LIMITATIONS ON THE EXERCISE OF THE CAPACITY REDUCTION OPTION AS BID BY THE SHIPPER:

*NOTICE MUST BE GIVEN AS PROVIDED FOR IN GENERAL TERMS AND CONDITIONS SECTION 4.4(b)(2).



700 Louisiana St., Suite 700 Houston, Texas 77002

September 12, 2018

Essential Power Rock Springs, LLC 150 College Road West, Suite 300, Princeton, NJ 08540 Attention: Scott Wells

RE:

NTS-S Service Agreement No. 209874

Negotiated Rate Letter Agreement

Dear Scott:

This Negotiated Rate Letter Agreement ("NRL") between Columbia Gas Transmission, LLC ("Transporter" or "TCO") and Essential Power Rock Springs, LLC ("Shipper"), shall set forth the applicable rates and other rate provisions associated with the transportation service provided by Transporter to Shipper pursuant to the above-referenced Service Agreement. Transporter and Shipper may be referred to individually as a "Party" or collectively as the "Parties".

Shipper and Transporter hereby agree:

1. The "Negotiated Reservation Rates" during the Initial Term for the transportation service provided shall be those rates and terms agreed upon and set forth as follows:

Shipper, having been apprised of the availability of a recourse rate, has elected to pay a negotiated reservation of \$1.52 per Dth per Month. Shipper has elected to pay a negotiated commodity charge of \$0.08 per Dth per Day from September 14, 2018 through September 30, 2018 from the Primary Receipt Point at TETCO — Eagle (C22) to the Primary Delivery Point at Rock Springs Station (637184). After September 30, 2018, Shipper shall pay the original negotiated commodity charge of \$0.25 per Dth per Day applicable to all system receipt and delivery points. Shipper must also generate a minimum commodity revenue requirement of \$122,000 during April 1, 2019 through September 30, 2019. In the event that Shipper does not generate the commodity revenue requirement of \$122,000, Shipper shall pay the difference between the commodity payments received and \$122,000 at the end of the year. The negotiated reservation rates will apply to service to all secondary receipt and delivery points, The

negotiated rates will be contingent upon Shipper fully utilizing its NTS-S entitlements during the applicable period (April 1 through September 30) before utilizing its entitlements under any other service agreement between Shipper and Transporter. If, on three or more days, Shipper does not utilize its full NTS-S entitlements at its primary delivery point(s) under this Agreement before receiving service under another service agreement, the rate for service under this Agreement will increase to the maximum recourse rate applicable to Rate Schedule NTS-S for the duration of the contract.

For service from any primary or secondary receipt point to Shipper's primary delivery point or to any secondary delivery point located in Operating Areas 2, 4 or 8, Shipper will pay TCRA reservation surcharges that are equal to 27.2% of the then-effective TCRA reservation surcharge set forth in Transporter's FERC Gas Tariff, as it may change from time to time.

- 2. In addition to the charges set forth above, Shipper will pay all other applicable reservation and commodity surcharges, overrun charges and retainage charges set forth in Transporter's FERC Gas Tariff from time to time. For service to any other delivery point, Shipper will be assessed and will pay the maximum surcharge levels.
- 3. Required Approvals. This NRL, together with the Agreement will be filed with the FBRC and shall be subject to FERC's acceptance on terms acceptable to Transporter in its sole discretion. If any terms of this NRL are disallowed by any order, rulemaking, regulation or policy of the FBRC, Transporter may terminate this NRL with no further notice to Shipper. If any terms of the Agreement are in any way modified by order, rulemaking, regulation or policy of the FBRC, Transporter and Shipper may mutually agree to modify this NRL with the goal of ensuring that the original commercial intent of the parties is preserved. If the parties cannot mutually agree to modifications hereto, Transporter reserves the right to terminate this NRL with no further notice to Shipper. Transporter will have no liability for any costs incurred by Shipper or related to the service rendered or contemplated to be rendered hereunder.

[SIGNATURE PAGE FOLLOWS]

Accepted and agreed to this 13 day o	of September, 2018.	
Essential Power Rock Springs, LLC		
By:		
Title: Jason Sollmir		
Vice Presider Date: Finance, Controller and	Treasurer	
9)13	गिष्ठि	
Columbia Gas Transmission, LLC		
Milli J. Maa. By: Title: Vice President Date: 9-13-18	~ ∕Z∕SBy:	. ZR
Title: Vice President	Title:	
Date: 9-13-18	Date:	_

Appendix B

Marked Tariff Records

Columbia Gas Transmission, LLC FERC Gas Tariff, Original Volume No. 1.1

Tariff Sections

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v.50.0.1

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	Section 3.24	Joseph E. Pauley – Contract No. 172248		
	Section 3.27	Essential Power Rock Springs, LLC – Contract No. 209874		
Section 4.	Non-Conforming / Negotiated Rate Service Agreements			
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	Section 4.4	Columbia Gas of Virginia, Inc. – Contract No. 6796		
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	Section 4.6	Easton Utilities Commission – Contract No. 6797		
	Section 4.7	Washington Gas Light Company – Contract No. 6802		
	Section 4.8	Ascent Resources – Utica, LLC – Contract No. 172580		
	Section 4.9	Virginia Power Services Energy Corp., Inc. – Contract No. 139080		
	Section 4.10	Virginia Power Services Energy Corp., Inc. – Contract No. 139085		
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	Section 4.12	Columbia Gas of Virginia – Contract No. 155684		
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Section 5.

Section 4.15	Range Resources-Appalachia, LLC – Contract No. 150679		
Section 4.16	Rice Drilling B LLC – Contract No. 151489		
Section 4.17	Antero Resources Corporation – Contract No. 149759		
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Section 4.19	SWN Energy Services Company, LLC – Contract No. 161147		
Section 4.20	SWN Energy Services Company, LLC – Contract No. 161148		
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Section 4.23	Cabot Oil & Gas Corporation – Contract No. 161137		
Section 4.24	Noble Energy, Inc. – Contract No. 173394		
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Section 4.26	New Jersey Natural Gas Company – Contract No. 161136		
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X-Rate Schedule Amendments			
Section 5.1	Rate Schedule X-131 Amendment – City of Richmond, Va		

Section 5.2 Rate Schedule X-132 Amendment – Columbia Gas of Virginia

Section 5.3 Rate Schedule X-133 Amendment – Virginia Natural Gas