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Houston, Texas 77056
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Jim Downs
Vice President of Rates & Regulatory Affairs

May 31, 2016

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

Re: *Columbia Gas Transmission, LLC*, Docket No. RP16-____
Negotiated Rate and Non-Conforming Agreement and Request for Waiver

Dear Ms. Bose:

In accordance with Part 154 of the Federal Energy Regulatory Commission’s (“FERC” or “the Commission”) regulations¹ and section 46.11 of the General Terms and Conditions (“GTC”) of its FERC Gas Tariff, Fourth Revised Volume No. 1, Columbia Gas Transmission, LLC (“Columbia”) hereby submits for Commission review and approval the negotiated rate and non-conforming amendments to the following service agreement:

FTS Service Agreement No. 173522
Between Columbia Gas Transmission, LLC and
Kentucky Power Company
Dated May 31, 2016

In addition, Columbia submits for filing the following revised tariff section, with a proposed effective date of June 1, 2016:

<u>Part</u>	<u>Version</u>	<u>Title</u>
VIII.12	28.0.0	Non-Conforming Service Agreement

Finally, Columbia submits for filing the following revised tariff section for inclusion in its FERC Gas Tariff, Original Volume No. 1.1 tariff, with a proposed effective date of June 1, 2016:

<u>Part</u>	<u>Version</u>	<u>Title</u>
1	38.0.0	Table of Contents
4.29	0.0.0	Service Agreement No. 173522 – Kentucky Power Company

Statement of Nature, Basis and Reasons

As background, on November 21, 2014, Columbia requested authorization pursuant to its blanket certificate to construct its Lawrence County Expansion Project (the “Project”) in Wayne County,

¹ 18 C.F.R. Part 154 (2015).

West Virginia and Lawrence County, Kentucky.² The Project will provide up to 72,000 Dth/d of firm natural gas transportation service on a new Columbia lateral to Kentucky Power Company (“Kentucky Power”), the anchor shipper, at Kentucky Power’s Big Sandy Plant Unit 1 power plant. On January 27, 2015, the Commission issued an Environmental Assessment Report on the Project finding that approval of the Project “would not constitute a major federal action significantly affecting the quality of the human environment.”³

Columbia is placing the Project in service on June 1, 2016. The service agreement submitted herein (the “Kentucky Power Agreement”) facilitates service on the Project and contains negotiated rates and non-conforming provisions; therefore, Columbia is filing and requesting that the Commission approve the Kentucky Power Agreement with an effective date of June 1, 2016.

The Commission’s Negotiated Rate Policy Statement requires that pipelines provide “a detailed narrative outlining the terms of its negotiated contract, the manner in which such terms differ from its form of service agreement, the effect of such terms on the rights of the parties, and why such deviation does not present a risk of undue discrimination.”⁴ Furthermore, Section 154.112(b) of the Commission’s regulations states that “[c]ontracts for service pursuant to [18 C.F.R. part 284] that deviate in any material aspect from [a pipeline’s] form of service agreement must be filed.”⁵ In *Columbia Gas Transmission Corp.*, the Commission clarified that a material deviation is contractual language that goes beyond the filling-in of the blank spaces in the *pro forma* service agreement and that affects the substantive rights of the parties.⁶ The Commission determined that material deviations from the *pro forma* service agreement in a pipeline’s applicable tariff fall into two general categories—those that must be prohibited because they present a significant potential for discrimination among shippers and those that can be permitted without substantial risk of discrimination.⁷ Columbia submits that all of the provisions of the Kentucky Power Agreement are either: (1) consistent with Columbia’s FERC Gas Tariff and therefore not materials deviations; or (2) permissible deviations that do not pose a threat of undue discrimination. Columbia also informs the Commission that Columbia and Kentucky Power have agreed to the negotiated rates and non-conforming provisions, discussed herein.

The Kentucky Power Agreement contains a non-conforming provision in Section 2 (Term) stating that Kentucky Power has the one-time right, subject to certain conditions, to extend the term of their service agreements for an additional term of 5 years, at certain, specified rates. Columbia’s Tariff provides that Columbia and a shipper have the right to renegotiate any of the terms of a long-term service agreement, including the rates to be charged, prior to the expiration of its term in exchange for the shipper’s agreement to extend the use of at least part of its capacity.⁸ Consistent with the Tariff, the above Section 2 of the Kentucky Power Agreement gives Kentucky Power, as an anchor shipper on the Project, the right to mutually agree with Columbia to extend the term of the service agreement. All shippers on Columbia’s system have a similar right. Accordingly, the non-conforming provision does not confer any benefits on Kentucky Power that are not available to all shippers. Also, while not explicit in the open season for the Project, Columbia was willing to provide any shippers bidding in the open season with the option to extend the term of a service agreement; Columbia received no bids in the open season. Moreover, as the only shipper on a lateral serving the Kentucky Power Big Sandy plant,

² Request of Columbia Gas Transmission, LLC to Construct Certain Facilities Under Blanket Authorization, Docket No. CP15-19-000 (Nov. 21, 2014).

³ Columbia Gas Transmission, LLC, Environmental Assessment Report, Docket No. CP15-19-000, at 8 (Jan. 27, 2015).

⁴ *Natural Gas Pipelines Negotiated Rate Policies and Practices*, 104 FERC ¶ 61,134, at P 33 (2003).

⁵ 18 C.F.R. § 154.112(b).

⁶ 97 FERC ¶ 61,221, at 62,002 (2001).

⁷ *Id.* at 62,003.

⁸ Columbia FERC Gas Tariff GTC at 4.1(b)(2).

Kentucky Power is a uniquely situated shipper. Finally, the Commission has allowed Columbia to include similar provisions in service agreements allowing a shipper the right to extend the term of the service agreement,⁹ and in this case, the Commission should accept this non-conforming provision consistent with its prior orders.

With respect to negotiated rates, Section 3 (Rates) of the Kentucky Power Agreement states “Shipper, having been apprised of the availability of a maximum recourse reservation rate for service under this Agreement, has elected to pay a negotiated reservation rate, as set forth in Appendix B appended hereto.” Appendix B, which is not part of Columbia’s *pro forma* service agreement, contains a letter agreement between Columbia and Kentucky Power setting forth the agreed-upon rates for firm service.

Pursuant to the Commission’s Negotiated Rate Policy Statement,¹⁰ Columbia has delineated the differences between the negotiated rate and non-conforming provisions in the Kentucky Power Agreement and Columbia’s form of service agreement in a marked version of the agreements contained in Columbia’s tariff.

Request for Waiver

Columbia respectfully requests that the Commission grant any waivers that it may deem necessary to accept this filing effective June 1, 2016. Due to additional time required by Kentucky Power to test its facilities prior to the June 1, 2016, effective date Columbia felt it was prudent to have confirmation of the testing prior to making the subject filing. June 1 consequently, must be the effective date of the Kentucky Power Agreement because this date coincides with the in-service date of the Project.

Motion

Pursuant to Section 154.7(a)(9) of the Commission’s regulations, Columbia moves to place the proposed tariff records into effect at the requested effective date of June 1, 2016.

Material Submitted Herewith

In accordance with Section 157(a)(1) of the Commission’s regulations, the following material is submitted herewith:

- (1) The proposed revised tariff sections being filed;
- (2) A marked version of the revised tariff sections in accordance with Section 154.201(a) of the Commission’s regulations; and
- (3) A copy of the Kentucky Power Agreement, as well as a marked version showing the changes from Columbia’s *pro forma* FTS service agreement.

⁹ *Columbia Gas Transmission, LLC*, Docket No. RP10-828-000, Letter Order (July 6, 2010).

¹⁰ *Natural Gas Pipelines Negotiated Rate Policies and Practices*, 104 FERC ¶ 61,134, PP 32-33 (2003).

Posting and Certification of Service

Pursuant to Sections 154.2(d), 154.7(b), and 154.208(b) of the Commission's regulations, a copy of this tariff filing is being served to all of Columbia's existing customers, and affected state commissions. A copy of this filing is also available for public inspection during regular business hours in a convenient form and place at Columbia's offices at 5151 San Felipe, Suite 2400, Houston, Texas, 77056.

Service on Columbia

It is requested that a copy of all communications, correspondence and pleadings with respect to this filing be sent to:

*James R. Downs, Vice President of Rates & Regulatory Affairs
Sorana Linder, Director of Rates & Regulatory Affairs
Columbia Pipeline Group, Inc.
5151 San Felipe, Suite 2400
Houston, Texas 77056
Phone: (713) 386-3759
Email: jdowns@cpg.com
slinder@cpg.com

*Tyler R. Brown, Senior Counsel
Columbia Pipeline Group, Inc.
5151 San Felipe, Suite 2400
Houston, TX 77056
Phone: (713) 386-3797
Email: tbrown@cpg.com

*Persons designated for official service pursuant to Rule 2010.

Conclusion

Pursuant to Section 385.2005 and Section 385.2011(c)(5) of the Commission's regulations, the undersigned certifies that: (1) he has read the filing and knows its contents; (2) the contents are true to the best of his knowledge and belief; and (3) the undersigned possesses full power and authority to sign the filing.

Respectfully submitted,



James R. Downs
Vice President, Rates and Regulatory Affairs

Enclosures

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

Section 4.29
Non-Conf Neg Rate Svc Agmts
Version 0.0.0

Non-Conforming Service Agreement No.
173522

Kentucky Power Company

Agreement Effective Date: May 31, 2016

Issued: May 31, 2016

Effective: June 1, 2016

Service Agreement No. 173522
Revision No. 0

FTS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 31st day of May, 2016, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and KENTUCKY POWER COMPANY ("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 FTS 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. Term. Service under this Agreement shall commence June 1, 2016, and shall continue in full force and effect for a term of fifteen (15) years. 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.

At the end of the Initial Term, Shipper shall have a one-time right to extend the term of its Service Agreement for an additional term of five years ("Extended Term Service"). For such Extended Term Service, Shipper shall, at its option, pay either the Negotiated Demand Rate or the then effective maximum recourse rate applicable to Rate Schedule FTS. In addition to the rates applicable to Shipper's Extended Term Service, Shipper shall pay all charges and surcharges applicable to Shipper's Rate Schedule FTS hereunder that are set forth in the Tariff, without exception, as those charges and surcharges may be amended, added or modified from time to time.

Section 3. Rates. Shipper, having been apprised of the availability of a maximum recourse reservation rate for service under this Agreement, has elected to pay a negotiated reservation rate, as set forth in Appendix B appended hereto.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 5151 San Felipe, Suite 2500, Houston, Texas 77056, Attention: Kristine Gagliardi and notices to Shipper shall be addressed to it at Kentucky Power Company, 1 Riverside Plaza, 14th Floor, Columbus, OH 43215, Attention: Amy Jeffries, until changed by either party by written notice.

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

Section 6. Credit Annex. The credit requirements appended hereto as Attachment A are incorporated herein by reference with full force and effect and are made a part of this Service Agreement as though restated herein verbatim: N/A.

KENTUCKY POWER COMPANY

By Marguerite C. Muel

Title Vice-President

Date May 31, 2016

COLUMBIA GAS TRANSMISSION, LLC

By James R. Eckert

Title Sr Vice President Commercial Operations

Date 5-31-16

Appendix A to Service Agreement No. 173522
 Under Rate Schedule FTS
 between Columbia Gas Transmission, LLC ("Transporter")
 and Kentucky Power Company ("Shipper")

Transportation Demand

<u>Begin Date</u>	<u>End Date</u>	<u>Transportation Demand Dth/day</u>	<u>Recurrence Interval</u>
June 1, 2016	May 31, 2031	72,000	1/1-12/31

Primary Receipt Points

<u>Begin Date</u>	<u>End Date</u>	<u>Scheduling Point No.</u>	<u>Scheduling Point Name</u>	<u>Measuring Point No.</u>	<u>Measuring Point Name</u>	<u>Maximum Daily Quantity (Dth/day)</u>	<u>Minimum Receipt Pressure Obligation (psig) 1/</u>	<u>Recurrence Interval</u>
June 1, 2016	May 31, 2031	801	TCO-Leach	801	TCO-Leach	72,000		1/1-12/31

Primary Delivery Points

<u>Begin Date</u>	<u>End Date</u>	<u>Scheduling Point No.</u>	<u>Scheduling Point Name</u>	<u>Measuring Point No.</u>	<u>Measuring Point Name</u>	<u>Maximum Daily Delivery Obligation (Dth/day) 1/</u>	<u>Design Daily Quantity (Dth/day) 1/</u>	<u>Minimum Delivery Pressure Obligation (psig) 1/</u>	<u>Recurrence Interval</u>
June 1, 2016	May 31, 2031	842872	Big Sandy Unit 1	842872	Big Sandy Unit 1	72,000		100	1/1-12/31

1/ Application of MDDOs, DDQs and ADQs. minimum pressure and/or hourly flowrate shall be as follows:

The Master List of Interconnects ("MLI") as defined in Section 1 of the General Terms and Conditions of Transporter's Tariff is incorporated herein by reference for purposes of listing valid secondary interruptible receipt points and delivery points.

___ Yes X No (Check applicable blank) Transporter and Shipper have mutually agreed to a Regulatory Restructuring Reduction Option pursuant to Section 42 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

___ Yes X No (Check applicable blank) Shipper has a contractual right of first refusal equivalent to the right of first refusal set forth from time to time in Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

___ Yes X No (Check applicable blank) All gas shall be delivered at existing points of interconnection within the MDDOs, ADQs and/or DDQs, as applicable, set forth in Transporter's currently effective Rate Schedule ___ Service Agreement No. ___ Appendix A with Shipper, which are incorporated herein by reference.

___ Yes X No (Check applicable blank) This Service Agreement covers interim capacity sold pursuant to the provisions of General Terms and Conditions Section 4. Right of first refusal rights, if any, applicable to this interim capacity are limited as provided for in General Terms and Conditions Section 4.

___ Yes X No (Check applicable blank) This Service Agreement covers offsystem capacity sold pursuant to Section 47 of the General Terms and Conditions. Right of first refusal rights, if any, applicable to this offsystem capacity are limited as provided for in General Terms and Conditions Section 47.

KENTUCKY POWER COMPANY

By Marguerite C. Meel

Title Vice-President

Date May 31, 2016

OR

COLUMBIA GAS TRANSMISSION, LLC

By [Signature]

Title Sr Vice President Commercial Operations

Date 5-31-16

APPENDIX B

May 27, 2016

Kentucky Power Company
1 Riverside Plaza, 14th Floor
Columbus, OH 43215

RE: FTS Service Agreement No. 173522
Negotiated Rate Letter Agreement

Dear Amy:

This Negotiated Rate Letter Agreement between Columbia Gas Transmission, LLC ("Transporter" or "Columbia") and Kentucky Power Company ("Shipper"), shall set forth the applicable rates, calculations thereof, and rate conditions for the transportation service provided by Columbia 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 rate for the transportation service provided shall be those rates agreed upon as set forth in Exhibit A hereto, and Shipper shall pay the retainage applicable to Rate Schedule FTS, as such may change from time to time, and any and all demand surcharges applicable to Shipper's Rate Schedule FTS of Columbia's FERC Gas Tariff, as such may change from time to time, including the Capital Cost Recovery Mechanism (CCRM).
2. For the full term of the contract and full volume, for no incremental charge, Shipper shall have full secondary receipt and delivery point access at the negotiated rate set forth in Exhibit A herein, pursuant to the terms and conditions of Columbia's FERC Gas Tariff. Shipper's primary receipt and delivery points are those found in Appendix A to the above-referenced Service Agreement. Shipper shall have full secondary receipt and delivery point access, pursuant to the terms and conditions of Transporter's FERC Gas Tariff. Shipper shall pay all applicable daily commodity rates for such secondary receipt and delivery point access, except for receipts at the Columbia Gas Transmission Interruptible Paper Pool, also known as the "TCO Pool."
3. Shipper's Daily Demand Rate as set forth in Exhibit A, shall be adjusted as follows:

To the extent Actual Project Costs, as defined below, exceed Estimated Project Costs as defined below, Shipper's Daily Demand Rate shall be multiplied by the

Capital Cost Overrun Factor ("CCO Factor"). The CCO Factor shall be equal to $1 + [(CCO/EPC) \times 50\%]$. In no event shall the CCO Factor exceed 1.11.

To the extent Actual Project Costs, as defined below, are less than Estimated Project Costs as defined below, Shipper's Daily Demand Rate shall be multiplied by the Capital Cost Underrun Factor ("CCU Factor"). The CCU Factor shall be equal to $1 - [(CCU/EPC) \times 50\%]$. In no event shall the CCU Factor be less than .889

Any such adjustment to Shipper's Daily Demand Rate shall be effective prospectively beginning as soon as administratively feasible, but no later than the second anniversary date of June 1, 2016 and shall remain in effect for the balance of the Initial Term and any Extended Term Service.

"Actual Project Costs" or APC shall mean, subject to any limits on costs as set forth below, all costs and expenses reasonably incurred by Transporter, including trailing costs up to twelve months subsequent to June 1, 2016, to complete the Project in the manner contemplated by the Precedent Agreement, including but not limited to (a) all costs and expenses reasonably incurred for the engineering, design, permitting, construction, pipeline and equipment procurement, installation and start-up of the Project, (b) all costs and expenses reasonably incurred for environmental, right-of-way, legal, consultant, construction management, and regulatory activities, and (c) all other direct costs. Columbia shall maintain books and records reasonably necessary for Shipper to verify the APC. The Parties acknowledge that Columbia's formal books and records that conform with the FERC and accounting policies and guidelines may not match the APC used to determine Shipper's adjusted Daily Demand Rate.

"Capital Cost Overrun" or "CCO" shall be an amount in U.S. dollars equal to the difference between the Actual Project Costs and the Estimated Project Costs, if Actual Project Costs exceed Estimated Project Costs.

"Capital Cost Underrun" or "CCU" shall be an amount in U.S. dollars equal to the difference between the Actual Project Costs and the Estimated Project Costs, if Actual Project Costs are less than Estimated Project Costs.

"Capital Cost Recovery Mechanism" or CCRM shall have the same meaning as defined and described in Section 52 of Columbia's General Terms & Conditions of its FERC Gas Tariff.

"Estimated Project Costs" or "EPC" shall mean all costs and expenses that are projected to be incurred by Columbia to complete the Project in the manner contemplated by the Precedent Agreement, including but not limited to (a) all costs and expenses projected to be incurred for the engineering, design, permitting, construction, pipeline and equipment procurement, installation and start-up of the Project, (b) all costs and expenses projected to be incurred for environmental, right-of-way, legal, consultant, construction management and

regulatory activities, (c) all other direct costs, and (d) a contingency amount equal to at least 10% of the total EPC. For purposes of determining the adjustment to Shipper's Daily Demand Rate pursuant to this provision, the Parties agree that the Estimated Project Costs shall be equal, to the amount presented to NiSource Inc.'s board of directors ("Board") for authorization of the Project.

Shipper shall have the right, exercised no later than twenty five (25) months after June 1, 2016, to review Columbia's books and records as reasonably necessary to verify Project costs for purposes of this provision.

Accepted and agreed to this 31st day of May, 2016

Kentucky Power Company

By: Marguerite C. Miles

AR

Title: Vice - President

Date: May 31, 2016

Columbia Gas Transmission, LLC

By: [Signature]

JRM

Title: James R. Eckert
Sr Vice President Commercial Operations

Date: 5-31-16

APPENDIX B

Exhibit A

NEGOTIATED RESERVATION RATES

Primary Receipt Point(s)	Primary Delivery Point(s)	Transportation Demand (Dth/day)	Term	Daily Demand Rate**	Daily Commodity Rate***	Rate Schedule
TCO-LEACH (meter no. 801)	Big Sandy Unit 1 (meter no. 842872)	72,000 Dth/day	15 years from June 1, 2016	\$0.20	\$0.00	FTS

****Adjusted per the CCO Factor in Section 3 of the Negotiated Rate Letter Agreement. In addition to the Initial Term Negotiated Daily Demand Rate, Shipper shall pay all applicable demand surcharges specified under the applicable Rate Schedule FTS, as such may change from time to time, including the Capital Cost Recovery Mechanism (CCRM).**

*****Shipper shall have full secondary receipt and delivery point access, pursuant to the terms and conditions of Columbia's FERC Gas Tariff. Shipper shall pay all applicable daily commodity rates for such secondary receipt and delivery point access, except for receipts at the Columbia Gas Transmission Interruptible Paper Pool, also known as the "TCO Pool."**

REDLINE FROM *PRO FORMA*
SERVICE AGREEMENT

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

Section 4.29
Non-Conf Neg Rate Svc Agmts
Version 0.0.0

Non-Conforming Service Agreement No.
173522

Kentucky Power Company

Agreement Effective Date: May 31, 2016

Issued: May 31, 2016

Effective: June 1, 2016

Service Agreement No. 173522
Revision No. 0

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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 FTS 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. Term. Service under this Agreement shall commence June 1, 2016, and shall continue in full force and effect for a term of fifteen (15) years. 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.

At the end of the Initial Term, Shipper shall have a one-time right to extend the term of its Service Agreement for an additional term of five years ("Extended Term Service"). For such Extended Term Service, Shipper shall, at its option, pay either the Negotiated Demand Rate or the then effective maximum recourse rate applicable to Rate Schedule FTS. In addition to the rates applicable to Shipper's Extended Term Service, Shipper shall pay all charges and surcharges applicable to Shipper's Rate Schedule FTS hereunder that are set forth in the Tariff, without exception, as those charges and surcharges may be amended, added or modified from time to time.

Section 3. Rates. Shipper, having been apprised of the availability of a maximum recourse reservation rate for service under this Agreement, has elected to pay a negotiated reservation rate, as set forth in Appendix B appended hereto.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 5151 San Felipe, Suite 2500, Houston, Texas 77056, Attention: Kristine Gagliardi and notices to Shipper shall be addressed to it at Kentucky Power Company, 1 Riverside Plaza, 14th Floor, Columbus, OH 43215, Attention: Amy Jeffries, until changed by either party by written notice.

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Section 6. Credit Annex. The credit requirements appended hereto as Attachment A are incorporated herein by reference with full force and effect and are made a part of this Service Agreement as though restated herein verbatim: N/A.

KENTUCKY POWER COMPANY

By Marguerite C. Muel

Title Vice-President

Date May 31, 2016

COLUMBIA GAS TRANSMISSION, LLC

By James R. Eckert

Title Sr Vice President Commercial Operations

Date 5-31-16

Appendix A to Service Agreement No. 173522
 Under Rate Schedule FTS
 between Columbia Gas Transmission, LLC ("Transporter")
 and Kentucky Power Company ("Shipper")

Transportation Demand

<u>Begin Date</u>	<u>End Date</u>	<u>Transportation Demand Dth/day</u>	<u>Recurrence Interval</u>
June 1, 2016	May 31, 2031	72,000	1/1-12/31

Primary Receipt Points

<u>Begin Date</u>	<u>End Date</u>	<u>Scheduling Point No.</u>	<u>Scheduling Point Name</u>	<u>Measuring Point No.</u>	<u>Measuring Point Name</u>	<u>Maximum Daily Quantity (Dth/day)</u>	<u>Minimum Receipt Pressure Obligation (psig) 1/</u>	<u>Recurrence Interval</u>
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Primary Delivery Points

<u>Begin Date</u>	<u>End Date</u>	<u>Scheduling Point No.</u>	<u>Scheduling Point Name</u>	<u>Measuring Point No.</u>	<u>Measuring Point Name</u>	<u>Maximum Daily Delivery Obligation (Dth/day) 1/</u>	<u>Design Daily Quantity (Dth/day) 1/</u>	<u>Minimum Delivery Pressure Obligation (psig) 1/</u>	<u>Recurrence Interval</u>
June 1, 2016	May 31, 2031	842872	Big Sandy Unit 1	842872	Big Sandy Unit 1	72,000		100	1/1-12/31

1/ Application of MDDOs, DDQs and ADQs. minimum pressure and/or hourly flowrate shall be as follows:

The Master List of Interconnects ("MLI") as defined in Section 1 of the General Terms and Conditions of Transporter's Tariff is incorporated herein by reference for purposes of listing valid secondary interruptible receipt points and delivery points.

___ Yes X No (Check applicable blank) Transporter and Shipper have mutually agreed to a Regulatory Restructuring Reduction Option pursuant to Section 42 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

___ Yes X No (Check applicable blank) Shipper has a contractual right of first refusal equivalent to the right of first refusal set forth from time to time in Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

___ Yes X No (Check applicable blank) All gas shall be delivered at existing points of interconnection within the MDDOs, ADQs and/or DDQs, as applicable, set forth in Transporter's currently effective Rate Schedule ___ Service Agreement No. ___ Appendix A with Shipper, which are incorporated herein by reference.

___ Yes X No (Check applicable blank) This Service Agreement covers interim capacity sold pursuant to the provisions of General Terms and Conditions Section 4. Right of first refusal rights, if any, applicable to this interim capacity are limited as provided for in General Terms and Conditions Section 4.

___ Yes X No (Check applicable blank) This Service Agreement covers offsystem capacity sold pursuant to Section 47 of the General Terms and Conditions. Right of first refusal rights, if any, applicable to this offsystem capacity are limited as provided for in General Terms and Conditions Section 47.

KENTUCKY POWER COMPANY

By Marguerite C. Meel

Title Vice-President

Date May 31, 2016

OR

COLUMBIA GAS TRANSMISSION, LLC

By James R. Eckert

Title Sr Vice President Commercial Operations

Date 5-31-16

APPENDIX B

May 27, 2016

Kentucky Power Company
1 Riverside Plaza, 14th Floor
Columbus, OH 43215

RE: FTS Service Agreement No. 173522
Negotiated Rate Letter Agreement

Dear Amy:

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Shipper and Transporter hereby agree:

1. The negotiated rate for the transportation service provided shall be those rates agreed upon as set forth in Exhibit A hereto, and Shipper shall pay the retainage applicable to Rate Schedule FTS, as such may change from time to time, and any and all demand surcharges applicable to Shipper's Rate Schedule FTS of Columbia's FERC Gas Tariff, as such may change from time to time, including the Capital Cost Recovery Mechanism (CCRM).
2. For the full term of the contract and full volume, for no incremental charge, Shipper shall have full secondary receipt and delivery point access at the negotiated rate set forth in Exhibit A herein, pursuant to the terms and conditions of Columbia's FERC Gas Tariff. Shipper's primary receipt and delivery points are those found in Appendix A to the above-referenced Service Agreement. Shipper shall have full secondary receipt and delivery point access, pursuant to the terms and conditions of Transporter's FERC Gas Tariff. Shipper shall pay all applicable daily commodity rates for such secondary receipt and delivery point access, except for receipts at the Columbia Gas Transmission Interruptible Paper Pool, also known as the "TCO Pool."
3. Shipper's Daily Demand Rate as set forth in Exhibit A, shall be adjusted as follows:

To the extent Actual Project Costs, as defined below, exceed Estimated Project Costs as defined below, Shipper's Daily Demand Rate shall be multiplied by the

Capital Cost Overrun Factor ("CCO Factor"). The CCO Factor shall be equal to $1 + [(CCO/EPC) \times 50\%]$. In no event shall the CCO Factor exceed 1.11.

To the extent Actual Project Costs, as defined below, are less than Estimated Project Costs as defined below, Shipper's Daily Demand Rate shall be multiplied by the Capital Cost Underrun Factor ("CCU Factor"). The CCU Factor shall be equal to $1 - [(CCU/EPC) \times 50\%]$. In no event shall the CCU Factor be less than .889

Any such adjustment to Shipper's Daily Demand Rate shall be effective prospectively beginning as soon as administratively feasible, but no later than the second anniversary date of June 1, 2016 and shall remain in effect for the balance of the Initial Term and any Extended Term Service.

"Actual Project Costs" or APC shall mean, subject to any limits on costs as set forth below, all costs and expenses reasonably incurred by Transporter, including trailing costs up to twelve months subsequent to June 1, 2016, to complete the Project in the manner contemplated by the Precedent Agreement, including but not limited to (a) all costs and expenses reasonably incurred for the engineering, design, permitting, construction, pipeline and equipment procurement, installation and start-up of the Project, (b) all costs and expenses reasonably incurred for environmental, right-of-way, legal, consultant, construction management, and regulatory activities, and (c) all other direct costs. Columbia shall maintain books and records reasonably necessary for Shipper to verify the APC. The Parties acknowledge that Columbia's formal books and records that conform with the FERC and accounting policies and guidelines may not match the APC used to determine Shipper's adjusted Daily Demand Rate.

"Capital Cost Overrun" or "CCO" shall be an amount in U.S. dollars equal to the difference between the Actual Project Costs and the Estimated Project Costs, if Actual Project Costs exceed Estimated Project Costs.

"Capital Cost Underrun" or "CCU" shall be an amount in U.S. dollars equal to the difference between the Actual Project Costs and the Estimated Project Costs, if Actual Project Costs are less than Estimated Project Costs.

"Capital Cost Recovery Mechanism" or CCRM shall have the same meaning as defined and described in Section 52 of Columbia's General Terms & Conditions of its FERC Gas Tariff.

"Estimated Project Costs" or "EPC" shall mean all costs and expenses that are projected to be incurred by Columbia to complete the Project in the manner contemplated by the Precedent Agreement, including but not limited to (a) all costs and expenses projected to be incurred for the engineering, design, permitting, construction, pipeline and equipment procurement, installation and start-up of the Project, (b) all costs and expenses projected to be incurred for environmental, right-of-way, legal, consultant, construction management and

regulatory activities, (c) all other direct costs, and (d) a contingency amount equal to at least 10% of the total EPC. For purposes of determining the adjustment to Shipper's Daily Demand Rate pursuant to this provision, the Parties agree that the Estimated Project Costs shall be equal, to the amount presented to NiSource Inc.'s board of directors ("Board") for authorization of the Project.

Shipper shall have the right, exercised no later than twenty five (25) months after June 1, 2016, to review Columbia's books and records as reasonably necessary to verify Project costs for purposes of this provision.

Accepted and agreed to this 31st day of May, 2016

Kentucky Power Company

By: Marguerite C. Miles

AR

Title: Vice - President

Date: May 31, 2016

Columbia Gas Transmission, LLC

By: [Signature]

JRM

Title: James R. Eckert
Sr Vice President Commercial Operations

Date: 5-31-16

APPENDIX B

Exhibit A

NEGOTIATED RESERVATION RATES

Primary Receipt Point(s)	Primary Delivery Point(s)	Transportation Demand (Dth/day)	Term	Daily Demand Rate**	Daily Commodity Rate***	Rate Schedule
TCO-LEACH (meter no. 801)	Big Sandy Unit 1 (meter no. 842872)	72,000 Dth/day	15 years from June 1, 2016	\$0.20	\$0.00	FTS

****Adjusted per the CCO Factor in Section 3 of the Negotiated Rate Letter Agreement. In addition to the Initial Term Negotiated Daily Demand Rate, Shipper shall pay all applicable demand surcharges specified under the applicable Rate Schedule FTS, as such may change from time to time, including the Capital Cost Recovery Mechanism (CCRM).**

*****Shipper shall have full secondary receipt and delivery point access, pursuant to the terms and conditions of Columbia's FERC Gas Tariff. Shipper shall pay all applicable daily commodity rates for such secondary receipt and delivery point access, except for receipts at the Columbia Gas Transmission Interruptible Paper Pool, also known as the "TCO Pool."**

**CLEAN
TARIFF SECTIONS**

**REFERENCE TO CUSTOMERS HAVING NON-CONFORMING SERVICE AGREEMENTS
 PURSUANT TO SECTION 154.112(B) OF THE COMMISSION'S REGULATIONS:**

<u>Customer</u>	<u>Rate Schedule</u>	<u>Contract No.</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Docket No.</u>
Virginia Power Energy Services Corp.	NTS	71024	7/1/2013	10/31/2019	RP13-912
Columbia Gas of Kentucky, Inc.	SST	80160	11/1/2004	3/31/2020	RP05-21
Stand Energy Corporation	SST	92527	4/02/2007	3/31/2013	RP07-350
EQT Energy, LLC	FTS	10242	8/1/2009	3/31/2020	RP09-863
Ohio Power Company	NTS	70691	6/15/2001	9/30/2021	RP10-828
New Jersey Natural Gas Company	FTS	38109	11/1/1993	10/31/2024	RP10-964
City of Charlottesville, VA	FTS	38124	11/1/1993	10/31/2014	RP10-964
UGI Utilities, Inc.	FTS	78653	5/15/2004	10/31/2029	RP10-987
Chevron Natural Gas, a division of Chevron U.S.A. Inc.	FTS	29066	7/12/2011	2/28/2014	RP13-571
ISG Acquisition, Inc.	FTS	23252	5/1/2011	4/30/2014	RP13-571
ChevronTexaco Natural Gas, a Division of Chevron U.S.A., Inc.	ITS	74620	1/1/2003	1/1/2200	RP13-571
Pivotal Utility Holding, Inc. dba Elizabethtown Gas	FTS	92061	11/1/1993	10/31/2020	RP13-571
Columbia Gas of Virginia, Inc.	ITS	38999	11/1/1993	1/1/2200	RP13-571
Stand Energy Corporation	FTS	74865	4/1/2003	3/31/2018	RP13-571
Columbia Gas of Virginia, Inc.	FTS	50473	11/1/1999	10/31/2022	RP13-571
Columbia Gas of Virginia, Inc.	FTS	77309	11/27/2003	10/31/2023	RP13-571
International Paper Company	FTS	62077	11/1/1998	10/31/2013	RP13-571
Virginia Natural Gas, Inc.	SST	60536	11/1/1999	3/31/2021	RP13-571
ISG Acquisition, Inc.	FTS	10163	11/1/2009	10/31/2015	RP13-571
Delmarva Power & Light Company	FTS	49832	11/1/1998	10/31/2013	RP13-571
Delmarva Power & Light Company	FTS	49833	11/1/1999	10/31/2014	RP13-571
T.W. Phillips Gas And Oil Co.	SST	50109	11/1/1997	3/31/2014	RP13-571
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T.W. Phillips Gas And Oil Co.	SST	50111	10/1/1998	3/31/2014	RP13-571
City of Charlottesville	FSS	50423	4/1/1997	10/31/2014	RP13-571
City of Charlottesville	FSS	50424	4/1/1998	10/31/2014	RP13-571
City of Charlottesville	FSS	50426	4/1/1999	10/31/2014	RP13-571
City of Charlottesville	SST	50427	11/1/1999	10/31/2014	RP13-571
City of Charlottesville	FSS	52982	11/1/1993	10/31/2014	RP13-571
Reynolds Metals Co.	FTS	57520	11/1/1998	10/31/2013	RP13-571
Columbia Gas of Virginia, Inc.	FSS	6798	4/1/2009	3/31/2024	RP13-571
City of Charlottesville	FSS	6890	4/1/2009	3/31/2024	RP13-571
City of Charlottesville	SST	6801	4/1/2009	3/31/2024	RP13-571
Columbia Gas of Virginia, Inc.	SST	6796	4/1/2009	3/31/2024	RP13-571
Easton Utilities Commission	FSS	6799	4/1/2009	3/31/2024	RP13-571
Easton Utilities Commission	SST	6797	4/1/2009	3/31/2024	RP13-571
Washington Gas Light Company	FSS	6802	4/1/2009	3/31/2024	RP13-571
City of Charlottesville, VA	SST	50422	11/1/1997	10/31/2014	RP13-571
City of Charlottesville, VA	SST	50425	11/1/1999	10/31/2014	RP13-571
City of Charlottesville, VA	SST	38029	11/1/1993	10/31/2014	RP13-571
Hard Rock Exploration	FTS	15260	5/17/2010	5/31/2021	RP10-522
Pivotal Utility Holdings, Inc. d/b/a Elizabethtown	NTS	39275	11/1/1993	10/31/2020	RP13-684
Antero Resources Appalachian Corporation	FTS	142047	7/1/2013	10/31/2014	RP13-1020
Virginia Power Services Energy Corp., Inc.	FTS	139080	4/15/2014	4/15/2034	RP14-624
Virginia Power Services Energy Corp., Inc.	NTS	139085	4/15/2014	4/15/2034	RP14-624
City of Richmond	FT-C	155679	09/01/2014	08/31/2034	RP14-1161
Columbia Gas of Virginia, Inc.	FT-C	155684	09/01/2014	08/31/2034	RP14-1161

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Virginia Natural Gas, Inc.	FT-C	155699	09/01/2014	08/31/2034	RP14-1161
Celanese Acetate, LLC	FTS	151487	10/01/2014	09/30/2029	RP14-1243
Range Resources-Appalachia, LLC	FTS	150679	11/01/2014	10/31/2024	RP14-1293
Rice Drilling B LLC	FTS	151489	11/01/2014	10/31/2024	RP14-1293
Texla Energy Management, Inc.	OPT-60	154508	11/01/2014	10/31/2017	RP14-1294
Pacific Summit Energy, LLC	OPT-60	154513	11/01/2014	10/31/2017	RP14-1294
Texla Energy Management, Inc.	OPT-60	154518	11/01/2014	10/31/2017	RP14-1294
Antero Resources Corporation	FTS	149759	11/01/2014	10/31/2024	RP15-47
Antero Resources Corporation	FTS	149760	11/01/2014	03/31/2025	RP15-47
Pacific Summit Energy, LLC	OPT-60	157998	11/01/2014	10/31/2017	RP15-54
Pacific Summit Energy, LLC	OPT-30	160441	01/01/2015	03/31/2016	RP15-271
SWN Energy Services Company, LLC	FTS	161147	10/01/2015	10/01/2025	RP15-1252
SWN Energy Services Company, LLC	FTS	161148	10/01/2015	10/01/2016	RP15-1252
South Jersey Resources Group, LLC	FTS	161144	10/01/2015	09/30/2030	RP15-1253
South Jersey Resources Group, LLC	FTS	163148	10/01/2015	10/31/2017	RP15-1253
Cabot Oil & Gas Corporation	FTS	161137	11/01/2015	10/31/2025	RP15-1253
SWN Energy Services Company, LLC	FTS	145882	10/01/2015	10/31/2015	RP15-1313
Antero Resources Corporation	FTS	168381	11/01/2015	10/31/2017	RP16-26
New Jersey Natural Gas Company	FTS	161129	11/01/2015	10/31/2030	RP16-37
New Jersey Natural Gas Company	NTS	161136	11/01/2015	10/31/2030	RP16-37
South Jersey Gas Company	FTS	161135	11/01/2015	10/31/2030	RP16-37
South Jersey Resources Group, LLC	FTS	169245	11/01/2015	10/31/2019	RP16-37
Kentucky Power Company	FTS	173522	6/1/2016	5/31/2031	RP16-

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**MARKED
TARIFF SECTIONS**

**REFERENCE TO CUSTOMERS HAVING NON-CONFORMING SERVICE AGREEMENTS
 PURSUANT TO SECTION 154.112(B) OF THE COMMISSION'S REGULATIONS:**

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South Jersey Gas Company	FTS	161135	11/01/2015	10/31/2030	RP16- 37
South Jersey Resources Group, LLC	FTS	169245	11/01/2015	10/31/2019	RP16- 37
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