



January 3, 2025

Ms. Debbie-Anne Reese, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

Columbia Gulf Transmission, LLC
700 Louisiana Street, Suite 1300
Houston, TX 77002-2700

Sorana Linder
Director – Rates, Tariffs, & Modernization

tel (832) 320-5209
email Sorana_Linder@tcenergy.com
web <https://ebb.tceconnects.com>

Re: Columbia Gulf Transmission, LLC
Filing in Compliance with December 13, 2024 Order
Docket No. RP25-189-___

Dear Ms. Reese:

Pursuant to Section 4 of the Natural Gas Act (“NGA”) and Part 154 of the Federal Energy Regulatory Commission’s (“FERC” or “Commission”) regulations,¹ and the Commission’s December 13, 2024 Order on Non-Conforming Agreement in Docket No. RP25-189-000 (“Order”),² Columbia Gulf Transmission, LLC (“Columbia Gulf”) respectfully submits its compliance filing to revise the filed agreement between Columbia Gulf and Range Resources – Appalachia, LLC (“Range Resources”) to be part of its FERC Gas Tariff, Original Volume No. 1.1 (“Tariff No. 1.1”), all of which are included as Appendix A.³ Columbia Gulf respectfully requests that the Commission accept the proposed tariff record to become effective December 16, 2024, as provided by the Order.

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 (2024).

² Columbia Gulf Transmission, LLC, 189 FERC ¶ 61,191 (2024).

³ *Electronic Tariff Filings*, 124 FERC ¶ 61,270 (2008) (“Order No. 714”). Order No. 714 at P 42. Order No. 714 states that “...non-conforming agreement...need not be divided, but can be filed as entire documents.” The tariff record submitted herein includes one (1) Rate Schedule FTS-1 service agreement. Columbia Gulf has elected to file the Agreement as whole document, in PDF format.

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Sorana Linder *
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Columbia Gulf Transmission, LLC
700 Louisiana Street, Suite 1300
Houston, Texas 77002-2700
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* Persons designated for official service pursuant to Rule 2010.

Statement of Nature, Reasons and Basis for Filing

On November 15, 2024, Columbia Gulf filed (the “Filing”)⁴ a non-conforming agreement between Columbia Gulf and Range Resources which contained a provision that deviated from the applicable FTS-1 *pro forma* Form of Service Agreement (“PFSA”) in Columbia Gulf’s Tariff (the “Agreement”). The non-conforming provision, contained in Appendix A of the Agreement allowed Range Resources the option to use two (2) separate receipt points provided that Range Resources shall not exceed the *Maximum Daily Quantity* (“MDQ”) 200,000 dekatherms (“Dth”) per day on any given day. However, in the transmittal letter for the Filing, Columbia Gulf stated the Agreement provided Range Resources the option to use two (2) separate receipt points so long as the sum of its MDQ does not exceed its *Transportation Demand*, 200,000 Dth, on any given day.⁵

On December 13, 2024, the Commission issued its Order accepting the Agreement subject to Columbia Gulf making the compliance filing to either 1) revise its tariff in order to offer all similarly situated shippers the same terms as Range Resources or 2) revise the filed Agreement. Specifically, the Commission found that the reference to “MDQ” in the Agreement as proposed in the Filing would not limit Range Resources from keeping the sum of its MDQs at or below its contract Transportation Demand.⁶

The intent of the parties was to provide Range Resources with the option of two (2) separate receipt points provided that Range Resources shall not exceed its Transportation Demand of 200,000 Dth on any given day. Accordingly, Columbia Gulf hereby is revising the Agreement, and refiled for Commission approval, to clarify that under the Agreement, as revised, Range Resources sum of

⁴ *Columbia Gulf Transmission, LLC*, Docket No. RP25-189-000 (Nov. 15, 2024).

⁵ See the Filing at p 2.

⁶ Order at P 12.

the MDQs between both receipt points, on any given day, shall not exceed the **Transportation Demand** of 200,000 Dth.

Effective Date

Columbia Gulf respectfully requests that the Commission accept this filing, and approve the Agreement, included herein as Appendix A, to become effective December 16, 2024.

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 Gulf is submitting the following via its electronic tariff filing:

1. This transmittal letter;
2. A revised clean version of the tariff section and tariff record (Appendix A);
3. A marked version of the tariff section (Appendix B);
4. A marked version of the Agreement (Appendix C).

Certificate of Service

As required by Sections 154.7(b) and 154.208 of the Commission's regulations, a copy of this filing is being served upon all of Columbia Gulf'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 Gulf's principal place of business.

Pursuant to Section 385.2005 of the Commission's regulations, the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best of her knowledge and belief. Additionally, the undersigned possesses full power and authority to sign such filing.

Any questions regarding this filing may be directed to Sorana Linder at (832) 320-5209.

Respectfully submitted,

COLUMBIA GULF TRANSMISSION, LLC

A handwritten signature in black ink, appearing to read 'Sorana Linder', is written over a solid black horizontal line.

Sorana Linder
Director, Rates, Tariffs & Modernization

Enclosures

Appendix A

Clean Tariff Sections

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

<u>Tariff Section</u>		<u>Version</u>
1	Table of Contents	v.38.0.1
2.1	Non-Conforming Svc Agmt – Range Resources – Appalachia, LLC Contract No. 196009-4	v.2.0.1

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Section 2.6	Reserved for Future Use
Section 2.7	Reserved for Future Use
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Section 3.14	221225-1 – FTS-1 – Sabine Pass Liquefaction, LLC
Section 3.15	Reserved for Future Use
Section 3.16	262643-0 – FTS-1 – Roanoke Gas Company
Section 4.	Non-Conforming / Negotiated Rate Service Agreements
Section 4.1	214599-0 – FTS-1 – Sabine Pass Liquefaction, LLC
Section 4.2	174461-1 – FTS-1 – Range Resources – Appalachia, LLC
Section 4.3	285219-0 – FTS-1 – MU Marketing LLC
Section 4.4	174463-7 – FTS-1 – Kaiser Marketing Appalachian, LLC
Section 4.5	172619-0 – FTS-1 – Mitsui & Co. Cameron LNG Sales, Inc.
Section 4.6	210086-5 – FTS-1 – TotalEnergies Gas & Power North America, Inc.
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Section 4.8	198521-0 – FTS-1 – EQT Energy, LLC
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Columbia Gulf Transmission Company
FERC NGA Gas Tariff
Original Volume No. 1.1

Section 2.1
Non-Conforming Svc
Agmts Version 2.0.1

Non-Conforming Service Agreement
No. 196009

Range Resources - Appalachia, LLC

Agreement Effective Date: December 16, 2024

Issued : January 3, 2025

Effective: December 16, 2024

Service Agreement No. 196009

Revision No. 4

FTS-1 SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 19th day of December, 2024, by and between COLUMBIA GULF TRANSMISSION, LLC ("Transporter") and RANGE RESOURCES - APPALACHIA, 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 the service in accordance with the provisions of the effective FTS-1 Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Third 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 herein contained. The maximum obligations 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 the 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 as of December 16, 2024, and shall continue in full force and effect until October 31, 2032. Shipper and Transporter agree to avail themselves of the Commission's pre-granted abandonment authority 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 the charges and furnish the 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); and (f) production and/or reserves committed by the Shipper.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 700 Louisiana St., Suite 700, Houston, Texas 77002-2700, Attention: Customer Services and notices to Shipper shall be addressed to it at Range Resources - Appalachia, LLC, 3000 Town Center Boulevard, Canonsburg, PA 15317, Attention: Brian Conrad, 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): FTS-1 No. 196009, Revision No. 3.

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.

RANGE RESOURCES APPALACHIA, LLC

By *Alan Singson*
Title *VP Midstream & Marketing*
Date *12/19/24*

COLUMBIA GULF TRANSMISSION, LLC

By *J.R. [Signature]*
Title Director
Date Dec 19, 2024

JR

AC

Appendix A to Service Agreement No. 196009
Under Rate Schedule FTS-1
between Columbia Gulf Transmission, LLC ("Transporter")
and Range Resources - Appalachia, LLC ("Shipper").

Transportation Demand

<u>Begin Date</u>	<u>End Date</u>	<u>Transportation Demand Dth/day</u>	<u>Recurrence Interval</u>
12/16/2024	10/31/2032	200,000	1/1 - 12/31

Primary Receipt Points

<u>Begin Date</u>	<u>End Date</u>	<u>Measuring Point No.</u>	<u>Measuring Point Name</u>	<u>Maximum Daily Quantity (Dth/day)</u>	<u>Recurrence Interval</u>
12/16/2024	10/31/2032	3194	Tetco/Adair Co., Ky Receipt	200,000	1/1 - 12/31
12/16/2024	10/31/2032	P20	MAINLINE POOL	200,000	1/1 - 12/31

Primary Delivery Points

<u>Begin Date</u>	<u>End Date</u>	<u>Measuring Point No.</u>	<u>Measuring Point Name</u>	<u>Maximum Daily Quantity (Dth/day)</u>	<u>Recurrence Interval</u>
12/16/2024	10/31/2032	2700010	CGT-RAYNE	30,000	1/1 - 12/31
12/16/2024	10/31/2032	4118	FLORIDA GAS	20,000	1/1 - 12/31
12/16/2024	10/31/2032	478	TRANSCO-EVANGELINE	150,000	1/1 - 12/31

Receipt Point (Tetco, Adair Co., Location 3194) and Receipt Point (Mainline Pool, P20) are flexible receipt points. Shipper shall not exceed the Transportation Demand of 200,000 Dth/day on any given day.

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.

Transporter and Shipper have mutually agreed to the following maximum or minimum pressure commitments:

Yes No (Check applicable blank) Transporter and Shipper have mutually agreed to a Regulatory Restructuring Reduction Option pursuant to Section 33 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

Yes 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 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.

RANGE RESOURCES - APPALACHIA, LLC

By *[Signature]*
Title VP Upstream Marketing
Date 12/19/24

COLUMBIA GULF TRANSMISSION, LLC

By *[Signature]*
Title Director
Date Dec 19, 2024

JR

AC

Appendix B

Marked Tariff Sections

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

Tariff Section

Version

1 Table of Contents

v.38.0.1

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Appendix C

Marked Agreement

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

Tariff Section

- 2.1 Non-Conforming Service Agreements, Range Resources –
Appalachia, LLC FTS-1 (#196009-4)

FTS-1 SERVICE AGREEMENT

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

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By _____
Title _____
Date _____

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By _____
Title _____
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COLUMBIA GULF TRANSMISSION, LLC

By _____
Title _____
Date _____