

Columbia Pipeline Group

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Sorana Linder

Director of Rates & Regulatory Affairs

July 13, 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-____-000
Negotiated Rate Agreement Filing

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 following negotiated rate service agreement:

FTS Service Agreement No. 178689
Between Columbia Gas Transmission, LLC and
EQT Energy, LLC
Dated July 13, 2016

In addition, Columbia submits for filing the following revised tariff section, with a proposed effective date of July 8, 2016:

<u>Part</u>	<u>Version</u>	<u>Title</u>
1	39.0.0	Table of Contents
3.19	2.0.0	Service Agreement No. 178689 – EQT Energy, LLC

Statement of Nature, Basis and Reasons

As background, on October 10, 2014, as supplemented on October 22, 2014, Columbia filed with the Commission a negotiated rate agreement for 5,000 Dth of gas per day (Dth/day) firm transmission service between Columbia and Statoil Natural Gas LLC (“Statoil”) in Docket No. RP15-47 (“Statoil Agreement”). On November 20, 2014, the Commission accepted this agreement effective November 1, 2014.²

As of July 8, 2016, Statoil released and assigned the 5,000 Dth/day of capacity under the Statoil Agreement to EQT Energy, LLC (“EQT”). EQT entered into a negotiated rate service agreement (the “EQT Agreement”) with Columbia that is identical to the Statoil Agreement, with the exception of the Shipper now being EQT instead of Statoil. Because the EQT Agreement contains negotiated rates,

¹ 18 C.F.R. Part 154 (2015).

² *Columbia Gas Transmission, LLC*, 149 FERC ¶ 61,146, at P 30 (2014).

Columbia is filing herein and requesting that the Commission approve it with an effective date of July 8, 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."³ Columbia also informs the Commission that Columbia and EQT have agreed to the negotiated rates.

Section 3 (Rates) of the EQT Agreement states:

Shipper, having been apprised of the availability of maximum recourse rates, has elected to pay a negotiated rate as reflected below:

\$13.079 per month for quantities of 5,000 Dth/day with a primary POR at Goodwin (MS 642403) and a primary POD at Leach, Kentucky (MS 801).

This rate will be fixed for the term of this Agreement and will be exclusive of the applicable commodity charges, and applicable maximum surcharges set forth in Columbia Gas' tariff, as amended from time to time. Customer will not be assessed with any Capital Cost Recovery Mechanism costs. In addition to these demand and commodity rates, Customer shall also provide all maximum applicable retainage as set forth in Columbia Gas' tariff, as amended from time to time.

As stated above, the negotiated rate terms in Section 3 of the EQT Agreement are identical to the rate terms in Section 3 of the previously-accepted Statoil Agreement. Consistent with the Commission's prior order on the Statoil Agreement, Columbia requests that the Commission approve the EQT Agreement. Pursuant to the Commission's Negotiated Rate Policy Statement,⁴ Columbia has delineated the differences between the negotiated rate provisions in the EQT 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 July 8, 2016. July 8, 2016, must be the effective date of the EQT Agreement because this date coincides with the release and assignment of capacity from the Statoil Agreement to the EQT Agreement.

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 July 8, 2016.

Material Submitted Herewith

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

³ *Natural Gas Pipelines Negotiated Rate Policies and Practices*, 104 FERC ¶ 61,134, at P 33 (2003).

⁴ *Natural Gas Pipelines Negotiated Rate Policies and Practices*, 104 FERC ¶ 61,134, PP 32-33 (2003).

- (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 EQT Agreement, as well as a marked version showing the changes from Columbia's *pro forma* FTS service agreement.

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:

*Sorana Linder, Director, Rates & Regulatory Affairs
Columbia Pipeline Group, Inc.
5151 San Felipe, Suite 2400
Houston, Texas 77056
Phone: (713) 386-3776
Email: 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) she has read the filing and knows its contents; (2) the contents are true to the best of her knowledge and belief; and (3) the undersigned possesses full power and authority to sign the filing.

Respectfully submitted,



Director, Rates & Regulatory Affairs

Enclosures

Columbia Gas Transmission, LLC
FERC NGA Gas Tariff
Baseline Tariffs
Proposed Effective Date: July 8, 2016
Service Agreement No. 178689 – EQT Energy, LLC
Option Code A

FTS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 8 day of July, 2016, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and EQT ENERGY, 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 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 as of July 8, 2016, and shall continue in full force and effect until October 31, 2024. 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, having been apprised of the availability of maximum recourse rates, has elected to pay a negotiated rate as reflected below:

\$13.079 per month for quantities of 5,000 Dth/day with a primary POR at Goodwin (MS 642403) and a primary POD at Leach, Kentucky (MS 801).

This rate will be fixed for the term of this Agreement and will be exclusive of the applicable commodity charges, and applicable maximum surcharges set forth in Columbia Gas' tariff, as amended from time to time. Customer will not be assessed with any Capital Cost Recovery Mechanism costs. In addition to these demand and commodity rates, Customer shall also provide all maximum applicable retainage as set forth in Columbia Gas' tariff, as amended from time to time.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 5151 San Felipe, Suite 2500, Houston, Texas 77056, Attention: Customer Services and notices to Shipper shall be addressed to it at EQT Energy, LLC, 625 Liberty Avenue, Suite 1700, Pittsburgh, PA 15222, Attention: Amber Morris, 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.

EQT ENERGY, LLC

By Loyd R. Kerkin

Title SVP - TRADING + ASSET MGMT

Date 7/13/16

COLUMBIA GAS TRANSMISSION, LLC

By Millie S. Moe

Title VP, Commercial Svcs

Date 7-12-16

Appendix A to Service Agreement No. 178689
 Under Rate Schedule FTS
 between Columbia Gas Transmission, LLC ("Transporter")
 and EQT ENERGY , LLC ("Shipper")

Transportation Demand

<u>Begin Date</u>	<u>End Date</u>	<u>Transportation Demand Dth/day</u>	<u>Recurrence Interval</u>
7/8/2016	10/31/2024	5,000	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>
7/8/2016	10/31/2024	642403	Goodwin Meter	642403	Goodwin Meter	5,000		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>
7/8/2016	10/31/2024	801	TCO-Leach	801	TCO-Leach	5,000			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 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 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) 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 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 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.

EQT ENERGY, LLC
By [Signature]
Title SUP-TRADING + ASSET MGMT
Date 7/13/16

COLUMBIA GAS TRANSMISSION, LLC
By [Signature]
Title VP, Commercial Svcs
Date 7-12-16

REDLINE FROM *PRO FORMA*
SERVICE AGREEMENT

Columbia Gas Transmission, LLC
FERC NGA Gas Tariff
Baseline Tariffs
Proposed Effective Date: July 8, 2016
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By Millie S. Moe

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Date 7-12-16

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7/8/2016	10/31/2024	642403	Goodwin Meter	642403	Goodwin Meter	5,000		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>
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EQT ENERGY, LLC
By *Greg Harkin*
Title *VP - TRADING + ASSET MGMT*
Date *7/13/16*

COLUMBIA GAS TRANSMISSION, LLC
By *Michelle J. Sma*
Title *VP, Commercial Svcs*
Date *7-12-16*

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TARIFF SECTION**

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Section 3.18	Antero Resouces Corporation – Contract No. 157964

	Section 3.19	Statoil Natural Gas, LLC – Contract No. 144509 EQT Energy, LLC – Contract No. 178689
	Section 3.20	Rice Drilling B LLC – Contract No. 149727
	Section 3.21	Rice Drilling B LLC – Contract No. 149728
	Section 3.22	Spotlight Energy – Contract No. 171555
	Section 3.23	Joseph E. Pauley – Contract No. 172247
	Section 3.24	Joseph E. Pauley – Contract No. 172248
Section 4.	Non-Conforming / Negotiated Rate Service Agreements	
	Section 4.1	Columbia Gas of Virginia – Contract No. 6798
	Section 4.2	Pacific Summit Energy, LLC – Contract No. 160441
	Section 4.3	Antero Resources Corporation – Contract No. 168381
	Section 4.4	Columbia Gas of Virginia, Inc. – Contract No. 6796
	Section 4.5	Easton Utilities Commission – Contract No. 6799
	Section 4.6	Easton Utilities Commission – Contract No. 6797
	Section 4.7	Washington Gas Light Company – Contract No. 6802
	Section 4.8	Antero Resources Appalachian Corporation – Contract No. 142047
	Section 4.9	Virginia Power Services Energy Corp., Inc. – Contract No. 139080
	Section 4.10	Virginia Power Services Energy Corp., Inc. – Contract No. 139085
	Section 4.11	City of Richmond – Contract No. 155679
	Section 4.12	Columbia Gas of Virginia – Contract No. 155684
	Section 4.13	Virginia Natural Gas – Contract No. 155699
	Section 4.14	Celanese Acetate, LLC – Contract No. 151487

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
Section 4.18	Antero Resources Corporation – Contract No. 149760
Section 4.19	SWN Energy Services Company, LLC – Contract No. 161147
Section 4.20	SWN Energy Services Company, LLC – Contract No. 161148
Section 4.21	South Jersey Resources Group, LLC – Contract No. 161144
Section 4.22	South Jersey Resources Group, LLC – Contract No. 163148
Section 4.23	Cabot Oil & Gas Corporation – Contract No. 161137
Section 4.24	SWN Energy Services Company, LLC – Contract No. 145882
Section 4.25	New Jersey Natural Gas Company – Contract No. 161129
Section 4.26	New Jersey Natural Gas Company – Contract No. 161136
Section 4.27	South Jersey Gas Company – Contract No. 161135
Section 4.28	South Jersey Resources Group, LLC – Contract No. 169245
Section 4.29	Kentucky Power Company – Contract No. 173522
Section 5.	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