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Jim Downs

Vice President of Rates & Regulatory Affairs

March 30, 2015

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

Re: *Columbia Gas Transmission, LLC*, Docket No. RP15-____-000
Negotiated Rate Agreement Filing

Dear Ms. Bose:

In accordance with Part 154 of the Federal Energy Regulatory Commission's ("Commission") regulations,¹ 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 amendment:

NTS-S Service Agreement No. 26592 Revision No. 2
Between Columbia Gas Transmission, LLC and
Old Dominion Electric Cooperative
Dated March 27, 2015

In addition, 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 April 1, 2015:

<u>Part</u>	<u>Version</u>	<u>Title</u>
3.5	2.0.0	Service Agreement No. 26592 – Old Dominion Electric Cooperative

Statement of Nature, Basis and Reasons

On April 26, 2011, Columbia filed with the Commission a negotiated rate agreement for NTS-S service between Columbia and Old Dominion Electric Cooperative, Inc. ("ODEC") in Docket No. RP11-2029.² In the April 26 Filing, Columbia described that the agreement would "allow ODEC to convert a portion of its existing FTS service entitlements to no-notice service under Rate Schedule NTS-S at a negotiated rate."³ Columbia and ODEC recently revised the agreement to replace the current negotiated commodity rate with a new negotiated commodity rate, which includes a minimum commodity revenue requirement.⁴ This new negotiated commodity rate and minimum commodity revenue requirement

¹ 18 C.F.R. Part 154 (2014).

² *Columbia Gas Transmission, LLC*, Negotiated Rate Agreement Filing, Docket No. RP11-2029-000 (April 26, 2011) ("April 26 Filing").

³ Transmittal Letter, Docket No. RP11-2029-000 at p. 1 (filed April 26, 2011).

⁴ See *CenterPoint Energy Gas Transmission Co.*, 108 FERC ¶ 61,016 (2004) (stating pipelines are required to file any contract connected with the minimum revenue requirement as a negotiated rate agreement.)

would be effective from April 1, 2015 to September 30, 2015. Consistent with the Commission's Negotiated Rate Policy Statement,⁵ Columbia has delineated the differences between the negotiated contractual terms in the above referenced service agreement and Columbia's form of service agreement. As reflected on the enclosed marked pro forma agreement, Section 3 of ODEC's service agreement has been revised to reflect the following negotiated rate provision:

Shipper has elected to pay a negotiated commodity charge of \$0.08 per Dth per Day from April 1, 2015 through September 30, 2015. After September 30, 2015, Shipper shall pay the original negotiated commodity charge of \$0.25 per Dth per Day. Shipper must also generate a minimum commodity revenue requirement of \$122,000 during April 1, 2015 through September 30, 2015. 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.

The negotiated rate provisions set forth above relate only to the rates to be paid by ODEC and do not affect the quality or character of service to be provided. Accordingly, the Commission should accept the proposed negotiated rate provisions, effective April 1, 2015.

Request for Waiver

Columbia respectfully requests that the Commission grant any waivers that it may deem necessary to accept this filing and to allow the referenced negotiated rate provision in the NTS-S Service Agreement to become effective as requested on April, 1 2015. Specifically, Columbia respectfully requests that the Commission grant a waiver of the thirty-day notice period to accept this filing and allow the enclosed service agreement to become effective April 1, 2015. Columbia submits that no party will be unduly burdened by the requested waiver, as the enclosed service agreement does not contain any provisions that are non-conforming, other than the negotiated rate provision.

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 April 1, 2015.

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; and
- (2) A marked version of the revised tariff sections in accordance with Section 154.201(a) of the Commission's regulations.

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.

⁵ *Natural Gas Pipelines Negotiated Rate Policies and Practices*, 104 FERC ¶ 61,134, PP 32-33 (2003).

Service on Columbia

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

Georgia B. Carter, Senior Vice President, Compliance & Regulatory Affairs
*James R. Downs, Vice President of Rates & Regulatory Affairs
Sorana Linder, Manager of Rates & Regulatory Affairs
Columbia Gas Transmission, LLC
5151 San Felipe, Suite 2400
Houston, Texas 77056
Phone: (713) 386-3759
Email: gcarte@nsource.com
jdowns@nsource.com
slinder@nsource.com

S. Diane Neal, Assistant General Counsel
*William A. Sala, Jr., Counsel
Columbia Gas Transmission, LLC
5151 San Felipe, Suite 2400
Houston, TX 77056
Phone: (713) 386-3797
Email: dneal@nsource.com
wsala@nsource.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 certified 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
Baseline Tariffs
Proposed Effective Date: April 1, 2015
Service Agreement No. 26592 – Old Dominion Electric Cooperative
Option Code A

Service Agreement No. 26592
Revision No. 2

NTS-S SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 27TH day of MARCH, 2015, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and OLD DOMINION ELECTRIC COOPERATIVE ("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. Term. Service under this Agreement shall commence as of April 1, 2015, 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, having been apprised of the availability of a recourse rate, has elected to pay a negotiated reservation of \$1.52 per Dth per Month and a negotiated commodity charge of \$0.25 per Dth per Day for service under this Agreement. These negotiated reservation and commodity 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. Shipper has elected to pay a negotiated commodity charge of \$0.08 per Dth per Day from April 1, 2015 through September 30, 2015. After September 30, 2015, Shipper shall pay the original negotiated commodity charge of \$0.25 per Dth per Day. Shipper must also generate a minimum commodity revenue requirement of

\$122,000 during April 1, 2015 through September 30, 2015. 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.

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.

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.

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 4201 Dominion Boulevard, Glen Allen, VA 23060, Attention: Contract Administration, 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): NTS-S Agreement 26592 Rev. 1.

OLD DOMINION ELECTRIC
COOPERATIVE

By D. [Signature]

Title SVP, Power Supply

Date 3/26/15

COLUMBIA GAS TRANSMISSION, LLC

By [Signature]
James R. Eckert

Title Sr Vice President Commercial Operations

Date 3-27-15

Appendix A to Service Agreement No. 26592
Under Rate Schedule NTS-S
between Columbia Gas Transmission, LLC (“Transporter”)
and Old Dominion Electric Cooperative (“Shipper”)

Transportation Demand

<u>Begin Date</u>	<u>End Date</u>	<u>Transportation Demand Dth/day</u>	<u>Recurrence Interval</u>
April 1, 2015	October 31, 2028	0	10/1-3/31
April 1, 2015	October 31, 2028	50,000	4/1-9/30

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>
April 1, 2015	October 31, 2028	STOR	RP Storage Point TCO	STOR	RP Storage Point TCO	0		1/1-12/31
April 1, 2015	October 31, 2028	INV	Inventory Admin Point	INV	Inventory Admin Point	0		1/1-12/31
April 1, 2015	March 31, 2016	C22	Eagle-25	632170	Eagle-25	0		10/1-3/31
April 1, 2015	March 31, 2016	C22	Eagle-25	632170	Eagle-25	50,000		4/1-9/30
April 1, 2016	October 31, 2028	801	TCO-LEACH	801	TCO-LEACH	0		10/1-3/31
April 1, 2016	October 31, 2028	801	TCO-LEACH	801	TCO-LEACH	50,000		4/1-9/30

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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April 1, 2015	October 31, 2028	637184	ROCK SPRINGS STATION	637184	ROCK SPRINGS STATION	0			10/1-3/31
April 1, 2015	October 31, 2028	637184	ROCK SPRINGS STATION	637184	ROCK SPRINGS STATION	50,000		515	4/1-9/30

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.

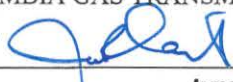
Yes No (Check applicable blank) This Service Agreement covers interim capacity sold pursuant to the provisions of General Terms and Conditions Section 4. Right of first refusal rights, if any, applicable to this interim capacity are limited as provided for in General Terms and Conditions Section 4.

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.

OLD DOMINION ELECTRIC COOPERATIVE

By D. Michael Mann *for Jackson Revisor*
Title SVP, Power Supply
Date 3/26/15

COLUMBIA GAS TRANSMISSION, LLC

By 
Title **James R. Eckert**
Sr Vice President Commercial Operations
Date 3-27-15

REDLINE FROM *PRO FORMA*
SERVICE AGREEMENT

Columbia Gas Transmission, LLC
FERC NGA Gas Tariff
Baseline Tariffs
Proposed Effective Date: April 1, 2015
Service Agreement No. 26592 – Old Dominion Electric Cooperative
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By D. [Signature]

Title SVP, Power Supply

Date 3/26/15

COLUMBIA GAS TRANSMISSION, LLC

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James R. Eckert

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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>
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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.

OLD DOMINION ELECTRIC COOPERATIVE

By D. Michael Mann *for Jackson Revisor*
Title SVP, Power Supply
Date 3/26/15

COLUMBIA GAS TRANSMISSION, LLC

By 
Title James R. Eckert
Sr Vice President Commercial Operations
Date 3-27-15