



5151 San Felipe, Suite 2400
Houston, Texas 77056
Phone: 713-386-3759
Fax: 713-386-3755
jdowns@cpg.com

Jim Downs

Vice President of Rates & Regulatory Affairs

September 2, 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 and Non-Conforming Agreements 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 negotiated rate and non-conforming amendments to the following service agreements:

FTS Service Agreement No. 161137
Between Columbia Gas Transmission, LLC and
Cabot Oil & Gas Corporation
Dated January 2, 2015

FTS Service Agreement No. 161144
Between Columbia Gas Transmission, LLC and
South Jersey Resources Group, LLC
Dated May 29, 2015

FTS Service Agreement No. 163148
Between Columbia Gas Transmission, LLC and
South Jersey Resources Group, LLC
Dated May 29, 2015

In addition, Columbia submits for filing the following revised tariff section, with a proposed effective date of October 1, 2015:

<u>Part</u>	<u>Version</u>	<u>Title</u>
VIII.12	24.0.0	Non-Conforming Service Agreements

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 October 1, 2015:

¹ 18 C.F.R. Part 154 (2014).

<u>Part</u>	<u>Version</u>	<u>Title</u>
1	32.0.0	Table of Contents
4.21	0.0.0	Service Agreement No. 161144 – South Jersey Resources Group
4.22	0.0.0	Service Agreement No. 163148 – South Jersey Resources Group
4.23	0.0.0	Service Agreement No. 161137 – Cabot Oil & Gas Corporation

Statement of Nature, Basis and Reasons

A. Background

Columbia is submitting for review and approval the following:

1. A non-conforming and negotiated rate agreement between Columbia and Cabot Oil & Gas Corporation (“Cabot”) (“Cabot Agreement”) for 50,000 Dth/day;
2. A non-conforming and negotiated rate agreement between Columbia and South Jersey Resources Group, LLC (“SJ Resources”) (“SJ Resources I Agreement”) for 40,000 Dth/day; and
3. A non-conforming and negotiated rate agreement between Columbia and SJ Resources (“SJ Resources II Agreement”) for 23,000 Dth/day. (Collectively, the Cabot Agreement, SJ Resources I Agreement, and SJ Resources II Agreement are referred to as the “East Side Expansion Agreements”).

Each of the East Side Expansion Agreements provides the shippers with capacity on Columbia’s East Side Expansion Project, described below, under terms reflecting those agreed upon for service on the East Side Expansion Project.

On February 21, 2012, Columbia held an open season to solicit interest in the East Side Expansion Project. As a result of the open season, Columbia entered into precedent agreements with Cabot and SJ Resources, among others.

On November 1, 2013, Columbia filed an application under section 7(c) of the Natural Gas Act (“NGA”) seeking authorization to construct and operate pipeline, compression, and auxiliary facilities in Pennsylvania, New Jersey, New York, and Maryland, i.e. the East Side Expansion Project.² The East Side Expansion Project is designed to increase firm pipeline transportation service on the Columbia system by 312,000 dekatherms per day. In the November Filing, Columbia included the precedent agreements between Columbia and Cabot and Columbia and SJ Resources.

On December 18, 2014, the Commission issued an order issuing the certificate to construct the East Side Expansion Project.³ Columbia anticipates that the portion of the East Side Expansion Project underpinning the East Side Expansion Agreements filed herein will be in service on October 1, 2015. To facilitate firm transportation service on the East Side Expansion Project with an anticipated date of October 1, 2015, and consistent with the precedent agreements, Columbia entered into the East Side Expansion Agreements. Because the East Side Expansion Agreements contain negotiated rates and non-conforming provisions, Columbia is filing the agreements herein and requesting that the Commission approve the East Side Expansion Agreements with an effective date of October 1, 2015 for

² Columbia Gas Transmission, LLC, Docket No. CP14-17-000 (Nov. 1, 2013) (“November Filing”).

³ *Columbia Gas Transmission, LLC*, 149 FERC ¶ 61,255 (2014).

the SJ Resources I Agreement and the SJ Resources II Agreement and an effective date of November 1, 2015 for the Cabot Agreement.

B. Negotiated Rate and Non-Conforming Provisions

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 In accordance with this directive, Columbia informs the Commission that Columbia and Cabot and Columbia and SJ Resources have agreed to the negotiated rates and non-conforming provisions, discussed herein.

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 East Side Expansion Agreements 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. In compliance with the Commission's regulations, Columbia is filing the East Side Expansion Agreements.

1. Section 1

The Cabot Agreement contains a non-conforming provision in Section 1 (Service to be Rendered) providing that "A portion of Shipper's transportation is provided by Transporter via off system capacity acquired by Transporter on Millennium Pipeline Company, LLC ("MPC")." Section 47.1 of Columbia's Tariff requires Columbia to seek prior authorization from FERC to acquire offsystem capacity that will be used to meet new firm service commitments.⁸ With respect to this offsystem capacity, Columbia already has filed, and the Commission accepted, the requests for capacity on MPC.⁹ As stated in these prior filings, Columbia will not include, nor seek the recovery of, any of the costs associated with the transportation service arrangement with Cabot in Columbia's Transportation Cost Rate Adjustment Mechanism ("TCRA"). Furthermore, no other shipper will be impacted by Columbia obtaining the Millennium capacity. As such, Columbia respectfully requests that the Commission authorize the acquisition and approve the non-conforming language in Section 1 of the Cabot Agreement.

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 See, Tariff Section 47.1 OFF SYSTEM PIPELINE CAPACITY, states "Transporter will seek prior authorization from the Federal Energy Regulatory Commission prior to acquiring offsystem capacity that will be used to meet new firm service commitments."

⁹ See Columbia Gas Transmission, LLC, Letter Order, Docket No. RP15-1175-000 (Aug. 21, 2015); Columbia Gas Transmission, LLC, Letter Order, Docket No. RP15-1167-000 (Aug. 14, 2015); Columbia Gas Transmission, LLC, Letter Order, Docket No. RP14-611-000 (Apr. 4, 2014).

2. Section 2

The Cabot Agreement states that the Cabot Agreement “shall be effective as of September 1, 2015, or the first day of the month following the date that all of Transporter’s East Side Expansion Project facilities necessary to provide firm transportation service to Shipper have been commissioned, tested, and are ready for service as determined in Transporter’s discretion.” In this case, because Columbia anticipates in service for the East Side Expansion Project being on October 1, 2015 (or later), Columbia is requesting an effective date for the Cabot Agreement of November 1, 2015. Cabot desired that the Cabot Agreement become effective on the first day of the month, and this provision facilitates such an effective date.

Furthermore, all of the East Side Expansion Agreements contain a non-conforming provision in Section 2 (Term) stating “Shipper shall be obligated to pay the rates and charges set forth herein on the Actual In-Service Date, regardless of whether Shipper will actually begin receiving service on that date.” This provision was necessary to allow Columbia to recover the costs of building the East Side Expansion Project from Cabot and SJ Resources.

In addition, the Cabot Agreement and the SJ Resources I Agreement contain provisions in Section 2 stating that Cabot and SJ Resource have the one-time right to extend the term of their service agreements for an additional term of 5 years, at the then-effective maximum recourse rates for Rate Schedule FTS. The Cabot Agreement and the SJ Resources I Agreement also provide for the procedures each must do to notify Columbia of this one-time extension. 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.¹⁰ Consistent with the Tariff, the above Section 2 of the agreements gives Cabot and SJ Resources 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 Cabot and SJ Resources that are not available to all shippers. Furthermore, 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,¹¹ and in this case, the Commission should accept this non-conforming provision consistent with its prior orders.

3. Section 3

Finally, Section 3 (Rates) of all of the East Side Expansion Agreements contain negotiated rates. Specifically, the Cabot Agreement contains negotiated rate provisions providing:

Shipper, aware of the availability of a maximum recourse rate, elects to pay a negotiated reservation rate of \$17.64 per Dth per month for a term of ten (10) years. This negotiated reservation rate shall be fixed for the primary term of the Service Agreement, regardless of the maximum recourse rate set forth in the Tariff. In addition to the reservation rate set forth above, Shipper shall pay all demand surcharges applicable to Rate Schedule FTS that are set forth in the Tariff, as those surcharges may be amended, added or modified from time to time. During the primary term of service of ten (10) years, Shipper shall not pay Transporter’s Capital Cost Recovery Mechanism (“CCRM”) charge. Shipper shall pay the maximum commodity rate and commodity surcharges for Rate Schedule FTS set forth in the Tariff. Shipper shall provide the maximum retainage rate for Rate Schedule FTS set forth in the Tariff. In addition to the surcharges, commodity charges and retainage set forth above, Shipper shall also pay all surcharges, in addition to the maximum commodity rate and the maximum retainage rate

¹⁰ Columbia FERC Gas Tariff GTC at 4.1(b)(2).

¹¹ *Columbia Gas Transmission, LLC*, Docket No. RP10-828-000, Letter Order (July 6, 2010).

applicable to MPC's Rate Schedule FT-1, as set forth in MPC's FERC Gas Tariff, as those surcharges and rates may change from time to time, for Shipper's usage of MPC capacity held by Transporter to provide service under the Service Agreement. Shipper shall pay the same demand, commodity, surcharges and applicable retention when using Secondary Points as described for Primary Points above.

The negotiated rate provisions in Section 3 of the Cabot Agreement will have no adverse effects on any of Columbia's customers. With respect to CCRM surcharge, Columbia has the ability to negotiate the applicability of the CCRM surcharge, as well as all other charges and surcharges associated with service. For CCRM rate design purposes, Columbia will treat this agreement, as well as all other negotiated rolled-in transportation contracts, as if they were paying the maximum recourse rate. Columbia will include the agreement's full billing determinants in the calculation of the CCRM surcharge, thus treating the agreement as if Cabot paid the CCRM surcharge and placing Columbia at-risk for recoveries of CCRM costs associated with that capacity. The Commission has accepted another service agreement that granted a shipper a negotiated rate not subject to the CCRM.¹² Accordingly, the Commission should find that the provisions in Section 3 of the Cabot Agreement are not unduly discriminatory.

Section 3 of the SJ Resources I Agreement states:

Shipper, aware of the availability of a maximum recourse rate, elects to pay a negotiated reservation rate of \$13.08 per Dth per month. This negotiated rate shall be fixed for the primary term of the Service Agreement, regardless of the maximum recourse rate set forth in the tariff. In addition to the reservation rate set forth above, Shipper shall pay all demand surcharges applicable to Rate Schedule FTS that are set forth in the Tariff, as those surcharges may be amended, added or modified from time to time. However, if during the term of this agreement Columbia institutes a mechanism to recover the costs of modernization efforts across the system, the fixed negotiated reservation rate will be inclusive of such modernization charges. Shipper shall also pay the maximum commodity rate and commodity surcharges for Rate Schedule FTS set forth in the Tariff. Shipper shall provide the maximum retainage rate for Rate Schedule FTS set forth in the Tariff. Shipper shall pay the same demand, commodity, surcharges and applicable retention when using Secondary Points as described for Primary Points above.

Section 3 of the SJ Resources II Agreement states:

Shipper, aware of the availability of a maximum recourse rate, elects to pay a negotiated reservation rate of \$10.95 per Dth per month. This negotiated rate shall be fixed for the primary term of the Service Agreement, regardless of the maximum recourse rate set forth in the tariff. In addition to the reservation rate set forth above, Shipper shall pay all demand surcharges applicable to Rate Schedule FTS that are set forth in the Tariff, as those surcharges may be amended, added or modified from time to time. However, if during the term of this agreement Columbia institutes a mechanism to recover the costs of modernization efforts across the system, the fixed negotiated reservation rate will be inclusive of such modernization charges. Shipper shall also pay the maximum commodity rate and commodity surcharges for Rate Schedule FTS set forth in the Tariff. Shipper shall provide the maximum retainage rate for Rate Schedule FTS set forth in the Tariff. Shipper shall pay the same demand, commodity, surcharges and applicable retention when using Secondary Points as described for Primary Points above.

¹² Columbia Gas Transmission, LLC, Docket No. RP13-1020-000, Letter Order (July 25, 2013) (letter order accepting negotiated rate agreement).

The negotiated rate provisions in Section 3 of the SJ Resources I Agreement and SJ Resources II Agreement will have no adverse effects on any of Columbia's customers. For the same reasons stated above with respect to the Cabot Agreement, the Commission should find that the negotiated rate provisions are not unduly discriminatory.

Pursuant to the Commission's Negotiated Rate Policy Statement,¹³ Columbia has delineated the differences between the negotiated rate and non-conforming provisions in the East Side Expansion Agreements 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 and to allow the referenced negotiated rate and non-conforming provisions to be effective date of October 1, 2015 for the SJ Resources I Agreement and the SJ Resources II Agreement and an effective date of November 1, 2015 for the Cabot Agreement Columbia intended to file the East Side Expansion Agreements on September 1, 2015, but due to delays with a shipper negotiating a possible revision to one of the agreements, Columbia was unable to file. Therefore, Columbia is filing on September 2, 2015, and Columbia requests that the SJ Resources I and II Agreements become effective on October 1, 2015. October 1, 2015 must be the effective date of the SJ Resources I and II Agreements because this date coincides with the anticipated in-service date of the portion of the East Side Expansion Project underpinning the SJ Resources I and II Agreements.

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 October 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;
- (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 each of the East Side Expansion Agreements, 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.

¹³ *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:

*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: jdowns@cpg.com
slinder@cpg.com

*Tyler R. Brown, Senior Counsel
Columbia Gas Transmission, LLC
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 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

CLEAN SERVICE AGREEMENT

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

Section 4.21
Non-Conf Neg Rate Svc Agmts
Version 0.0.0

Non-Conforming Service Agreement No.
161144

South Jersey Resources Group, LLC

Agreement Effective Date: October 1, 2015

Issued: September 2, 2015

Effective: October 1, 2015

Service Agreement No. 161144
Revision No. 1

FTS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 29 day of May, 2015, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and SOUTH JERSEY RESOURCES GROUP, 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. This Agreement shall be effective as of the later of October 1, 2015, or the date that all of Transporter's East Side Expansion Project facilities necessary to provide Shipper firm transportation service pursuant to this agreement have been commissioned, tested, and are ready for service as determined in Transporter's discretion ("Actual In-Service Date") and shall continue in full force and effect until fifteen (15) years from the Actual In-Service Date. Shipper shall be obligated to pay the rates and charges set forth herein on the Actual In-Service Date, regardless of whether Shipper will actually begin receiving service on that date. Shipper shall have a one-time right to extend the term of its Service Agreement for an additional term of 5 years, at the then-effective maximum recourse rates for Rate Schedule FTS. Shipper must notify Columbia of its election to extend the Service Agreement at least six months prior to the termination of the Service Agreement. 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, aware of the availability of a maximum recourse rate, elects to pay a negotiated reservation rate of \$13.08 per Dth per month. This negotiated rate shall be fixed for the primary term of the Service Agreement, regardless of the maximum recourse rate set forth in the tariff. In addition to the reservation rate set forth above, Shipper shall pay all demand surcharges applicable to Rate Schedule FTS that are set forth in the Tariff, as those

surcharges may be amended, added or modified from time to time. However, if during the term of this agreement Columbia institutes a mechanism to recover the costs of modernization efforts across the system, the fixed negotiated reservation rate will be inclusive of such modernization charges. Shipper shall also pay the maximum commodity rate and commodity surcharges for Rate Schedule FTS set forth in the Tariff. Shipper shall provide the maximum retainage rate for Rate Schedule FTS set forth in the Tariff. Shipper shall pay the same demand, commodity, surcharges and applicable retention when using Secondary Points as described for Primary Points above.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 5151 San Felipe, Suite 2500, Houston, Texas 77056, Attention: James Eckert and notices to Shipper shall be addressed to it at 2350 Airport Freeway, Suite 550, Bedford, TX 76022, Attention: Ken DePriest, 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): Service Agreement No. 161144 Revision No. 0

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.

SOUTH JERSEY RESOURCES
GROUP, LLC

By

Title

Date

COLUMBIA GAS TRANSMISSION, LLC

By

Title

Date

James R. Eckert

Sr Vice President Commercial Operations

3/29/2015

6-5-15

Appendix A to Service Agreement No. 161144
Under Rate Schedule FTS
between Columbia Gas Transmission, LLC ("Transporter")
and South Jersey Resources Group, LLC ("Shipper")

Transportation Demand

<u>Begin Date</u>	<u>End Date</u>	<u>Transportation Demand Dth/day</u>	<u>Recurrence Interval</u>
Actual In- Service Date	10/31/2016	40,000	1/1 – 12/31
11/1/2016	10/31/2018	50,000	1/1 – 12/31
	15 Years From Actual In- Service Date	60,000	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>
Actual In- Service Date	10/31/2016	B18	Milford-21	631922	Milford	40,000		1/1 – 12/31
11-1-2016	10/31/2018	B18	Milford-21	631922	Milford	50,000		1/1 – 12/31
	15 Years From Actual In- Service Date	B18	Milford-21	631922	Milford	60,000		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>
Actual In-Service Date	10/31/2016	642577	West Deptford Energy Station	642577	West Deptford Energy Station	40,000			1/1 – 12/31
11/1/2016	10/31/2018	642577	West Deptford Energy Station	642577	West Deptford Energy Station	50,000			1/1 – 12/31
	15 Years From Actual In-Service Date								
11/1/2018	Date	642577	West Deptford Energy Station	642577	West Deptford Energy Station	60,000			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.

SOUTH JERSEY RESOURCES GROUP, LLC

By

Title Vice President

Date

5/29/15

COLUMBIA GAS TRANSMISSION, LLC

By

James R. Eckert
Title Sr Vice President Commercial Operations

Date

6-5-15

REDLINE FROM *PRO FORMA*
SERVICE AGREEMENT

Columbia Gas Transmission, LLC

Section 4.21

FERC NGA Gas Tariff

Non-Conf Neg Rate Svc Agmts

Original Volume No. 1.1

Version 0.0.0

Non-Conforming Service Agreement No.
161144

South Jersey Resources Group, LLC

Agreement Effective Date: October 1, 2015

Issued: September 2, 2015

Effective: October 1, 2015

FTS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of May, 2015, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and SOUTH JERSEY RESOURCES GROUP, 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 be effective as of the later of October 1, 2015, or the date that all of Transporter's East Side Expansion Project facilities necessary to provide Shipper firm transportation service ~~to Shipper pursuant to this agreement~~ have been commissioned, tested, and are ready for service as determined in Transporter's discretion ("Actual In-Service Date") and shall continue in full force and effect until fifteen (15) years from the Actual In-Service Date. Shipper shall be obligated to pay the rates and charges set forth herein on the Actual In-Service Date, regardless of whether Shipper will actually begin receiving service on that date. Shipper shall have a one-time right to extend the term of its Service Agreement for an additional term of 5 years, at the then-effective maximum recourse rates for Rate Schedule FTS. Shipper must notify Columbia of its election to extend the Service Agreement at least six months prior to the termination of the Service Agreement. 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, aware of the availability of a maximum recourse rate, elects to pay a negotiated reservation rate of \$13.08 per Dth per month. This negotiated rate shall be fixed for the primary term of the Service Agreement, regardless of the maximum recourse rate set forth in the tariff. In addition to the reservation rate set forth above, Shipper shall pay all demand surcharges applicable to Rate Schedule FTS that are set forth in the Tariff, as those surcharges may be amended, added or modified from time to time. However, if during the term of this agreement Columbia institutes a mechanism to recover the costs of modernization efforts across the system, the fixed negotiated reservation rate will be inclusive of such modernization

charges. Shipper shall also pay the maximum commodity rate and commodity surcharges for Rate Schedule FTS set forth in the Tariff. Shipper shall provide the maximum retainage rate for Rate Schedule FTS set forth in the Tariff. Shipper shall pay the same demand, commodity, surcharges and applicable retention when using Secondary Points as described for Primary Points above. ~~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); and (f) production and/or reserves committed by the Shipper. 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 alter 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 just and reasonable.~~

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~~ James Eckert and notices to Shipper shall be addressed to it at 2350 Airport Freeway, Suite 505, Bedford, TX 76022, Attention: Ken DePriest, 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): Service Agreement No. 161144 Revision No. 0.

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.

SOUTH JERSEY RESOURCES
GROUP, LLC

COLUMBIA GAS TRANSMISSION, LLC

By _____
Title _____
Date _____

By _____
Title _____
Date _____

Appendix A to Service Agreement No. 161144
Under Rate Schedule FTS
between Columbia Gas Transmission, LLC (“Transporter”)
and South Jersey Resources Group, LLC (“Shipper”)

Transportation Demand

<u>Begin</u> <u>Date</u>	<u>End</u> <u>Date</u>	<u>Transportation</u> <u>Demand</u> <u>Dth/day</u>	<u>Recurrence</u> <u>Interval</u>
9/1/2015	10/31/2016	40,000	1/1 – 12/31
11/1/2016	10/31/2018	50,000	1/1 – 12/31
11/1/2018	08/31/2030	60,000	1/1 – 12/31

Primary Receipt Points

<u>Begin</u> <u>Date</u>	<u>End</u> <u>Date</u>	<u>Scheduling</u> <u>Point No.</u>	<u>Scheduling</u> <u>Point Name</u>	<u>Measuring</u> <u>Point No.</u>	<u>Measuring</u> <u>Point Name</u>	<u>Maximum</u> <u>Daily Quantity</u> <u>(Dth/day)</u>	<u>Minimum Receipt</u> <u>Pressure Obligation</u> <u>(psig) 1/</u>	<u>Recurrence</u> <u>Interval</u>
9/1/2015	10/31/2016	B18	Milford-21	631922	Milford	40,000		1/1 – 12/31
11-1-2016	10/31/2018	B18	Milford-21	631922	Milford	50,000		1/1 – 12/31
11/1/2018	08/31/2030	B18	Milford-21	631922	Milford	60,000		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>
9/1/2015	10/31/2016	642577	West Deptford Energy Station	642577	West Deptford Energy Station	40,000			1/1 – 12/31
11/1/2016	10/31/2018	642577	West Deprford Energy Station	642577	West Deptford Energy Station	50,000			1/1 – 12/31
11/1/2018	8/31/2030	642577	West Deprford Energy Station	642577	West Deptford Energy Station	60,000			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 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.

SOUTH JERSEY RESOURCES GROUP, LLC

By _____

Title _____

Date _____

COLUMBIA GAS TRANSMISSION, LLC

By _____

Title _____

Date _____

CLEAN SERVICE AGREEMENT

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

Section 4.22
Non-Conf Neg Rate Svc Agmts
Version 0.0.0

Non-Conforming Service Agreement No.
163148

South Jersey Resources Group, LLC

Agreement Effective Date: October 1, 2015

Issued: September 2, 2015

Effective: October 1, 2015

Service Agreement No. 163148
Revision No. 0

FTS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 29 day of May, 2015, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and SOUTH JERSEY RESOURCES GROUP, 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. This Agreement shall be effective as of the later of October 1, 2015, or the date that all of Transporter's East Side Expansion Project facilities necessary to provide Shipper firm transportation service pursuant to this agreement have been commissioned, tested, and are ready for service as determined in Transporter's discretion ("Actual In-Service Date") and shall continue in full force and effect until October 31, 2017. Shipper shall be obligated to pay the rates and charges set forth herein on the Actual In-Service Date, regardless of whether Shipper will actually begin receiving service on that date. 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, aware of the availability of a maximum recourse rate, elects to pay a negotiated reservation rate of \$10.95 per Dth per month. This negotiated rate shall be fixed for the primary term of the Service Agreement, regardless of the maximum recourse rate set forth in the tariff. In addition to the reservation rate set forth above, Shipper shall pay all demand surcharges applicable to Rate Schedule FTS that are set forth in the Tariff, as those surcharges may be amended, added or modified from time to time. However, if during the term of this agreement Columbia institutes a mechanism to recover the costs of modernization efforts across the system, the fixed negotiated reservation rate will be inclusive of such modernization charges. Shipper shall also pay the maximum commodity rate and commodity surcharges for

Rate Schedule FTS set forth in the Tariff. Shipper shall provide the maximum retainage rate for Rate Schedule FTS set forth in the Tariff. Shipper shall pay the same demand, commodity, surcharges and applicable retention when using Secondary Points as described for Primary Points above.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 5151 San Felipe, Suite 2500, Houston, Texas 77056, Attention: James Eckert and notices to Shipper shall be addressed to it at 2350 Airport Freeway, Suite 550, Bedford, TX 76022, Attention: Ken DePriest, 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

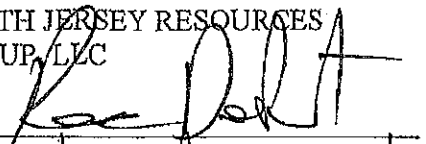
Section 6. Credit Annex. The credit requirements appended hereto as Attachment A are incorporated herein by reference with full force and effect and are made a part of this Service Agreement as though restated herein verbatim.

SOUTH JERSEY RESOURCES
GROUP, LLC

By

Title

Date

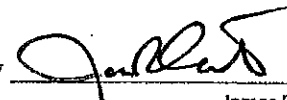

Vice President
5/29/2015

COLUMBIA GAS TRANSMISSION, LLC

By

Title

Date


James R. Eckert
Sr Vice President Commercial Operations
6-5-15

Revision No. 0

Appendix A to Service Agreement No. 161144
Under Rate Schedule FTS
between Columbia Gas Transmission, LLC ("Transporter")
and South Jersey Resources Group, LLC ("Shipper")

Transportation Demand

<u>Begin Date</u>	<u>End Date</u>	<u>Transportation Demand Dth/day</u>	<u>Recurrence Interval</u>
Actual In- Service Date	10/31/2015	23,000	1/1 – 12/31
11/1/2015	10/31/2016	40,000	1/1 – 12/31
11/1/2016	10/31/2017	20,000	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>
Actual In- Service Date	10/31/2015	B18	Milford-21	631922	Milford	23,000		1/1 – 12/31
11/1/2015	10/31/2016	B18	Milford-21	631922	Milford	40,000		1/1 – 12/31
11/1/2016	10/31/2017	B18	Milford-21	631922	Milford	20,000		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>
Actual In-Service Date	10/31/2015	642577	West Deptford Energy Station	642577	West Deptford Energy Station	23,000			1/1 – 12/31
11/1/2015	10/31/2016	642577	West Deptford Energy Station		West Deptford Energy Station	40,000			1/1 – 12/31
11/1/2016	10/31/2017	642577	West Deptford Energy Station	642577	West Deptford Energy Station	20,000			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.

SOUTH JERSEY RESOURCES GROUP, LLC

By

Title

Date

Vice President

5/29/2015

COLUMBIA GAS TRANSMISSION, LLC

By

Title

Date

James R. Eckert

Sr Vice President Commercial Operations

6-5-15

REDLINE FROM *PRO FORMA*
SERVICE AGREEMENT

Columbia Gas Transmission, LLC

Section 4.22

FERC NGA Gas Tariff

Non-Conf Neg Rate Svc Agmts

Original Volume No. 1.1

Version 0.0.0

Non-Conforming Service Agreement No.
163148

South Jersey Resources Group, LLC

Agreement Effective Date: October 1, 2015

Issued: September 2, 2015

Effective: October 1, 2015

FTS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of May, 2015, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and SOUTH JERSEY RESOURCES GROUP, 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. This Agreement shall be effective as of the later of October 1, 2015, or the date that all of Transporter's East Side Expansion Project facilities necessary to provide Shipper firm transportation service pursuant to ~~Shipper this agreement~~ have been commissioned, tested, and are ready for service as determined in Transporter's discretion ("Actual In-Service Date") and shall continue in full force and effect until October 31, 2017. Shipper shall be obligated to pay the rates and charges set forth herein on the Actual In-Service Date, regardless of whether Shipper will actually begin receiving service on that date. 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, aware of the availability of a maximum recourse rate, elects to pay a negotiated reservation rate of \$10.95 per Dth per month. This negotiated rate shall be fixed for the primary term of the Service Agreement, regardless of the maximum recourse rate set forth in the tariff. In addition to the reservation rate set forth above, Shipper shall pay all demand surcharges applicable to Rate Schedule FTS that are set forth in the Tariff, as those surcharges may be amended, added or modified from time to time. However, if during the term of this agreement Columbia institutes a mechanism to recover the costs of modernization efforts across the system, the fixed negotiated reservation rate will be inclusive of such modernization charges. Shipper shall also pay the maximum commodity rate and commodity surcharges for

Rate Schedule FTS set forth in the Tariff. Shipper shall provide the maximum retainage rate for Rate Schedule FTS set forth in the Tariff. Shipper shall pay the same demand, commodity, surcharges and applicable retention when using Secondary Points as described for Primary Points above.~~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); and (f) production and/or reserves committed by the Shipper. 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 alter 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 just and reasonable.~~

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 5151 San Felipe, Suite 2500, Houston, Texas 77056, Attention: James Eckert ~~Customer Services~~ and notices to Shipper shall be addressed to it at 2350 Airport Freeway, Suite 550, Bedford, TX 76022, Attention: Ken DePriest, 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.

SOUTH JERSEY RESOURCES
GROUP, LLC

COLUMBIA GAS TRANSMISSION, LLC

By _____

By _____

Title _____

Title _____

Date _____

Date _____

Appendix A to Service Agreement No. 161144
Under Rate Schedule FTS
between Columbia Gas Transmission, LLC (“Transporter”)
and South Jersey Resources Group, LLC (“Shipper”)

Transportation Demand

<u>Begin Date</u>	<u>End Date</u>	<u>Transportation Demand Dth/day</u>	<u>Recurrence Interval</u>
Actual In-Service Date	10/31/2015	23,000	1/1 – 12/31
11/1/2015	10/31/2016	40,000	1/1 – 12/31
11/1/2016	10/31/2017	20,000	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>
Actual In-Service Date								
10/31/2015	10/31/2015	B18	Milford-21	631922	Milford	23,000		1/1 – 12/31
11/1/2015	10/31/2016	B18	Milford-21	631922	Milford	40,000		1/1 – 12/31
11/1/2016	10/31/2017	B18	Milford-21	631922	Milford	20,000		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>
Actual In-Service Date	10/31/2015	642577	West Deptford Energy Station	642577	West Deptford Energy Station	23,000			1/1 – 12/31
11/1/2015	10/31/2016	642577	West Deptford Energy Station		West Deptford Energy Station	40,000			1/1 – 12/31
11/1/2016	10/31/2017	642577	West Deptford Energy Station	642577	West Deptford Energy Station	20,000			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.

SOUTH JERSEY RESOURCES GROUP, LLC

By _____

Title _____

Date _____

COLUMBIA GAS TRANSMISSION, LLC

By _____

Title _____

Date _____

CLEAN SERVICE AGREEMENT

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

Section 4.23
Non-Conf Neg Rate Svc Agmts
Version 0.0.0

Non-Conforming Service Agreement No.
161137

Cabot Oil & Gas Corporation

Agreement Effective Date: November 1, 2015

Issued: September 2, 2015

Effective: October 1, 2015

Service Agreement No. 161137
Revision No. 0

FTS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 2ND day of January, 2015, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and CABOT OIL & GAS CORPORATION ("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. A portion of Shipper's transportation is provided by Transporter via off system capacity acquired by Transporter on Millennium Pipeline Company, LLC ("MPC"). 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. This Agreement shall be effective as of the later of September 1, 2015, or the first day of the month following the date that all of Transporter's East Side Expansion Project facilities necessary to provide firm transportation service to Shipper have been commissioned, tested, and are ready for service as determined in Transporter's discretion ("Actual In-Service Date") and shall continue in full force and effect for a term of ten (10) years. Shipper shall be obligated to pay the rates and charges set forth herein on the Actual In-Service Date, regardless of whether Shipper will actually begin receiving service on that date. Shipper shall have a one-time right to extend the term of its Service Agreement for an additional term of five (5) years, at the then-effective maximum recourse rates for Rate Schedule FTS, plus any applicable charges for MPC capacity held by Transporter to provide this service. Shipper must notify Transporter of its election to extend the Service Agreement at least six months prior to the termination of the Service Agreement. 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, aware of the availability of a maximum recourse rate, elects to pay a negotiated reservation rate of \$17.64 per Dth per month for a term of ten (10) years.

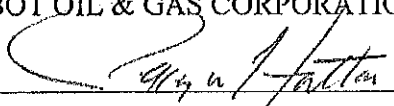
This negotiated reservation rate shall be fixed for the primary term of the Service Agreement, regardless of the maximum recourse rate set forth in the Tariff. In addition to the reservation rate set forth above, Shipper shall pay all demand surcharges applicable to Rate Schedule FTS that are set forth in the Tariff, as those surcharges may be amended, added or modified from time to time. During the primary term of service of ten (10) years, Shipper shall not pay Transporter's Capital Cost Recovery Mechanism ("CCRM") charge. Shipper shall pay the maximum commodity rate and commodity surcharges for Rate Schedule FTS set forth in the Tariff. Shipper shall provide the maximum retainage rate for Rate Schedule FTS set forth in the Tariff. In addition to the surcharges, commodity charges and retainage set forth above, Shipper shall also pay all surcharges, in addition to the maximum commodity rate and the maximum retainage rate applicable to MPC's Rate Schedule FT-1, as set forth in MPC's FERC Gas Tariff, as those surcharges and rates may change from time to time, for Shipper's usage of MPC capacity held by Transporter to provide service under the Service Agreement. Shipper shall pay the same demand, commodity, surcharges and applicable retention when using Secondary Points as described for Primary Points above.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 5151 San Felipe, Suite 2500, Houston, Texas 77056, Attention: James Eckert and notices to Shipper shall be addressed to it at 840 Gessner Road, Suite 1400, Houston, TX 77024, Attention: Jeff Hutton, 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.

CABOT OIL & GAS CORPORATION

By 

Title SR VICE PRESIDENT

Date 12/30/14

COLUMBIA GAS TRANSMISSION, LLC

By 

Title VP, COMMERCIAL OPERATIONS

Date 1/2/15

Appendix A to Service Agreement No. 161137
Under Rate Schedule FTS
between Columbia Gas Transmission, LLC ("Transporter")
and Cabot Oil & Gas Corporation ("Shipper")

Transportation Demand

<u>Begin Date</u>	<u>End Date</u>	<u>Transportation Demand Dth/day</u>	<u>Recurrence Interval</u>
Actual In-Service Date	Ten (10) years from the Actual In-Service Date	50,000	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>
See above	See above	640168	Stagecoach Receipt	640168	Stagecoach Receipt	50,000		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>
See above	See above	LOUDOUN	LNG Loudon	837336	LNG Loudoun	50,000			1/1 – 12/31

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

Appendix A to Service Agreement No. 161137
Under Rate Schedule FTS
between Columbia Gas Transmission, LLC ("Transporter")
and Cabot Oil & Gas Corporation ("Shipper")

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.

CABOT OIL & GAS CORPORATION

By 

Title SR VICE PRESIDENT

Date 12/30/14

COLUMBIA GAS TRANSMISSION, LLC

By 

Title VP COMMERCIAL OPERATIONS

Date 1/2/15

REDLINE FROM *PRO FORMA*
SERVICE AGREEMENT

Columbia Gas Transmission, LLC

Section 4.23

FERC NGA Gas Tariff

Non-Conf Neg Rate Svc Agmts

Original Volume No. 1.1

Version 0.0.0

Non-Conforming Service Agreement No.
161137

Cabot Oil & Gas Corporation

Agreement Effective Date: November 1, 2015

Issued: September 2, 2015

Effective: October 1, 2015

FTS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of January, 2015, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and CABOT OIL & GAS CORPORATION ("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. A portion of Shipper's transportation is provided by Transporter via off system capacity acquired by Transporter on Millennium Pipeline Company, LLC ("MPC"). 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 be effective as of the later of September 1, 2015, or the first day of the month following the date that all of Transporter's East Side Expansion Project facilities necessary to provide firm transportation service to Shipper have been commissioned, tested, and are ready for service as determined in Transporter's discretion ("Actual In-Service Date") and shall continue in full force and effect for a term of ten (10) years. Shipper shall be obligated to pay the rates and charges set forth herein on the Actual In-Service Date, regardless of whether Shipper will actually begin receiving service on that date. Shipper shall have a one-time right to extend the term of its Service Agreement for an additional term of five (5) years, at the then-effective maximum recourse rates for Rate Schedule FTS, plus any applicable charges for MPC capacity held by Transporter to provide this service. Shipper must notify Transporter of its election to extend the Service Agreement at least six months prior to the termination of the Service Agreement. 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, aware of the availability of a maximum recourse rate, elects to pay a negotiated reservation rate of \$17.64 per Dth per month for a term of ten (10) years. This negotiated reservation rate shall be fixed for the primary term of the Service Agreement.

regardless of the maximum recourse rate set forth in the Tariff. In addition to the reservation rate set forth above, Shipper shall pay all demand surcharges applicable to Rate Schedule FTS that are set forth in the Tariff, as those surcharges may be amended, added or modified from time to time. During the primary term of service of ten (10) years, Shipper shall not pay Transporter's Capital Cost Recovery Mechanism ("CCRM") charge. Shipper shall pay the maximum commodity rate and commodity surcharges for Rate Schedule FTS set forth in the Tariff. Shipper shall provide the maximum retainage rate for Rate Schedule FTS set forth in the Tariff. In addition to the surcharges, commodity charges and retainage set forth above, Shipper shall also pay all surcharges, in addition to the maximum commodity rate and the maximum retainage rate applicable to MPC's Rate Schedule FT-1, as set forth in MPC's FERC Gas Tariff, as those surcharges and rates may change from time to time, for Shipper's usage of MPC capacity held by Transporter to provide service under the Service Agreement. Shipper shall pay the same demand, commodity, surcharges and applicable retention when using Secondary Points as described for Primary Points above.~~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); and (f) production and/or reserves committed by the Shipper. 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 alter 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 just and reasonable.~~

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~~James Eckert and notices to Shipper shall be addressed to it at 840 Gessner Road, Suite 1400, Houston, TX 77024, Attention: Jeff Hutton, 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.

CABOT OIL & GAS CORPORATION

COLUMBIA GAS TRANSMISSION, LLC

By _____

By _____

Title _____

Title _____

Date _____

Date _____

Appendix A to Service Agreement No. 161137
Under Rate Schedule FTS
between Columbia Gas Transmission, LLC (“Transporter”)
and Cabot Oil & Gas Corporation (“Shipper”)

Transportation Demand

<u>Begin Date</u>	<u>End Date</u>	<u>Transportation Demand Dth/day</u>	<u>Recurrence Interval</u>
	Ten (10) years from the		
Actual In- Service Date	Actual In- Service Date	50,000	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>
See Above	See Above	640168	Stagecoach Receipt	640168	Stagecoach Receipt	50,000		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>
See Above	See Above	LOUDOUN	Loudon LNG	837336	Loudoun LNG	50,000			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.

CABOT OIL & GAS CORPORATION

By _____
Title _____
Date _____

COLUMBIA GAS TRANSMISSION, LLC

By _____
Title _____
Date _____

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
T.W. Phillips Gas And Oil Co.	FSS	50110	4/1/1998	3/31/2014	RP13-571

<u>Customer</u>	<u>Rate Schedule</u>	<u>Contract No.</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Docket No.</u>
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

<u>Customer</u>	<u>Rate Schedule</u>	<u>Contract No.</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Docket No.</u>
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-
SWN Energy Services Company, LLC	FTS	161148	10/01/2015	10/01/2016	RP15-
South Jersey Resources Group, LLC	FTS	161144	10/01/2015	09/30/2030	RP15-
South Jersey Resources Group, LLC	FTS	163148	10/01/2015	10/31/2017	RP15-
Cabot Oil & Gas Corporation	FTS	161137	11/01/2015	10/31/2025	RP15-

TABLE OF CONTENTS

Volume No. 1.1

Section 1.	Table of Contents
Section 2.	Non-Conforming Service Agreements
Section 2.1	UGI – Contract No. 78653
Section 2.2	Pivotal Utility Holdings, Inc. – Contract No. 39275
Section 2.3	Virginia Power Services Energy Corp., Inc – Contract No. 71024
Section 2.4	Reserved for Future Use
Section 2.5	Reserved for Future Use
Section 2.6	Reserved for Future Use
Section 2.7	Chevron Natural Gas, a division of Chevron USA, Inc. – Contract No. 29066
Section 2.8	ISG Acquisition, Inc. – Contract No. 23252
Section 2.9	ChevronTexaco Natural Gas, a division of Chevron U.S.A., Inc. – Contract No. 74620
Section 2.10	Reserved for Future Use
Section 2.11	Reserved for Future Use
Section 2.12	Pivotal Utility Holdings, Inc. dba Elizabethtown Gas – Contract No. 92061
Section 2.13	Columbia Gas of Virginia, Inc. – Contract No. 38999
Section 2.14	Stand Energy Corporation – Contract 74865
Section 2.15	Columbia Gas of Virginia, Inc. – Contract No. 50473
Section 2.16	Columbia Gas of Virginia, Inc. – Contract No. 77309

Section 2.17	International Paper Company – Contract No. 62077
Section 2.18	Virginia Natural Gas – Contract No. 60536
Section 2.19	ISG Acquisition, Inc. – Contract No. 10163
Section 2.20	City of Charlottesville – Contract No. 38029
Section 2.21	Delmarva Power & Light Company – Contract No. 49832
Section 2.22	Delmarva Power & Light Company – Contract No. 49833
Section 2.23	T.W. Phillips Gas And Oil Co. – Contract No. 50109
Section 2.24	T.W. Phillips Gas And Oil Co. – Contract No. 50110
Section 2.25	T.W. Phillips Gas And Oil Co. – Contract No. 50111
Section 2.26	City of Charlottesville – Contract No. 50422
Section 2.27	City of Charlottesville – Contract No. 50423
Section 2.28	City of Charlottesville – Contract No. 50424
Section 2.29	City of Charlottesville – Contract No. 50425
Section 2.30	City of Charlottesville – Contact No. 50426
Section 2.31	City of Charlottesville – Contract No. 50427
Section 2.32	City of Charlottesville – Contract No. 52982
Section 2.33	Reynolds Metals Co. – Contract No. 57520
Section 2.34	City of Charlottesville – Contract No. 6890
Section 2.35	City of Charlottesville – Contract No. 6801
Section 2.36	Texla Energy Management, Inc. – Contract No. 154508
Section 2.37	Pacific Summit Energy, LLC – Contract No. 154513

Section 2.38	Texla Energy Management, Inc. – Contract No. 154518
Section 2.39	Pacific Summit Energy, LLC – Contract No. 157998
Section 3.	Negotiated Rate Service Agreements
Section 3.1	Rock Springs Generation, LLC – Contract No. 18346
Section 3.2	Kinzer Business Realty, LTD – Contract No. 24661
Section 3.3	Chesapeake Energy Marketing, Inc. – Contract No. 25117
Section 3.4	Chesapeake Energy Marketing, Inc. – Contract No. 25633
Section 3.5	Old Dominion Electric Coop, Inc. – Contract No. 26592
Section 3.6	NJR Energy Services Company – Contract No. 30708
Section 3.7	Exelon Generation Company, LLC – Contract No. 162164
Section 3.8	Hayden Harper Energy, WV, LLC – Contract No. 15251
Section 3.9	South Jersey Gas Company – Contract No. 38086
Section 3.10	Northeast Natural Energy, LLC – Contract No. 131579
Section 3.11	Rice Drilling B, LLC – Contract No. 131606
Section 3.12	Berry Energy, Inc. – Contract No. 10232
Section 3.13	Washington Gas Light – Contract No. 6800
Section 3.14	Washington Gas Light – Contract No. 7599
Section 3.14.01	Washington Gas Light Amendment – Contract No. 7599
Section 3.15	Sequent Energy Management, L.P. – Contract No. 144414
Section 3.16	Southwestern Energy Services Company – Contract No. 145882
Section 3.17	Rice Drilling B LLC – Contract No. 151490
Section 3.18	Antero Resources Corporation – Contract No. 157964

Section 3.19	Statoil Natural Gas, LLC – Contract No. 144509
Section 3.20	Rice Drilling B LLC – Contract No. 149727
Section 3.21	Rice Drilling B LLC – Contract No. 149728
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	Reserved for Future Use
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 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

MARKED 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
T.W. Phillips Gas And Oil Co.	FSS	50110	4/1/1998	3/31/2014	RP13-571

<u>Customer</u>	<u>Rate Schedule</u>	<u>Contract No.</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Docket No.</u>
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

<u>Customer</u>	<u>Rate Schedule</u>	<u>Contract No.</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Docket No.</u>
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-
SWN Energy Services Company, LLC	FTS	161148	10/01/2015	10/01/2016	RP15-
<u>South Jersey Resources Group, LLC</u>	<u>FTS</u>	<u>161144</u>	<u>10/01/2015</u>	<u>09/30/2030</u>	<u>RP15-</u>
<u>South Jersey Resources Group, LLC</u>	<u>FTS</u>	<u>163148</u>	<u>10/01/2015</u>	<u>10/31/2017</u>	<u>RP15-</u>
<u>Cabot Oil & Gas Corporation</u>	<u>FTS</u>	<u>161137</u>	<u>11/01/2015</u>	<u>10/31/2025</u>	<u>RP15-</u>

TABLE OF CONTENTS

Volume No. 1.1

Section 1.	Table of Contents
Section 2.	Non-Conforming Service Agreements
Section 2.1	UGI – Contract No. 78653
Section 2.2	Pivotal Utility Holdings, Inc. – Contract No. 39275
Section 2.3	Virginia Power Services Energy Corp., Inc – Contract No. 71024
Section 2.4	Reserved for Future Use
Section 2.5	Reserved for Future Use
Section 2.6	Reserved for Future Use
Section 2.7	Chevron Natural Gas, a division of Chevron USA, Inc. – Contract No. 29066
Section 2.8	ISG Acquisition, Inc. – Contract No. 23252
Section 2.9	ChevronTexaco Natural Gas, a division of Chevron U.S.A., Inc. – Contract No. 74620
Section 2.10	Reserved for Future Use
Section 2.11	Reserved for Future Use
Section 2.12	Pivotal Utility Holdings, Inc. dba Elizabethtown Gas – Contract No. 92061
Section 2.13	Columbia Gas of Virginia, Inc. – Contract No. 38999
Section 2.14	Stand Energy Corporation – Contract 74865
Section 2.15	Columbia Gas of Virginia, Inc. – Contract No. 50473
Section 2.16	Columbia Gas of Virginia, Inc. – Contract No. 77309

Section 2.17	International Paper Company – Contract No. 62077
Section 2.18	Virginia Natural Gas – Contract No. 60536
Section 2.19	ISG Acquisition, Inc. – Contract No. 10163
Section 2.20	City of Charlottesville – Contract No. 38029
Section 2.21	Delmarva Power & Light Company – Contract No. 49832
Section 2.22	Delmarva Power & Light Company – Contract No. 49833
Section 2.23	T.W. Phillips Gas And Oil Co. – Contract No. 50109
Section 2.24	T.W. Phillips Gas And Oil Co. – Contract No. 50110
Section 2.25	T.W. Phillips Gas And Oil Co. – Contract No. 50111
Section 2.26	City of Charlottesville – Contract No. 50422
Section 2.27	City of Charlottesville – Contract No. 50423
Section 2.28	City of Charlottesville – Contract No. 50424
Section 2.29	City of Charlottesville – Contract No. 50425
Section 2.30	City of Charlottesville – Contact No. 50426
Section 2.31	City of Charlottesville – Contract No. 50427
Section 2.32	City of Charlottesville – Contract No. 52982
Section 2.33	Reynolds Metals Co. – Contract No. 57520
Section 2.34	City of Charlottesville – Contract No. 6890
Section 2.35	City of Charlottesville – Contract No. 6801
Section 2.36	Texla Energy Management, Inc. – Contract No. 154508
Section 2.37	Pacific Summit Energy, LLC – Contract No. 154513

Section 2.38	Texla Energy Management, Inc. – Contract No. 154518
Section 2.39	Pacific Summit Energy, LLC – Contract No. 157998
Section 3.	Negotiated Rate Service Agreements
Section 3.1	Rock Springs Generation, LLC – Contract No. 18346
Section 3.2	Kinzer Business Realty, LTD – Contract No. 24661
Section 3.3	Chesapeake Energy Marketing, Inc. – Contract No. 25117
Section 3.4	Chesapeake Energy Marketing, Inc. – Contract No. 25633
Section 3.5	Old Dominion Electric Coop, Inc. – Contract No. 26592
Section 3.6	NJR Energy Services Company – Contract No. 30708
Section 3.7	Exelon Generation Company, LLC – Contract No. 162164
Section 3.8	Hayden Harper Energy, WV, LLC – Contract No. 15251
Section 3.9	South Jersey Gas Company – Contract No. 38086
Section 3.10	Northeast Natural Energy, LLC – Contract No. 131579
Section 3.11	Rice Drilling B, LLC – Contract No. 131606
Section 3.12	Berry Energy, Inc. – Contract No. 10232
Section 3.13	Washington Gas Light – Contract No. 6800
Section 3.14	Washington Gas Light – Contract No. 7599
Section 3.14.01	Washington Gas Light Amendment – Contract No. 7599
Section 3.15	Sequent Energy Management, L.P. – Contract No. 144414
Section 3.16	Southwestern Energy Services Company – Contract No. 145882
Section 3.17	Rice Drilling B LLC – Contract No. 151490
Section 3.18	Antero Resources Corporation – Contract No. 157964

Section 3.19	Statoil Natural Gas, LLC – Contract No. 144509
Section 3.20	Rice Drilling B LLC – Contract No. 149727
Section 3.21	Rice Drilling B LLC – Contract No. 149728
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	Reserved for Future Use
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 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