



June 5, 2025

Ms. Debbie-Anne A. Reese, Secretary  
Federal Energy Regulatory Commission  
888 First Street, NE  
Washington, DC 20426

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

Daniel Humble  
Manager, Tariffs

**tel** (832) 320-5583  
**email** [daniel\\_humble@tcenergy.com](mailto:daniel_humble@tcenergy.com)  
**web** <https://ebb.tceconnects.com>

Re: Columbia Gas Transmission, LLC  
Negotiated Rate Agreement  
Docket No. RP25-\_\_\_\_-000

Dear Ms. Reese:

Pursuant to Section 4 of the Natural Gas Act (“NGA”) and Part 154 of the Federal Energy Regulatory Commission’s (“FERC” or “Commission”) regulations,<sup>1</sup> Columbia Gas Transmission, LLC (“Columbia”) submits for filing and acceptance revised tariff section Part 1 – Table of Contents to be part of its FERC Gas Tariff, Original Volume No. 1.1 (“Tariff No. 1.1”), and one (1) tariff record containing one (1) new Rate Schedule FTS (“FTS”) negotiated rate service agreement (“Agreement” or “Contract No. 319992”), included herein as Appendix A.<sup>2</sup> Columbia respectfully requests that the Commission accept the proposed tariff section and tariff record to become effective June 5, 2025, as further described below.

### **Correspondence**

The names, titles, mailing addresses, and telephone numbers of those persons to whom correspondence and communications concerning this filing should be addressed are as follows:

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<sup>1</sup> 18 C.F.R. Part 154 (2025).

<sup>2</sup> *Electronic Tariff Filings*, 124 FERC ¶ 61,270 (2008) (“Order No. 714”). Order No. 714 at P 42. Order No. 714 states that “Negotiated rate agreements... need not be divided, but can be filed as entire documents.” Columbia has elected to file the Agreement included herein as a whole document, in PDF format.

Sorana Linder  
Vice President, Rates & Regulatory  
Daniel Humble \*  
Manager, Tariffs  
Columbia Gas Transmission, LLC  
700 Louisiana Street, Suite 1300  
Houston, Texas 77002-2700  
Tel. (832) 320-5583  
E-mail: [daniel\\_humble@tcenergy.com](mailto:daniel_humble@tcenergy.com)

Cindy VanCleave  
Director, Regulatory & Operations Law  
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Houston, Texas 77002-2700  
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\* Persons designated for official service pursuant to Rule 2010.

### **Statement of Nature, Reasons and Basis for Filing**

On October 31, 1996, in Docket No. RP96-390-000,<sup>3</sup> the Commission approved Section VII.46 of the General Terms and Conditions of Columbia's FERC Gas Tariff Fourth Revised Volume No. 1 ("Tariff"), which authorized Columbia to enter into negotiated rate agreements with its customers.

Columbia is filing DTE Energy Trading, Inc. ("DTE") Contract No. 319992 as an FTS negotiated rate service agreement because Columbia and DTE have mutually agreed that DTE shall pay a negotiated monthly demand rate of \$3.041667 per dekatherm for transportation service from a primary or secondary receipt point to a primary delivery point for the term of June 5, 2025 through June 30, 2025, plus the daily index-based volumetric rate, unless Columbia and DTE mutually agree to a monthly index-based volumetric rate or alternative volumetric rate in accordance with Columbia's Tariff. A Negotiated Rate Letter Agreement is attached to Contract No. 319992, which reflects the parties' agreed-upon rates and other rate provisions for firm service. Contract No. 319992 is included in Appendix A as tariff record 3.53.

Columbia advises that no undisclosed agreements, etc. are linked to the Agreement, and the Agreement included herein does not add any new provision that is either non-conforming or a material deviation from the applicable Form of Service Agreement in Columbia's Tariff.<sup>4</sup> To conform with Order No. 714, Columbia is submitting the Agreement individually and in its entirety

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<sup>3</sup> *Columbia Gas Transmission Corporation*, 77 FERC ¶ 61,093 (1996), *order on compliance filing*, 78 FERC ¶ 61,263, *reh'g*, 81 FERC ¶ 61,206 (1997).

<sup>4</sup> Specifically, Section VIII.1 – Form of Service Agreement for Service Under: Rate Schedules FTS, NTS, NTS-S, SST, OPT, ITS, GTS, and TPS.

as tariff record 3.53.<sup>5</sup> Additionally, a revised Table of Contents is submitted herein as part of Appendix A to reflect the Agreement.

### **Request for Waiver and Effective Date**

Columbia respectfully requests that the Commission grant all waivers of its regulations, including Section 154.207, necessary to accept the Agreement and Table of Contents, included herein as Appendix A, to become effective June 5, 2025.<sup>6</sup>

### **Other Filings Which May Affect This Proceeding**

There are no other filings before the Commission that may significantly affect the changes proposed herein.

### **Contents of Filing**

In accordance with Section 154.7 of the Commission's regulations, Columbia is submitting the following via its electronic tariff filing:

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

### **Certificate of Service**

As required by Sections 154.7(b) and 154.208 of the Commission's regulations, a copy of this filing is being served upon all of Columbia's existing customers and interested state regulatory agencies. A copy of this letter, together with any attachments, is available during regular business hours for public inspection at Columbia's principal place of business.

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

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<sup>5</sup> Consistent with Commission policy, the Agreement provides the essential elements for negotiated rate transactions, including: (1) the exact legal name of the shipper; (2) the negotiated rate; (3) the applicable rate schedule; (4) the receipt and delivery points; and (5) the contract quantities.

<sup>6</sup> See *Statement of Policy on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines*, 74 FERC ¶ 61,076 at 61, 241-242 (1996) (indicating that the Commission will "readily grant requests to waive the 30-day requirement").

Any questions regarding this filing may be directed to Daniel Humble at (832) 320-5583.

Respectfully submitted,

**Columbia Gas Transmission, LLC**

/s/ Daniel Humble

Daniel Humble  
Manager, Tariffs

Enclosures

# Appendix A

## Clean Tariff

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

**Tariff Section**

**Version**

1 Table of Contents

v.125.0.0

**Tariff Record**

**Version**

3.53 FTS Service Agreement No. 319992-0 – DTE Energy Trading,  
Inc.

v.2.0.0

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Columbia Gas Transmission, LLC  
FERC NGA Gas Tariff  
Baseline Tariffs  
Proposed Effective Date: June 5, 2025  
FTS Service Agreement No. 319992-0 – DTE Energy Trading, Inc.  
Option Code A



## FTS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 4th day of June, 2025, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and DTE ENERGY TRADING, INC. ("Shipper").

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

Section 1. Service to be Rendered. Transporter shall perform and Shipper shall receive service in accordance with the provisions of the effective FTS Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Fourth Revised Volume No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission"), as the same may be amended or superseded in accordance with the rules and regulations of the Commission. The maximum obligation of Transporter to deliver gas hereunder to or for Shipper, the designation of the points of delivery at which Transporter shall deliver or cause gas to be delivered to or for Shipper, and the points of receipt at which Shipper shall deliver or cause gas to be delivered, are specified in Appendix A, as the same may be amended from time to time by agreement between Shipper and Transporter, or in accordance with the rules and regulations of the Commission.

Section 2. Term. Service under this Agreement shall commence as of June 5, 2025, and shall continue in full force and effect until June 30, 2025. 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 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); (f) production and/or reserves committed by the Shipper; and (g) based on a formula including, but not limited to, published index prices for specific receipt and/or delivery points or other agreed-upon pricing points, provided that the resulting rate shall be no lower than the minimum nor higher than the maximum applicable rate set forth in the Tariff. 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 700 Louisiana St., Suite 1300, Houston, Texas 77002-2700, Attention: Customer Services and notices to Shipper shall be

addressed to it at DTE Energy Trading, Inc., One Energy Plaza, 400 WCB, Detroit, MI 48226, Attention: Timothy Laginess, 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.

DTE ENERGY TRADING, INC.

By   
Thomas Neu (Jun 3, 2025 15:51 EDT)  
Title Thomas R. Neu, Vice President  
Date Jun 3, 2025

  
TL

COLUMBIA GAS TRANSMISSION, LLC

By   
Title VP Marketing  
Date 06/04/2025

Revision No. 0

Appendix A to Service Agreement No. 319992  
Under Rate Schedule FTS  
between Columbia Gas Transmission, LLC ("Transporter")  
and DTE Energy Trading, Inc. ("Shipper").

Transportation Demand

<u>Begin Date</u>	<u>End Date</u>	<u>Transportation Demand Dth/day</u>	<u>Recurrence Interval</u>
06/05/2025	06/30/2025	25,000	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>
06/05/2025	06/30/2025	E2	ROCKVILLE-30	834234	ROCKVILLE (75-004080)	25,000		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>
06/05/2025	06/30/2025	P10	TCO POOL	P10	TCO POOL	25,000			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.

DTE ENERGY TRADING, INC.

By   
Thomas Neu (Jun 3, 2025 15:51 EDT)  
Title Thomas R. Neu, Vice President  
Date Jun 3, 2025

COLUMBIA GAS TRANSMISSION, LLC

By   
Title VP Marketing  
Date 06/04/2025

TL  
TL



Columbia Gas Transmission, LLC  
700 Louisiana St., Suite 1300  
Houston, Texas 77002

June 4, 2025

DTE Energy Trading, Inc.  
One Energy Plaza  
400 WCB  
Detroit, MI 48226  
Attention: Timothy Laginess  
Email: timothy.laginess@dteenergy.com

RE: FTS Service Agreement No. 319992  
Negotiated Rate Letter Agreement

Dear Timothy:

This Negotiated Rate Letter Agreement ("NRL") between Columbia Gas Transmission, LLC ("Transporter" or "TCO") and DTE Energy Trading, Inc. ("Shipper"), shall set forth the applicable rates and other rate provisions associated with the transportation service provided by Transporter to Shipper pursuant to the above-referenced Service Agreement. Transporter and Shipper may be referred to individually as a "Party" or collectively as the "Parties".

Shipper and Transporter hereby agree:

1. The "Negotiated Reservation Rates" during the term for the transportation service provided shall be those rates and terms agreed upon as set forth in the ATTACHMENT A attached hereto.
2. In addition to payment of the reservation rate as set forth in Paragraph 1, Shipper must pay all applicable commodity charges, commodity surcharges, overrun charges and retainage charges set forth in Transporter's FERC Gas Tariff as they may change from time to time. These charges are allowed costs that shall be included in the calculation mechanisms highlighted under Items 1-3 shown below.
3. Required Approvals. This NRL, together with the Agreement will be filed with the FERC and shall be subject to FERC's acceptance on terms acceptable to Transporter in its sole discretion. If any terms of this NRL are disallowed by any order, rulemaking, regulation or policy of the FERC, Transporter may terminate this NRL with no further notice to Shipper. If any terms of the Agreement are in any way modified by order, rulemaking, regulation or policy of the FERC, Transporter and Shipper may mutually agree to modify this NRL with the goal of ensuring that the original commercial intent of the parties is preserved. If the parties cannot mutually


agree to modifications hereto, Transporter reserves the right to terminate this NRL with no further notice to Shipper. Transporter will have no liability for any costs incurred by Shipper or related to the service rendered or contemplated to be rendered hereunder.

Accepted and agreed to this 4th day of June 2025.

DTE Energy Trading, Inc.

By:   
Thomas Neu (Jun 4, 2025 14:16 EDT)

Title: Thomas R. Neu  
Vice President

Date: Jun 4, 2025   
TI

Columbia Gas Transmission, LLC

By: 

Title: VP Marketing

Date: 06/04/2025

JR

DH

DR

## ATTACHMENT A

### NEGOTIATED RESERVATION RATES

Primary Receipt Point(s)*	Primary Delivery Point(s)*	Transportation Demand (Dth/day)	Term	Demand Rate	Commodity Rate	Rate Schedule
ROCKVILLE-30 (E2)	TCO Pool (P10)	25,000 Dth/day	June 5, 2025 – June 30, 2025	*/**	Maximum applicable recourse commodity rate as may be amended from time to time	FTS

\* For transportation service from a secondary receipt point to a secondary delivery point or from a primary receipt point to a secondary delivery point, such service shall be subject to the terms and conditions of Transporter's FERC Gas Tariff as amended from time to time, and the Monthly Demand Rate from June 5, 2025 through June 30, 2025 shall be the current maximum reservation rate charges set forth in Transporter's FERC Gas Tariff which are subject to refund in Transporter's general section 4 rate case in Docket No. RP24-1103.

\*\*For transportation service from a primary or secondary receipt point to a primary delivery point, Shipper agrees to pay to Transporter a Monthly Demand Rate of \$3.041667/Dth for the term of June 5, 2025 through June 30, 2025 plus the Daily Index-Based Volumetric Rate set forth in Section 1, unless Transporter and Shipper mutually agree to a Monthly Index-Based Volumetric Rate set forth in Section 2, or an Alternative Volumetric Rate set forth in Section 3.

#### 1. Daily Index-Based Volumetric Rate:

Index-Based Volumetric Rate = Net Daily Spread where:

Shipper agrees to pay Transporter 50% of the value derived from the following spread:

Net Daily Spread = (Columbia Gas, App. minus (Transco, zone 6 non-N.Y.) minus Applicable Retainage minus Applicable Commodity Charges minus Applicable Demand Charges)).

Transco, zone 6 non-N.Y. = The daily Index price for Transco, zone 6 non-N.Y. as published in Platts Final Gas Daily Price Survey Midpoint for the gas day of scheduled transportation.

Columbia Gas, App. = The daily Index price for Columbia Gas, App. as published in Platts Final Gas Daily Price Survey Midpoint for the gas day of scheduled transportation.

If the amount calculated on any given day results in a negative value, the amount due to Transporter on that day shall not be less than \$0.00. If the amount calculated on any given day results in a negative value, and the Shipper elects to ship, the amount due to Shipper on that day shall not be less than \$0.00. The value calculated each day shall be independent from the value calculated for every other day.

## 2. Monthly Index-Based Volumetric Rate:

Transporter and Shipper may alternately mutually agree to a Monthly Index-Based Volumetric Rate for all, or a portion of the quantities scheduled under this Agreement.

Index-Based Volumetric Rate = Net Monthly Spread where:

Shipper agrees to pay Transporter 50% of the value derived from the following spread:

Net Monthly Spread = ((Columbia Gas, Appalachia minus (Transco, zone 6 non-N.Y.) minus Applicable Retainage minus Applicable Commodity Charges minus Applicable Demand Charges)).

Transco, zone 6 non-N.Y. = The Inside FERC first of month price for Transco, zone 6 non-N.Y. as published in Platts Inside FERC's Gas Market Report First of Month.

Columbia Gas, Appalachia = The Inside FERC first of month price for Columbia Gas, Appalachia as published in Platts Inside FERC's Gas Market Report First of Month.

If the amount calculated in any given month results in a negative value, the amount due to Transporter for that month shall not be less than \$0.00. The value calculated each month shall be independent from the value calculated for every other month.

## 3. Alternative Volumetric Rate:

Transporter and Shipper may alternately mutually agree to a positive Alternative Volumetric Rate(s) for all, or a portion of the quantities contracted under this agreement.



# Appendix B

## Marked Tariff

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

<u>Tariff Section</u>		<u>Version</u>
1	Table of Contents	v.125.0.0

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