

November 6, 2020

Ms. Kimberly D. Bose, 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

John A. Roscher Director, Rates & Tariffs

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Re: Columbia Gas Transmission, LLC Negotiated Rate Agreement Amendment Docket No. RP21-____-000

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act ("NGA"), and Part 154 of the Federal Energy Regulatory Commission's ("Commission") regulations,¹ Columbia Gas Transmission, LLC ("Columbia") hereby submits for filing and acceptance one (1) amended Rate Schedule FTS ("FTS") service agreement with negotiated rates and non-conforming provisions, included herein as Appendix A.² Columbia respectfully requests that the Commission accept the amended tariff record to be effective November 6, 2020.

Correspondence

The names, titles and mailing address of the persons to whom correspondence and communications concerning this filing should be directed are as follows:

John A. Roscher Director, Rates & Tariffs * David A. Alonzo Manager, Tariffs Columbia Gas Transmission, LLC 700 Louisiana Street, Suite 700 Houston, Texas 77002-2700 Tel. (832) 320-5477 E-mail: david alonzo@tcenergy.com John P. Ryan Legal Counsel Columbia Gas Transmission, LLC 700 Louisiana Street, Suite 700 Houston, Texas 77002-2700 Tel. (832) 320-5879 E-mail: john_ryan@ tcenergy.com

* Persons designated for official service pursuant to Rule 2010.

¹ 18 C.F.R. Part 154 (2020).

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

Statement of Nature, Basis and Reasons

On October 31, 1996, in Docket No. RP96-390,³ 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 submitting for filing the referenced amended negotiated rate agreement, included as Appendix A. Columbia advises that no undisclosed agreements, etc., are linked to the amended agreement.⁴ Furthermore, the amended agreement submitted in the instant filing does not modify any non-conforming provision previously accepted by the Commission, nor add any new provision that is either non-conforming or a material deviation from the applicable Form of Service Agreement in Columbia's Tariff.⁵

Amended Agreement

Columbia hereby submits the amended agreement, as more fully described below:

Columbia is filing South Jersey Resources Group, LLC ("SJRG") Contract No. 161144 ("Contract No. 161144") as an amended FTS negotiated rate service agreement because Columbia has agreed to allow SJRG to shift primary receipt point volumes from Milford-21 (631922) to Wagoner Line K (640203) effective November 6, 2020, and move such primary receipt point volumes back to Milford-21 (631922) effective April 1, 2021, and has updated Appendix A to Contract No. 161144 to reflect the changes. Contract No. 161144 is included in Appendix A of the instant filing as tariff record 4.21.⁶

To conform with Order No. 714, Columbia is submitting the amended agreement individually and in its entirety as tariff record 4.21. Columbia is requesting that the Commission approve the amended agreement (Appendix A tariff record 4.21), to be effective November 6, 2020.

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

⁴ The amended agreement provides all the information required by Section VII.46 of Columbia's Tariff, 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.

⁵ Specifically, Section VIII.1 – Service Agreement Forms, FTS, NTS, NTS-S, TPS, SST, OPT, ITS and GTS.

⁶ Columbia FTS Contract No. 161144 was originally filed with and accepted by the Commission as a negotiated rate service agreement containing non-conforming provisions. See *Columbia Gas Transmission, LLC*, 153 FERC ¶ 61,008 (2015), and *order on compliance filing, Columbia Gas Transmission, LLC*, Docket No. RP15-1253-001 (February 22, 2016) (unpublished Director's Letter Order). Contract No. 161144 included in the instant filing reflects an updated Section 2. <u>Term</u> which eliminates a previously accepted non-conforming provision. The remaining non-conforming provision in Section 2. <u>Term</u> of Contract No. 161144 remains unchanged from that previously accepted by the Commission.

Effective Date and Request for Waiver

Columbia respectfully requests the Commission accept the amended agreement to be effective November 6, 2020, and respectfully requests waiver of Section 154.207 of the Commission's regulations to allow for this effective date.⁷

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 record (Appendix A); and
- 3. A marked version of the amended agreement (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.⁸

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.

⁷ See Statement of Policy on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Rate Transportation Services of Natural Gas Pipelines, 74 FERC ¶ 61,176 at 61,241-242 (1996) (indicating that the Commission will "readily grant requests to waive the 30-day notice requirement").

⁸ Due to the Covid-19 pandemic, Columbia's principal place of business is closed. When Columbia's office reopens, the letter and attachments will be available during normal business hours at Columbia's office in Houston, Texas.

Any questions regarding this filing may be directed to David A. Alonzo at (832) 320-5477.

Respectfully submitted,

COLUMBIA GAS TRANSMISSION, LLC

TOhe

John A. Roscher Director, Rates & Tariffs

Enclosures

Appendix A

Clean Tariff Records

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

Tariff Records

Version

4.21	Service Agreement No. 161144	– South Jersey Resources Group, LLC	v.1.0.0

Columbia Gas Transmission, LLC FERC NGA Gas Tariff Baseline Tariffs Proposed Effective Date: November 6, 2020 Service Agreement No. 161144 – South Jersey Resources Group, LLC Option Code A

Service Agreement No. 161144 Revision No. 3

FTS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this <u>4th</u> day of November, 2020, 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. <u>Service to be Rendered</u>. 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. <u>Term</u>. Service under this Agreement commenced October 1, 2015, and shall continue in full force and effect until September 30, 2030. 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, subject to any right of first refusal Shipper may have under the Commission's regulations and Transporter's Tariff.

Section 3. <u>Rates</u>. 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. <u>Notices</u>. 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 1 South Jersey Plaza Rt 54, Folsom, NJ 08037, Attention: Jason Foulds, until changed by either party by written notice.

Section 5. <u>Superseded Agreements</u>. This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreement No. 161144 Revision No.1 & 2

Section 6. <u>Credit Annex</u>. 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 an Manager, Wadral Gas Trader Title Date 11/4/2020

GAS TRANSMISSION, LLC COLUN arol Wehlmann By 17F6410035B7436.. Title Manager, USNG Contracts November 5, 2020 Date

Revision No. 3

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

		Transportation	
Begin	End	Demand	Recurrence
Date	Date	Dth/day	Interval
10/1/2015	10/31/2016	40,000	1/1 - 12/31
11/1/2016	10/31/2018	50,000	1/1 - 12/31
11/1/2018	9/30/2030	60,000	1/1 - 12/31

Primary Receipt Points

						Maximum	Minimum Receipt	
Begin	End	Scheduling	Scheduling	Measuring	Measuring	Daily Quantity	Pressure Obligation	Recurrence
Date	Date	Point No.	Point Name	Point No.	Point Name	(Dth/day)	<u>(psig) 1/</u>	Interval
10/1/2015	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	11/5/2020	B18	Milford-21	631922	Milford	60,000		1/1 - 12/31
11/6/2020	3/31/2021	B18	Milford-21	631922	Milford	50,000		1/1 - 12/31
			Wagoner		Wagoner			
11/6/2020	3/31/2021	640203	Line k	640203	line K	10,000		1/1/ - 12/31
4/1/2021	09/30/2030	B18	Milford-21	631922	Milford	60,000		1/1/ - 12/31

Primary Delivery Points

Begin Date	End Date	Scheduling <u>Point No.</u>	Scheduling Point Name	Measuring Point No.	Measuring Point Name	Maximum DailyDesign DailyDelivery ObligationQuantity(Dth/day) 1/(Dth/day) 1/	Minimum Delivery Pressure Obligation (psig) 1/	Recurrence Interval
			West		West			
			Deptford		Deptford			
			Energy		Energy			
10/1/2015	10/31/2016	642577	Station	642577	Station	40,000		1/1 - 12/31
			West		West			
			Deptford		Deptford			
			Energy		Energy			
11/1/2016	10/31/2018	642577	Station	642577	Station	50,000		1/1 - 12/31
			West		West			
			Deptford		Deptford			
			Energy		Energy			
11/1/2018	9/30/2030	642577	Station	642577	Station	60,000		1/1 - 12/31

<u>1</u>/ 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

Contry & Calm Manager, Wateral Gas Trader Title

DocuSigned by: Carol Wenmann Manager, USNG Contracts Title November 5, 2020 Date

Appendix B

Marked Tariff Records

1) South Jersey Resources Group, LLC Rate Schedule FTS Service Agreement (#161144)

Service Agreement No. 161144 Revision No. 3

FTS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of November, 2020, 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. <u>Service to be Rendered</u>. 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. <u>Term</u>. 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 dateService under this Agreement commenced October 1, 2015, and shall continue in full force and effect until September 30, 2030. 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. <u>Rates</u>. 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. <u>Notices</u>. 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 1 South Jersey Plaza Rt 54, Folsom, NJ 08037, Attention: Jason Foulds, until changed by either party by written notice.

Section 5. <u>Superseded Agreements</u>. This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreement No. 161144 Revision No.1 & 2

Section 6. <u>Credit Annex</u>. 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 _____

Revision No. 3

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

		Transportation	
Begin	End	Demand	Recurrence
Date	Date	<u>Dth/day</u>	Interval
Actual In-			
Service			
Date <u>10/1/2015</u>	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		
11/1/2018	Date <u>9/30/2030</u>	60,000	1/1 - 12/31

Primary Receipt Points

	Minimum ReceiptPressure ObligationRecurrence(psig) 1/Interval
Actual In-	
Service	
Date 10/1/201	
<u>5</u> 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	
11/1/2018 Actual In- B18 Milford-21 631922 Milford 60,000	1/1 - 12/31

	Service						
	Date11/5/20						
	<u>20</u>						
11/6/2020	3/31/2021	<u>B18</u>	Milford-21	<u>631922</u>	Milford	<u>50,000</u>	1/1 - 12/31
			<u>Wagoner</u>		<u>Wagoner</u>		
11/6/2020	3/31/2021	640203	Line k	640203	line K	<u>10,000</u>	<u>1/1/ - 12/31</u>
4/1/2021	09/30/2030	<u>B18</u>	Milford-21	<u>631922</u>	Milford	<u>60,000</u>	<u>1/1/ - 12/31</u>

Primary Delivery Points

						Maximum Daily	Design Daily	Minimum Delivery	
Begin		Scheduling	Scheduling	Measuring	Measuring	Delivery Obligation	n Quantity	Pressure Obligation	Recurrence
Date	End Date	Point No.	Point Name	<u>Point No.</u>	Point Name	(<u>Dth/day) 1/</u>	<u>(Dth/day) 1/</u>	<u>(psig) 1/</u>	Interval
Actual In-			West		West				
Service			Deptford		Deptford				
Date <u>10/1/201</u>			Energy		Energy				
<u>5</u>	10/31/2016	642577	Station	642577	Station	40,000			1/1 - 12/31
			West		West				
			Deptford		Deptford				
			Energy		Energy				
11/1/2016	10/31/2018	642577	Station	642577	Station	50,000			1/1 - 12/31
	15 Years								
	From								
	Actual In-		West		West				
	Service		Deptford		Deptford				
	Date <u>9/30/2</u>		Energy		Energy				
11/1/2018	<u>030</u>	642577	Station	642577	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.

<u>Yes X</u> 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 _____