



June 1, 2017

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

**ANR Pipeline Company**  
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Re: ANR Pipeline Company  
Negotiated Rate Agreements  
Docket No. RP17- -

Dear Ms. Bose:

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> ANR Pipeline Company (“ANR”) respectfully submits for filing and acceptance revised section “Part 1 – Table of Contents” to be part of its FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”), and seven (7) negotiated rate agreements ANR has entered into with CNE Gas Supply, LLC (“CNE”). ANR respectfully requests that the Commission accept the Agreements, included herein as Appendix A,<sup>2</sup> to be effective June 1, 2017.

### **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 (2017).

<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.” ANR has elected to file the agreements included herein as whole documents, in PDF format.

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\* Persons designated for official service pursuant to Rule 2010.

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

On May 28, 1999, in Docket No. RP99-301-000,<sup>3</sup> the Commission approved, subject to conditions, proposed Section 6.27 of the General Terms and Conditions of ANR's Tariff, which authorized ANR to enter into negotiated rate agreements with its customers.

In accordance with Section 6.27, paragraph 2, ANR is submitting for filing seven (7) FTS-1 negotiated rate agreements ("Agreements") that ANR has entered into with CNE,<sup>4</sup> wherein CNE shall be subject to the following identical negotiated rate terms stated within each agreement:

The rate components applicable to both the Primary Route and certain secondary receipt and delivery points, as specified in the agreement, shall include a Fixed Monthly Reservation Rate of \$5.366 per dth-month and a Fixed Commodity Rate of \$0.0075 per dth. This rate shall be inclusive of any other fees or surcharges under ANR's Tariff. In addition, CNE shall be charged ACA and Transporter's Use (Fuel) and EPC Charge in accordance with ANR's Tariff.

ANR advises that no undisclosed agreements, etc., are linked to the Agreements.<sup>5</sup> Furthermore, the Agreements do not contain any provision that is either non-conforming or a material deviation

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<sup>3</sup> *ANR Pipeline Company*, 87 FERC ¶ 61,241 (1999).

<sup>4</sup> FTS-1 Contract Nos. 129655 – 129659, 129663, and 129666. All the Agreements are the result of an open season bidding process held for the permanent release of negotiated rate agreements held by Constellation Energy Services, Inc.

<sup>5</sup> ANR has elected to report the Agreements by filing them in accordance with Section 6.27 of the General Terms and Conditions of its Tariff. The Agreements provide all the information required by Section 6.27 of ANR's Tariff, including: (1) the exact legal name of the Shipper; (2) the negotiated rate; (2) the applicable rate schedule; (4) the receipt and delivery points; and (5) the contract quantities.

from the applicable Form of Service Agreement in ANR's Tariff. To conform with Order No. 714, ANR is submitting the Agreements<sup>6</sup> in their entirety in the tariff records, as provided above.

ANR is requesting that the Commission accept the Agreements, submitted herein as tariff records 8.69 – 8.75, to be effective June 1, 2017.

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

ANR respectfully requests that the Commission accept the Agreements to be effective June 1, 2017, and respectfully requests waiver of Section 154.207 of the Commission's regulations to allow for this effective date.<sup>7</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 and Order No. 714, ANR is submitting the following XML filing package, which includes:

1. This transmittal letter;
2. The clean tariff section and tariff records (Appendix A); and
3. The marked tariff section (Appendix B);

### **Certificate of Service**

As required by Sections 154.7(b) and 154.208 of the Commission's regulations, copies of this filing are being served on all of ANR's existing customers and interested state regulatory agencies.

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<sup>6</sup> Order No. 714 at P 13. Order No. 714 states that "...all new...agreements must be filed using the standards. Existing agreements need to be filed electronically only when they are revised."

<sup>7</sup> See *Statement of Policy on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated 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").

A copy of this letter, together with the other attachments, is available during regular business hours for public inspection at ANR's principal place of business.

Pursuant to Section 385.2005 and Section 385.2011(c) (5), 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. The undersigned possesses full power and authority to sign such filing.

Any questions regarding this filing may be directed to Joan Collins at (832) 320-5651.

Respectfully submitted,

ANR PIPELINE COMPANY

A handwritten signature in black ink that reads "John A. Roscher". The signature is written in a cursive style with a long horizontal flourish extending to the right.

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John A. Roscher  
Director, Rates & Regulatory

Enclosures

**Appendix A**  
***ANR Pipeline Company***  
***FERC Gas Tariff, Third Revised Volume No. 1***  
**Clean Tariff**

**Tariff Sections**

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**Version**

v.41.0.0

**Tariff Records**

**Section 8 - Negotiated Rate Agreements**

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8.71	CNE Gas Supply, LLC	FTS-1	#129657	v.0.0.0
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Firm Transportation Service Agreement  
Rate Schedule FTS-1  
CNE Gas Supply, LLC  
(#129655)

Agreement Effective Date: June 1, 2017

Date: May 18, 2017

Contract No.: 129655

### FTS - 1 SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and CNE GAS SUPPLY, LLC (Shipper).

WHEREAS, Shipper has requested Transporter to transport Gas on its behalf and Transporter represents that it is willing to transport Gas under the terms and conditions of this Agreement.

NOW, THEREFORE, Transporter and Shipper agree that the terms below, together with the terms and conditions of Transporter's applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff constitute the Transportation Service to be provided and the rights and obligations of Shipper and Transporter.

1. **AUTHORITY FOR TRANSPORTATION SERVICE:**

Pursuant to Part 284 of the Federal Energy Regulatory Commission's (FERC or Commission) Regulations.

2. **RATE SCHEDULE: Firm Transportation Service (FTS - 1)**

3. **CONTRACT QUANTITIES:**

Primary Routes- see Exhibit attached hereto

Such Contract Quantities shall be reduced for scheduling purposes, but not for billing purposes, by the Contract Quantities that Shipper has released through Transporter's capacity release program for the period of any release.

4. **TERM OF AGREEMENT:**

June 01, 2017 to

October 31, 2019

**Right of First Refusal:**

Contractual (in accordance with Section 6.22 of the General Terms and Conditions of Transporter's Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2)

5. **RATES:**

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter and Shipper have agreed otherwise as provided herein.

It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest changes in rates in whole or in part.

- A. The rate for the Primary Route MDQ ("MDQ") as listed in the attached Primary Route Exhibit during the primary term hereof shall be a Fixed Monthly Reservation Rate of \$5.366 per dth-month and a Fixed Commodity Rate of \$0.0075 per dth. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged ACA and Transporter's Use (Fuel) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.

Secondary Receipts: All ML7 receipt points  
Secondary Deliveries: All ML7 delivery points

- B. Shipper shall have the right to change the Primary Delivery Point in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time and Transporter further agrees that Shipper shall retain the rates set forth in Paragraph 5.A above, provided Shipper is awarded its requested changed Delivery Point in accordance with Transporter's FERC Gas Tariff and Shipper changes its Primary Delivery Point to any Delivery Point within Transporter's ML-7 Zone.

Date: May 18, 2017

Contract No.: 129655

- C. Except as otherwise provided herein, the mutually agreed upon rate for the use of any point not addressed in Sections 5.A or 5.B above, as well as deliveries in excess of the contract MDQ, shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1 service. In addition, Shipper shall be charged ACA, Transporter's Use, EPC and any other fees or surcharges under Transporter's FERC Gas Tariff.

6. **INCORPORATION BY REFERENCE:**

The provisions of Transporter's applicable Rate Schedule and the General Terms and Conditions of Transporter's Tariff are specifically incorporated herein by reference and made a part hereof.

7. **NOTICES:**

All notices can be given by telephone or other electronic means, however, such notice shall be confirmed in writing at the addresses below or through Transporter's Internet website. Shipper or Transporter may change the addresses below by written notice to the other without the necessity of amending this agreement:

**TRANSPORTER:**

ANR Pipeline Company  
700 Louisiana Street, Suite 700  
Houston, Texas 77002-2700  
Attention: Commercial Services

**SHIPPER:**

CNE GAS SUPPLY, LLC  
9960 CORPORATE CAMPUS DR  
SUITE 2000  
LOUISVILLE, KY 40223  
Attention: CORY SINCLAIR

Telephone: 502-214-6434  
FAX: 502-426-8800  
E-mail: cory.sinclair@constellation.com



Date: May 18, 2017

Contract No.: 129655

**INVOICES AND STATEMENTS:**

CNE GAS SUPPLY, LLC  
100 CONSTELLATION WAY,  
SUITE 500C  
BALTIMORE, MD 21202  
Attention: KELSEY MARSH

Telephone: 920-617-6249  
FAX:  
E-mail: CNEGasRVA@constellation.com

**8. FURTHER AGREEMENT:**

None.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized to be effective as of the date stated above.

**SHIPPER: CNE GAS SUPPLY, LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TRANSPORTER: ANR PIPELINE COMPANY**

By: \_\_\_\_\_

Title: Director, Transportation Accounting and Contracts

Date: \_\_\_\_\_

Firm Transportation Service Agreement  
Rate Schedule FTS-1  
CNE Gas Supply, LLC  
(#129656)

Agreement Effective Date: June 1, 2017

Date: May 18, 2017

Contract No.: 129656

### FTS - 1 SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and CNE GAS SUPPLY, LLC (Shipper).

WHEREAS, Shipper has requested Transporter to transport Gas on its behalf and Transporter represents that it is willing to transport Gas under the terms and conditions of this Agreement.

NOW, THEREFORE, Transporter and Shipper agree that the terms below, together with the terms and conditions of Transporter's applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff constitute the Transportation Service to be provided and the rights and obligations of Shipper and Transporter.

1. **AUTHORITY FOR TRANSPORTATION SERVICE:**

Pursuant to Part 284 of the Federal Energy Regulatory Commission's (FERC or Commission) Regulations.

2. **RATE SCHEDULE: Firm Transportation Service (FTS - 1)**

3. **CONTRACT QUANTITIES:**

Primary Routes- see Exhibit attached hereto

Such Contract Quantities shall be reduced for scheduling purposes, but not for billing purposes, by the Contract Quantities that Shipper has released through Transporter's capacity release program for the period of any release.

4. **TERM OF AGREEMENT:**

June 01, 2017 to

October 31, 2019

**Right of First Refusal:**

Contractual (in accordance with Section 6.22 of the General Terms and Conditions of Transporter's Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2)

5. **RATES:**

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter and Shipper have agreed otherwise as provided herein.

It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest changes in rates in whole or in part.

- A. The rate for the Primary Route MDQ ("MDQ") as listed in the attached Primary Route Exhibit during the primary term hereof shall be a Fixed Monthly Reservation Rate of \$5.366 per dth-month and a Fixed Commodity Rate of \$0.0075 per dth. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged ACA and Transporter's Use (Fuel) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.

Secondary Receipts: All ML7 receipt points  
Secondary Deliveries: All ML7 delivery points

- B. Shipper shall have the right to change the Primary Delivery Point in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time and Transporter further agrees that Shipper shall retain the rates set forth in Paragraph 5.A above, provided Shipper is awarded its requested changed Delivery Point in accordance with Transporter's FERC Gas Tariff and Shipper changes its Primary Delivery Point to any Delivery Point within Transporter's ML-7 Zone.

Date: May 18, 2017

Contract No.: 129656

- C. Except as otherwise provided herein, the mutually agreed upon rate for the use of any point not addressed in Sections 8.A or 8.B, as well as deliveries in excess of the contract MDQ, shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1 service. In addition, Shipper shall be charged ACA, Transporter's Use, EPC and any other fees or surcharges under Transporter's FERC Gas Tariff.

6. **INCORPORATION BY REFERENCE:**

The provisions of Transporter's applicable Rate Schedule and the General Terms and Conditions of Transporter's Tariff are specifically incorporated herein by reference and made a part hereof.

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**TRANSPORTER:**

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Houston, Texas 77002-2700  
Attention: Commercial Services

**SHIPPER:**

CNE GAS SUPPLY, LLC  
9960 CORPORATE CAMPUS DR  
SUITE 2000  
LOUISVILLE, KY 40223  
Attention: CORY SINCLAIR

Telephone: 502-214-6434  
FAX: 502-426-8800  
E-mail: cory.sinclair@constellation.com

Date: May 18, 2017

Contract No.: 129656

**INVOICES AND STATEMENTS:**

CNE GAS SUPPLY, LLC  
100 CONSTELLATION WAY,  
SUITE 500C  
BALTIMORE, MD 21202  
Attention: KELSEY MARSH

Telephone: 920-617-6249  
FAX:  
E-mail: CNEGasRVA@constellation.com

**8. FURTHER AGREEMENT:**

None.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized to be effective as of the date stated above.

**SHIPPER: CNE GAS SUPPLY, LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TRANSPORTER: ANR PIPELINE COMPANY**

By: \_\_\_\_\_

Title: Director, Transportation Accounting and Contracts

Date: \_\_\_\_\_

Firm Transportation Service Agreement  
Rate Schedule FTS-1  
CNE Gas Supply, LLC  
(#129657)

Agreement Effective Date: June 1, 2017

Date: May 18, 2017

Contract No.: 129657

### FTS - 1 SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and CNE GAS SUPPLY, LLC (Shipper).

WHEREAS, Shipper has requested Transporter to transport Gas on its behalf and Transporter represents that it is willing to transport Gas under the terms and conditions of this Agreement.

NOW, THEREFORE, Transporter and Shipper agree that the terms below, together with the terms and conditions of Transporter's applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff constitute the Transportation Service to be provided and the rights and obligations of Shipper and Transporter.

1. **AUTHORITY FOR TRANSPORTATION SERVICE:**

Pursuant to Part 284 of the Federal Energy Regulatory Commission's (FERC or Commission) Regulations.

2. **RATE SCHEDULE: Firm Transportation Service (FTS - 1)**

3. **CONTRACT QUANTITIES:**

Primary Routes- see Exhibit attached hereto

Such Contract Quantities shall be reduced for scheduling purposes, but not for billing purposes, by the Contract Quantities that Shipper has released through Transporter's capacity release program for the period of any release.

4. **TERM OF AGREEMENT:**

June 01, 2017 to

October 31, 2019

**Right of First Refusal:**

Contractual (in accordance with Section 6.22 of the General Terms and Conditions of Transporter's Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2)



5. **RATES:**

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter and Shipper have agreed otherwise as provided herein.

It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest changes in rates in whole or in part.

- A. The rate for the Primary Route MDQ ("MDQ") as listed in the attached Primary Route Exhibit during the primary term hereof shall be a Fixed Monthly Reservation Rate of \$5.366 per dth-month and a Fixed Commodity Rate of \$0.0075 per dth. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged ACA and Transporter's Use (Fuel) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.

Secondary Receipts: All ML7 receipt points  
Secondary Deliveries: All ML7 delivery points

- B. Shipper shall have the right to change the Primary Delivery Point in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time and Transporter further agrees that Shipper shall retain the rates set forth in Paragraph 5.A above, provided Shipper is awarded its requested changed Delivery Point in accordance with Transporter's FERC Gas Tariff and Shipper changes its Primary Delivery Point to any Delivery Point within Transporter's ML-7 Zone.
- C. Except as otherwise provided herein, the mutually agreed upon rate for the use of any point not addressed in Sections 5.A or 5.B above, as well as deliveries in excess of the contract MDQ, shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1 service. In addition, Shipper

Date: May 18, 2017

Contract No.: 129657

shall be charged ACA, Transporter's Use, EPC and any other fees or surcharges under Transporter's FERC Gas Tariff.

6. **INCORPORATION BY REFERENCE:**

The provisions of Transporter's applicable Rate Schedule and the General Terms and Conditions of Transporter's Tariff are specifically incorporated herein by reference and made a part hereof.

7. **NOTICES:**

All notices can be given by telephone or other electronic means, however, such notice shall be confirmed in writing at the addresses below or through Transporter's Internet website. Shipper or Transporter may change the addresses below by written notice to the other without the necessity of amending this agreement:

**TRANSPORTER:**

ANR Pipeline Company  
700 Louisiana Street, Suite 700  
Houston, Texas 77002-2700  
Attention: Commercial Services

**SHIPPER:**

CNE GAS SUPPLY, LLC  
9960 CORPORATE CAMPUS DR  
SUITE 2000  
LOUISVILLE, KY 40223  
Attention: CORY SINCLAIR

Telephone: 502-214-6434  
FAX: 502-426-8800  
E-mail: cory.sinclair@constellation.com

**INVOICES AND STATEMENTS:**

CNE GAS SUPPLY, LLC  
100 CONSTELLATION WAY,  
SUITE 500C

Date: May 18, 2017

Contract No.: 129657

BALTIMORE, MD 21202  
Attention: KELSEY MARSH

Telephone: 920-617-6249  
FAX:  
E-mail: CNEGasRVA@constellation.com

8. **FURTHER AGREEMENT:**

None.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized to be effective as of the date stated above.

**SHIPPER: CNE GAS SUPPLY, LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TRANSPORTER: ANR PIPELINE COMPANY**

By: \_\_\_\_\_

Title: Director, Transportation Accounting and Contracts

Date: \_\_\_\_\_

Firm Transportation Service Agreement  
Rate Schedule FTS-1  
CNE Gas Supply, LLC  
(#129658)

Agreement Effective Date: June 1, 2017

Date: May 18, 2017

Contract No.: 129658

### FTS - 1 SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and CNE GAS SUPPLY, LLC (Shipper).

WHEREAS, Shipper has requested Transporter to transport Gas on its behalf and Transporter represents that it is willing to transport Gas under the terms and conditions of this Agreement.

NOW, THEREFORE, Transporter and Shipper agree that the terms below, together with the terms and conditions of Transporter's applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff constitute the Transportation Service to be provided and the rights and obligations of Shipper and Transporter.

1. **AUTHORITY FOR TRANSPORTATION SERVICE:**

Pursuant to Part 284 of the Federal Energy Regulatory Commission's (FERC or Commission) Regulations.

2. **RATE SCHEDULE: Firm Transportation Service (FTS - 1)**

3. **CONTRACT QUANTITIES:**

Primary Routes- see Exhibit attached hereto

Such Contract Quantities shall be reduced for scheduling purposes, but not for billing purposes, by the Contract Quantities that Shipper has released through Transporter's capacity release program for the period of any release.

4. **TERM OF AGREEMENT:**

June 01, 2017 to

October 31, 2019

**Right of First Refusal:**

Contractual (in accordance with Section 6.22 of the General Terms and Conditions of Transporter's Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2)

5. **RATES:**

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter and Shipper have agreed otherwise as provided herein.

It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest changes in rates in whole or in part.

- A. The rate for the Primary Route MDQ ("MDQ") as listed in the attached Primary Route Exhibit during the primary term hereof shall be a Fixed Monthly Reservation Rate of \$5.366 per dth-month and a Fixed Commodity Rate of \$0.0075 per dth. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged ACA and Transporter's Use (Fuel) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.

Secondary Receipts: All ML7 receipt points

Secondary Deliveries: All ML7 delivery points

- B. Shipper shall have the right to change the Primary Delivery Point in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time and Transporter further agrees that Shipper shall retain the rates set forth in Paragraph 5.A above, provided Shipper is awarded its requested changed Delivery Point in accordance with Transporter's FERC Gas Tariff and Shipper changes its Primary Delivery Point to any Delivery Point within Transporter's ML-7 Zone.

Date: May 18, 2017

Contract No.: 129658

- C. Except as otherwise provided herein, the mutually agreed upon rate for the use of any point not addressed in Sections 5.A or 5.B, above, as well as deliveries in excess of the contract MDQ, shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1 service. In addition, Shipper shall be charged ACA, Transporter's Use, EPC and any other fees or surcharges under Transporter's FERC Gas Tariff.

6. **INCORPORATION BY REFERENCE:**

The provisions of Transporter's applicable Rate Schedule and the General Terms and Conditions of Transporter's Tariff are specifically incorporated herein by reference and made a part hereof.

7. **NOTICES:**

All notices can be given by telephone or other electronic means, however, such notice shall be confirmed in writing at the addresses below or through Transporter's Internet website. Shipper or Transporter may change the addresses below by written notice to the other without the necessity of amending this agreement:

**TRANSPORTER:**

ANR Pipeline Company  
700 Louisiana Street, Suite 700  
Houston, Texas 77002-2700  
Attention: Commercial Services

**SHIPPER:**

CNE GAS SUPPLY, LLC  
9960 CORPORATE CAMPUS DR  
SUITE 2000  
LOUISVILLE, KY 40223  
Attention: CORY SINCLAIR

Telephone: 502-214-6434  
FAX: 502-426-8800  
E-mail: cory.sinclair@constellation.com

Date: May 18, 2017

Contract No.: 129658

**INVOICES AND STATEMENTS:**

CNE GAS SUPPLY, LLC  
100 CONSTELLATION WAY,  
SUITE 500C  
BALTIMORE, MD 21202  
Attention: KELSEY MARSH

Telephone: 920-617-6249  
FAX:  
E-mail: CNEGasRVA@constellation.com

**8. FURTHER AGREEMENT:**

None.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized to be effective as of the date stated above.

**SHIPPER: CNE GAS SUPPLY, LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TRANSPORTER: ANR PIPELINE COMPANY**

By: \_\_\_\_\_

Title: Director, Transportation Accounting and Contracts

Date: \_\_\_\_\_



Firm Transportation Service Agreement  
Rate Schedule FTS-1  
CNE Gas Supply, LLC  
(#129659)

Agreement Effective Date: June 1, 2017

**Date:** May 18, 2017

**Contract No.:** 129659

**FTS - 1 SERVICE AGREEMENT**

**This AGREEMENT** is entered into by ANR Pipeline Company (Transporter) and CNE GAS SUPPLY, LLC (Shipper).

**WHEREAS**, Shipper has requested Transporter to transport Gas on its behalf and Transporter represents that it is willing to transport Gas under the terms and conditions of this Agreement.

**NOW, THEREFORE**, Transporter and Shipper agree that the terms below, together with the terms and conditions of Transporter's applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff constitute the Transportation Service to be provided and the rights and obligations of Shipper and Transporter.

**1. AUTHORITY FOR TRANSPORTATION SERVICE:**

Pursuant to Part 284 of the Federal Energy Regulatory Commission's (FERC or Commission) Regulations.

**2. RATE SCHEDULE: Firm Transportation Service (FTS - 1)**

**3. CONTRACT QUANTITIES:**

Primary Routes- see Exhibit attached hereto

Such Contract Quantities shall be reduced for scheduling purposes, but not for billing purposes, by the Contract Quantities that Shipper has released through Transporter's capacity release program for the period of any release.

**4. TERM OF AGREEMENT:**

June 01, 2017 to

October 31, 2019

**Right of First Refusal:**

Contractual (in accordance with Section 6.22 of the General Terms and Conditions of Transporter's Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2)

5. RATES:

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter and Shipper have agreed otherwise as provided herein.

It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest changes in rates in whole or in part.

- A. The rate for the Primary Route MDQ ("MDQ") as listed in the attached Primary Route Exhibit during the primary term hereof shall be a Fixed Monthly Reservation Rate of \$5.366 per dth-month and a Fixed Commodity Rate of \$0.0075 per dth. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged ACA and Transporter's Use (Fuel) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.

Secondary Receipts: All ML7 receipt points  
Secondary Deliveries: All ML7 delivery points

- B. Shipper shall have the right to change the Primary Delivery Point in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time and Transporter further agrees that Shipper shall retain the rates set forth in Paragraph 5.A above, provided Shipper is awarded its requested changed Delivery Point in accordance with Transporter's FERC Gas Tariff and Shipper changes its Primary Delivery Point to any Delivery Point within Transporter's ML-7 Zone.
- C. Except as otherwise provided herein, the mutually agreed upon rate for the use of any point not addressed in Sections 5.A or 5.B, above, as well as deliveries in excess of the contract MDQ, shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1 service. In addition, Shipper

Date: May 18, 2017

Contract No.: 129659

shall be charged ACA, Transporter's Use, EPC and any other fees or surcharges under Transporter's FERC Gas Tariff.

6. **INCORPORATION BY REFERENCE:**

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Telephone: 502-214-6434  
FAX: 502-426-8800  
E-mail: cory.sinclair@constellation.com

Date: May 18, 2017

Contract No.: 129659

**INVOICES AND STATEMENTS:**

CNE GAS SUPPLY, LLC  
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SUITE 500C  
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Attention: KELSEY MARSH

Telephone: 920-617-6249  
FAX:  
E-mail: CNEGasRVA@constellation.com

**8. FURTHER AGREEMENT:**

None.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized to be effective as of the date stated above.

**SHIPPER: CNE GAS SUPPLY, LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TRANSPORTER: ANR PIPELINE COMPANY**

By: \_\_\_\_\_

Title: Director, Transportation Accounting and Contracts

Date: \_\_\_\_\_

Firm Transportation Service Agreement  
Rate Schedule FTS-1  
CNE Gas Supply, LLC  
(#129663)

Agreement Effective Date: June 1, 2017

Date: May 18, 2017

Contract No.: 129663

**FTS - 1 SERVICE AGREEMENT**

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**1. AUTHORITY FOR TRANSPORTATION SERVICE:**

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**2. RATE SCHEDULE: Firm Transportation Service (FTS - 1)**

**3. CONTRACT QUANTITIES:**

Primary Routes- see Exhibit attached hereto

Such Contract Quantities shall be reduced for scheduling purposes, but not for billing purposes, by the Contract Quantities that Shipper has released through Transporter's capacity release program for the period of any release.

**4. TERM OF AGREEMENT:**

June 01, 2017 to

October 31, 2019

**Right of First Refusal:**

Contractual (in accordance with Section 6.22 of the General Terms and Conditions of Transporter's Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2)

5. **RATES:**

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter and Shipper have agreed otherwise as provided herein.

It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest changes in rates in whole or in part.

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Secondary Receipts: All ML7 receipt points  
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Date: May 18, 2017

Contract No.: 129663

shall be charged ACA, Transporter's Use, EPC and any other fees or surcharges under Transporter's FERC Gas Tariff.

6. **INCORPORATION BY REFERENCE:**

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CNE GAS SUPPLY, LLC  
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SUITE 2000  
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Attention: CORY SINCLAIR

Telephone: 502-214-6434  
FAX: 502-426-8800  
E-mail: cory.sinclair@constellation.com

Date: May 18, 2017

Contract No.: 129663

**INVOICES AND STATEMENTS:**

CNE GAS SUPPLY, LLC  
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SUITE 500C  
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Attention: KELSEY MARSH

Telephone: 920-617-6249  
FAX:  
E-mail: CNEGasRVA@constellation.com

**8. FURTHER AGREEMENT:**

None.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized to be effective as of the date stated above.

**SHIPPER: CNE GAS SUPPLY, LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TRANSPORTER: ANR PIPELINE COMPANY**

By: \_\_\_\_\_

Title: Director, Transportation Accounting and Contracts

Date: \_\_\_\_\_

Firm Transportation Service Agreement  
Rate Schedule FTS-1  
CNE Gas Supply, LLC  
(#129666)

Agreement Effective Date: June 1, 2017

Date: May 18, 2017

Contract No.: 129666

### FTS - 1 SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and CNE GAS SUPPLY, LLC (Shipper).

WHEREAS, Shipper has requested Transporter to transport Gas on its behalf and Transporter represents that it is willing to transport Gas under the terms and conditions of this Agreement.

NOW, THEREFORE, Transporter and Shipper agree that the terms below, together with the terms and conditions of Transporter's applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff constitute the Transportation Service to be provided and the rights and obligations of Shipper and Transporter.

1. **AUTHORITY FOR TRANSPORTATION SERVICE:**

Pursuant to Part 284 of the Federal Energy Regulatory Commission's (FERC or Commission) Regulations.

2. **RATE SCHEDULE: Firm Transportation Service (FTS - 1)**

3. **CONTRACT QUANTITIES:**

Primary Routes- see Exhibit attached hereto

Such Contract Quantities shall be reduced for scheduling purposes, but not for billing purposes, by the Contract Quantities that Shipper has released through Transporter's capacity release program for the period of any release.

4. **TERM OF AGREEMENT:**

June 01, 2017 to

October 31, 2019

**Right of First Refusal:**

Contractual (in accordance with Section 6.22 of the General Terms and Conditions of Transporter's Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2)

Date: May 18, 2017

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5. RATES:

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter and Shipper have agreed otherwise as provided herein.

It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest changes in rates in whole or in part.

- A. The rate for the Primary Route MDQ ("MDQ") as listed in the attached Primary Route Exhibit during the primary term hereof shall be a Fixed Monthly Reservation Rate of \$5.366 per dth-month and a Fixed Commodity Rate of \$0.0075 per dth. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged ACA and Transporter's Use (Fuel) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.

Secondary Receipts: All ML7 receipt points  
Secondary Deliveries: All ML7 delivery points

- B. Shipper shall have the right to change the Primary Delivery Point in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time and Transporter further agrees that Shipper shall retain the rates set forth in Paragraph 5.A above, provided Shipper is awarded its requested changed Delivery Point in accordance with Transporter's FERC Gas Tariff and Shipper changes its Primary Delivery Point to any Delivery Point within Transporter's ML-7 Zone.
- C. Except as otherwise provided herein, the mutually agreed upon rate for the use of any point not addressed in Sections 5.A or 5.B, above, as well as deliveries in excess of the contract MDQ, shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1 service. In addition, Shipper

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shall be charged ACA, Transporter's Use, EPC and any other fees or surcharges under Transporter's FERC Gas Tariff.

**6. INCORPORATION BY REFERENCE:**

The provisions of Transporter's applicable Rate Schedule and the General Terms and Conditions of Transporter's Tariff are specifically incorporated herein by reference and made a part hereof.

**7. NOTICES:**

All notices can be given by telephone or other electronic means, however, such notice shall be confirmed in writing at the addresses below or through Transporter's Internet website. Shipper or Transporter may change the addresses below by written notice to the other without the necessity of amending this agreement:

**TRANSPORTER:**

ANR Pipeline Company  
700 Louisiana Street, Suite 700  
Houston, Texas 77002-2700  
Attention: Commercial Services

**SHIPPER:**

CNE GAS SUPPLY, LLC  
9960 CORPORATE CAMPUS DR  
SUITE 2000  
LOUISVILLE, KY 40223  
Attention: CORY SINCLAIR

Telephone: 502-214-6434  
FAX: 502-426-8800  
E-mail: [cory.sinclair@constellation.com](mailto:cory.sinclair@constellation.com)

Date: May 18, 2017

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**INVOICES AND STATEMENTS:**

CNE GAS SUPPLY, LLC  
100 CONSTELLATION WAY,  
SUITE 500C  
BALTIMORE, MD 21202  
Attention: KELSEY MARSH

Telephone: 920-617-6249  
FAX:  
E-mail: CNEGasRVA@constellation.com

**8. FURTHER AGREEMENT:**

None.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized to be effective as of the date stated above.

**SHIPPER: CNE GAS SUPPLY, LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TRANSPORTER: ANR PIPELINE COMPANY**

By: \_\_\_\_\_

Title: Director, Transportation Accounting and Contracts

Date: \_\_\_\_\_

**Appendix B**  
***ANR Pipeline Company***  
***FERC Gas Tariff, Third Revised Volume No. 1***  
**Marked Tariff**

**Tariff Sections**

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**Version**

v.41.0.0



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