



Algonquin Gas Transmission, LLC

5400 Westheimer Court
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January 31, 2019

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

Re: *Algonquin Gas Transmission, LLC*, Docket No. RP19-____-000

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act¹ and Section 154.204 of the regulations of the Federal Energy Regulatory Commission (“Commission”) promulgated thereunder,² Algonquin Gas Transmission, LLC (“Algonquin”) hereby submits for filing as part of its FERC Gas Tariff, Statements of Negotiated Rates (“Statements of Negotiated Rates”), the tariff records listed in Appendix A to be effective on February 1, 2019.

STATEMENT OF NATURE, REASONS AND BASIS

Algonquin is making this filing pursuant to Section 46 of the General Terms and Conditions of its FERC Gas Tariff, Sixth Revised Volume No. 1, in order to reflect negotiated rate transactions that it has entered into with UGI Energy Services, LLC (“UGI Energy”) for firm transportation service under Algonquin’s Rate Schedules AFT-1 and AFT-CL. Each tariff record identifies and describes the applicable negotiated rate transaction, including the exact legal name of the shipper, the negotiated rates, the rate schedule, the contract term, and the contract quantities. UGI Energy acquired the capacity as a result of releases of capacity for the period from February 1, 2019, through and including October 31, 2019. The capacity under UGI Energy’s contracts were acquired under various service agreements to which the negotiated rate agreements are set forth in the Statements of Negotiated Rates. Algonquin has entered into negotiated rate agreements with UGI Energy to reflect the releasing customers’ negotiated usage and fuel rates that were passed through to UGI Energy pursuant to the terms of the applicable negotiated rate agreement with the releasing customers.

PROPOSED EFFECTIVE DATE

Algonquin proposes that the tariff records filed herein become effective on February 1, 2019. Algonquin respectfully requests a waiver of the notice requirement contained in Section 154.207 of the Commission’s regulations, 18 C.F.R. § 154.207, and any other waivers that may be required for the Commission to accept the tariff records filed herein to become effective as proposed.

¹ 15 U.S.C. § 717c (2012).

² 18 C.F.R. § 154.204 (2018).

IMPLEMENTATION

Pursuant to Section 154.7(a)(9) of the Commission's regulations, 18 C.F.R. § 154.7(a)(9), Algonquin files this motion to place the revised tariff records filed herein into effect at the expiration of any suspension period set by the Commission, provided that the tariff changes are approved as filed and without condition. In the event the tariff records filed herewith are not approved as filed and without condition, Algonquin reserves the right to file a motion at a later date to place such tariff records into effect.

COMPLIANCE WITH REGULATIONS

In compliance with Section 154.4(c) of the Commission's regulations, 18 C.F.R. § 154.4(c), all contents of this filing are being submitted as part of an XML filing package in conformance with the Secretary of the Commission's instructions.

In compliance with Section 154.201(a) of the Commission's regulations, 18 C.F.R. § 154.201(a), a marked version of the proposed tariff records showing additions to and deletions from the superseded tariff records is attached.

Copies of this filing are being posted in accordance with Section 154.207 of the Commission's regulations, 18 C.F.R. § 154.207. In accordance with Section 154.208 of the Commission's regulations, 18 C.F.R. § 154.208, copies of this filing are being served electronically on Algonquin's customers and interested state commissions. A paper copy of this filing may only be served if a customer or state commission has been granted a waiver of electronic service pursuant to Part 390 of the Commission's regulations, 18 C.F.R. Pt. 390.

CORRESPONDENCE AND COMMUNICATION

All correspondence and communications regarding this filing should be addressed to the following:

* Janice K. Devers, Director, Tariffs
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and

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* Parties to be designated on the Commission's Official Service List.

Please contact the undersigned at (713) 627-6170 with any questions regarding this filing.

Respectfully submitted,

/s/ Janice K. Devers

Janice K. Devers, Director
Tariffs

Enclosures

ALGONQUIN GAS TRANSMISSION, LLC
STATEMENTS OF NEGOTIATED RATES

APPENDIX A

<u>Version</u>	<u>Section (Description & Title)</u>
3.0.0	4.1 UGI Energy - contract 798648
3.0.0	5.1 UGI Energy - contract 798649
2.0.0	12.5 UGI Energy - contract 798642
0.0.0	19.9 UGI Energy - contract 798640
0.0.0	26.10 UGI Energy - contract 798639
2.0.0	27.2 UGI Energy - contract 798654
2.0.0	31.7 UGI Energy - contract 798646

STATEMENT OF NEGOTIATED RATES 1/

Customer Name: UGI ENERGY SERVICES, LLC

Service Agreement: 798648

Term of Negotiated Rate: The term of this negotiated rate ("Negotiated Rate Term") commences on 02/01/2019, and continues until and including 10/31/2019.

Rate Schedule: AFT-CL (Canal Lateral)

MDTQ: 205 dth/d

Reservation Rate: Customer shall pay a reservation rate, as determined pursuant to the capacity release processes set forth in Section 14 of the General Terms and Conditions of the Algonquin Tariff, per Dth, per day ("Reservation Rate") of Customer's MDTQ under the Service Agreement specified above during the Negotiated Rate Term.

Usage Rate: The usage rate to be paid by customer under the Service Agreement specified above during the Negotiated Rate Term shall be zero. Customer shall also pay the applicable Annual Charge Adjustment ("ACA"), other applicable surcharges, and Fuel Reimbursement Quantity ("FRQ") charges for service under the Service Agreement specified above.

Primary Receipt Point: M&R 80004, Interconnect AGT G SYS & Canal Lateral in Bourne, MA

Primary Delivery Point: M&R 80806, G-24 Mainline Head of Lateral, Sandwich, MA

Recourse Rate(s): The Recourse Rate(s) are the maximum rate(s) stated on Algonquin's currently effective Statement of Rates for Rate Schedule AFT-CL for the Algonquin Canal Lateral.

FOOTNOTES:

- 1/ This negotiated rate transaction does not deviate in any material respect from the form of service agreement set forth in Algonquin's FERC Gas Tariff. This negotiated rate shall apply only to service under the Service Agreement specified above, up to Customer's specified MDTQ, using the receipt and delivery points designate herein.

STATEMENT OF NEGOTIATED RATES 1/

Customer Name: UGI ENERGY SERVICES, LLC

Service Agreement: 798649

Term of Negotiated Rate: The term of this negotiated rate ("Negotiated Rate Term") commences on 02/01/2019, and continues until and including 10/31/2019.

Rate Schedule: AFT-CL (Cape Cod Lateral)

MDTQ: 205 dth/d

Reservation Rate: Customer shall pay a reservation rate, as determined pursuant to the capacity release processes set forth in Section 14 of the General Terms and Conditions of the Algonquin Tariff, per Dth, per day ("Reservation Rate") of Customer's MDTQ under the Service Agreement specified above during the Negotiated Rate Term.

Usage Rate: The usage rate to be paid by customer under the Service Agreement specified above during the Negotiated Rate Term shall be zero. Customer shall also pay the applicable Annual Charge Adjustment ("ACA"), other applicable surcharges, and Fuel Reimbursement Quantity ("FRQ") charges for service under the Service Agreement specified above.

Primary Receipt Point: M&R 80060, G-24 Lateral, Head of Lateral, Sandwich, MA

Primary Delivery Point: M&R 00829, Cape Cod Expansion - Sandwich MS, Sandwich, MA

Recourse Rate(s): The Recourse Rate(s) are the maximum rate(s) stated on Algonquin's currently effective Statement of Rates for Rate Schedule AFT-CL for the Algonquin Cape Cod Project.

FOOTNOTES:

- 1/ This negotiated rate transaction does not deviate in any material respect from the form of service agreement set forth in Algonquin's FERC Gas Tariff. This negotiated rate shall apply only to service under the Service Agreement specified above, up to Customer's specified MDTQ, using the receipt and delivery points designate herein.

STATEMENT OF NEGOTIATED RATES 1/

Customer Name: UGI ENERGY SERVICES, LLC

Service Agreement: 798642

Term of Negotiated Rate: The term of this negotiated rate ("Negotiated Rate Term") commences on 02/01/2019 and extends through 10/31/2019.

Rate Schedule: AFT-1

MDTQ: 186 Dth/d

Reservation Rate: Customer shall pay a reservation rate, as determined pursuant to the capacity release processes set forth in Section 14 of the General Terms and Conditions of the Algonquin Tariff, per Dth, per day ("Reservation Rate") of Customer's MDTQ under the Service Agreement specified above during the Negotiated Rate Term.

Usage Rate: The usage rate to be paid by Customer under the Service Agreement specified during the Negotiated Rate Term shall be zero. Customer shall also pay the applicable Annual Charge Adjustment ("ACA"), other applicable surcharges, and Fuel Reimbursement Quantity charges for service under the Service Agreement specified above.

Primary Receipt Point: 00215 - SALEM ESSEX CO., MA (ESSEX,MA)

Primary Delivery Point: 00823 - BAY STATE GAS - SHARON STA.-(NORFOLK,MA)

Recourse Rate(s): The Recourse Rate(s) applicable to this service are the maximum AFT-1 (F-1/WS-1) reservation rate, as reflected on the Statement of Rates for Rate Schedule AFT-1, Pages 1 and 3, as applicable, plus the maximum HubLine reservation rate surcharge, as reflected on the Statement of Rates for Rate Schedule AFT-1, Page 2, and the maximum AFT-1 (F-1/WS-1) usage rate, as reflected on the Statement of Rates for Rate Schedule AFT-1, Pages 1 and 3, as applicable, in effect from time to time, and other applicable charges as set forth in Algonquin's FERC Gas Tariff.

Footnotes:

- 1/ This negotiated rate transaction does not deviate in any material respect from the form of service agreement set forth in Algonquin's FERC Gas Tariff.

STATEMENT OF NEGOTIATED RATES 1/2/3/

Customer Name: UGI ENERGY SERVICES, LLC

Service Agreement: 798640

Term of Negotiated Rate: The term of this negotiated rate ("Negotiated Rate Term") commences on 02/01/2019, and continues until and including 10/31/2019.

Rate Schedule: AFT-CL (West Roxbury Lateral)

MDTQ: 989 Dth/d

Reservation Rate: Customer shall pay a reservation rate, as determined pursuant to the capacity release processes set forth in Section 14 of the General Terms and Conditions of the Algonquin Tariff, per Dth, per day ("Reservation Rate") of Customer's MDTQ under the Service Agreement specified above during the Negotiated Rate Term.

Commodity Charge and Other Charges: 3/

Primary Receipt Point: 80104 - WEST ROXBURY LATERAL

Primary Delivery Point: 00838 - NATIONAL GRID - WEST ROXBURY

Recourse Rate(s): The Recourse Rate(s) applicable to this service is the applicable maximum rate(s) stated on Pipeline's Statement of Rates for Rate Schedule AFT-CL (West Roxbury Lateral) at the applicable time.

FOOTNOTES:

- 1/ This negotiated rate transaction does not deviate in any material respect from the form of service agreement set forth in Pipeline's FERC Gas Tariff.
- 2/ This Negotiated Rate shall apply only to transportation service under the Service Agreement specified above, up to Customer's specified MDTQ, using the Primary Receipt Point and Primary Delivery Point designated herein.
- 3/ Customer shall pay: (i) a commodity charge which shall be zero for the quantity of gas, in Dekatherms, delivered during the applicable Day under Pipeline's Rate Schedule AFT-CL for the West Roxbury Lateral; (ii) any applicable Fuel Reimbursement Quantity ("FRQ") under Pipeline's Rate Schedule AFT-CL for the West Roxbury Lateral; (iii) the applicable Annual Charge Adjustment and all other charges and surcharges applicable to Rate Schedule AFT-CL for the West Roxbury Lateral; and (iv) any future surcharge or

additional usage charge pursuant to any FERC-approved cost recovery mechanism of general applicability implemented in a generic proceeding or in a Pipeline specific proceeding, which mechanism recovers cost components not reflected in Pipeline's initial recourse rate(s) applicable to service under Pipeline's Rate Schedule AFT-CL for the West Roxbury Lateral.

STATEMENT OF NEGOTIATED RATES 1/2/3/

Customer Name: UGI ENERGY SERVICES, LLC

Service Agreement: 798639

Term of Negotiated Rate: The term of this negotiated rate ("Negotiated Rate Term") commences on 02/01/2019, and continues until and including 10/31/2019.

Rate Schedule: AFT-1 (AIM Project)

MDTQ: 742 Dth/d

Reservation Rate: Customer shall pay a reservation rate, as determined pursuant to the capacity release processes set forth in Section 14 of the General Terms and Conditions of the Algonquin Tariff, per Dth, per day ("Reservation Rate") of Customer's MDTQ under the Service Agreement specified above during the Negotiated Rate Term.

Commodity Charge and Other Charges: 3/

Primary Receipt Point:
00214 - RAMAPO - MILLENNIUM (ROCKLAND,NY) - MDRO 742

Primary Delivery Point(s):
00052 - NATIONAL GRID-PONKAPOAG (NORFOLK,MA) - MDDO 445; 80105 - WEST ROXBURY LATERAL (MAINLINE) - MDDO 297

Recourse Rate(s): The Recourse Rate(s) applicable to this service is the applicable maximum rate(s) stated on Pipeline's Statement of Rates for Rate Schedule AFT-1 (AIM Project) at the applicable time.

FOOTNOTES:

1/ This negotiated rate transaction does not deviate in any material respect from the form of service agreement set forth in Pipeline's FERC Gas Tariff.

2/ This Negotiated Rate shall apply only to transportation service under the Service Agreement specified above, up to Customer's specified MDTQ, using the Primary Receipt Point and Primary Delivery Points designated herein, and any secondary receipt and delivery points available under Rate Schedule AFT-1.

3/ Customer shall pay: (i) a commodity charge which shall be zero for the quantity of gas, in Dekatherms, delivered during the applicable Day under Pipeline's Rate Schedule AFT-1 for the Project; (ii) the applicable Fuel Reimbursement Quantity ("FRQ") under Pipeline's Rate

Schedule AFT-1 for the Project; (iii) the applicable Annual Charge Adjustment and all other charges and surcharges applicable to Rate Schedule AFT-1 for the Project; and (iv) any future surcharge or additional usage charge pursuant to any FERC-approved cost recovery mechanism of general applicability implemented in a generic proceeding or in a Pipeline specific proceeding, which mechanism recovers cost components not reflected in Pipeline's initial recourse rate(s) applicable to service under Pipeline's Rate Schedule AFT-1 for the Project.

STATEMENT OF NEGOTIATED RATES 1/2/3/

Customer Name: UGI ENERGY SERVICES, LLC

Service Agreement: 798654

Term of Negotiated Rate: The term of this negotiated rate ("Negotiated Rate Term") commences on 02/01/2019, and continues until and including 10/31/2019.

Rate Schedule: AFT-1 (AIM Project)

MDTQ: 135 Dth/d

Reservation Rate: Customer shall pay a reservation rate, as determined pursuant to the capacity release processes set forth in Section 14 of the General Terms and Conditions of the Algonquin Tariff, per Dth, per day ("Reservation Rate") of Customer's MDTQ under the Service Agreement specified above during the Negotiated Rate Term.

Commodity Charge and Other Charges: 3/

Primary Receipt Point:
00214 - RAMAPO - MILLENNIUM (ROCKLAND,NY) - MDRO 135

Primary Delivery Point(s):
00051 - NATIONAL GRID-SAGAMORE (BARNSTABLE,MA) - MDDO 135

Recourse Rate(s): The Recourse Rate(s) applicable to this service is the applicable maximum rate(s) stated on Pipeline's Statement of Rates for Rate Schedule AFT-1 (AIM Project) at the applicable time.

FOOTNOTES:

1/ This negotiated rate transaction does not deviate in any material respect from the form of service agreement set forth in Pipeline's FERC Gas Tariff.

2/ This Negotiated Rate shall apply only to transportation service under the Service Agreement specified above, up to Customer's specified MDTQ, using the Primary Receipt Point and Primary Delivery Points designated herein, and any secondary receipt and delivery points available under Rate Schedule AFT-1.

3/ Customer shall pay: (i) a commodity charge which shall be zero for the quantity of gas, in Dekatherms, delivered during the applicable Day under Pipeline's Rate Schedule AFT-1 for the Project; (ii) the applicable Fuel Reimbursement Quantity ("FRQ") under Pipeline's Rate Schedule AFT-1 for the Project; (iii) the applicable Annual Charge Adjustment and all other

charges and surcharges applicable to Rate Schedule AFT-1 for the Project; and (iv) any future surcharge or additional usage charge pursuant to any FERC-approved cost recovery mechanism of general applicability implemented in a generic proceeding or in a Pipeline specific proceeding, which mechanism recovers cost components not reflected in Pipeline's initial recourse rate(s) applicable to service under Pipeline's Rate Schedule AFT-1 for the Project.

STATEMENT OF NEGOTIATED RATES 1/2/3/

Customer Name: UGI ENERGY SERVICES, LLC

Service Agreement: 798646

Term of Negotiated Rate: The term of this negotiated rate ("Negotiated Rate Term") commences on 02/01/2019, and continues until and including 10/31/2019.

Rate Schedule: AFT-1 (AIM Project)

MDTQ: 279 Dth/d

Reservation Rate: Customer shall pay a reservation rate, as determined pursuant to the capacity release processes set forth in Section 14 of the General Terms and Conditions of the Algonquin Tariff, per Dth, per day ("Reservation Rate") of Customer's MDTQ under the Service Agreement specified above during the Negotiated Rate Term.

Commodity Charge and Other Charges: 3/

Primary Receipt Point:
00214 - RAMAPO - MILLENNIUM (ROCKLAND,NY) - MDRO 279

Primary Delivery Point(s):
00024 - BROCKTON (PLYMOUTH,MA) - MDDO 261; 00823 - BAY STATE GAS - SHARON STA.-(NORFOLK,MA) - MDDO 18

Recourse Rate(s): The Recourse Rate(s) applicable to this service is the applicable maximum rate(s) stated on Pipeline's Statement of Rates for Rate Schedule AFT-1 (AIM Project) at the applicable time.

FOOTNOTES:

1/ This negotiated rate transaction does not deviate in any material respect from the form of service agreement set forth in Pipeline's FERC Gas Tariff.

2/ This Negotiated Rate shall apply only to transportation service under the Service Agreement specified above, up to Customer's specified MDTQ, using the Primary Receipt Point and Primary Delivery Points designated herein, and any secondary receipt and delivery points available under Rate Schedule AFT-1.

3/ Customer shall pay: (i) a commodity charge which shall be zero for the quantity of gas, in Dekatherms, delivered during the applicable Day under Pipeline's Rate Schedule AFT-1 for the Project; (ii) the applicable Fuel Reimbursement Quantity ("FRQ") under Pipeline's Rate

Schedule AFT-1 for the Project; (iii) the applicable Annual Charge Adjustment and all other charges and surcharges applicable to Rate Schedule AFT-1 for the Project; and (iv) any future surcharge or additional usage charge pursuant to any FERC-approved cost recovery mechanism of general applicability implemented in a generic proceeding or in a Pipeline specific proceeding, which mechanism recovers cost components not reflected in Pipeline's initial recourse rate(s) applicable to service under Pipeline's Rate Schedule AFT-1 for the Project.

~~RESERVED FOR FUTURE USE~~ STATEMENT OF NEGOTIATED RATES 1/

Customer Name: UGI ENERGY SERVICES, LLC

Service Agreement: 798648

Term of Negotiated Rate: The term of this negotiated rate ("Negotiated Rate Term") commences on 02/01/2019, and continues until and including 10/31/2019.

Rate Schedule: AFT-CL (Canal Lateral)

MDTQ: 205 dth/d

Reservation Rate: Customer shall pay a reservation rate, as determined pursuant to the capacity release processes set forth in Section 14 of the General Terms and Conditions of the Algonquin Tariff, per Dth, per day ("Reservation Rate") of Customer's MDTQ under the Service Agreement specified above during the Negotiated Rate Term.

Usage Rate: The usage rate to be paid by customer under the Service Agreement specified above during the Negotiated Rate Term shall be zero. Customer shall also pay the applicable Annual Charge Adjustment ("ACA"), other applicable surcharges, and Fuel Reimbursement Quantity ("FRQ") charges for service under the Service Agreement specified above.

Primary Receipt Point: M&R 80004, Interconnect AGT G SYS & Canal Lateral in Bourne, MA

Primary Delivery Point: M&R 80806, G-24 Mainline Head of Lateral, Sandwich, MA

Recourse Rate(s): The Recourse Rate(s) are the maximum rate(s) stated on Algonquin's currently effective Statement of Rates for Rate Schedule AFT-CL for the Algonquin Canal Lateral.

FOOTNOTES:

1/ This negotiated rate transaction does not deviate in any material respect from the form of service agreement set forth in Algonquin's FERC Gas Tariff. This negotiated rate shall apply only to service under the Service Agreement specified above, up to Customer's specified MDTQ, using the receipt and delivery points designate herein.

~~RESERVED FOR FUTURE USE~~ STATEMENT OF NEGOTIATED RATES 1/

Customer Name: UGI ENERGY SERVICES, LLC

Service Agreement: 798649

Term of Negotiated Rate: The term of this negotiated rate ("Negotiated Rate Term") commences on 02/01/2019, and continues until and including 10/31/2019.

Rate Schedule: AFT-CL (Cape Cod Lateral)

MDTQ: 205 dth/d

Reservation Rate: Customer shall pay a reservation rate, as determined pursuant to the capacity release processes set forth in Section 14 of the General Terms and Conditions of the Algonquin Tariff, per Dth, per day ("Reservation Rate") of Customer's MDTQ under the Service Agreement specified above during the Negotiated Rate Term.

Usage Rate: The usage rate to be paid by customer under the Service Agreement specified above during the Negotiated Rate Term shall be zero. Customer shall also pay the applicable Annual Charge Adjustment ("ACA"), other applicable surcharges, and Fuel Reimbursement Quantity ("FRQ") charges for service under the Service Agreement specified above.

Primary Receipt Point: M&R 80060, G-24 Lateral, Head of Lateral, Sandwich, MA

Primary Delivery Point: M&R 00829, Cape Cod Expansion - Sandwich MS, Sandwich, MA

Recourse Rate(s): The Recourse Rate(s) are the maximum rate(s) stated on Algonquin's currently effective Statement of Rates for Rate Schedule AFT-CL for the Algonquin Cape Cod Project.

FOOTNOTES:

1/ This negotiated rate transaction does not deviate in any material respect from the form of service agreement set forth in Algonquin's FERC Gas Tariff. This negotiated rate shall apply only to service under the Service Agreement specified above, up to Customer's specified MDTQ, using the receipt and delivery points designate herein.

RESERVED FOR FUTURE USE STATEMENT OF NEGOTIATED RATES 1/

Customer Name: UGI ENERGY SERVICES, LLC

Service Agreement: 798642

Term of Negotiated Rate: The term of this negotiated rate ("Negotiated Rate Term") commences on 02/01/2019 and extends through 10/31/2019.

Rate Schedule: AFT-1

MDTQ: 186 Dth/d

Reservation Rate: Customer shall pay a reservation rate, as determined pursuant to the capacity release processes set forth in Section 14 of the General Terms and Conditions of the Algonquin Tariff, per Dth, per day ("Reservation Rate") of Customer's MDTQ under the Service Agreement specified above during the Negotiated Rate Term.

Usage Rate: The usage rate to be paid by Customer under the Service Agreement specified during the Negotiated Rate Term shall be zero. Customer shall also pay the applicable Annual Charge Adjustment ("ACA"), other applicable surcharges, and Fuel Reimbursement Quantity charges for service under the Service Agreement specified above.

Primary Receipt Point: 00215 - SALEM ESSEX CO., MA (ESSEX,MA)

Primary Delivery Point: 00823 - BAY STATE GAS - SHARON STA.-(NORFOLK,MA)

Recourse Rate(s): The Recourse Rate(s) applicable to this service are the maximum AFT-1 (F-1/WS-1) reservation rate, as reflected on the Statement of Rates for Rate Schedule AFT-1, Pages 1 and 3, as applicable, plus the maximum HubLine reservation rate surcharge, as reflected on the Statement of Rates for Rate Schedule AFT-1, Page 2, and the maximum AFT-1 (F-1/WS-1) usage rate, as reflected on the Statement of Rates for Rate Schedule AFT-1, Pages 1 and 3, as applicable, in effect from time to time, and other applicable charges as set forth in Algonquin's FERC Gas Tariff.

Footnotes:

1/ This negotiated rate transaction does not deviate in any material respect from the form of service agreement set forth in Algonquin's FERC Gas Tariff.

STATEMENT OF NEGOTIATED RATES 1/2/3/

Customer Name: UGI ENERGY SERVICES, LLC

Service Agreement: 798640

Term of Negotiated Rate: The term of this negotiated rate ("Negotiated Rate Term") commences on 02/01/2019, and continues until and including 10/31/2019.

Rate Schedule: AFT-CL (West Roxbury Lateral)

MDTQ: 989 Dth/d

Reservation Rate: Customer shall pay a reservation rate, as determined pursuant to the capacity release processes set forth in Section 14 of the General Terms and Conditions of the Algonquin Tariff, per Dth, per day ("Reservation Rate") of Customer's MDTQ under the Service Agreement specified above during the Negotiated Rate Term.

Commodity Charge and Other Charges: 3/

Primary Receipt Point: 80104 - WEST ROXBURY LATERAL

Primary Delivery Point: 00838 - NATIONAL GRID - WEST ROXBURY

Recourse Rate(s): The Recourse Rate(s) applicable to this service is the applicable maximum rate(s) stated on Pipeline's Statement of Rates for Rate Schedule AFT-CL (West Roxbury Lateral) at the applicable time.

FOOTNOTES:

- 1/ This negotiated rate transaction does not deviate in any material respect from the form of service agreement set forth in Pipeline's FERC Gas Tariff.
- 2/ This Negotiated Rate shall apply only to transportation service under the Service Agreement specified above, up to Customer's specified MDTQ, using the Primary Receipt Point and Primary Delivery Point designated herein.
- 3/ Customer shall pay: (i) a commodity charge which shall be zero for the quantity of gas, in Dekatherms, delivered during the applicable Day under Pipeline's Rate Schedule AFT-CL for the West Roxbury Lateral; (ii) any applicable Fuel Reimbursement Quantity ("FRQ") under Pipeline's Rate Schedule AFT-CL for the West Roxbury Lateral; (iii) the applicable Annual Charge Adjustment and all other charges and surcharges applicable to Rate Schedule AFT-CL for the West Roxbury Lateral; and (iv) any future surcharge or

additional usage charge pursuant to any FERC-approved cost recovery mechanism of general applicability implemented in a generic proceeding or in a Pipeline specific proceeding, which mechanism recovers cost components not reflected in Pipeline's initial recourse rate(s) applicable to service under Pipeline's Rate Schedule AFT-CL for the West Roxbury Lateral.

STATEMENT OF NEGOTIATED RATES 1/2/3/

Customer Name: UGI ENERGY SERVICES, LLC

Service Agreement: 798639

Term of Negotiated Rate: The term of this negotiated rate ("Negotiated Rate Term") commences on 02/01/2019, and continues until and including 10/31/2019.

Rate Schedule: AFT-1 (AIM Project)

MDTQ: 742 Dth/d

Reservation Rate: Customer shall pay a reservation rate, as determined pursuant to the capacity release processes set forth in Section 14 of the General Terms and Conditions of the Algonquin Tariff, per Dth, per day ("Reservation Rate") of Customer's MDTQ under the Service Agreement specified above during the Negotiated Rate Term.

Commodity Charge and Other Charges: 3/

Primary Receipt Point: _____
00214 - RAMAPO - MILLENNIUM (ROCKLAND,NY) - MDRO 742

Primary Delivery Point(s): _____
00052 - NATIONAL GRID-PONKAPOAG (NORFOLK,MA) - MDDO 445; 80105 - WEST ROXBURY LATERAL (MAINLINE) - MDDO 297

Recourse Rate(s): The Recourse Rate(s) applicable to this service is the applicable maximum rate(s) stated on Pipeline's Statement of Rates for Rate Schedule AFT-1 (AIM Project) at the applicable time.

FOOTNOTES:

1/ This negotiated rate transaction does not deviate in any material respect from the form of service agreement set forth in Pipeline's FERC Gas Tariff.

2/ This Negotiated Rate shall apply only to transportation service under the Service Agreement specified above, up to Customer's specified MDTQ, using the Primary Receipt Point and Primary Delivery Points designated herein, and any secondary receipt and delivery points available under Rate Schedule AFT-1.

3/ Customer shall pay: (i) a commodity charge which shall be zero for the quantity of gas, in Dekatherms, delivered during the applicable Day under Pipeline's Rate Schedule AFT-1 for the Project; (ii) the applicable Fuel Reimbursement Quantity ("FRQ") under Pipeline's Rate

Schedule AFT-1 for the Project; (iii) the applicable Annual Charge Adjustment and all other charges and surcharges applicable to Rate Schedule AFT-1 for the Project; and (iv) any future surcharge or additional usage charge pursuant to any FERC-approved cost recovery mechanism of general applicability implemented in a generic proceeding or in a Pipeline specific proceeding, which mechanism recovers cost components not reflected in Pipeline's initial recourse rate(s) applicable to service under Pipeline's Rate Schedule AFT-1 for the Project.

RESERVED FOR FUTURE USE STATEMENT OF NEGOTIATED RATES
1/2/3/

Customer Name: UGI ENERGY SERVICES, LLC

Service Agreement: 798654

Term of Negotiated Rate: The term of this negotiated rate ("Negotiated Rate Term") commences on 02/01/2019, and continues until and including 10/31/2019.

Rate Schedule: AFT-1 (AIM Project)

MDTQ: 135 Dth/d

Reservation Rate: Customer shall pay a reservation rate, as determined pursuant to the capacity release processes set forth in Section 14 of the General Terms and Conditions of the Algonquin Tariff, per Dth, per day ("Reservation Rate") of Customer's MDTQ under the Service Agreement specified above during the Negotiated Rate Term.

Commodity Charge and Other Charges: 3/

Primary Receipt Point: _____
00214 - RAMAPO - MILLENNIUM (ROCKLAND,NY) - MDRO 135

Primary Delivery Point(s): _____
00051 - NATIONAL GRID-SAGAMORE (BARNSTABLE,MA) - MDDO 135

Recourse Rate(s): The Recourse Rate(s) applicable to this service is the applicable maximum rate(s) stated on Pipeline's Statement of Rates for Rate Schedule AFT-1 (AIM Project) at the applicable time.

FOOTNOTES:

1/ This negotiated rate transaction does not deviate in any material respect from the form of service agreement set forth in Pipeline's FERC Gas Tariff.

2/ This Negotiated Rate shall apply only to transportation service under the Service Agreement specified above, up to Customer's specified MDTQ, using the Primary Receipt Point and Primary Delivery Points designated herein, and any secondary receipt and delivery points available under Rate Schedule AFT-1.

3/ Customer shall pay: (i) a commodity charge which shall be zero for the quantity of gas, in Dekatherms, delivered during the applicable Day under Pipeline's Rate Schedule AFT-1 for the Project; (ii) the applicable Fuel Reimbursement Quantity ("FRQ") under Pipeline's Rate

Schedule AFT-1 for the Project; (iii) the applicable Annual Charge Adjustment and all other charges and surcharges applicable to Rate Schedule AFT-1 for the Project; and (iv) any future surcharge or additional usage charge pursuant to any FERC-approved cost recovery mechanism of general applicability implemented in a generic proceeding or in a Pipeline specific proceeding, which mechanism recovers cost components not reflected in Pipeline's initial recourse rate(s) applicable to service under Pipeline's Rate Schedule AFT-1 for the Project.

~~Reserved for Future Use~~ STATEMENT OF NEGOTIATED RATES 1/2/3/

Customer Name: UGI ENERGY SERVICES, LLC

Service Agreement: 798646

Term of Negotiated Rate: The term of this negotiated rate ("Negotiated Rate Term") commences on 02/01/2019, and continues until and including 10/31/2019.

Rate Schedule: AFT-1 (AIM Project)

MDTQ: 279 Dth/d

Reservation Rate: Customer shall pay a reservation rate, as determined pursuant to the capacity release processes set forth in Section 14 of the General Terms and Conditions of the Algonquin Tariff, per Dth, per day ("Reservation Rate") of Customer's MDTQ under the Service Agreement specified above during the Negotiated Rate Term.

Commodity Charge and Other Charges: 3/

Primary Receipt Point: _____
00214 - RAMAPO - MILLENNIUM (ROCKLAND,NY) - MDRO 279

Primary Delivery Point(s): _____
00024 - BROCKTON (PLYMOUTH,MA) - MDDO 261; 00823 - BAY STATE GAS - SHARON STA.-(NORFOLK,MA) - MDDO 18

Recourse Rate(s): The Recourse Rate(s) applicable to this service is the applicable maximum rate(s) stated on Pipeline's Statement of Rates for Rate Schedule AFT-1 (AIM Project) at the applicable time.

FOOTNOTES:

1/ This negotiated rate transaction does not deviate in any material respect from the form of service agreement set forth in Pipeline's FERC Gas Tariff.

2/ This Negotiated Rate shall apply only to transportation service under the Service Agreement specified above, up to Customer's specified MDTQ, using the Primary Receipt Point and Primary Delivery Points designated herein, and any secondary receipt and delivery points available under Rate Schedule AFT-1.

3/ Customer shall pay: (i) a commodity charge which shall be zero for the quantity of gas, in Dekatherms, delivered during the applicable Day under Pipeline's Rate Schedule AFT-1 for the Project; (ii) the applicable Fuel Reimbursement Quantity ("FRQ") under Pipeline's Rate

Schedule AFT-1 for the Project; (iii) the applicable Annual Charge Adjustment and all other charges and surcharges applicable to Rate Schedule AFT-1 for the Project; and (iv) any future surcharge or additional usage charge pursuant to any FERC-approved cost recovery mechanism of general applicability implemented in a generic proceeding or in a Pipeline specific proceeding, which mechanism recovers cost components not reflected in Pipeline's initial recourse rate(s) applicable to service under Pipeline's Rate Schedule AFT-1 for the Project.

CERTIFICATE OF SERVICE

I hereby certify that I have electronically served the foregoing document upon customers of Algonquin Gas Transmission, LLC and interested state commissions that have requested electronic service.

Dated at Houston, Texas this 31st day of January, 2019.

/s/ Nancy Leatherland

Nancy Leatherland
On behalf of
Algonquin Gas Transmission, LLC