



East Tennessee Natural Gas, LLC

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Houston, Texas 77056

713.627.5400 main

Mailing Address:

P.O. Box 1642
Houston, TX 77251-1642

July 6, 2020

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

Re: East Tennessee Natural Gas, LLC, Docket No. RP20-____-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 East Tennessee Natural Gas, LLC ("East Tennessee") 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 August 6, 2020.

STATEMENT OF NATURE, REASONS AND BASIS

East Tennessee is making this filing to reflect the expiration of several negotiated rate agreements. EnerVest Energy Institutional Fund XIV, L.P. ("EnerVest") acquired capacity under its contract numbers 410566 and 410564 under East Tennessee's Rate Schedules FT-A (Patriot) and FT-L, respectively, to which the negotiated rate agreements set forth in version 1.0.0 of Section 10 and version 1.0.0 of Section 15 of the Statements of Negotiated Rates apply. The negotiated rate agreements pursuant to EnerVest's contracts 410566 and 410564 expired on June 30, 2020. Sections 10 and 15 of the Statements of Negotiated Rates are being revised to reflect the expiration of the negotiated rate agreements and are being reserved for future use.

Infinite Energy Inc ("Infinite") acquired capacity under its contract number 661914 under East Tennessee's Rate Schedule FT-A (Wacker), to which the negotiated rate agreement set forth in version 5.0.0 of Section 21.1 of the Statements of Negotiated Rates applies. Infinite's contract number 661914 expired on May 31, 2019. Section 21.1 of the Statements of Negotiated Rates tariff volume is being revised to reflect the expiration of the contract and is being reserved for future use.

PROPOSED EFFECTIVE DATE

East Tennessee proposes an effective date of August 6, 2020, for the tariff records filed herein. East Tennessee respectfully requests any waivers that may be required for the Commission to accept the tariff records filed herein to become effective as requested.

¹ 15 U.S.C. § 717c (2018).

² 18 C.F.R. § 154.204 (2020).

IMPLEMENTATION

Pursuant to Section 154.7(a)(9) of the Commission's regulations, 18 C.F.R. § 154.7(a)(9), East Tennessee 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 herein are not approved as filed and without condition, East Tennessee 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 East Tennessee'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
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and

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

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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 and Commercial Development

Enclosures

APPENDIX A

East Tennessee Natural Gas, LLC

Statements of Negotiated Rates

<u>Version</u>	<u>Section (Description & Title)</u>
2.0.0	10. Reserved for Future Use
2.0.0	15. Reserved for Future Use
6.0.0	21.1 Reserved for Future Use

Reserved for Future Use

Reserved for Future Use

Reserved for Future Use

STATEMENT OF NEGOTIATED RATES

~~Customer Name: EnerVest Energy Institutional Fund XIV, L.P.
Contract Number: 410566 1/
Rate Schedule: FT A (Patriot)
Demand Rate: 2/ 3/ 4/
Commodity Rate: 2/ 3/ 4/
Term of Negotiated Rate: March 1, 2016, through June 30, 2020
Quantity: 50,000Dth/day.
Receipt Point(s): Mainline Jewell Ridge M&R 50092 35,500 Dth/day
————— Dickenson County Receiving M&R 59315 10,000 Dth/day
————— Nora Lateral — Mainline M&R 50021 4,500 Dth/day
Delivery Point(s): Transeo — Cascade Creek M&R 59204 50,000Dth/day~~

- ~~1/ The designated service agreement does not materially deviate from the form of Service Agreement contained in Transporter's Tariff.~~
- ~~2/ The negotiated rate shall be a Monthly Demand Rate of \$9.1250 per Dth. There is no commodity charge for the service described herein. In addition to these rates, Shipper shall pay all applicable charges and mandatory surcharges (such as FERC Annual Charge Adjustment) and fuel and lost and unaccounted for gas as set forth in Transporter's Tariff as revised from time to time pursuant to Transporter's Tariff. Shipper shall not be charged for any voluntary surcharges such as GRI Rate Adjustment.~~
- ~~3/ In consideration of the rates set forth above, the applicable rates for service under the Service Agreement during the Primary Term shall remain as stated above. Therefore, pursuant to Section 4.5 of the FT A Rate Schedule of Transporter's FERC Gas Tariff, the rates set forth above shall constitute Negotiated Rates. The Negotiated Rates shall replace the otherwise generally applicable maximum recourse rate, rate component, charge or credit in Transporter's FERC Gas Tariff ("Tariff Rates"), and the Tariff Rates shall not apply to or be available to Shipper for service under the Service Agreement during the Primary Term (to the extent that such Tariff Rates are inconsistent with the rates set forth above), notwithstanding any adjustments to such generally applicable maximum recourse rate, rate component, charge or credit which may become effective during the Primary Term.~~
- ~~4/ If, at any time after service commences under the Service Agreement, Transporter is collecting its effective maximum recourse rates from other Shippers subject to refund under Section 4 of the Natural Gas Act, Transporter shall have no refund obligation to customer even if the final maximum rate is reduced to a level below the Negotiated Rates provided herein. Customer's right to receive credits relating to Transporter's penalty revenue or other similar revenue, if any, applicable to transportation service on Transporter's system shall be governed by Transporter's FERC Gas Tariff and any applicable FERC orders and/or regulations. In the event customer releases its firm transportation rights under the Service~~

~~Agreement, Shipper shall continue to be obligated to pay Transporter for the difference, if any, by which the Negotiated Rate herein exceeds the release rate.~~

Reserved for Future Use

STATEMENT OF NEGOTIATED RATES

~~Customer Name: EnerVest Energy Institutional Fund XIV, L.P.
Contract Number: 410564 1/
Rate Schedule: FT L
Demand Rate: 2/ 3/ 4/
Commodity Rate: 2/ 3/ 4/
Term of Negotiated Rate: March 1, 2016, through June 30, 2020
Quantity: 40,862 Dth/day
Receipt Point(s): Blue Ridge Head of Lateral M&R 50096 40,862 Dth/day.
Delivery Point(s): Jewell Ridge M&R 50091 40,862 Dth/day.~~

- ~~1/ The designated service agreement does not deviate in any material respect from the form of Service Agreement contained in Transporter's Tariff.~~
- ~~2/ The negotiated rate shall be a Monthly Demand Rate of \$4.1063 per Dth. There is no commodity charge for the service described herein. In addition to these rates, Shipper shall pay all applicable charges and mandatory surcharges (such as FERC Annual Charge Adjustment) and fuel and lost and unaccounted for gas as set forth in Transporter's Tariff as revised from time to time pursuant to Transporter's Tariff. Shipper shall not be charged for any voluntary surcharges such as GRI Rate Adjustment.~~
- ~~3/ In consideration of the rates set forth above, the applicable rates for service under the Service Agreement during the Primary Term shall remain as stated above. Therefore, pursuant to the FT L Rate Schedule of Transporter's FERC Gas Tariff, the rates set forth above shall constitute Negotiated Rates. The Negotiated Rates shall replace the otherwise generally applicable maximum recourse rate, rate component, charge or credit in Transporter's FERC Gas Tariff ("Tariff Rates"), and the Tariff Rates shall not apply to or be available to Shipper for service under the Service Agreement during the Primary Term (to the extent that such Tariff Rates are inconsistent with the rates set forth above), notwithstanding any adjustments to such generally applicable maximum recourse rate, rate component, charge or credit which may become effective during the Primary Term.~~
- ~~4/ If, at any time after service commences under the Service Agreement, Transporter is collecting its effective maximum recourse rates from other Shippers subject to refund under Section 4 of the Natural Gas Act, Transporter shall have no refund obligation to customer even if the final maximum rate is reduced to a level below the Negotiated Rates provided herein. Customer's right to receive credits relating to Transporter's penalty revenue or other similar revenue, if any, applicable to transportation service on Transporter's system shall be governed by Transporter's FERC Gas Tariff and any applicable FERC orders and/or regulations. In the event customer releases its firm transportation rights under the Service Agreement, Shipper shall continue to be obligated to pay Transporter for the difference, if any, by which the Negotiated Rate herein exceeds the release rate.~~

Reserved for Future Use

~~STATEMENT OF NEGOTIATED RATES~~

~~Shipper Name: Infinite Energy Inc~~

~~Contract Number: 661914-1/~~

~~Rate Schedule: FT-A (Wacker)~~

~~Demand Rate: 2/ 3/ 4/ 5/~~

~~Commodity Rate: \$0.00 2/ 3/ 4/~~

~~Term of Negotiated Rate: 05/01/2019 — 05/31/2019~~

~~Quantity: 5,700 Dth/d~~

~~Receipt Point(s): 5,700 Dth/d at Texas Eastern Mt. Pleasant, Meter No. 59329~~

~~Delivery Point(s): 5,700 Dth/d at Wacker Polysilicon, Meter No. 59233~~

- ~~1/ The designated service agreement does not deviate in any material respect from the form of Service Agreement contained in Transporter's Tariff.~~
- ~~2/ The Monthly Demand Rate shall be as determined pursuant to the capacity release processes set forth in Section 17 of the General Terms and Conditions of Transporter's Tariff, per Dth. There is no commodity charge for the service described herein. In addition to these rates, Shipper shall pay all applicable charges and mandatory surcharges (such as FERC Annual Charge Adjustment) and fuel and lost and unaccounted for gas as set forth in Transporter's Tariff as revised from time to time pursuant to Transporter's Tariff. Shipper shall not be charged for any voluntary surcharges such as GRI Rate Adjustment. In the event any carbon emissions tax or other greenhouse gas assessment is imposed on Transporter as a surcharge, or other form of rate recovery by the Federal Energy Regulatory Commission ("Commission"), during the term of this Negotiated Rate agreement, then Shipper shall agree to modify its Negotiated Rate to include Shipper's ratable share of such amounts as approved by the Commission. Further, if Transporter is required to incur additional expense to comply with any greenhouse gas laws, rules or regulations, then Shipper shall agree to modify its Negotiated Rate to include Shipper's ratable share of such additional expense as approved by the Commission.~~
- ~~3/ In consideration of the rates set forth above, the applicable rates for service under the Service Agreement during the Primary Term shall remain as stated above. Therefore, pursuant to Section 4.5 of the FT-A Rate Schedule of Transporter's FERC Gas Tariff, the rates set forth above shall constitute Negotiated Rates. The Negotiated Rates shall replace the otherwise generally applicable maximum recourse rate, rate component, charge or credit in Transporter's FERC Gas Tariff ("Tariff Rates"), and the Tariff Rates shall not apply to or be available to Shipper for service under the Service Agreement during the Primary Term (to the extent that such Tariff Rates are inconsistent with the rates set forth above), notwithstanding any adjustments to such generally applicable maximum recourse rate, rate component, charge or credit which may become effective during the Primary Term.~~

~~4/ If, at any time after service commences under the Service Agreement, Transporter is collecting its effective maximum recourse rates from other Shippers subject to refund under Section 4 of the Natural Gas Act, Transporter shall have no refund obligation to customer even if the final maximum rate is reduced to a level below the Negotiated Rates provided herein. Customer's right to receive credits relating to Transporter's penalty revenue or other similar revenue, if any, applicable to transportation service on Transporter's system shall be governed by Transporter's FERC Gas Tariff and any applicable FERC orders and/or regulations. In the event customer releases its firm transportation rights under the Service Agreement, Shipper shall continue to be obligated to pay Transporter for the difference, if any, by which the Negotiated Rate herein exceeds the release rate.~~

~~5/ Transporter and Shipper agree that Shipper will be eligible to receive reservation charge crediting under this Negotiated Rate Agreement in accordance with GT&C Section 9 of Transporter's FERC Gas Tariff.~~ Reserved for Future Use

CERTIFICATE OF SERVICE

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

Dated at Houston, Texas this 6th day of July, 2020.

/s/ Lauren Carr

Lauren Carr
On behalf of
East Tennessee Natural Gas, LLC