



Algonquin Gas Transmission, LLC

5400 Westheimer Court  
Houston, Texas 77056

713.627.5400 main

Mailing Address:

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

January 20, 2021

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

Re: *Algonquin Gas Transmission, LLC*, Docket No. RP21-\_\_\_\_-000

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act<sup>1</sup> and Section 154.204 of the regulations of the Federal Energy Regulatory Commission (“Commission”) promulgated thereunder,<sup>2</sup> 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 record listed in Appendix A to be effective on January 21, 2021.

#### **STATEMENT OF NATURE, REASONS AND BASIS**

Algonquin is making this filing pursuant to Section 46 of the General Terms and Conditions (“GT&C”) of its FERC Gas Tariff, Sixth Revised Volume No. 1, in order to reflect a negotiated rate transaction that it has entered into with Direct Energy Business Marketing, LLC (“Direct Energy”) for firm transportation service under Rate Schedule AFT-1 (AIM Project). The tariff record identifies and describes the applicable negotiated rate transaction, including the exact legal name of the shipper, the negotiated rate, the rate schedule, the contract term, and the contract quantities. Direct Energy acquired the capacity as a result of the release of capacity for the January 21, 2021 gas day by Yankee Gas Services Company dba Eversource Energy (“Yankee Gas”) of capacity under its AFT-1 (AIM Project) service agreement, to which the negotiated rate agreement set forth in Section 29 of the Statements of Negotiated Rates is applicable. Algonquin has entered into an individual negotiated rate agreement with Direct Energy to reflect the negotiated usage and fuel rates that were passed through to Direct Energy pursuant to the provisions of GT&C Section 46.4(C) and the terms of the negotiated rate agreement with Yankee Gas.

#### **PROPOSED EFFECTIVE DATE**

Algonquin proposes that the tariff record filed herein become effective on January 21, 2021. 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 record filed herein to become effective as proposed.

---

<sup>1</sup> 15 U.S.C. § 717c (2018).

<sup>2</sup> 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), Algonquin files this motion to place the revised tariff record 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 record filed herewith is not approved as filed and without condition, Algonquin reserves the right to file a motion at a later date to place such tariff record 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 record showing additions to and deletions from the currently effective tariff record 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:

\* Christopher Harvey, Director, Regulatory  
Algonquin Gas Transmission, LLC  
P. O. Box 1642  
Houston, TX 77251-1642  
Phone: (713) 627-5113  
Email: Christopher.Harvey@enbridge.com

and

\* Jennifer Rinker, Associate General Counsel, Northeast  
& FERC Chief Compliance Officer  
Algonquin Gas Transmission, LLC  
P. O. Box 1642  
Houston, TX 77251-1642  
Phone: (713) 627-5221  
Email: Jennifer.Rinker@enbridge.com

Ms. Kimberly D. Bose, Secretary  
Federal Energy Regulatory Commission  
January 20, 2021  
Page 3

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

Please contact the undersigned at (713) 627-5113 with any questions regarding this filing.

Respectfully submitted,

*/s/ Christopher Harvey*

Christopher Harvey, Director  
Regulatory

Enclosures

**APPENDIX A**  
**ALGONQUIN GAS TRANSMISSION, LLC**  
**STATEMENTS OF NEGOTIATED RATES**

<b><u>Version</u></b>	<b><u>Section (Description &amp; Title)</u></b>
4.0.0	29.5 Direct Energy - contract 804207

## STATEMENT OF NEGOTIATED RATES 1/2/3/

Customer Name: DIRECT ENERGY BUSINESS MARKETING,LLC

Service Agreement: 804207

Term of Negotiated Rate: The term of this negotiated rate ("Negotiated Rate Term") commences on 01/21/2021, and continues until and including 01/21/2021.

Rate Schedule: AFT-1 (AIM Project)

MDTQ: 20000 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 20000

Primary Delivery Point(s):

00059 - MONTVILLE (NEW LONDON,CT) - MDDO 20000

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: DIRECT ENERGY BUSINESS MARKETING,LLC~~

~~Service Agreement: 804146~~

~~Term of Negotiated Rate: The term of this negotiated rate ("Negotiated Rate Term") commences on 12/31/2020, and continues until and including 12/31/2020.~~

~~Rate Schedule: AFT-1 (AIM Project)~~

~~MDTQ: 30000 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 30000~~

~~Primary Delivery Point(s): \_\_\_\_\_~~

~~00059 - MONTVILLE (NEW LONDON,CT) - MDDO 30000~~

~~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: DIRECT ENERGY BUSINESS MARKETING,LLC

Service Agreement: 804207

Term of Negotiated Rate: The term of this negotiated rate ("Negotiated Rate Term") commences on 01/21/2021, and continues until and including 01/21/2021.

Rate Schedule: AFT-1 (AIM Project)

MDTQ: 20000 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 20000

Primary Delivery Point(s): \_\_\_\_\_

00059 - MONTVILLE (NEW LONDON,CT) - MDDO 20000

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 20<sup>th</sup> day of January, 2021.

*/s/ Lauren Carr*

---

Lauren Carr  
On behalf of  
Algonquin Gas Transmission, LLC