

January 13, 2021

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

Re: NEXUS Gas Transmission, LLC, Docket No. RP21-____-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 NEXUS Gas Transmission, LLC ("NEXUS") 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 January 14, 2021.

STATEMENT OF NATURE, REASONS AND BASIS

NEXUS is making this filing pursuant to Section 22 of the General Terms and Conditions of its FERC Gas Tariff, Original Volume No. 1 ("Tariff"), 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 FT-1. 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 a release of capacity for the period from January 14, 2021, through and including October 31, 2022, by CNX Gas Company LLC ("CNX Gas"), of capacity under its FT-1 service agreement, to which the negotiated rate agreement set forth in Section 3 of the Statements of Negotiated Rates is applicable. NEXUS has entered into a negotiated rate agreement with Direct Energy to reflect the negotiated usage rates that were passed through to Direct Energy pursuant to the provisions of Section 22.5(C) of the General Terms and Conditions of the Tariff and the terms of the negotiated rate agreement with CNX Gas.

One of the negotiated rate agreements for capacity released by CNX Gas under its FT-1 service agreement expired October 31, 2020. NEXUS is removing that agreement from the Statements of Negotiated Rates and is reserving the record for future use.

PROPOSED EFFECTIVE DATE

NEXUS requests an effective date of January 14, 2021, for the tariff records filed herein. NEXUS respectfully requests a waiver of the notice requirement contained in Section 154.207 of

¹ 15 U.S.C. § 717c (2018).

² 18 C.F.R. § 154.204 (2020).

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 requested.

IMPLEMENTATION

Pursuant to Section 154.7(a)(9) of the Commission's regulations, 18 C.F.R. § 154.7(a)(9), NEXUS 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, NEXUS 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 currently effective 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 NEXUS'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:

* Berk Donaldson, Director, Regulatory
NEXUS Gas Transmission, LLC
P. O. Box 1642
Houston, TX 77251-1642
Phone: (713) 627-4488
Email: Berk.Donaldson@enbridge.com

and

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

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

Please contact the undersigned at (713) 627-4488 with any questions regarding this filing.

Respectfully submitted,

NEXUS Gas Transmission, LLC
By: Spectra Energy NEXUS Management, LLC,
in its capacity as operator

/s/ Berk Donaldson

Berk Donaldson, Director, Regulatory

Attachments

NEXUS GAS TRANSMISSION, LLC

APPENDIX A

Statements of Negotiated Rates

<u>Version</u>	<u>Section (Description & Title)</u>
3.0.0	3.3 Direct Energy Business Marketing - contract 961387
1.0.0	3.6 Reserved for Future Use

STATEMENT OF NEGOTIATED RATES 1/ 2/ 3/ 4/

I. General

Pipeline: NEXUS Gas Transmission, LLC

Customer Name: DIRECT ENERGY BUSINESS MARKETING, LLC

Service Agreement: Service Agreement No. 961387

Term of Negotiated Rate: The term of this negotiated rate ("Negotiated Rate Term") commences on 01/14/2021 and continues until and including 10/31/2022.

Rate Schedule: FT-1

MDQ: 50000 Dth/d

Primary Receipt Points(s): N4734 - MARK WEST - MAJORSVILLE, MARSHALL CO., WVA - MDRO 50000; N4995 - NEXUS INTERCONNECT WITH TETLP MAINLINE, MONROE CO., OH - MDRO 50000

Primary Delivery Point(s): N1001 - NEXUS/DTE - MDDO 50000; N4237 - (DTE) VECTOR MILFORD JUNCTION DELIVERY - MDDO 50000

Defined Terms: All capitalized terms used but not otherwise defined herein have the meanings given in the Service Agreement or Pipeline's FERC Gas Tariff, as applicable. The following terms shall have the meanings given below:

"Initial Recourse Rates" means the recourse rates applicable to the Service Agreement No. 860004 under Rate Schedule FT-1, as set forth in Pipeline's FERC Gas Tariff and in effect as of the Service Commencement Date of Service Agreement 860004.

"Transportation Path" has the meaning provided in the General Terms and Conditions of Pipeline's Tariff.

II. Negotiated Reservation Charge

Customer shall pay a reservation rate as determined pursuant to the capacity release processes set forth in Section 5 of the General Terms and Conditions of Pipeline's FERC Gas Tariff, per Dekatherm, per day ("Reservation Rate") of Customer's MDQ under the Service Agreement specified above during the Term of Negotiated Rate.

III. Usage Charges

During the Primary Term, the applicable usage charges shall be as follows:

- (1) The negotiated Usage-1 Charge shall be zero (\$0.00) multiplied by the quantity of gas, in Dekatherms, delivered during the applicable day which is not in excess of 110% of scheduled service levels for such day.
- (2) The Usage-2 Charge shall be the maximum applicable Rate Schedule FT-1 recourse Usage-2 Charge (inclusive of all charges and surcharges applicable to Customer's Service Agreement under Rate Schedule FT-1 in effect from time to time under Pipeline's FERC Gas Tariff) multiplied by that portion of the total quantity of Customer's gas delivered on any day pursuant to Customer's Service Agreement which is in excess of 110% of scheduled service levels for such day, in accordance with the applicable provisions of Pipeline's FERC Gas Tariff, Rate Schedule FT-1.
- (3) Customer shall also pay all other FERC-approved usage charges and usage surcharges applicable to Customer's Service Agreement No. 961387
- (4) Customer shall also be subject to the Applicable Shrinkage Adjustment and pay Applicable Shrinkage in accordance with and as provided in Section 21.2 of the General Terms and Conditions of Pipeline's FERC Gas Tariff.

IV. Recourse Rates

The recourse rate(s) applicable to this service is the applicable maximum rate(s) stated on Pipeline's Statement of Rates for Rate Schedule FT-1 as such rate may be in effect from time to time ("Recourse Rate"). Customer acknowledges that the negotiated rate may be lower than or higher than the applicable Recourse Rate as it may be in effect from time to time.

FOOTNOTES:

- 1/ This Negotiated Rate Agreement is part of a conforming Service Agreement.
- 2/ This Negotiated Rate Agreement shall apply only to service under Service Agreement 961387 using the Primary Receipt Point(s) and Primary Delivery Point(s) designated herein and secondary points available under Rate Schedule FT-1 in the Supply Zone and Market Zone 1 (including, for the avoidance of doubt, the secondary delivery point at Northville).
- 3/ Customer agrees to pay: (i) the applicable Annual Charge Adjustment surcharge, and (ii) any other charges and surcharges (whether usage or other), if any, that may be incurred by Pipeline and/or approved by FERC for recovery in accordance with the

below. Such charges and surcharges may include but shall not be limited to charges incurred by Pipeline (a) pursuant to the capacity lease agreements between Pipeline and DTE Gas Company, and/or Texas Eastern Transmission, LP, or (b) pursuant to any FERC approved cost recovery mechanism of general applicability implemented through a generic FERC proceeding or in a Pipeline-specific proceeding, which mechanism recovers cost components not reflected in the Initial Recourse Rates and which are limited to any surcharge or other charge which is designed to recover costs that are incurred due to a mandate from FERC or any other governmental authority, or otherwise related to pipeline safety or environmental compliance costs associated with Pipeline's operations pursuant to Pipeline's FERC Gas Tariff.

4/ If Customer changes its primary points(s) listed above or the related MDROs or MDDOs at any time or from time to time, pursuant to the provisions of Pipeline's FERC Gas Tariff, Pipeline shall have the option to terminate this Negotiated Rate Agreement by providing Customer with written notice of Pipeline's intent to do so and, in such case, this Negotiated Rate Agreement shall terminate and Pipeline's maximum applicable Recourse Rates for Rate Schedule FT-1 shall apply for the remaining term of the Service Agreement, unless and until otherwise mutually agreed in writing between Customer and Pipeline.

Reserved for Future Use

STATEMENT OF NEGOTIATED RATES 1/ 2/ 3/ 4/

I. General

Pipeline: NEXUS Gas Transmission, LLC

Customer Name: DIRECT ENERGY BUSINESS~~SPIRE~~ MARKETING, LLC~~INC.~~

Service Agreement: Service Agreement No. 961387~~961306~~

Term of Negotiated Rate: The term of this negotiated rate ("Negotiated Rate Term") commences on ~~12/01/2020~~ 14/2021 and continues until and including ~~10/31/2022~~ 2020.

Rate Schedule: FT-1

MDQ: 50000~~15000~~ Dth/d

Primary Receipt Points(s): N4734 - MARK WEST - MAJORSVILLE, MARSHALL CO., WVA - MDRO 50000~~15000~~; N4995 - NEXUS INTERCONNECT WITH TETLP MAINLINE, MONROE CO., OH - MDRO 50000~~15000~~

Primary Delivery Point(s): N1001 - NEXUS/DTE - MDDO 50000~~15000~~; N4237 - (DTE) VECTOR MILFORD JUNCTION DELIVERY - MDDO 50000~~15000~~

Defined Terms: All capitalized terms used but not otherwise defined herein have the meanings given in the Service Agreement or Pipeline's FERC Gas Tariff, as applicable. The following terms shall have the meanings given below:

"Initial Recourse Rates" means the recourse rates applicable to the Service Agreement No. 860004 under Rate Schedule FT-1, as set forth in Pipeline's FERC Gas Tariff and in effect as of the Service Commencement Date of Service Agreement 860004.

"Transportation Path" has the meaning provided in the General Terms and Conditions of Pipeline's Tariff.

II. Negotiated Reservation Charge

Customer shall pay a reservation rate as determined pursuant to the capacity release processes set forth in Section 5 of the General Terms and Conditions of Pipeline's FERC Gas Tariff, per Dekatherm, per day ("Reservation Rate") of Customer's MDQ under the Service Agreement specified above during the Term of Negotiated Rate.

III. Usage Charges

During the Primary Term, the applicable usage charges shall be as follows:

- (1) The negotiated Usage-1 Charge shall be zero (\$0.00) multiplied by the quantity of gas, in Dekatherms, delivered during the applicable day which is not in excess of 110% of scheduled service levels for such day.
- (2) The Usage-2 Charge shall be the maximum applicable Rate Schedule FT-1 recourse Usage-2 Charge (inclusive of all charges and surcharges applicable to Customer's Service Agreement under Rate Schedule FT-1 in effect from time to time under Pipeline's FERC Gas Tariff) multiplied by that portion of the total quantity of Customer's gas delivered on any day pursuant to Customer's Service Agreement which is in excess of 110% of scheduled service levels for such day, in accordance with the applicable provisions of Pipeline's FERC Gas Tariff, Rate Schedule FT-1.
- (3) Customer shall also pay all other FERC-approved usage charges and usage surcharges applicable to Customer's Service Agreement No. [961387](#)~~961306~~
- (4) Customer shall also be subject to the Applicable Shrinkage Adjustment and pay Applicable Shrinkage in accordance with and as provided in Section 21.2 of the General Terms and Conditions of Pipeline's FERC Gas Tariff.

IV. Recourse Rates

The recourse rate(s) applicable to this service is the applicable maximum rate(s) stated on Pipeline's Statement of Rates for Rate Schedule FT-1 as such rate may be in effect from time to time ("Recourse Rate"). Customer acknowledges that the negotiated rate may be lower than or higher than the applicable Recourse Rate as it may be in effect from time to time.

FOOTNOTES:

- 1/ This Negotiated Rate Agreement is part of a conforming Service Agreement.
- 2/ This Negotiated Rate Agreement shall apply only to service under Service Agreement [961387](#)~~961306~~ using the Primary Receipt Point(s) and Primary Delivery Point(s) designated herein and secondary points available under Rate Schedule FT-1 in the Supply Zone and Market Zone 1 (including, for the avoidance of doubt, the secondary delivery point at Northville).
- 3/ Customer agrees to pay: (i) the applicable Annual Charge Adjustment surcharge, and (ii) any other charges and surcharges (whether usage or other), if any, that may be incurred by Pipeline and/or approved by FERC for recovery in accordance with the

below. Such charges and surcharges may include but shall not be limited to charges incurred by Pipeline (a) pursuant to the capacity lease agreements between Pipeline and DTE Gas Company, and/or Texas Eastern Transmission, LP, or (b) pursuant to any FERC approved cost recovery mechanism of general applicability implemented through a generic FERC proceeding or in a Pipeline-specific proceeding, which mechanism recovers cost components not reflected in the Initial Recourse Rates and which are limited to any surcharge or other charge which is designed to recover costs that are incurred due to a mandate from FERC or any other governmental authority, or otherwise related to pipeline safety or environmental compliance costs associated with Pipeline's operations pursuant to Pipeline's FERC Gas Tariff.

4/ If Customer changes its primary points(s) listed above or the related MDROs or MDDOs at any time or from time to time, pursuant to the provisions of Pipeline's FERC Gas Tariff, Pipeline shall have the option to terminate this Negotiated Rate Agreement by providing Customer with written notice of Pipeline's intent to do so and, in such case, this Negotiated Rate Agreement shall terminate and Pipeline's maximum applicable Recourse Rates for Rate Schedule FT-1 shall apply for the remaining term of the Service Agreement, unless and until otherwise mutually agreed in writing between Customer and Pipeline.

~~Reserved for Future Use~~ **STATEMENT OF NEGOTIATED RATES 1/ 2/ 3/ 4/**

I. General

~~Pipeline: NEXUS Gas Transmission, LLC~~

~~Customer Name: SPIRE MARKETING INC.~~

~~Service Agreement: Service Agreement No. 961209~~

~~Term of Negotiated Rate: The term of this negotiated rate ("Negotiated Rate Term") commences on 10/01/2020, and continues until and including 10/31/2020.~~

~~Rate Schedule: FT-1~~

~~MDQ: 15,000 Dth/d~~

~~Primary Receipt Point(s): N4734 MARK WEST MAJORSVILLE, MARSHALL CO., WVA MDRO 15,000; N4995 NEXUS INTERCONNECT WITH TETLP MAINLINE, MONROE CO., OH MDRO 15,000~~

~~Primary Delivery Point(s): N1001 NEXUS/DTE MDDO 15,000; N4237 (DTE) VECTOR MILFORD JUNCTION DELIVERY MDDO 15,000~~

~~Defined Terms: All capitalized terms used but not otherwise defined herein have the meanings given in the Service Agreement or Pipeline's FERC Gas Tariff, as applicable. The following terms shall have the meanings given below:~~

~~"Initial Recourse Rates" means the recourse rates applicable to the Service Agreement No. 860004 under Rate Schedule FT-1, as set forth in Pipeline's FERC Gas Tariff and in effect as of the Service Commencement Date of Service Agreement 860004.~~

~~"Transportation Path" has the meaning provided in the General Terms and Conditions of Pipeline's Tariff.~~

II. Negotiated Reservation Charge

~~Customer shall pay a reservation rate as determined pursuant to the capacity release processes set forth in Section 5 of the General Terms and Conditions of Pipeline's FERC Gas Tariff, per Dekatherm, per day ("Reservation Rate") of Customer's MDQ under the Service Agreement specified above during the Term of Negotiated Rate.~~

III. Usage Charges

~~During the Primary Term, the applicable usage charges shall be as follows:~~

- ~~(1) The negotiated Usage 1 Charge shall be zero (\$0.00) multiplied by the quantity of gas, in Dekatherms, delivered during the applicable day which is not in excess of 110% of scheduled service levels for such day.~~
- ~~(2) The Usage 2 Charge shall be the maximum applicable Rate Schedule FT 1 recourse Usage 2 Charge (inclusive of all charges and surcharges applicable to Customer's Service Agreement under Rate Schedule FT 1 in effect from time to time under Pipeline's FERC Gas Tariff) multiplied by that portion of the total quantity of Customer's gas delivered on any day pursuant to Customer's Service Agreement which is in excess of 110% of scheduled service levels for such day, in accordance with the applicable provisions of Pipeline's FERC Gas Tariff, Rate Schedule FT 1.~~
- ~~(3) Customer shall also pay all other FERC approved usage charges and usage surcharges applicable to Customer's Service Agreement No. 961209~~
- ~~(4) Customer shall also be subject to the Applicable Shrinkage Adjustment and pay Applicable Shrinkage in accordance with and as provided in Section 21.2 of the General Terms and Conditions of Pipeline's FERC Gas Tariff.~~

IV. Recourse Rates

~~The recourse rate(s) applicable to this service is the applicable maximum rate(s) stated on Pipeline's Statement of Rates for Rate Schedule FT 1 as such rate may be in effect from time to time ("Recourse Rate"). Customer acknowledges that the negotiated rate may be lower than or higher than the applicable Recourse Rate as it may be in effect from time to time.~~

FOOTNOTES:

- ~~1/ This Negotiated Rate Agreement is part of a conforming Service Agreement.~~
- ~~2/ This Negotiated Rate Agreement shall apply only to service under Service Agreement 961209 using the Primary Receipt Point(s) and Primary Delivery Point(s) designated herein and secondary points available under Rate Schedule FT 1 in the Supply Zone and Market Zone 1 (including, for the avoidance of doubt, the secondary delivery point at Northville).~~
- ~~3/ Customer agrees to pay: (i) the applicable Annual Charge Adjustment surcharge, and (ii) any other charges and surcharges (whether usage or other), if any, that may be incurred by Pipeline and/or approved by FERC for recovery in accordance with the~~

~~below. Such charges and surcharges may include but shall not be limited to charges incurred by Pipeline (a) pursuant to the capacity lease agreements between Pipeline and DTE Gas Company, and/or Texas Eastern Transmission, LP, or (b) pursuant to any FERC approved cost recovery mechanism of general applicability implemented through a generic FERC proceeding or in a Pipeline specific proceeding, which mechanism recovers cost components not reflected in the Initial Recourse Rates and which are limited to any surcharge or other charge which is designed to recover costs that are incurred due to a mandate from FERC or any other governmental authority, or otherwise related to pipeline safety or environmental compliance costs associated with Pipeline's operations pursuant to Pipeline's FERC Gas Tariff.~~

~~4/ If Customer changes its primary points(s) listed above or the related MDROs or MDDOs at any time or from time to time, pursuant to the provisions of Pipeline's FERC Gas Tariff, Pipeline shall have the option to terminate this Negotiated Rate Agreement by providing Customer with written notice of Pipeline's intent to do so and, in such case, this Negotiated Rate Agreement shall terminate and Pipeline's maximum applicable Recourse Rates for Rate Schedule FT-1 shall apply for the remaining term of the Service Agreement, unless and until otherwise mutually agreed in writing between Customer and Pipeline.~~

CERTIFICATE OF SERVICE

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

Dated at Houston, Texas, this 13th day of January, 2021.

/s/ Brian J. Malik

Brian J. Malik
NEXUS Gas Transmission, LLC
By: Spectra Energy NEXUS Management, LLC,
in its capacity as operator