



Southern Star Central Gas Pipeline, Inc.

4700 Highway 56

P.O. Box 20010

Owensboro, Kentucky 42304-0010

Phone 270/852-5000

Scott LaMar

Director, Rates & Regulatory

Phone: (270) 852-4560

Email: [g.scott.lamar@southernstar.com](mailto:g.scott.lamar@southernstar.com)

May 1, 2019

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

Re: Southern Star Central Gas Pipeline, Inc.  
Docket No. RP19-\_\_\_\_\_  
Spotlight Energy, LLC  
Negotiated Rate Agreements

Dear Ms. Bose:

Southern Star Central Gas Pipeline, Inc. ("Southern Star") respectfully submits by eFiling the following new and revised tariff records, to its FERC Gas Tariff, Original Volume No. 2 ("Volume No. 2"), to be effective May 1, 2019 related to two Negotiated Rate Agreements and Conforming Service Orders between Southern Star and Spotlight Energy, LLC ("Spotlight"). The tariff records are being filed pursuant to Part 154 of the Rules and Regulations of the Federal Energy Regulatory Commission ("Commission") to incorporate changes as described further below.

<u>Tariff Records</u>	<u>Section</u>	<u>Version</u>
Table of Contents	1	15.0.0
Conforming Service Agreements with Negotiated Rates		
PL28561 Spotlight Energy, LLC – PLS Exhibit A Parking Service Order	3.5	0.0.0
PL28561 Spotlight Energy, LLC – Negotiated Rate Agreement – Parking	3.5.1	0.0.0
PL28565 Spotlight Energy, LLC – PLS Exhibit B Loan Service Order	3.6	0.0.0
PL28565 Spotlight Energy, LLC – Negotiated Rate Agreement – Loan	3.6.1	0.0.0

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

In Commission Order No. 714<sup>1</sup>, the Commission adopted certain regulations addressing the filing of negotiated rate and/or non-conforming service agreements filed under eTariff. Any new negotiated rate agreements and/or non-conforming agreements are filed as part of Volume No. 2 of Southern Star's FERC Gas Tariff. This filing submits new agreements for inclusion in Volume No. 2.

<sup>1</sup> *Electronic Tariff Filings*, Order No. 714, 73 FR 57515 (Oct. 3, 2008), FERC Stats. and Regs. ¶ 31,276, at P 104 (2008).

Kimberly D. Bose, Secretary

May 1, 2019

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The Negotiated Rate Agreements establish the rates to be charged under the Parking Service Order and the Loan Service Order, respectively, effective May 1, 2019. The Negotiated Rate Agreements establish a fixed rate per the Maximum Total Parked Quantity ("MTPQ") and the Maximum Total Loaned Quantity ("MTLQ"), respectively, for the months of May 2019 through October 2019, in lieu of the otherwise applicable commodity rates. The Negotiated Rate Agreements set forth the shipper's name, actual negotiated rate, applicable points of service, quantity to be parked or loaned and the applicable rate schedule ("PLS") in compliance with Section 28.5 of the General Terms and Conditions ("GT&C") of Southern Star's FERC Gas Tariff, First Revised Volume No. 1.

These Negotiated Rate Agreements and related PLS Service Orders do not materially deviate from Southern Star's tariff and should be accepted as Conforming Service Agreements with Negotiated Rates.

#### **List of Materials Enclosed**

In accordance with Section 154.7(a)(1) of the Commission's regulations, submitted herewith is an eTariff XML filing package, filed as a zip (compressed) file, containing:

- i. The proposed tariff record versions in RTF format with metadata attached;
- ii. A transmittal letter;
- iii. Appendix A – A clean version of the tariff records; and
- iv. Appendix B – A marked version of the tariff records.

#### **Effective Date, Motion and Waiver**

Southern Star respectfully requests that the Commission grant any necessary waivers of Section 154.207 of its regulations and accept the Negotiated Rate Agreements, and related Conforming Service Orders effective on May 1, 2019, which, consistent with Commission policy and GT&C Section 28.5, is the day on which Southern Star commences service at the negotiated rates. In the event that the Commission elects to accept and suspend the tariff records submitted herein, in accordance with section 154.7(a)(9) of the Commission's regulations, Southern Star moves to place such tariff records into effect at the end of the applicable suspension period.

#### **Correspondence**

Southern Star respectfully requests that all Commission orders and correspondence, as well as pleadings and correspondence from other persons, concerning this filing be served upon:

Scott LaMar  
Director, Rates & Regulatory  
Southern Star Central Gas Pipeline, Inc.  
4700 Highway 56  
Owensboro, KY 42301  
Phone: (270) 852-4560  
[g.scott.lamar@southernstar.com](mailto:g.scott.lamar@southernstar.com)

Douglas Field  
Senior Attorney  
Southern Star Central Gas Pipeline, Inc.  
4700 Highway 56  
Owensboro, KY 42301  
Phone: (270) 852-4657  
[w.doug.field@southernstar.com](mailto:w.doug.field@southernstar.com)

Kimberly D. Bose, Secretary

May 1, 2019

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and copies provided to:

Joseph S. Koury  
Ryan J. Collins  
Wright & Talisman PC  
1200 G Street N.W., Suite 600  
Washington, D.C.  
Phone: (202) 393-1200  
[koury@wrightlaw.com](mailto:koury@wrightlaw.com)  
[collins@wrightlaw.com](mailto:collins@wrightlaw.com)

If there are any questions pertaining to this filing, please contact any of the parties listed above.

**Posting and Certification of Service**

Copies of this filing are being distributed to Southern Star's jurisdictional customers and interested state commissions, as well as posted on CSI, Southern Star's online customer service system. A copy of this filing is available for public inspection during regular business hours at the office of Southern Star in Owensboro, Kentucky.

Sincerely,

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By: /s/ Scott LaMar

Scott LaMar  
Director, Rates & Regulatory  
(270) 852-4560

Enclosures

# **Appendix A**

Clean Version of the Tariff Records

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\* Negotiated rate agreement contains non-conforming capacity release crediting mechanism pursuant to GT&C Section 28.4(b).

\*\* Discounted rate agreement contains non-conforming capacity release marketing right pursuant to GT&C Section 11.6.

Parking Service  
Exhibit A - PL28561  
Creation Date April 30, 2019

Reference is made to that PLS Service Agreement by and between Southern Star and Spotlight Energy (PLS Shipper), dated October 20, 2017.

Southern Star and PLS Shipper agree, pursuant to the referenced service agreement, to a Service Order under the following terms:

Term of Service Order:

This Service Order shall become effective on May 1, 2019 and shall continue in full force and effect for an original term ending at the beginning of the gas day effective November 1, 2019.

PLS Shipper shall be charged the current maximum tariff rate unless otherwise agreed to in an associated discount letter.

Parking Point of Service 999051 - Market Area (MA)

Maximum Daily Quantity 15,000

Maximum Total Parked Quantity 50,000

If you are in agreement, please indicate by executing below.

SPOTLIGHT ENERGY

By /s/ Jacob R Field  
*(Signature)*  
Name Jacob Field  
*(Please type or print)*  
Title President  
*(Please type or print)*  
Date 04/30/19

SOUTHERN STAR CENTRAL GAS  
PIPELINE, INC.

By /s/ Scott Warren  
*(Signature)*  
Name Scott Warren  
*(Please type or print)*  
Title Account Manager  
*(Please type or print)*  
Date 5/1/2019

Date: April 29, 2019

Spotlight Energy  
Attn: Jacob Field  
950 Echo Lane Suite 125.  
Houston, TX 77024

Re: Negotiated Rate Agreement

Dear Jacob Field:

Southern Star Central Gas Pipeline, Inc. (Southern Star) has reviewed the request of Spotlight Energy (Shipper) for a negotiated rate for Parking Service for the time period listed below. Accordingly, Southern Star is willing to offer Shipper the following Negotiated Rate for Parking Service:

Contract No.	PL 28561
Rate Schedule:	PLS
Parking Point of Service:	Market Area (MA)
Quantity:	Maximum Daily Quantity (MDQ) of 15,000 Dth/d Maximum Total Parked Quantity (MTPQ) of 50,000 Dth
Time Period:	May 1, 2019 to November 1, 2019
Monthly Negotiated Rate:	\$ 0.10 per Dth of MTPQ ( <i>i.e.</i> , \$5,000 per month)
Other Rates:	The Monthly Negotiated Rate supersedes the PLS Daily Commodity Rate for Parking Service, so the PLS Daily Commodity Rate for Parking Service shall not apply; however, any other allocated costs or applicable surcharges permitted by the Federal Energy Regulatory Commission ("FERC") for service under Rate Schedule PLS shall apply.

Because this agreement establishes negotiated rates, both parties acknowledge and agree that the negotiated rates will be filed with the FERC as part of Southern Star's tariff. An order or letter order must be issued by the FERC accepting such negotiated rates in a form and substance acceptable to Southern Star at its sole discretion.

Notwithstanding anything herein to the contrary, this Negotiated Rate Agreement may be terminated at the end of any month by either party giving written notice of termination to the other party on or before the 15<sup>th</sup> day of such month (e.g., if notice to terminate is given on October 15<sup>th</sup> this negotiated rate agreement will terminate effective November 1<sup>st</sup>). If this negotiated rate agreement is terminated before the underlying service order Contract No. PL 28561 expires, any quantities parked or continued to be parked under Contract No. PL 28561 after such termination will be at maximum rates, unless otherwise mutually agreed in writing.

In the event of a conflict between this agreement and Southern Star's FERC Gas Tariff, the Tariff will control.



To indicate your acceptance of this negotiated rate, please return a signed original of this Negotiated Rate Agreement to Southern Star either at the address listed above, via PDF attachment to an email directed to [sscontractadministration@sscgp.com](mailto:sscontractadministration@sscgp.com) or via fax at 270/852-5027. The above rate will become null and void if changes are made to this original Negotiated Rate Agreement.

Very truly yours,

**SOUTHERN STAR CENTRAL GAS PIPELINE, INC.**

By /s/ Scott Warren

Name: Scott Warren  
Title: Account Manager

Date of execution by Southern Star: 5/1/2019

**AGREED TO AND ACCEPTED** this 30 day of April, 2019 by:

**Shipper: SPOTLIGHT ENERGY**

By /s/ Jacob R Field

Name: Jacob Field

Title: President

*[Signature page to Negotiated Rate Agreement associated with PL 28561]*

Loan Service  
Exhibit B - PL28565  
Creation Date April 30, 2019

Reference is made to that PLS Service Agreement by and between Southern Star and Spotlight Energy (PLS Shipper), dated October 20, 2017.

Southern Star and PLS Shipper agree, pursuant to the referenced service agreement, to a Service Order under the following terms:

Term of Service Order:

This Service Order shall become effective on May 1, 2019 and shall continue in full force and effect for an original term ending at the beginning of the gas day effective November 1, 2019.

PLS Shipper shall be charged the current maximum tariff rate unless otherwise agreed to in an associated discount letter.

Loan Point of Service 999051 - Market Area (MA)

Maximum Daily Quantity 15,000

Maximum Total Loaned Quantity 50,000

If you are in agreement, please indicate by executing below.

SPOTLIGHT ENERGY

By /s/ Jacob R Field  
*(Signature)*  
Name Jacob Field  
*(Please type or print)*  
Title President  
*(Please type or print)*  
Date 04/30/19

SOUTHERN STAR CENTRAL GAS  
PIPELINE, INC.

By /s/ Kevin Gray  
*(Signature)*  
Name Kevin Gray  
*(Please type or print)*  
Title Mgr. Scheduling & Contracts  
*(Please type or print)*  
Date 5-1-19

Date: April 29, 2019

Spotlight Energy  
Attn: Jacob Field  
950 Echo Lane Suite 125  
Houston, TX 77024

Re: Negotiated Rate Agreement

Dear Jacob Field :

Southern Star Central Gas Pipeline, Inc. (Southern Star) has reviewed the request of Spotlight Energy (Shipper) for a negotiated rate for Loan Service for the time period listed below. Accordingly, Southern Star is willing to offer Shipper the following Negotiated Rate for Loan Service:

Contract No.	PL 28565
Rate Schedule:	PLS
Loan Point of Service:	Market Area (MA)
Quantity:	Maximum Daily Quantity (MDQ) of 15,000 Dth/d Maximum Total Loaned Quantity (MTLQ) of 50,000 Dth
Time Period:	May 1, 2019 to November 1, 2019
Monthly Negotiated Rate:	\$ 0.10 per Dth of MTLQ ( <i>i.e.</i> , \$5,000 per month)
Other Rates:	The Monthly Negotiated Rate supersedes the PLS Daily Commodity Rate for Loan Service, so the PLS Daily Commodity Rate for Loan Service shall not apply; however, any other allocated costs or applicable surcharges permitted by the Federal Energy Regulatory Commission ("FERC") for service under Rate Schedule PLS shall apply.

Because this agreement establishes negotiated rates, both parties acknowledge and agree that the negotiated rates will be filed with the FERC as part of Southern Star's tariff. An order or letter order must be issued by the FERC accepting such negotiated rates in a form and substance acceptable to Southern Star at its sole discretion.

Notwithstanding anything herein to the contrary, this Negotiated Rate Agreement may be terminated at the end of any month by either party giving written notice of termination to the other party on or before the 15<sup>th</sup> day of such month (e.g., if notice to terminate is given on October 15<sup>th</sup> this negotiated rate agreement will terminate effective November 1<sup>st</sup>). If this negotiated rate agreement is terminated before the underlying service order Contract No. PL 28565 expires, any quantities loaned or continued to be loaned under Contract No. PL 28565 after such termination will be at maximum rates, unless otherwise mutually agreed in writing.

In the event of a conflict between this agreement and Southern Star's FERC Gas Tariff, the Tariff will control.

To indicate your acceptance of this negotiated rate, please return a signed original of this Negotiated Rate Agreement to Southern Star either at the address listed above, via PDF attachment to an email directed to [sscontractadministration@sscgp.com](mailto:sscontractadministration@sscgp.com) or via fax at 270/852-5027. The above rate will become null and void if changes are made to this original Negotiated Rate Agreement.

Very truly yours,

**SOUTHERN STAR CENTRAL GAS PIPELINE, INC.**

By /s/ Kevin Gray

Name: Kevin Gray

Title: Mgr. Scheduling & Contracts

Date of execution by Southern Star: 5/1/19

**AGREED TO AND ACCEPTED** this 30 day of April, 2019 by:

**Shipper: Spotlight Energy**

By /s/ Jacob R Field

Name: Jacob Field

Title: President

*[Signature page to Negotiated Rate Agreement associated with PL 28565]*

# **Appendix B**

Marked Version of the Tariff Records

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\* Negotiated rate agreement contains non-conforming capacity release crediting mechanism pursuant to GT&C Section 28.4(b).

\*\* Discounted rate agreement contains non-conforming capacity release marketing right pursuant to GT&C Section 11.6.

Parking Service  
Exhibit A - PL28561  
Creation Date April 30, 2019

Reference is made to that PLS Service Agreement by and between Southern Star and Spotlight Energy (PLS Shipper), dated October 20, 2017.

Southern Star and PLS Shipper agree, pursuant to the referenced service agreement, to a Service Order under the following terms:

Term of Service Order:

This Service Order shall become effective on May 1, 2019 and shall continue in full force and effect for an original term ending at the beginning of the gas day effective November 1, 2019.

PLS Shipper shall be charged the current maximum tariff rate unless otherwise agreed to in an associated discount letter.

Parking Point of Service 999051 - Market Area (MA)

Maximum Daily Quantity 15,000

Maximum Total Parked Quantity 50,000

If you are in agreement, please indicate by executing below.

SPOTLIGHT ENERGY

SOUTHERN STAR CENTRAL GAS  
PIPELINE, INC.

By /s/ Jacob R Field

(Signature)

Name Jacob Field

(Please type or print)

Title President

(Please type or print)

Date 04/30/19

By /s/ Scott Warren

(Signature)

Name Scott Warren

(Please type or print)

Title Account Manager

(Please type or print)

Date 5/1/2019



Date: April 29, 2019

Spotlight Energy  
Attn: Jacob Field  
950 Echo Lane Suite 125.  
Houston, TX 77024

Re: Negotiated Rate Agreement

Dear Jacob Field:

Southern Star Central Gas Pipeline, Inc. (Southern Star) has reviewed the request of Spotlight Energy (Shipper) for a negotiated rate for Parking Service for the time period listed below. Accordingly, Southern Star is willing to offer Shipper the following Negotiated Rate for Parking Service:

<u>Contract No.</u>	<u>PL 28561</u>
<u>Rate Schedule:</u>	<u>PLS</u>
<u>Parking Point of Service:</u>	<u>Market Area (MA)</u>
<u>Quantity:</u>	<u>Maximum Daily Quantity (MDQ) of 15,000 Dth/d</u> <u>Maximum Total Parked Quantity (MTPQ) of 50,000 Dth</u>
<u>Time Period:</u>	<u>May 1, 2019 to November 1, 2019</u>
<u>Monthly Negotiated Rate:</u>	<u>\$ 0.10 per Dth of MTPQ (i.e., \$5,000 per month)</u>
<u>Other Rates:</u>	<u>The Monthly Negotiated Rate supersedes the PLS Daily Commodity Rate for Parking Service, so the PLS Daily Commodity Rate for Parking Service shall not apply; however, any other allocated costs or applicable surcharges permitted by the Federal Energy Regulatory Commission ("FERC") for service under Rate Schedule PLS shall apply.</u>

Because this agreement establishes negotiated rates, both parties acknowledge and agree that the negotiated rates will be filed with the FERC as part of Southern Star's tariff. An order or letter order must be issued by the FERC accepting such negotiated rates in a form and substance acceptable to Southern Star at its sole discretion.

Notwithstanding anything herein to the contrary, this Negotiated Rate Agreement may be terminated at the end of any month by either party giving written notice of termination to the other party on or before the 15<sup>th</sup> day of such month (e.g., if notice to terminate is given on October 15<sup>th</sup> this negotiated rate agreement will terminate effective November 1<sup>st</sup>). If this negotiated rate agreement is terminated before the underlying service order Contract No. PL 28561 expires, any quantities parked or continued to be parked under Contract No. PL 28561 after such termination will be at maximum rates, unless otherwise mutually agreed in writing.

In the event of a conflict between this agreement and Southern Star's FERC Gas Tariff, the Tariff will control.

To indicate your acceptance of this negotiated rate, please return a signed original of this Negotiated Rate Agreement to Southern Star either at the address listed above, via PDF attachment to an email directed to [sscontractadministration@sscgp.com](mailto:sscontractadministration@sscgp.com) or via fax at 270/852-5027. The above rate will become null and void if changes are made to this original Negotiated Rate Agreement.

Very truly yours,

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By /s/ Scott Warren

Name: Scott Warren

Title: Account Manager

Date of execution by Southern Star: 5/1/2019

AGREED TO AND ACCEPTED this 30 day of April, 2019 by:

Shipper: SPOTLIGHT ENERGY

By /s/ Jacob R Field

Name: Jacob Field

Title: President

[Signature page to Negotiated Rate Agreement associated with PL 28561]

Loan Service  
Exhibit B - PL28565  
Creation Date April 30, 2019

Reference is made to that PLS Service Agreement by and between Southern Star and Spotlight Energy (PLS Shipper), dated October 20, 2017.

Southern Star and PLS Shipper agree, pursuant to the referenced service agreement, to a Service Order under the following terms:

Term of Service Order:

This Service Order shall become effective on May 1, 2019 and shall continue in full force and effect for an original term ending at the beginning of the gas day effective November 1, 2019.

PLS Shipper shall be charged the current maximum tariff rate unless otherwise agreed to in an associated discount letter.

Loan Point of Service 999051 - Market Area (MA)

Maximum Daily Quantity 15,000

Maximum Total Loaned Quantity 50,000

If you are in agreement, please indicate by executing below.

SPOTLIGHT ENERGY

By /s/ Jacob R Field  
(Signature)

Name Jacob Field  
(Please type or print)

Title President  
(Please type or print)

Date 04/30/19

SOUTHERN STAR CENTRAL GAS  
PIPELINE, INC.

By /s/ Kevin Gray  
(Signature)

Name Kevin Gray  
(Please type or print)

Title Mgr. Scheduling & Contracts  
(Please type or print)

Date 5-1-19

Date: April 29, 2019

Spotlight Energy  
Attn: Jacob Field  
950 Echo Lane Suite 125  
Houston, TX 77024

Re: Negotiated Rate Agreement

Dear Jacob Field :

Southern Star Central Gas Pipeline, Inc. (Southern Star) has reviewed the request of Spotlight Energy (Shipper) for a negotiated rate for Loan Service for the time period listed below. Accordingly, Southern Star is willing to offer Shipper the following Negotiated Rate for Loan Service:

<u>Contract No.</u>	<u>PL 28565</u>
<u>Rate Schedule:</u>	<u>PLS</u>
<u>Loan Point of Service:</u>	<u>Market Area (MA)</u>
<u>Quantity:</u>	<u>Maximum Daily Quantity (MDQ) of 15,000 Dth/d</u>
	<u>Maximum Total Loaned Quantity (MTLQ) of 50,000 Dth</u>
<u>Time Period:</u>	<u>May 1, 2019 to November 1, 2019</u>
<u>Monthly Negotiated Rate:</u>	<u>\$ 0.10 per Dth of MTLQ (i.e., \$5,000 per month)</u>
<u>Other Rates:</u>	<u>The Monthly Negotiated Rate supersedes the PLS Daily Commodity Rate for Loan Service, so the PLS Daily Commodity Rate for Loan Service shall not apply; however, any other allocated costs or applicable surcharges permitted by the Federal Energy Regulatory Commission ("FERC") for service under Rate Schedule PLS shall apply.</u>

Because this agreement establishes negotiated rates, both parties acknowledge and agree that the negotiated rates will be filed with the FERC as part of Southern Star's tariff. An order or letter order must be issued by the FERC accepting such negotiated rates in a form and substance acceptable to Southern Star at its sole discretion.

Notwithstanding anything herein to the contrary, this Negotiated Rate Agreement may be terminated at the end of any month by either party giving written notice of termination to the other party on or before the 15<sup>th</sup> day of such month (e.g., if notice to terminate is given on October 15<sup>th</sup> this negotiated rate agreement will terminate effective November 1<sup>st</sup>). If this negotiated rate agreement is terminated before the underlying service order Contract No. PL 28565 expires, any quantities loaned or continued to be loaned under Contract No. PL 28565 after such termination will be at maximum rates, unless otherwise mutually agreed in writing.

In the event of a conflict between this agreement and Southern Star's FERC Gas Tariff, the Tariff will control.

To indicate your acceptance of this negotiated rate, please return a signed original of this Negotiated Rate Agreement to Southern Star either at the address listed above, via PDF attachment to an email directed to [sscontractadministration@sscgp.com](mailto:sscontractadministration@sscgp.com) or via fax at 270/852-5027. The above rate will become null and void if changes are made to this original Negotiated Rate Agreement.

Very truly yours,

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By /s/ Kevin Gray

Name: Kevin Gray

Title: Mgr. Scheduling & Contracts

Date of execution by Southern Star: 5/1/19

AGREED TO AND ACCEPTED this 30 day of April, 2019 by:

Shipper: Spotlight Energy

By /s/ Jacob R Field

Name: Jacob Field

Title: President

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[Signature page to Negotiated Rate Agreement associated with PL 28565]