



Southern Star Central Gas Pipeline, Inc.
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P.O. Box 20010
Owensboro, Kentucky 42301
Phone 270/852-5000

Scott LaMar
Director, Rates
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March 11, 2020

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. RP20-_____
BCE-Mach LLC
Second Amendment of Negotiated Rate Agreement

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"), related to a Second Amendment of a Negotiated Rate Agreement between Southern Star and BCE-Mach LLC ("BCE-Mach") with a proposed effective date of February 1, 2020. 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	25.0.0 ¹
Non-Conforming Service Agreements with Negotiated Rates TA22138 BCE-Mach LLC – Negotiated Rate Agreement – Second Amendment	4.1.3.2	0.0.0

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;

¹ In order to track changes to Volume No. 2 and its Table of Contents, Version 25.0.0 of the Table of Contents filed herewith supersedes Version 24.0.0 filed in Southern Star's last Volume No. 2 filing on Mar. 2, 2020 in Docket No. RP20-639 to reflect an Amendment of an FTS-P Agreement and a new Negotiated Rate Agreement between Southern Star and Scout Energy Group III, as well as a new Negotiated Rate Agreement between Southern Star and Conexus Energy, LLC. Those Agreements are still pending with the Commission.

- iii. Appendix A – A clean version of the tariff records; and
- iv. Appendix B – A marked version of the tariff records.

Statement of Nature, Reasons and Basis for Filing

In Commission Order No. 714², the Commission adopted certain regulations addressing the filing of negotiated rate and/or non-conforming service agreements filed under eTariff. Such agreements are filed as part of Volume No. 2 of Southern Star's FERC Gas Tariff.

This filing is being made to include in Volume No. 2 the Second Amendment of Negotiated Rate Letter Agreement for TA 22138 ("Second Amendment"), dated March 9, 2020, between Southern Star and BCE-Mach. The Second Amendment eliminates restrictions on the use of an Alternate Receipt Point at the agreed upon negotiated rate but does not change the underlying negotiated rate or otherwise change the terms of the agreement. The previously accepted non-conforming capacity release mechanism in the Negotiated Rate Letter Agreement is also not changed by the Second Amendment. Nor does the Second Amendment change anything in the underlying non-conforming TA 22138 transportation agreement previously accepted by the Commission.

Background: In October 2014, Southern Star and Chesapeake Energy Marketing, Inc. entered into a non-conforming transportation service agreement ("TA 22138") and a related Negotiated Rate Letter Agreement providing for the firm transportation of natural gas for Chesapeake after the completion of Southern Star's Straight Blackwell Expansion Project, an expansion project for which Chesapeake was an anchor shipper. By letter order issued December 15, 2014, the Commission accepted TA 22138 and the Negotiated Rate Letter Agreement as filed.³

In June 2016, in response to an Order from the Oklahoma Corporation Commission that effectively limited the quantities of gas that could be economically produced at Chesapeake's primary receipt point (Location 17006-Rose Valley), and to help Chesapeake to continue to fully utilize available transportation service under TA 22138, Southern Star and Chesapeake Energy Marketing, L.L.C. (formerly Chesapeake Energy Marketing, Inc.) entered into an Amendment of Negotiated Rate Letter Agreement for TA 22138 (referred to hereinafter as the "First Amendment") providing Chesapeake with temporary, limited access to an Alternate Receipt Point (Location 16912-Waynoka) at the agreed upon negotiated reservation rates. The First Amendment allowed Chesapeake to use the Alternate Receipt Point at the negotiated rates only during the period from July 1, 2016 until the earlier of February 1, 2020 or until the effective date of an OCC order eliminating the Arbuckle Saltwater Disposal Limitations and for only up to 19,200 Dth/d during such period. By letter order issued July 20, 2016, the Commission accepted the First Amendment as filed.⁴

In July 2018, Chesapeake Energy Marketing, LLC sold to BCE-Mach its interest in oil and gas assets and mineral leases, and appurtenant facilities located in Alfalfa, Woods, and Woodward Counties, Oklahoma. As a result of this sale, Chesapeake permanently released and assigned all of Chesapeake's firm transportation capacity on Southern Star, including TA 22138 and the amended Negotiated Rate Letter Agreement. This assignment was facilitated by an order from the Commission temporarily waiving the Commission's capacity release regulations.⁵

² *Electronic Tariff Filings*, Order No. 714, 73 FR 57515 (Oct. 3, 2008), FERC Stats. and Regs. ¶ 31,276, at P 104 (2008).

³ *Southern Star Central Gas Pipeline, Inc.*, Letter Order issued December 15, 2014 in Docket No. RP15-186.

⁴ *Southern Star Central Gas Pipeline, Inc.*, Letter Order issued July 20, 2016 in Docket No. RP16-1051.

⁵ *See Chesapeake Energy Marketing, L.L.C. and BCE-Mach LLC*, 162 FERC ¶ 61,277 (2018) and the *Joint Notice of Close of Transactions of Chesapeake Energy Marketing, L.L.C. And BCE-Mach LLC* filed July 18, 2018 in Docket No. RP18-530 (advising that the transactions closed on July 17, 2018).

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The Second Amendment: Southern Star and BCE-Mach intended to amend the Negotiated Rate Letter Agreement to eliminate the restrictions on the use of the Alternate Receipt Point at the negotiated rates. However, on February 1, 2020, the limited access to the Alternate Receipt Point at the negotiated rates expired pursuant to the terms of the First Amendment. Due to administrative oversight, neither Southern Star nor BCE-Mach realized that access to the Alternate Receipt Point had expired and did not discover their mutual error until bills were prepared for February business. The parties entered into the Second Amendment to correct their administrative oversight and mutual mistake by amending the Negotiated Rate Letter Agreement to provide for the unrestricted use of the Alternate Receipt Point at the negotiated rates, effective February 1, 2020.

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 filed agreements, effective February 1, 2020, which is the day on which the Second Amendment to the Negotiated Rate Agreement took effect. For good cause shown, Southern Star also asks for a waiver of Section 28.5 of the General Terms and conditions of its Tariff requiring negotiated rate agreements to be filed with the Commission no later than the business day on which Southern Star commences service at the negotiated rate. 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
Southern Star Central Gas Pipeline, Inc.
4700 Highway 56
Owensboro, KY 42301
Phone: (270) 852-4560
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

and copy 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
collins@wrightlaw.com

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

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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

(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.

March 11, 2020

BCE - Mach LLC
ATTN: Daniel Reineke
14201 Wireless Way, Suite 300
Oklahoma City, OK 73134

Re: Second Amendment of Negotiated Rate Letter Agreement for TA 22138

Dear Daniel:

Reference is made to the Transportation Service Agreement dated October 14, 2014 ("TA 22138") by and between Southern Star Central Gas Pipeline, Inc. ("Southern Star") and BCE-Mach LLC, the successor-in-interest to Chesapeake Energy Marketing, L.L.C., formerly known as Chesapeake Energy Marketing, Inc. ("Shipper"), providing for the firm transportation of natural gas by Southern Star for Shipper. Further reference is made to the Negotiated Rate Letter Agreement for TA 22138 dated October 14, 2014, as amended, ("Negotiated Rate Letter Agreement") between Southern Star and Shipper, wherein Southern Star and Shipper agreed on negotiated rates for such firm transportation service under TA 22138.

Finally, reference is made to the Amendment of Negotiated Rate Letter Agreement for TA 22138 dated June 7, 2016 ("Amendment") between Southern Star and Shipper, which provided Shipper with temporary, limited access to an Alternate Receipt Point at the agreed upon negotiated reservation rates.

To continue to help Shipper to fully utilize the available transportation service under its Contract No. TA 22138, Southern Star has agreed to further amend the Negotiated Rate Letter Agreement to provide Shipper with unlimited access to the Alternate Receipt Point at the agreed upon negotiated reservation rates for the remaining term of the Negotiated Rate Agreement. This amendment shall be filed with the Federal Energy Regulatory Commission ("FERC") and is subject to approval by the FERC.

Accordingly, effective February 1, 2020, Southern Star and Shipper agree as to further amend the Negotiated Rate Letter Agreement for TA 22138 as follows:

1. After "Primary Receipt Point: 17006-Rose Valley" delete the following:

Alternate Receipt Point:	16912-Waynoka (provided, however, that receipts from the Alternate Receipt Point shall qualify for the Negotiated Daily Reservation Rates only during the period from July 1, 2016 until the earlier of February 1, 2020 or until the effective date of an OCC order eliminating the Arbuckle Saltwater Disposal Limitations and for only up to 19,200 Dth/d during such period).
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2. After "Primary Receipt Point: 17006-Rose Valley" insert the following:

Alternate Receipt Point:	16912-Waynoka
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Except as herein amended, the Negotiated Rate Letter Agreement for TA 22138 shall remain unchanged and in full force and effect.

This Second Amendment of Negotiated Rate Letter Agreement for TA 22138 shall be binding upon Southern Star's and Shipper's successors and assigns. Please sign and return this original to Southern Star to indicate your acceptance of this Amendment of Negotiated Rate Letter Agreement for TA 22138.

Respectfully,

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By: _____

Name:

Title:

Date of Execution by Southern Star: _____

AGREED TO AND ACCEPTED the 11th day of March 2020

SHIPPER: BCE – MACH LLC

By: /s/ Daniel Reineke

Name: Daniel Reineke

Title: EVP-Business Development

[Signature page to Second Amendment of Negotiated Rate Letter Agreement for TA 22138.]

Appendix B

Marked Version of the Tariff Records

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2. After "Primary Receipt Point: 17006-Rose Valley" insert the following:

<u>Alternate Receipt Point:</u>	<u>16912-Waynoka</u>
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Except as herein amended, the Negotiated Rate Letter Agreement for TA 22138 shall remain unchanged and in full force and effect.

This Second Amendment of Negotiated Rate Letter Agreement for TA 22138 shall be binding upon Southern Star's and Shipper's successors and assigns. Please sign and return this original to Southern Star to indicate your acceptance of this Amendment of Negotiated Rate Letter Agreement for TA 22138.

Respectfully,

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By: _____

Name: _____

Title: _____

Date of Execution by Southern Star: _____

AGREED TO AND ACCEPTED the 11th day of March 2020

SHIPPER: BCE – MACH LLC

By: /s/ Daniel Reineke

Name: Daniel Reineke

Title: EVP-Business Development

[Signature page to Second Amendment of Negotiated Rate Letter Agreement for TA 22138.]