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TRIAL DOCKET ROOM

December 15, 2016

Mr. David N. Foster
Chief, Utilities Division
Tennessee Regulatory Authority
502 Deaderick Street, 4th Floor
Nashville, TN 37243

Re: Docket No. 15-00042 – Petition of B&W Pipeline, LLC for an Increase in Rates

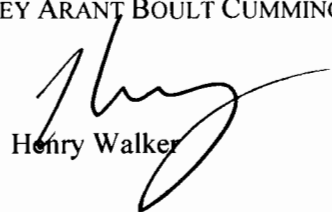
Dear Mr. Foster:

Please accept for filing the attached tariffs (original and four copies) which implement the Authority's "Final Order Denying Reconsideration" issued August 4, 2016 in the above-captioned docket. As ordered by the Authority ("Final Order Setting Rates," March 10, 2016, 15 p. 23) the attached rates have been, and are being, applied to services rendered beginning January 1, 2016.

Sincerely,

BRADLEY ARANT BOULT CUMMINGS LLP

By:


Henry Walker

HW/dbi
Attachment
cc: Vance Broemel

207335-301001
7/3737111.1

B&W PIPELINE

**10025 INVESTMENT DRIVE, SUITE 160
KNOXVILLE, TENNESSEE 37932**

**TRA NO.1
GAS TARIFF**



B&W PIPELINE
GAS TARIFF
TRA NO. 1

**B&W PIPELINE
GAS TARIFF
TRA NO. 1
TENNESSEE REGULATORY AUTHORITY
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ISSUED:
ISSUED BY: RAFAEL RAMON

EFFECTIVE: JANUARY 1, 2016

RATE SCHEDULE T-1
Transportation Service

AVAILABILITY

Transportation Service shall be subject to the following terms:

1. Service under this tariff will be determined based upon capacity availability as assessed by B&W Pipeline (Company). This capacity assessment may result in the decision to not service additional customers when their potential capacity demand may, at the Company's judgment, adversely affect the Company's ability to provide service to its existing customers.
2. Customer must be on or adjacent to the Company's existing mains and the mains shall, in the Company's judgment, be adequate to service the Customer's requirements without impairing service to other customers.
3. To ensure measurement integrity, each delivery point will constitute an indivisible measurement reading attributable to a single customer.

MONTHLY BASE RATE

Customer Base Use Charge	A fixed charge totaling \$210,624 per year, billed in 12 equal monthly installments of \$17,552 and allocated to the Company's customers in accordance with the terms of the TRA Order in Docket 15-00042.
Volumetric Charge	A volumetric charge of \$0.3081 per Mcf * Current Monthly Transportation Volumes intended to recover \$70,211 per year.

MINIMUM BILL

The Minimum Monthly Bill shall be the Fixed Charge as shown in the Monthly Base Rate as stated above and shall be due and payable in addition to any and all other applicable charges due under this Rate Schedule.

PAYMENT TERMS

All bills for service are due upon presentation. The stated amount shown on the bill shall apply if payment is received on or before the date as specified on the bill. Payments received after that date shall include a late payment penalty of five percent (5%) per month.

RATE SCHEDULE T-1 (Continued)
Transportation Service

OTHER TERMS AND CONDITIONS

It is the intent that the Customer at all times receives the contract entitlement of gas supply from transportation service. The total maximum capacity availability of the Pipeline is 1,000 MCF/day. Service hereunder, however, shall be subject to the Company's Schedule for Limiting and Curtailing Gas Service as filed with the Tennessee Regulatory Authority.

The customers' total Daily Contract Entitlement is 1,000 MCF a day. Nothing in this agreement is intended or shall be deemed to obligate the Company to redeliver any gas to its customers if its customers have not previously caused an equal volume of gas (adjusted by shrinkage) to be injected into the pipeline in accordance to this Agreement.

In accordance with the terms set forth by the TRA Order in Docket 15-00042 and on the basis of the proportional annual usage and fixed Customer Base Use Charge. Navitas' Daily Contract Entitlement is 790 MCF per day and B&W Affiliate's Daily Contract Entitlement is 210 MCF per day. In no event the Company is obligated to deliver to its customers more than the Daily Contract Entitlement.

In the event a Customer takes daily gas deliveries in excess of the Customer's Daily Contract Entitlement where such volume is measured and recorded on a daily basis or in the event a Customer does not comply with a curtailment order as directed by the Company and takes gas in excess of the daily volume allowed by the Company, the transportation of such gas taken in excess of the Customer's Daily Gas Contracted Entitlement or curtailment volumes shall be paid for by the Customer at the greater of the current Volumetric Charge plus \$5.00 per Mcf and all applicable pipeline and/or gas supplier penalties and/or charges because of the Customer's failure to comply with a curtailment order as directed by the Company. These additional charges shall be in addition to all other charges payable under this Rate Schedule.

The payment of a charge for unauthorized over-run shall not under any circumstances be considered as giving any such Customer the right to take unauthorized over-run volumes, nor shall such payment be considered as a substitute for any other remedies available to Company against Customer for failure to respect its obligations to adhere to the provisions of its contract with the Company. The curtailment of gas deliveries in whole or in part under this schedule shall not be the basis for claims against the Company for any damages sustained by the Customers.

DATA COLLECTION EQUIPMENT

Customers provided service under this Rate Schedule shall be required to pay for the cost and installation of the Data Collection equipment (includes applicable income taxes) for the benefit of the Company. The Customer may elect to have the Data Collection equipment, other than the meter, installed by a qualified third party in accordance with the Company's specification. The meter and the connection of the data collection equipment to the meter shall be performed by the Company. All Customers shall also be required to pay the cost of any power, telephone lines, or wireless facilities necessary for the operation of such equipment.

RATE SCHEDULE T-1 (Continued)
Transportation Service

DELIVERY POINT MEASUREMENTS

The Company is responsible for measuring flow through each delivery point. As compensation for this work, the Company will charge the corresponding Customer a monthly fee of \$50.00 per delivery point.

SHRINKAGE

The Company will retain up to ten percent (10.0%) of all volumes delivered to the Company for shrinkage, which shall be allocated based on volumes delivered to each Delivery Point during the same month in which the transportation services were rendered.

BALANCING

It shall be the Customer's responsibility to maintain a daily and monthly balance with the Company to insure system integrity and avoid any assessment of penalties against the Company by the Interstate Pipelines. To insure such, Customers are required to nominate on a daily basis. If the Company is assessed a penalty by a Customer's transporting pipeline, the Company shall have the right to pass-through all such penalties to the Customer to the extent the Customer or Customer's agent is responsible for causing the Company to be assessed such penalties.

CASH OUT OF MONTHLY IMBALANCES

Any difference between the quantities delivered to the Company for the account of the Customer for the month, and the quantities consumed by the Customer as metered for the month after adjustment for shrinkage as described above, shall be the monthly imbalance. This imbalance shall be resolved monthly by "cashing out" the imbalance as it is known at that time. In lieu of payment, either Party may correct the imbalance with equivalent volumes of gas.

LIMITING AND CURTAILING GAS SERVICE

Transportation Service hereunder shall be subject to the Company's Schedule for Limiting and Curtailing Gas Service as filed with the Tennessee Regulatory Authority.

POSSESSION OF GAS

After Customers deliver gas or cause gas to be delivered to the Company, the Company shall be deemed to be in control and possession of the gas until it is redelivered to the Customer. The Customer shall have no responsibility with respect to any gas deliverable to The Company or on account of anything which may be done, happen or arise, with respect to such gas until The Company delivers such gas to the Customer. The Company shall have no responsibility with respect to such gas before the Customer delivers such gas to the Company or after The Company redelivers such gas to the Customer or on account of anything which may be done, happen or arise with respect to such gas before such delivery or after such redelivery. The Company may commingle gas for delivery to the Customer with other volumes in its possession.

RATE SCHEDULE T-1 (Continued)
Transportation Service

WARRANTY OF TITLE TO GAS

Customer warrants that it will have title to the gas at all times during transport on the Pipeline. Customer will indemnify The Company and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said gas, including claims for any royalties, taxes, license fees or charges applicable to such gas or to the delivery thereof to The Company for transportation.

SPECIAL TERMS AND CONDITIONS

This schedule is subject to interruption on one-half-hours' notice given by the Company by telephone or otherwise. The Company will curtail transportation gas service to the Customers under this schedule in order to prevent a shortage of gas for the use of Customers under the Company's other rate schedules.

Customer shall immediately discontinue the use of transportation gas service, to the extent of curtailment ordered, when and as directed by the Company; and authorized representatives of the Company shall have at all times the right of ingress and egress to the Customer's premises. Upon determination by the Company that the necessity for curtailment has ceased, the Company shall so notify the Customer by telephone or otherwise and the Customer shall not resume service until so notified.

GENERAL TERMS AND CONDITIONS

Transportation service hereunder shall be subject to the Company's rules and regulations as filed with the Tennessee Regulatory Authority. The effectiveness of this tariff sheet will terminate should it be determined by the Tennessee Regulatory Authority that the limiting provisions contained in Paragraph 1 of the availability section of this rate schedule are required to be implemented.

RATE SCHEDULE T-2
Schedule for Limiting and Curtailing Transportation Service

SUPPLY OR CAPACITY RELATED CURTAILMENTS

In the event that the Company is forced to curtail its services, the Company will proceed with curtailment considering end use, impact on the local economy, and The Rules, Regulations, and Orders of the TRA and Laws of the State of Tennessee.

Under no circumstances will the Company be held liable by its Customers for any disturbances arising from any temporary interruption of Gas Transportation Service, whether total or partial, during times when a curtailment order from the Company is in effect.

B&W PIPELINE

10025 INVESTMENT DRIVE, SUITE 160

KNOXVILLE, TENNESSEE 37932

TRA NO. 2

RULES AND REGULATIONS



APPLICABILITY

These rules and regulations are applicable to the Customers serviced by B&W Pipeline (Company) within its certificated service territory in Tennessee.

DEFINITIONS

Applicant	means any person who has made application to the Company for transportation service.
Authority	means the Tennessee Regulatory Authority.
Business Day	means any day from Monday through Friday inclusive, excluding any holiday observed by the Company.
Company	means B&W Pipeline.
Customer	means an individual, firm, or organization that purchases transportation service at one location.
Daily Contract Entitlement	means the maximum daily transportation capacity allocation to each customer expressed in MCF per day, based on their proportional annual usage and fixed Customer Base Use Charge in accordance with the terms set forth by the TRA Order in Docket 15-00042
Delivery Point	means the point(s) at which gas leaves a transporter's system completing the transportation service transaction between the Company and the transportation service Customer.
Delivery Point Operator	the Company will solely manage and control the facilities and the gas moving through those facilities at the Delivery Point.
Fixed Charge	means the non-variable portion of the Company's rates that are charged to the Company's Customers. Currently, the TRA has set the total annual Fixed Charge revenues for the current customers at \$210,624 or \$17,552 per month and allocated to the Company's customers in accordance with the terms of the TRA Order in Docket 15-00042.
Gas or Natural Gas	means any mixture of hydrocarbons or of hydrocarbons and noncombustible gases in a gaseous state, consisting predominantly of methane.

DEFINITIONS (Continued)

Gas Transportation Service	means the service of transporting natural gas through the Company's mains from the receipt point(s) to the Customer's delivery point(s).
Imbalance	means the difference between the volumes of Gas received on behalf of a Customer and the volumes of Gas delivered by the Company to said Customer after adjusting for shrinkage.
Main	means the Company's gas pipeline used to offer Gas Transportation Service.
MCF	means thousand cubic feet in standard conditions.
Month	means the period beginning on the first Day of a calendar month and ending on the beginning of the first Day of the next succeeding calendar month.
Tariff	means all Rate Schedules, Terms of Service, and Rules and Regulations approved by the Authority relative to Gas Transportation Service provided by the Company.
Receipt Points	means the natural gas intake points to which the providers deliver gas into the company's mains for transportation to the delivery point (s)
Service	means Gas Transportation Service.
Service Line	means the customer's gas line laid downstream from the delivery point. All service lines are the Customers' sole responsibility.
Volumetric Charge	means the variable throughput portion of the Company's rates that are charged to the Company's Customers at \$0.3081 per Mcf * Current Monthly Transportation Volumes.

APPLICATION FOR SERVICE

The Company upon application for service and the acceptance thereof by the Company will render Service to qualified customers. No Gas Provider may deliver gas to the Company's mains without having previously been authorized by the Company to do so.

DELIVERY POINTS

The Company must previously approve each Delivery Point proposed by the Customer before it can begin service. The Company may at its sole discretion disconnect any Delivery Points that does not meet its quality and safety specifications.

RECEIPT POINTS

The Company must previously approve each Receipt Point proposed by the Customer before it can begin service. The Company may at its sole discretion disconnect any Receipt Points that does not meet its quality and safety specifications.

TERM

Service taken under this rate shall be by contract for a term of one (1) year. Once a qualified Customer elects service under this Rate Schedule, all service will be provided under the terms and conditions of this Rate Schedule for a term extending through December 31st.

If the parties are unable to agree on the terms and conditions of a new agreement, the current Agreement will remain in effect until the effective date of a new final order of the Tennessee Regulatory Authority changing the rates, terms, or conditions of this Agreement.

EARLY TERMINATION OF GAS TRANSPORTATION SERVICE

Gas Transportation Service may be terminated:

(1) By the Customer:

A Customer may elect to discontinue service for the following year under this Rate Schedule by giving written notice to the Company by September 1st of ongoing year. Upon proper notice, the Customer's service shall be discontinued effective December 31st of the ongoing year.

(2) By the Company:

Service may be refused or discontinued for any of the reasons listed below. Unless otherwise stated, the Company shall comply with the notice requirements before service is discontinued. However, no service shall be discontinued on the day or a date preceding a day or days on which the services of the Company are not available to the general public for the purpose of reconnecting the discontinued service or during any 24-hour period, as measured from 8:00am on the planned date of termination, where the forecasted low temperature, as determined by the National Weather Service, is 32 degrees Fahrenheit or below, except as provided in (a), (b), (c) and (d) below:

a. Without notice in the event of a condition determined by the Company to be hazardous.

- b. Without notice in the event of Customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- c. Without notice if there is evidence of tampering with the equipment furnished and owned by the Company
- d. Without notice if there is evidence of unauthorized use.
- e. For violation of and/or non-compliance with the Company's rules on file with and approved by the Authority.
- f. For failure of the Customer to fulfill his contractual obligations for service and/or facilities subject to regulations by the Authority.
- g. For failure of the Customer to permit the Company reasonable access to its equipment.
- h. For non-payment of delinquent account.

Gas Transportation Service to any gas Customer may not be terminated by the Company without reasonable prior notice where required and the Customer being given reasonable opportunity to dispute the reasons for such termination.

Termination of Gas Transportation Service by either Customer or Company shall not relieve Customer from the obligation to pay Company for services rendered prior to the effective date of such termination.

APPARATUS-EASEMENTS

Customer's Lines: All lines and equipment except the Company's meters and accessories on the Customer's side of delivery point, necessary to utilize service furnished by the Company, must be installed and maintained by and at the expense of the Customer. The Customer's lines shall terminate at the point of delivery, in a manner satisfactory to the Company, for connection with the Company's lines or apparatus.

COMPANY PROPERTY

All apparatus, instruments, meters and materials supplied at the expense of the Company shall remain its property, and any other property installed at the expense of the Company, shall belong to the Company.

INSPECTION BY COMPANY

The Company is willing to assist the Customer by advice as to the installation of the Customer's apparatus and to examine the Customer's installation, and may refuse to make connection or to commence or continue service whenever such installation is not in proper condition; but no inspection by the Company, nor any failure by it to object to the Customers' installation, shall render the Company in any way liable for any damage or injury resulting from any defective installation made by the Customer.

RIGHT OF WAY

The Customer shall make or procure satisfactory conveyance to the Company of right of way for the Company's lines and apparatus across and upon the property owned and controlled by the Customer, necessary or incidental to the furnishing of service.

TESTS AND ADJUSTMENTS

The Company, at any time upon the request of the Customers, will test the meter of such Customer within five days after receipt of such request, provided the Customer will accept the result of such test as a basis for the settlement of the Customer's account. If any such test shall show the average error of the meter to

be less than 2%, the Customer shall pay the expense of the test; except that where the meter has not been tested at the request of the Customer within five (5) year period immediately preceding such request, the test will be made without charge to the Customer. The Company may at any time at its own expense test any of its meters. If on test of a Customer's meter, either by the Company or by the Authority, such meter shall be found to have a percentage of error greater than 2%, the following provisions for the adjustment of bill shall be observed.

Fast Meters: When a meter is found to be fast in excess of 2%, the Company shall refund to the Customer an amount equal to the excess charged for the gas incorrectly metered. The period over which the correction is to be made shall be the time elapsed since the last previous test, provided, however, the period shall not exceed six (6) months. No part of the Customer Base Use Charge shall be refunded.

Slow Meters: When a meter is found to be slow in excess of 2%, the Company may make a charge to the Customer for the gas incorrectly metered. The period over which the correction is to be computed shall be the time elapsed since the last previous test, provided, however, the period shall not exceed six (6) months.

Failure to Register: If a meter is found not to register for any period, the Company will estimate and charge for the gas used by averaging the amounts registered over similar periods and under similar conditions preceding or subsequent thereto, or over corresponding periods in previous years.

Company's Rights: The properly authorized employees of the Company shall at all times have the right of access to the premises into which gas has been introduced, for the purpose of examining the general service or to read, inspect, test, repair, replace or remove its meter or other equipment, or for such other purposes as may be necessary for the protection of the Company. In case of any willful, intentional, or unnecessary injury to or interference with the meter or any connection made to the house lines or services, the meter at the option of the Company may be removed, the service line cut off, and service discontinued.

BILLS, PAYMENTS, NON-PAYMENTS

Payment of bills for service rendered must be received by the due date as stated on the Customer's bill, which shall be thirty (30) days from the date billed. Bills for Gas Transportation Service shall be subject to a 5% per month late payment charge if payment is not received timely.

If the Customer shall fail to pay a bill after it has become delinquent, the Company may, seven (7) days after notice to the Customer, discontinue service. Whenever the Company has issued a service suspension notice to a Customer for non-payment of a gas bill, the Company may require a deposit equivalent to the Customer's average monthly bill for re-connection.

MISCELLANEOUS REGULATIONS

The Customer Agrees:

- (1) To be responsible for all damages to, or loss of, the Company's property located upon his premises, unless occasioned by fire or by the Company's negligence.

B&W PIPELINE
RULES & REGULATIONS
TRA NO. 2

Original Sheet No. 6

- (2) To use gas supplied through Company's meter only; and if such meter is found defective by the Company, the Company may repair or replace same.
- (3) It is understood that the Company shall be under no duty to inspect, repair or maintain the service of other lines, connections, equipment or appliances located on the premises of the Customer.
- (4) Company shall have the right to make other or additional rules and regulations at any time, and the furnishing of gas hereunder shall not constitute a waiver of any prior or present claim or right held by Company against Customer.

ISSUED:

EFFECTIVE: JANUARY 1, 2016