EQUITRANS℠

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October 27, 2015

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

Re: Equitrans, L.P.
Equitrans Expansion Project
Docket No. CP16-___-000
Application for Certificate of Public Convenience and Necessary and Abandonment Authority

Dear Ms. Bose:

Pursuant to Sections 7(b) and 7(c) of the Natural Gas Act and Part 157 of the regulations of the Federal Energy Regulatory Commission ("Commission"), Equitrans, L.P. ("Equitrans") herein submits the attached application ("Application") requesting a certificate of public convenience and necessity to construct, own, and operate (i) approximately 7.87 miles of pipeline in multiple locations; (ii) a new 31,300 nominal horsepower ("HP") compressor station; (iii) a new interconnect with Mountain Valley Pipeline, LLC's planned pipeline system; and (iv) ancillary facilities. Equitrans also requests authority to abandon an existing 4,800 HP compressor station following the construction of the new compressor station. The proposed facilities and abandonment comprise the Equitrans Expansion Project.

Information Submitted

This Application contains public information, Critical Energy Infrastructure Information ("CEII") and privileged information and is organized as follows consistent with the Commission's filing guidelines:

- **Volume I – Public.** Application and Exhibits, excluding Exhibit F-I and Privileged and CEII materials.
- **Volume II – Public.** Environmental Report (Exhibit F-I), excluding Privileged and CEII materials.
- **Volume III – CEII.** Flow diagrams and hydraulic flow models (Exhibits G, G-I, and G-II) and plot plans.
- **Volume IV – Privileged.** Landowner information and confidential, proprietary contractual and internal information.

Volume III contains information that is customarily treated as CEII. The documents in this volume are labeled "Contains Critical Energy Infrastructure Information – Do Not

Release." Equitrans requests that, pursuant to 18 C.F.R. § 388.112, the Commission treat the information filed in Volume III as CEII and not release such information to the public. In addition, Volume IV includes information that is customarily treated as privileged and confidential. The documents in this volume are labeled "Contains Privileged Information – Do Not Release." Equitrans requests that, pursuant to 18 C.F.R. § 388.112, the Commission treat the information filed in Volume IV as privileged and confidential and not release such information to the public.

The person to be contacted regarding the request to treat Volumes III and IV as privileged information is Paul Diehl, (412) 395-5540 or pdiehl@eqt.com.

Equitrans is submitting its Form of Confidentiality and Protective Agreement as Exhibit Z-4 hereto. Pursuant to 18 C.F.R. § 388.112, Equitrans reserves the right to object to the disclosure of CEII or privileged information filed with the Commission.

Equitrans has filed this Application using the Commission's e-filing system. As requested by the Commission Staff, Equitrans will provide two copies of this Application directly to Paul Friedman and one copy to OEP Room 62-46.

If you have any questions regarding this filing, please do not hesitate to contact me at (412) 553-5786 or meggerding@eqt.com. Thank you.

Respectfully submitted,

EQUITRANS, L.P.

Matthew Eggerding
Counsel, Midstream

Attachments

UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

ABBREVIATED APPLICATION OF EQUITRANS, L.P. FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY AND ABANDONMENT AUTHORITY

Docket Nos. CP16-___-000
PF15-22-000

Filed: October 27, 2015

UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

Equitrans, L.P.	)	Docket Nos. CP16-___-000
	)	PF15-22-000

ABBREVIATED APPLICATION OF EQUITRANS L.P.
FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
AND ABANDONMENT AUTHORITY

Pursuant to Sections 7(b) and 7(c) of the Natural Gas Act, as amended ("NGA"),[1] and Part 157 of the regulations of the Federal Energy Regulatory Commission ("Commission"),[2] Equitrans, L.P. ("Equitrans" or "Applicant") hereby submits this application ("Application") seeking a certificate of public convenience and necessity to construct, own, and operate (i) approximately 7.87 miles of pipeline in Allegheny, Washington, and Greene Counties, Pennsylvania and Wetzel County, West Virginia; (ii) a new 31,300 nominal horsepower ("HP") compressor station (the "Redhook Compressor Station") in Greene County, Pennsylvania; (iii) a new interconnect in Wetzel County, West Virginia with Mountain Valley Pipeline, LLC's ("Mountain Valley") planned pipeline system (the "Webster Interconnect"); and (iv) ancillary facilities. Equitrans also seeks authority to abandon an existing 4,800 HP compressor station in Greene County, Pennsylvania (the "Pratt Compressor Station") following the construction of the new Redhook Compressor Station. The proposed facilities and abandonment comprise the Equitrans Expansion Project, which is referred to herein as the "Project."

The authorizations requested herein will allow Equitrans to provide for an additional 600,000 dekatherms per day ("Dth/d") of north-south firm capacity on the Equitrans system. The creation of this expansion capacity will provide shippers with additional flexibility to

[1] 15 U.S.C. §§ 717f(b), (c) (2006).

[2] 18 C.F.R. §§ 157.7, 157.14, and 157.18 (2015).

transport natural gas produced in the central Appalachian Basin to meet the growing demand by local distribution companies, industrial users, and power generation facilities located in the local, northeastern, Mid-Atlantic and southeastern regions of the United States. In addition to providing shippers with capacity to Mountain Valley, the Project will provide additional pipeline capacity to existing interconnects with Texas Eastern Transmission, L.P. ("Texas Eastern"), Dominion Transmission, Inc. ("Dominion"), and Columbia Gas Transmission, LLC ("Columbia"). The Project will also increase system reliability, efficiency, and operational flexibility for the benefit of all Equitrans customers.

Equitrans proposes to commence construction of the Project in December 2016. Equitrans therefore respectfully requests the issuance of the certificate of public convenience and necessity, abandonment authorization, and other approvals requested herein no later than October 15, 2016. In support of this Application and pursuant to the Commission's regulations, Equitrans submits as follows:

I. DESCRIPTION OF EQUITRANS

The exact legal name of the Applicant is Equitrans, L.P. Equitrans is a Pennsylvania limited partnership that owns and operates an interstate natural gas pipeline system subject to the jurisdiction of the Commission pursuant to the NGA. Equitrans is currently owned ninety-seven and one-quarter percent (97.25%) by Equitrans Investments, LLC, a subsidiary of EQT Midstream Partners, LP, and two and three-quarters percent (2.75%) by Equitrans Services, LLC, also a subsidiary of EQT Midstream Partners, LP. Equitrans' principal office is located at 625 Liberty Avenue, Suite 1700, Pittsburgh, Pennsylvania 15222-3111. Equitrans is authorized to do business in Pennsylvania, West Virginia, and Ohio.

Equitrans is a "natural-gas company" within the definition of Section 2(6) of the NGA, 15 U.S.C. § 717a(6), and is engaged in the business of gathering, storing, and transporting natural gas in interstate commerce subject to the jurisdiction of the Commission. Equitrans' current systems are located in northern West Virginia and southwestern Pennsylvania. Equitrans provides open-access transportation service under its Subpart G blanket transportation certificate, including service to local distribution companies serving the City of Pittsburgh and surrounding areas, pursuant to the rates, terms, and conditions set forth in its Tariff.

II. CORRESPONDENCE AND COMMUNICATIONS

Communications and correspondence regarding this Application should be directed to:

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III. PRE-FILING PROCESS

On April 1, 2015, Equitrans requested Commission authorization to initiate pre-filing procedures under the Commission's regulations. The Commission approved this request in Docket No. PF15-22-000 on April 9, 2015. During the pre-filing process, Equitrans engaged in a collaborative process with Commission Staff, landowners, state and local agencies, and other interested stakeholders to provide input and consultation. Equitrans conducted two open houses during May 2015 to introduce the Project to the public, solicit public input, answer questions, and further define the Project based upon the input received. Pursuant to Section 157.21 of the

Commission's regulations,[3] Equitrans filed drafts of the environmental report required under Section 380.12 for review and comment.[4] Equitrans' participation in the pre-filing process has allowed Equitrans to present the Commission with a Project that better addresses stakeholder concerns.

IV. OPEN SEASON AND PRECEDENT AGREEMENT

Equitrans conducted a non-binding open season for firm transportation from March 5, 2015 through March 20, 2015, to provide all market participants the opportunity to identify transmission capacity needs at existing or new receipt points on Equitrans' system, with potential deliveries to existing and future interconnects, including interconnects with Texas Eastern, Dominion, and Mountain Valley. Following the open seasons, Equitrans continued to market its system expansion and began to negotiate with prospective shippers. Equitrans offered all potential customers the opportunity to become an anchor shipper or a standard shipper for the Project through its open season process. Ultimately, Equitrans executed a precedent agreement for a long-term negotiated rate service agreement with a shipper (the "Project Shipper") for 400,000 Dth/d of firm transportation service on the Project (the "Precedent Agreement"). A copy of the Precedent Agreement is attached hereto as Exhibit I.[5]

Equitrans has sized the Project based on the projections for the rapid and continued development of production in the central Appalachian Basin. Specifically, as noted above, Equitrans has a signed commitment for 400,000 Dth/d of firm transportation capacity, out of the

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[3] 18 C.F.R. § 157.21 (2015).

[4] 18 C.F.R. § 380.12 (2015).

[5] The Precedent Agreement contains commercially-sensitive information. As such, Equitrans has filed a redacted copy of the Precedent Agreement as public and an unredacted copy of the Precedent Agreement as non-public and has labeled it "Contains Privileged Information – Do Not Release."

Project's design capacity of 600,000 Dth/d. Equitrans continues to market the unsubscribed capacity that remains. Based on the production forecast for the central Appalachian Basin and the growing demand for natural gas from local distribution companies, industrial users, and power generation facilities located in the local, northeastern, Mid-Atlantic and southeastern regions, Equitrans anticipates that the demand for transportation capacity on the Project will increase. Equitrans will bear the risk of recovering the Project's costs if it is not fully subscribed.

As described in the Precedent Agreement, the Project Shipper received the following incentives or benefits as an Anchor Shipper, subject to Commission approval: (1) no prorationing of its contract quantity in the open season until other shippers' quantities have been reduced; (2) contractual extension or roll-over rights at the end of the 20-year primary term and a right of first refusal at the end of any extension or roll-over term; (3) an actualized fuel rate to be calculated and trued-up annually; (4) a right of first refusal on firm capacity created on the Project between any early service commencement date and the full in-service date of the Project; (5) a most-favored nations right extending through the first five years of service entitling the Project Shipper to any lower negotiated rate agreed to with another shipper for service for at least a five year term on a specified path on the Project; and (6) a negotiated rate applicable to the shipper's maximum daily quantity. Equitrans offered these incentives to obtain the capacity commitments it required to advance the Project and to recognize Project Shipper's financial commitments to the Project. The Commission's policy is to accept non-conforming provisions for initial shippers as permissible if they will not present any risk of undue discrimination, affect the operational conditions of providing service, or result in a shipper receiving a different quality of service from that available to other shippers.[6] Equitrans submits that all of the provisions applicable to its Anchor Shipper should be accepted as permissible pursuant to these standards. Upon Commission approval of the Project, Equitrans and the Project Shipper will enter into a long-term firm transportation agreement at negotiated rates for the subscribed capacity. Equitrans will file tariff records reflecting its negotiated rate agreements with its shippers, including any non-conforming provisions, within 30 to 60 days prior to when the underlying negotiated rates are proposed to become effective. In addition to holding an open season, Equitrans simultaneously solicited offers from its shippers to permanently relinquish capacity that could be used to provide transportation service to shippers as part of this Project. Equitrans did not receive any offers to turn back capacity.

V. DESCRIPTION OF PROPOSAL

Equitrans seeks authorization pursuant to NGA Section 7(c) to construct, own, and operate new pipeline facilities, a new compressor station, and additional ancillary pipeline facilities. Equitrans also seeks authorization pursuant to NGA Section 7(b) to abandon an existing compressor station and associated ancillary facilities. The Project is designed to add up to 600,000 Dth/d of incremental north-south firm capacity to bring natural gas from the central Appalachian Basin into the interstate pipeline grid. Details regarding the facilities proposed to be constructed and abandoned are set forth below:

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[6] [6] *See, e.g.*, *Gulf South Pipeline Co., LP*, 149 FERC ¶ 61,174 at P 104 (2014); *Sierrita Gas Pipeline, LLC*, 147 FERC ¶ 61,192 at P 104 (2014); *Transcontinental Gas Pipe Line Corp., LLC*, 145 FERC ¶ 61,152 at P 34 (2013); *Tennessee Gas Pipeline Co.*, 144 FERC ¶ 61,219 at P 32 (2013); *Tennessee Gas Pipeline Co.*, 140 FERC ¶ 61,120 at P 25 (2012); *Tennessee Gas Pipeline Co.*, 139 FERC ¶ 61,161 at P 37 (2012); *Texas Eastern Transmission, LP*, 139 FERC ¶ 61,138 at P 56 (2012).

A. Facilities Proposed To Be Constructed Pursuant To NGA Section 7(c)

Pipeline Facilities

In total, the Project includes approximately 7.87 miles of pipeline:

- *H-316 Pipeline* - Approximately 2.99 miles of new 30-inch-diameter pipeline with a 1,200 pounds per square inch gauge ("psig") Maximum Allowable Operating Pressure ("MAOP"). The pipeline will generally run east-west and will be located in Greene County, Pennsylvania, following an existing Texas Eastern corridor. The H-316 pipeline will move gas from the new Redhook Compressor Station, described below, to Equitrans' existing H-302 pipeline for delivery to the existing interconnect with Texas Eastern or south to Mountain Valley.
- *H-318 Pipeline* - Approximately 4.26 miles of new 20-inch-diameter pipeline with a 1,200 psig MAOP. The pipeline will generally run east-west and will be located in Allegheny and Washington Counties, Pennsylvania in the northern portion of Equitrans' system. The H-318 pipeline will move gas from the Applegate Gathering System, which is operated by EQT Gathering, LLC, to Equitrans' existing H-148 pipeline for delivery south.
- *Secondary Pipelines* - Four shorter pipelines, the M-80, the H-158, the H-305 and the H-319 pipelines (with a total length of 0.62 mile), will be modified or constructed as part of the Project.
    - The M-80 pipeline is an existing 1.38-mile, 6-inch diameter pipeline that currently moves gas to the Pratt Compressor Station, but will be required to be extended by 0.2 mile to move gas to the new Redhook Compressor Station.

- The H-158 pipeline is an existing 1.42-mile, 12-inch diameter pipeline that also currently moves gas to the Pratt Compressor Station, but will be required to be extended by 0.2 mile to move gas to the new Redhook Compressor Station.
- The H-305 pipeline is a new 24-inch diameter pipeline extension with a 1,200 psig MAOP, approximately 550 feet in length, that will move gas from the new Redhook Compressor Station to Equitrans' existing H-305 pipeline located at Equitrans' existing Braden Run Interconnect with Texas Eastern.
- The H-319 pipeline is a new 16-inch diameter pipeline with a 1,200 psig MAOP, approximately 200 feet in length, that will connect Equitrans' existing H-306 pipeline to the Webster Interconnect, which is described in further detail below.

<u>Redhook Compressor Station</u>

- The new Redhook Compressor Station will include up to approximately 31,300 nominal HP of compression. The compressors at the new Redhook Compressor Station will be driven by two natural gas-fired reciprocating engines and two natural gas-fired turbine engines. A sixty-foot communication tower will also be constructed on the Redhook Compressor Station site.
- The new Redhook Compressor Station will add system capacity to the following proposed and existing interconnects: (1) Mountain Valley at the new Webster Interconnect, (2) Texas Eastern at the existing Jefferson interconnect using the new H-316 pipeline, (3) Dominion at the two existing interconnects at the Pratt

Compressor Station site (see below), and (4) Columbia at the existing Rhinehart interconnect using the existing H-117 pipeline.

Webster Interconnect

- The Webster Interconnect will be a new custody-transfer interconnect station between Equitrans and Mountain Valley. It will include meters, pressure/flow control valves, isolation block valves, and associated instrumentation and controls in order to measure and control the flow of natural gas between Equitrans and Mountain Valley.
- The Webster Interconnect site will be located in a fenced and gated area, as close as practicable to the actual intersection of Equitrans' existing H-306 pipeline and Mountain Valley's proposed H-600 pipeline in order to keep the length of the interconnecting piping to a minimum.

Ancillary Facilities

- The ancillary facilities associated with the Project will include two taps, a riser, and associated piping and valving (together, the "Mobley Tap") that will feed into a new interconnect that Mountain Valley has proposed with Equitrans' existing H-302 pipeline in Wetzel County, West Virginia (which Mountain Valley refers to as the "Mobley Interconnect").[7]
- Launching and receiving facilities will be installed at the beginning and at the end of each of the lines of the Project, and at certain other points as identified in the resource reports included in Exhibit F-I. The launcher and receiver stations will be designed to

[7] Mountain Valley will construct the Mobley Interconnect as part of its separate project (Docket Nos. PF15-3-000, CP16-10-000). The Mobley Interconnect will be located in a fenced and gated area as close as practicable to the actual intersection of the Equitrans' existing H-302 and Mountain Valley's proposed H-600 pipelines in order to keep the length of the interconnecting piping to a minimum.

accommodate smart pigs for periodic internal inspections of the pipeline during operations. These facilities will meet the same standards and regulatory requirements established for the pipelines.

- Main Line Valves (MLVs) will be installed within the proposed new Redhook Compressor Station site and/or completely within the Project's permanent right-of-way, at locations dictated by pipeline class in accordance with 49 CFR Part 192.179(a). The installation of the MLVs will meet the same standards and requirements established for the construction of the compressor station and the pipeline. Equitrans will attempt to locate these MLVs as close to existing roads as possible to minimize impact on property and provide easy access for Equitrans maintenance personnel.

B. Facilities To Be Abandoned Pursuant To NGA Section 7(b)

- Following the in-service date of the Redhook Compressor Station, the Pratt Compressor Station and certain associated facilities will be abandoned.
- At the existing Pratt Compressor Station, Equitrans proposes to abandon (i) 4,800 HP of compression facilities (two compressor units at 1,080 HP each, and three compressor units at 880 HP each), (ii) the station building, coolers, storage tanks, auxiliary equipment and related piping, and (iii) portions of the M-80 and H-158 pipelines, which will be rerouted from the Pratt Compressor Station to the Redhook Compressor Station.
- At the existing Pratt Compressor Station, Equitrans proposes to retain certain facilities, including the two existing interconnects with Dominion, the yard fencing and lighting, and other minor facilities.

C. Anticipated Construction Schedule

Upon receiving authorization from the Commission for the construction, installation, modification, operation, and maintenance of the Project, Equitrans anticipates that it will begin to clear trees and vegetation on the Redhook Compressor Station property no later than December 2016 and commence all remaining construction activities no later than March 2017. Equitrans plans to place certain Project facilities in service during December 2017 (pipelines and interconnects) and April 2018 (Redhook Compressor Station), and to complete the Project, including the decommissioning of the Pratt Compressor Station, by no later than December 2018. Equitrans is proposing this construction timeline in order to accommodate narrow construction windows due to weather issues and anticipated environmental and seasonal constraints on clearing trees and vegetation and on pipeline construction, as well as to minimize outages and maintain adequate levels of service to meet its existing commitments to its shippers during the construction and installation of the Project described herein. Therefore, in order to allow Equitrans to complete materials procurement and construction of the Project in a timeframe compatible with the in-service dates of the facilities, Equitrans respectfully requests that the Commission grant the requested authorizations no later than October 15, 2016.

D. Estimated Costs

The estimated total cost of the Project, including contingency, overheads, and Allowance for Funds Used During Construction, as detailed in the attached Exhibit K, will be approximately $172 million.

VI. PUBLIC CONVENIENCE AND NECESSITY

The Commission's Statement of Policy on the Certification of New Interstate Natural Gas Facilities established criteria for determining whether there is a need for a proposed project and whether the proposed project will serve the public interest.[8] The Certificate Policy Statement explains that, in deciding whether to authorize the construction of major new pipeline facilities, the Commission balances the public benefits of the project against the project's potential adverse consequences.[9] The stated goal is to give appropriate consideration to the enhancement of competitive transportation alternatives, the possibility of overbuilding, prevention of subsidization by existing customers, the applicant's responsibility for unsubscribed capacity, the avoidance of unnecessary disruptions of the environment, and the unneeded exercise of eminent domain in evaluating new pipeline construction.[10] Once an applicant demonstrates that the benefits to be achieved by the project will outweigh the potential adverse impacts, the Commission will find that the project is required by the public convenience and necessity. As demonstrated herein, this Project is consistent with the criteria of the Certificate Policy Statement, is in the public interest, and is required by the public convenience and necessity.

A. The Proposal Satisfies The Threshold "No Subsidy" Requirement

Under the Commission's Certificate Policy Statement, the threshold requirement for pipelines proposing new projects is that the pipeline must be prepared to financially support the

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[8] *Certification of New Interstate Natural Gas Pipeline Facilities*, 88 FERC ¶ 61,227 (1999), *Order on Clarification*, 90 FERC ¶ 61,128 (2000), *Order on Clarification*, 92 FERC ¶ 61,094 (2000) ("Certificate Policy Statement").

[9] *Texas Eastern Transmission Corp., LP*, 114 FERC ¶ 61,185 (2006).

[10] *Id*. at P 13.

project without relying on subsidization from its existing customers.[11] As discussed below, this Application meets that requirement.

Equitrans has entered into a long-term precedent agreement with the Project Shipper for 400,000 Dth/d of firm transportation capacity at negotiated rates. Upon approval of the Project and prior to the in-service date, Equitrans and the Project Shipper will enter into a firm transportation agreement at negotiated rates for the subscribed capacity. The amount of capacity subscribed represents 67 percent of the proposed incremental capacity for the Project. Based on the production forecast for the central Appalachian Basin and the increased demand for natural gas in the local, northeastern, Mid-Atlantic and southeastern regions, Equitrans is confident that there will be adequate gas supply and shipper demand to justify the construction of the proposed, currently unsubscribed, take-away capacity. As discussed below in Section IX, Equitrans conducted a rolled-in rate analysis and concluded that rolling the Project's costs into existing rates does not result in an increase in existing rates. As such, the Project is not subsidized by existing customers and is financially viable.

B. The Project Will Have No Adverse Impact On Existing Customers, On Existing Pipelines, Or Their Captive Customers

The Certificate Policy Statement requires an analysis to identify potentially adverse effects of the project on the existing customers of the pipeline proposing the project, existing pipelines in the market and their captive customers, or landowners and communities affected by the construction, and to determine whether the applicant has made efforts to eliminate or minimize those adverse effects.[12] If residual adverse effects on these groups are identified after efforts have been made to minimize them, the Commission will "evaluate the project by

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[11] *Id.* at P 15.

[12] *Id.* at P 14.

balancing the evidence of public benefits to be achieved against residual adverse effects."[13]

The Project will not adversely affect Equitrans' existing customers because the Project will not degrade any service currently provided to existing customers. To the contrary, the Project will improve service to existing customers by providing their existing service for the same price utilizing a new, modern compressor station. Exhibits G, G-I, and G-II contain the flow diagrams and data that demonstrate the effect of the Project on the existing operational capabilities and conditions of Equitrans' system. These exhibits demonstrate there will be no adverse operational impact on service provided to Equitrans' existing customers as a result of the Project. The construction of the Project's facilities will not adversely impact existing pipelines and their customers because the Project is not intended to replace existing customers' service on any other existing pipeline.

C. There Is Minimal Potential For Adverse Impacts To Landowners And Communities Affected By The Project

As discussed more fully below in Section VIII and in the accompanying environmental resource reports attached as Exhibit F-I, Equitrans designed the Project to minimize the impact on landowners and communities. Equitrans plans to construct the pipeline facilities parallel to existing pipelines to the extent practicable. In addition, the new Redhook Compressor Station will be constructed on lands purchased for the Project and owned by Equitrans. Equitrans plans to acquire rights-of-way for all of the facilities from private landowners through good faith negotiations and intends to work cooperatively with all affected landowners to address their concerns.

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[13] *Id.*

D. The Project's Benefits Outweigh Any Burdens

When determining whether a proposed project is needed and will serve the public interest, the Commission balances the public benefits to be achieved by the project against the residual adverse effects of the proposed project. The North American natural gas market has seen, and will continue to see, growth in production and demand. The United States Energy Information Administration ("EIA") estimates that total natural gas consumption in the United States will increase from 26.2 trillion cubic feet ("Tcf") in 2013 to between 29.7 Tcf and 37.4 Tcf in 2040, with a large portion of this increased demand occurring in the electric generation sector.[14] Much of the production growth is occurring in the Appalachian Basin, where production has increased from two billion cubic feet per day ("Bcf/d") in 2010 to over 15 Bcf/d in July 2014. With a design capacity of approximately 600,000 Dth/d, the Project serves the public convenience and necessity by answering a demonstrated need for additional transportation capacity to move natural gas to consumers from the Appalachian Basin. In doing so, Equitrans will bring cleaner-burning natural gas supplies from the prolific Appalachian Basin to meet the growing demand for natural gas in the local, northeastern, Mid-Atlantic and southeastern regions of the United States. In light of the resulting substantial benefits and demonstrated market need, the Project satisfies the requirements of the Certificate Policy Statement and should be approved as required by the present and future public convenience and necessity.

VII. REQUEST FOR ABANDONMENT AUTHORITY

Equitrans is requesting authority under Section 7(b) of the NGA to abandon by removal the Pratt Compressor Station, along with the station buildings, gas coolers, storage tanks, auxiliary equipment and related piping. Section 7(b) of the NGA provides that facilities may be

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[14] EIA, *Annual Energy Outlook 2015 with Projections to 2040* (Apr. 2015), available at: www.eia.gov/forecasts/aeo.

abandoned upon a finding by the Commission that "the present or future public convenience or necessity permits such abandonment."[15] The Commission has stressed that "[c]ontinuity and stability of service are the primary considerations in assessing the public convenience and necessity . . . under Section 7(b) of the NGA."[16]

The proposed abandonment of the Pratt Compressor Station satisfies the requirements of Section 7(b) of the NGA. Due to the physical footprint, the configuration, and the existing vintage facilities of the Pratt Compressor Station, Equitrans determined it would be less costly and more efficient to abandon the Pratt Compressor Station and build the new Redhook Compressor Station to add incremental system capacity. The abandonment will have no negative impact on Equitrans' existing shippers because the entire station, including its five compressor units totaling 4,800 HP, will be replaced by the new Redhook Compressor Station, which includes two new reciprocating and two new turbine compressor units totaling 31,300 nominal HP. The new Redhook Compressor Station will be constructed on a new site in Greene County, Pennsylvania, which will allow Equitrans to use the existing Pratt Compressor Station to maintain service for existing contracts until the Redhook Compressor Station is commissioned. As a result, the service currently provided on the Equitrans system will continue without interruption, and existing shippers will not be negatively impacted.

The proposed replacement of the Pratt Compressor Station will benefit the Equitrans system by replacing older compression facilities with the newer, larger, more efficient, and cleaner-burning compression facilities, which will reduce per unit horsepower emissions. Equitrans submits that the information presented above supporting the public convenience and necessity of the construction portion of the Project also supports the abandonment and

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[15] 15 U.S.C. § 717f(b).

[16] *See, e.g., El Paso Natural Gas Co*., 136 FERC ¶ 61,180 at P 22 (2011).

replacement of the Pratt Compressor Station. The accounting treatment of the proposed abandonment is shown in Exhibit Y. Accordingly, Equitrans submits that the abandonment authorization requested herein is permitted and required by the public convenience and necessity under Section 7(b) of the NGA.

VIII. ENVIRONMENTAL IMPACT

In March 2015, Equitrans began contacting federal and state natural and cultural resource agencies and other stakeholders, including state and local governmental entities, having an interest in the Project. These initial communications included an overview of the Project and a request for information regarding the applicable permitting and regulatory requisites. On April 1, 2015, Equitrans requested Commission authorization to initiate procedures under the Commissions' pre-filing regulations. The Commission approved this request on April 9, 2015 in Docket No. PF15-22-000. In May 2015, Equitrans held two open houses with agencies, landowners, and government officials regarding the Project and solicited their input.

The Commission subsequently issued its "Notice Of Intent To Prepare An Environmental Impact Statement For The Planned Equitrans Expansion Project, and Request For Comments On Environmental Issues" ("NOI") in Docket No. PF15-22-000 on August 11, 2015. The NOI was published in the Federal Register and was also mailed to all interested parties including federal, state, and local agencies and officials; conservation organizations; Native American groups; local libraries and newspapers; participants in the Commission's pre-filing proceeding; and property owners affected by the proposed facilities. The Commission requested public comments on the scope of the issues to evaluate and address in the Environment Impact Statement. The scoping period closed on September 14, 2015.[17] In addition, Equitrans developed and implemented a

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[17] The NOI states that "[b]ecause of the interconnection with Mountain Valley, the Commission staff will evaluate the two projects jointly in the [Environmental Impact Statement]." On

website about the Project at http://equitransproject.com. The website provides stakeholders with further information on the Project.

During the pre-filing process, Equitrans engaged in an extensive outreach program. Equitrans submitted draft environmental Resource Reports to the Commission prior to the deadline required under the Commission's regulations, which put more information into the public record at an earlier time and expedited the public's ability to review the information and provide scoping comments. Throughout the pre-filing process, Equitrans incorporated comments and suggestions from Commission Staff, state agencies, and Project stakeholders into the Environmental Report contained in Exhibit F-I, and continued to correspond and conduct meetings with Project stakeholders. As part of the pre-filing review process, Equitrans has worked diligently to ensure that feedback from all interested parties has been reflected in the route selection and in this Application. By working in this collaborative fashion, Equitrans sought to ensure that its proposed route would have minimal impact on landowners, communities, and the environment.

The Environmental Report attached hereto as Exhibit F-I more fully describes the potential impacts of the Project and Equitrans' proposals to mitigate those environmental impacts. The information in Exhibit F-I has been prepared in accordance with Part 380 of the Commission's regulations and meets the requirements necessary for the Commission Staff to perform its environmental analysis. Those resource reports demonstrate that (1) the Project is not expected to result in any significant adverse impact on the environment; (2) all impacts can be avoided or, where unavoidable, can be adequately mitigated; (3) the proposed route is the best of those evaluated; (4) the Project's short-term use of the environment will not conflict with the

September 28, 2015, Equitrans submitted its responses to comments received during scoping in Docket No. PF15-22-000.

long-term productivity of the environment; and (5) resources will not be irreversibly or irretrievably lost due to the construction activities. The Project will be constructed in accordance with applicable environmental regulations, and approval of the proposal will not result in a significant impact on the environment.

In addition to the general public and governmental agency outreach efforts discussed above, Equitrans engaged in pre-filing discussions with various federal and state permitting agencies and other entities to advise them of the Project, solicit their input, and commence the permitting application processes for authorizations required by other federal statutes. A list of all the federal and state agencies with whom Equitrans has consulted is contained in Exhibit F-I, Resource Report 1. In addition, pursuant to the Commission's regulation requiring identification of all federal authorizations applicable to the Project, Equitrans submits a list of such required authorizations, as well as the related information required by 18 C.F.R. § 157.14(a)(12), in Exhibit J, attached hereto.

A. Energy Efficiency And Waste Heat Recovery

In light of the Commission's interest in integrating alternative environmentally-friendly measures, Equitrans reviewed the commercial and technical viability of installing and operating waste heat recovery facilities on its system, as detailed in Resource Report 9 contained in Exhibit F-I. Waste heat recovery is the process of capturing heat discarded by an existing industrial process and using that heat to generate power. Equitrans has determined that it is not economically feasible at this time to install heat recovery systems to the proposed compressor exhaust stacks and convert the waste heat into electric power. Equitrans researched the total costs associated with designing, permitting, constructing, and operating and maintaining a waste heat recovery system at each of the proposed compressor station and compared these costs to the value of the estimated electric power that could be generated and sold back to the local utility. The comparison resulted in estimated waste heat recovery generating costs being substantially greater than the power sales cost estimate. Accordingly, it is not economically feasible at this time to install waste heat recovery systems at the new Redhook Compressor Station. However, Equitrans will not preclude the installation of waste heat recovery facilities on its systems as conditions may change over time.

IX. RATES

The Project Shipper has elected to pay negotiated rates for firm transportation service on the Project. Equitrans will file tariff records reflecting its negotiated rate agreement with the Project Shipper within 30 to 60 days prior to when the underlying negotiated rates are proposed to become effective.

Equitrans proposes to use the applicable Mainline System rates as the maximum recourse rates for service on the Project and to roll-in the costs of the Project into its general system rates in its next NGA Section 4 general rate proceeding. Rolled-in rate treatment for costs is appropriate when the overall result would be a reduction in rates for non-expansion customers.[18] To obtain rolled-in rate treatment, a pipeline must show that the incremental rate for service on the expansion and replacement is less than the existing recourse rate and that the incremental rate will fully recover the cost of service associated with the expansion. As shown on Exhibit N (page 2), the estimated 100% load factor rate associated with the Project would be $0.1394/Dth, which is lower than the existing Equitrans Mainline maximum recourse rates of $0.3239[19] or $0.3018[20] for winter and base periods, respectively. Additionally, as shown on Exhibit N (page

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[18] *See, e.g., Dominion Transmission, Inc.*, 144 FERC ¶ 61,182 at P 19 (2013).

[19] *See* Equitrans' Tariff, Section 4.2, Statement of Rates, Rate Schedule ITS, Mainline System.

[20] *Id.*

1), the total revenues generated from the Project utilizing Equitrans' Mainline recourse rates are higher than the estimated cost of service of the Project. As such, use of the existing Equitrans Mainline maximum recourse rates will generate revenues in excess of the estimated cost of service. In addition, all customers will receive operational benefits from the Project. Specifically, the Project will increase system reliability, efficiency, and operational flexibility for the benefit of all of Equitrans' customers. Therefore, rolling-in the cost of the Project into Equitrans' Mainline System rates in its next NGA Section 4 general rate proceeding will benefit existing customers and is fully consistent with the Commission's Certificate Policy Statement, which recognized the need for certain exceptions to the rigid application of incremental pricing for all projects.[21]

Exhibit Z-1 contains an analysis of the impact that the Project will have on overall system fuel rates. The results of this fuel study demonstrate that the expected fuel usage for the new Project facilities is approximately 0.98% per Dth which is less than the Mainline System Retainage Factor of 2.72%.[22] Thus, the Project will not result in fuel subsidization by existing customers. Equitrans proposes to recover any compressor fuel and any lost and accounted for volumes through its existing system retainage mechanism applicable to transportation service on the Mainline System.

X. NOTICE

A form of notice of this Application suitable for publication in the *Federal Register*, in accordance with the specifications in 18 C.F.R. § 385.203(d) (2015), is attached hereto as Exhibit Z-2.

[21] Certificate Policy Statement at p. 61,737.

[22] *See* Equitrans, L.P., Tariff, Section 4.5, Statement of Retainage Factors.

XI. ABBREVIATED APPLICATION

This Application is abbreviated pursuant to Section 157.7 of the Commission's regulations, and thus contains only the data required to disclose fully the nature and extent of the proposed action. Equitrans respectfully submits that the data and information contained herein are sufficient to provide the Commission with a full and complete understanding of Equitrans' requested authorization. To the extent this Application does not contain every submission required by Commission regulations, Equitrans respectfully request waiver of the Commission's regulations.

XII. TABLE OF CONTENTS OF EXHIBITS

Pursuant to Section 157.6(b)(6) of the Commission's regulations, the following exhibits are attached hereto, incorporated by reference, or omitted for the stated reasons:

Exhibit A Articles of Incorporation and Bylaws

The "Second Amended and Restated Limited Partnership Agreement" for Equitrans dated July 31, 2008 is incorporated herein by reference to Exhibit A in Docket No. CP11-43.

Exhibit B State Authorizations

Equitrans' Certificate of Amendment – Limited Partnership in Pennsylvania, Certificate of Limited Partnership in Pennsylvania, and Certificate of Limited Partnership in West Virginia are incorporated herein by reference to Exhibit B in Docket No. CP96-532. Equitrans' Registration of Foreign Limited Partnership in Ohio is incorporated herein by reference to Exhibit B in Docket No. CP15-41.

Exhibit C Company Officials

Equitrans' list of company officials is incorporated herein by reference to Exhibit C in Docket No. CP15-553.

Exhibit D Subsidiaries and Affiliation

Omitted. As of the date of the Application, neither Equitrans nor any of its officers directly or indirectly owns, controls, or holds with power to vote 10 percent or more of the outstanding voting securities of any other person or group engaged in the production, transportation, storage, distribution, or sale of natural gas or any person or group engaged in the financing of such enterprises

Exhibit E Other Pending Applications and Filings

On October 23, 2015 Mountain Valley filed a certificate application for its Mountain Valley Pipeline Project (Docket No. CP16-10-000). The Commission will evaluate the Project and the Mountain Valley Pipeline Project in the same Environmental Impact Statement.

Exhibit F Location of Facilities

Attached hereto.

Exhibit F-I Environmental Report

Attached in Volume II.

Exhibit G Flow Diagrams Showing Daily Design Capacity and Reflecting Operation With and Without Proposed Facilities Added

The flow diagrams and hydraulic flow models are attached in Volume III and designated as Contains Critical Energy Infrastructure Information – Do Not Release.

Exhibit G-I Flow Diagrams Reflecting Maximum Capabilities

The flow diagrams and hydraulic flow models are attached in Volume III and designated as Contains Critical Energy Infrastructure Information – Do Not Release.

<u>Exhibit G-II</u> <u>Flow Diagram Data</u>

Attached in Volume III and designated as Contains Critical Energy Infrastructure Information – Do Not Release.

<u>Exhibit H</u> <u>Total Gas Supply Data</u>

Omitted. The Project shippers will be responsible for providing and arranging their own sources of gas supply.

<u>Exhibit I</u> <u>Market Data</u>

A redacted copy of the executed precedent agreement with the Project Shipper is submitted in Volume I. An unredacted copy of such agreement is submitted in Volume IV and designated as Contains Privileged Information – Do Not Release.

<u>Exhibit J</u> <u>Federal Authorizations</u>

Attached hereto.

<u>Exhibit K</u> <u>Cost of Facilities</u>

Attached hereto.

<u>Exhibit L</u> <u>Financing</u>

Omitted. Equitrans will finance the cost of the Project through funds on hand and borrowings under short-term financing arrangements with EQT Midstream Partners, LP.

<u>Exhibit M</u> <u>Construction, Operation, and Management</u>

Omitted. Equitrans will construct, manage and operate the proposed pipeline or cause the same to occur.

<u>Exhibit N</u> <u>Revenues, Expenses, Income</u>

Attached hereto.

Exhibit O Depreciation and Depletion

Omitted. Equitrans is proposing to use a depreciation rate of 2.50%.

Exhibit P Tariff

Omitted. Equitrans is not proposing any changes to its Tariff as part of this Project.

Exhibit T Related Applications

Omitted. The facilities to be abandoned were certificated in Docket No. CP86-676. There are no applications pending before or which have been authorized by the Commission related to the instant Application.

On October 23, 2015 Mountain Valley filed a certificate application for its Mountain Valley Pipeline Project (Docket No. CP16-10-000). The Commission will evaluate the Project and the Mountain Valley Pipeline Project in the same Environmental Impact Statement.

Exhibit U Contracts and Other Agreements

Omitted. No existing service will be impacted as a result of the Pratt Compressor Station abandonment.

Exhibit V Flow Diagram Showing Daily Design Capacity and Reflecting Operations of Equitrans' System after Abandonment

Omitted. The only abandonment authority sought herein is for retirement of compressor facilities that Equitrans is replacing as part of the Project. See the flow diagrams and hydraulic flow models provided in Exhibit G for the effect of the Project on Equitrans' system.

Exhibit W Impact on Customers Whose Service Will Be Terminated

Omitted. Equitrans is not proposing to terminate any service as a result of this Project.

<u>Exhibit X</u> <u>Effect of Abandonment on Existing Tariffs</u>

Omitted. Not applicable.

<u>Exhibit Y</u> <u>Accounting Treatment of Abandonment</u>

Attached hereto.

<u>Exhibit Z</u> <u>Location of Facilities</u>

Please see Exhibit F, attached hereto.

<u>Exhibit Z-1</u> <u>Fuel Study</u>

Attached hereto.

<u>Exhibit Z-2</u> <u>Form of Notice</u>

Attached hereto.

<u>Exhibit Z-3</u> <u>Open Season Notices</u>

Attached hereto.

<u>Exhibit Z-4</u> <u>Form of Confidentiality and Protective Agreement</u>

Attached hereto.

XIII. OTHER

Pursuant to the Commission's electronic filing guide, Equitrans is eFiling this Application. As discussed with Commission Staff, Equitrans will provide two copies of this Application directly to Paul Friedman and one copy to OEP Room 62-46. Exhibits G through G-II, hydraulic flow models supporting Exhibits G and G-I, and plot plans are found in Volume III and contain Critical Energy Infrastructure Information. Pursuant to Section 388.112 of the Commission's regulations, Equitrans hereby requests privileged treatment of these exhibits, models, and plans, which are marked "Contains Critical Energy Infrastructure Information—Do

Not Release." In addition, Equitrans is marking Volume IV as privileged and confidential because it contains landowner information and confidential, proprietary contractual and internal information. Equitrans requests privileged treatment for Volume IV and has marked the applicable documents "Contains Privileged Information—Do Not Release."

Equitrans is submitting its Form of Confidentiality and Protective Agreement as Exhibit Z-4 hereto. Pursuant to Section 388.112 of the Commission's regulations, Equitrans reserves the right to object to the disclosure of CEII or privileged information filed with the Commission.

XIV. REQUEST FOR SHORTENED PROCEDURE

Equitrans requests that this Application be processed pursuant to a shortened procedure in accordance with Sections 157.6(c) and 385.802 of the Commission's regulations. As demonstrated above, approval of the authorization requested in this Application will not result in any adverse effects on Equitrans' transportation service to existing customers. Approving the requested Application on an expedited basis will have no adverse effects and will serve the public interest. Given the nature of the authorizations requested, Equitrans respectfully requests that the Commission issue the approvals requested in this Application by October 15, 2016.

XV. CONCLUSION

For the foregoing reasons, Equitrans, L.P. respectfully requests that the Commission accept this Application for filing and issue, without condition or modification, a final order by October 15, 2016 granting the requested certificate of public convenience and necessity and abandonment authority as set forth in this Application.

Respectfully submitted

EQUITRANS, L.P.

____
Matthew Eggerding
Counsel, Midstream

Dated: October 27, 2015

VERIFICATION

Commonwealth of Pennsylvania	)	
	)	
	)	SS
	)	
Allegheny County	)	

John M. Quinn, being duly sworn, upon his oath says that he is Vice President of Rates for Equitrans, L.P.; that he has read and is familiar with the foregoing "ABBREVIATED APPLICATION OF EQUITRANS, L.P. FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY AND ABANDONMENT AUTHORITY" and has personal knowledge of the matters set forth therein; that the facts stated therein are true and correct to the best of his knowledge, information and belief; that the paper copy of the foregoing filing contains the same information as the electronic version; and that the activities proposed in said Request comply with the requirements of Part 157, Subpart F of the Federal Energy Regulatory Commission's Regulations Under the Natural Gas Act.

John M. Quinn

John M. Quinn
Vice President, Rates

Subscribed and sworn before me this 26 day of October, 2015.

Adrienne J. Franco

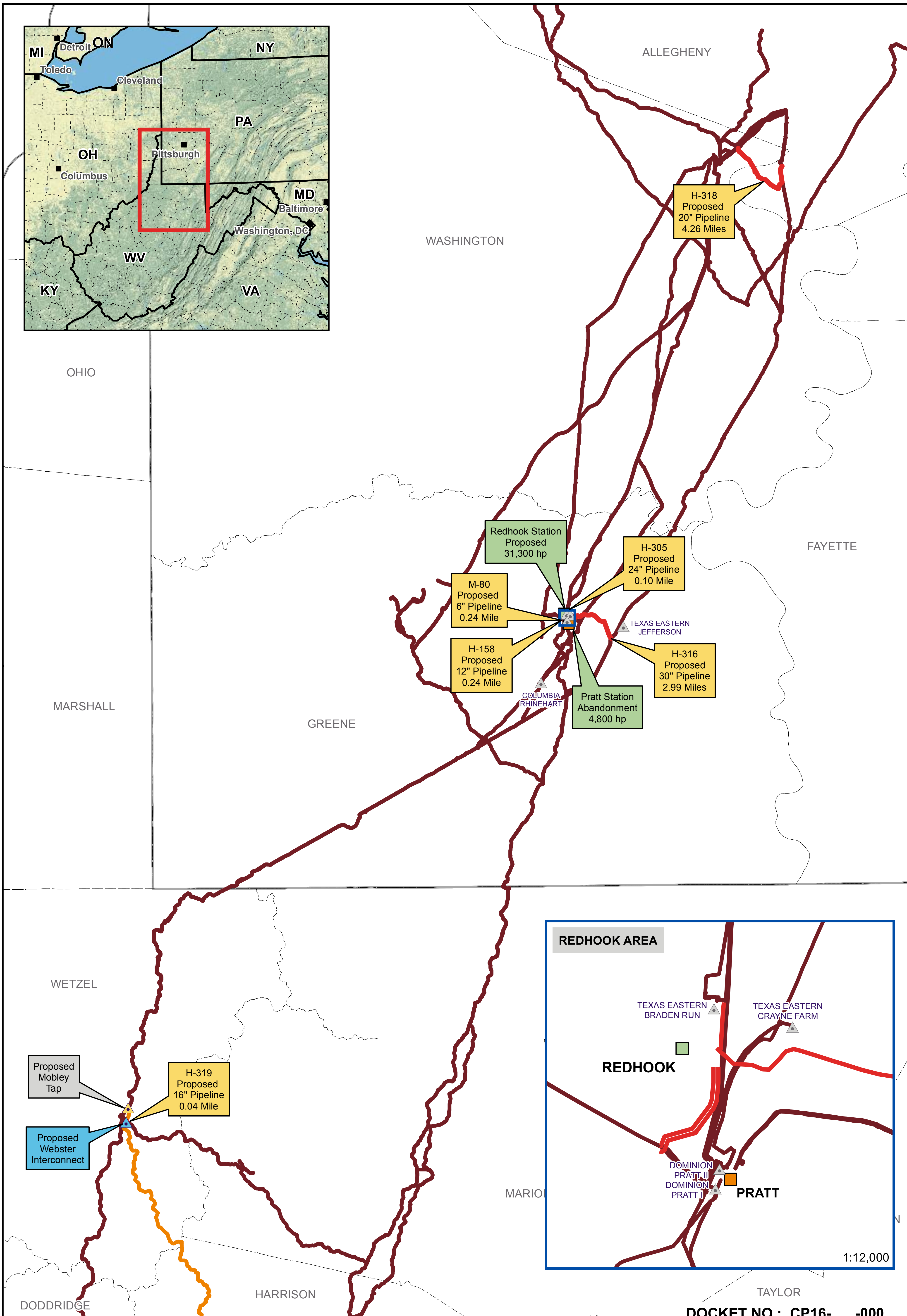
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Adrienne J. Franco, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Nov. 19, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Equitrans Expansion Project

Docket No. CP16-__-000

Exhibit F – Location of Facilities



DOCKET NO.: CP16-___-000

EQUITRANS

EQUITRANS, L.P.
EXHIBIT F: EQUITRANS EXPANSION PROJECT OVERVIEW MAP

DATE: October 20, 2015
Data Sources: ESRI Streaming Data (2014)

0 1.25 2.5 5 7.5 Miles

N S E W

LEGEND

Other Facilities
- Existing Interconnect
- Existing Transmission
- Mountain Valley Pipeline

EEP Program
- Proposed Interconnect
- Proposed Tap Facility
- New Station
- Demo Station
- Proposed Pipeline

EQUITRANS

Equitrans Expansion Project

Docket No. CP16-__-000

Exhibit I – Market Data

A redacted copy of the executed precedent agreement with the Project shipper is attached hereto.

An unredacted copy of such agreement is submitted in Volume IV and designated as

Contains Privileged Information – Do Not Release.

PRECEDENT AGREEMENT

This Precedent Agreement is made this 26TH day of October, 2015 ("Effective Date"), by and between Equitrans, L.P. ("Transporter") and EQT Energy, LLC ("Shipper"). Transporter and Shipper are also referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Transporter is a provider of interstate natural gas transmission services; and

WHEREAS, Transporter operates the following interstate natural gas transmission systems: the Mainline System, the Sunrise Transmission System and the Allegheny Valley Connector (hereinafter referred to as "Transporter's System" or "System"); and

WHEREAS, Transporter proposes to modify, expand and extend certain of its transmission facilities comprising the System in order to provide additional firm transmission service of up to 600,000 dekatherms ("Dth") per day (hereinafter referred to as "Project"); and

WHEREAS, the Project will be subject to the jurisdiction of the Federal Energy Regulatory Commission ("FERC") and Transporter will file for the necessary approvals for the construction and operation of the Project and to provide services on the Project facilities; and

WHEREAS, Shipper acknowledges that on March 5, 2015, Transporter initiated an open season ("Open Season") in connection with the Project and that Shipper participated in Transporter's Open Season and is requesting Transporter to provide long-term firm natural gas transportation service on the Project facilities; and

WHEREAS, Shipper has indicated an interest in entering into a binding agreement for the transportation of natural gas by Transporter on capacity made available by the Project; and

WHEREAS, upon execution of this Precedent Agreement, Shipper shall qualify as an Anchor Shipper as defined below.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and intending to be legally bound by the terms herein, Transporter and Shipper agree as follows:

1. **Facilities.** Transporter agrees, subject to the terms and conditions of this Precedent Agreement, to proceed with the development of the Project and to thereby create new firm transportation capacity and provide access to new receipt and delivery points as further described herein (such new capacity to be referred to as the "Project Capacity").

   (a) The Project is expected to provide in aggregate approximately 600,000 Dth per day of new firm transportation capacity and is expected to involve installing compression, approximately 7.8 miles of pipeline, and interconnection and ancillary facilities and may include making other modifications to Transporter's System.

(b) The receipt and delivery points available to Shipper from the Project are set forth on Exhibit 1 hereto.

(c) Transporter will be responsible for the acquisition, design, construction, installation, land rights and permitting of the facilities that may be necessary for Transporter to provide the services on the Project Capacity as specified in this Precedent Agreement.

(d) Shipper shall be responsible for making all arrangements with, and/or acquiring any services from, upstream and downstream pipelines that may be necessary for Shipper to utilize the Project Capacity and Shipper's failure to have in place adequate upstream or downstream facilities or arrangements shall not relieve Shipper of its obligations under this Precedent Agreement, the Credit Agreement or the Service Agreement, as defined below.

2. **Shipper Status.** Upon the Effective Date of this Precedent Agreement, Shipper shall be deemed to be an Anchor Shipper with respect to the Project Capacity.

(a) Standard Shippers are shippers that have made long-term (20 year minimum term) capacity commitments for the Project, evidenced by the Shipper's execution of a Precedent Agreement, acceptable to Transporter in its sole discretion, which provides for a binding firm transportation commitment for a maximum daily quantity of firm capacity less than 250,000 Dth/day.

(b) Anchor Shippers are shippers that have made long-term (20 year minimum term) capacity commitments for the Project, evidenced by the Shipper's execution of a Precedent Agreement, acceptable to Transporter in its sole discretion, which provides for a firm transportation commitment for a maximum daily quantity of firm capacity equal to or exceeding 250,000 Dth/day.

3. **Approvals.** Transporter agrees to seek any FERC approval which may be necessary to provide the Anchor Shipper with certain contractual incentives, as further described in this Precedent Agreement. In the event FERC disallows or modifies an Anchor Shipper's contractual incentives provided for in this Precedent Agreement, the Parties shall attempt in good faith to negotiate an amendment to preserve the commercial intent of the Parties. Except as expressly provided herein, Transporter's failure to obtain the necessary FERC approvals of the qualifications to be an Anchor Shipper or of these contractual incentives, in form and substance consistent with the terms of this Precedent Agreement (or the Parties' failure to reach mutual agreement on an amendment), shall not provide Shipper with any right to terminate or modify this Precedent Agreement, nor shall Transporter's rights to terminate this Precedent Agreement pursuant to and in accordance with Section 7 hereof or to request execution and delivery of the agreements identified in Section 10 be affected.

4. **Pre-Service Prorationing.**

(a) In the event Transporter is required to reallocate capacity as a result of Open Season subscriptions in excess of Project Capacity (inclusive of subscriptions in any subsequent open season held by Transporter with respect to the Project, such subsequent open season a "Subsequent Open Season"), it will be done for each category of shipper in the manner set forth below. Anchor Shippers (including Shipper) shall not be subject to any reallocation or adjustment of their subscribed Maximum Daily Quantity ("MDQ") as the same is reflected in the Anchor Shipper's Precedent Agreement until all Standard Shippers volumes have been lowered to zero. For the avoidance of doubt, the capacity available to Anchor Shippers will not be subject to reduction other than as provided below.

(b) Available capacity will be reduced among shippers in the same category of Shipper, if required as a result of over-subscription as provided in Section 4(a), based upon the highest net present value ("NPV") of each prospective shipper's binding firm transportation commitment as determined by Transporter. The NPV is the discounted cash flow of incremental revenues per dekatherm to Transporter produced, lost or affected by the commitment, taking into account the time value of the delay in Transporter receiving revenue pursuant to a given shipper's commitment, and shall be based upon objective factors only, such as the term and quantity of each such commitment. The NPV evaluation shall include only revenues generated by the reservation rate. In determining the highest NPV in connection with a shipper paying a negotiated rate higher than the maximum recourse rate, such shipper will be deemed to be paying a rate equal to the maximum recourse rate. In the event an Anchor Shipper's total MDQ is reduced to below 250,000 Dth per day as a result of Open Season or Subsequent Open Season subscriptions in excess of Project Capacity in order to comply with the terms of the Open Season or Subsequent Open Season or any FERC regulation, Shipper shall continue to be deemed an Anchor Shipper and shall be eligible for Anchor Shipper contractual incentives, provided, however, that any such capacity reallocation that occurs will only be as a result of reallocation with other Anchor Shippers after capacity available to Standard Shippers has been reduced, as described herein.

5. **<u>Level of Service, Term, and Rates for Service.</u>**

(a) As of the Service Commencement Date (as hereinafter defined), Transporter commits to provide, and Shipper commits to receive from and pay Transporter for, firm transportation service capacity in the quantity selected by Shipper as set forth in the capacity subscription table below ("Capacity Subscription").

Capacity Subscription Table

Rate Schedule FTS Service Agreement Anticipated Service Date	Maximum Daily Quantity (MDQ) (Dth/Day)	MDQ Term
November 1,2018	400,000	20 Years

(b) Subject to Sections 3 and 4, Transporter shall have the right to reduce the MDQ specified in Section 5(a) if a reduction is necessary to comply with any FERC regulation, requirement, directive or order, or with Transporter's FERC Gas Tariff. In the event Transporter proposes a reduction in MDQ in accordance with this Section 5(b), the Parties shall promptly meet and work in good faith to attempt to agree upon a negotiated MDQ that is commercially acceptable to both Parties. A reduction in MDQ pursuant to this Section 5(b) shall not provide Shipper with any right to terminate or modify this Precedent Agreement.

(c) The "Anticipated Service Date" shall be the date by which Transporter anticipates providing service to Shipper using the Project Capacity. The Anticipated Service Date is November 1, 2018. For purposes of this Precedent Agreement, the Service Agreement, and the Credit Agreement, the "Service Commencement Date" shall be the later of (i) November 1, 2018 or (ii) the first day of the month immediately following the date on which both (a) Transporter is authorized by FERC to commence service on the Project facilities and Transporter is first able, in its reasonable judgment, to render service to Shipper utilizing the Project Capacity and (b) Mountain Valley Pipeline, LLC ("MVP") is authorized by FERC to commence service on the proposed MVP facilities from the Mobley area in Wetzel County, West Virginia to Pittsylvania County, Virginia. Provided, however, that if (i) MVP terminates its precedent agreement or service agreement with Shipper, for any reason, (ii) MVP withdraws its certificate application to FERC for the MVP project or does not accept a certificate issued by FERC for the MVP project or (iii) MVP in any way cancels or suspends the MVP project, then Shipper shall have the right to provide written notice to Transporter of its intention to terminate this Precedent Agreement, the Service Agreement, and the Credit Agreement, as applicable, within thirty (30) days of the date on which such right to terminate first becomes effective.

(d) Within thirty (30) days following the date on which the FERC issues an order granting Transporter a certificate of public convenience and necessity to construct the Project facilities, Shipper agrees to execute and deliver the "Transportation Service Agreement applicable to Firm Transportation Service under Rate Schedule FTS" ("Service Agreement") set forth in Transporter's FERC Gas Tariff as approved by FERC at the time of such execution, with only such modifications as necessary to reflect the rates, terms and conditions of service set forth in this Precedent Agreement.

(i) The Service Agreement shall become effective as set forth in Section 5(c) above.

(ii) The Contract Term for the Service Agreement shall extend from the Service Commencement Date until the end of the first 20 years following the Service Commencement Date ("Primary Term").

(iii) Shipper shall have the right of first refusal with respect to the MDQ at the expiration of the Primary Term, for a renewal term of no less than five (5) years, in accordance with Transporter's FERC Gas Tariff.

(e) Shipper and Transporter have agreed upon negotiated rates for service from any Receipt Point shown on Exhibit 1 as set forth in the negotiated rate table below.

Negotiated Rate Table

[redacted]

The negotiated rates set forth in the preceding table can be modified pursuant to the Negotiated Rate Adjustment mechanism described and attached to this Precedent Agreement as Exhibit 3.

(f) In accordance with Exhibit 3, the Monthly Reservation Rate agreed upon herein is predicated on the Estimated Project Costs (as defined in Exhibit 3) and accordingly the Monthly Reservation Rate shall be adjusted, to the extent that Actual Project Costs (as defined in Exhibit 3) deviate from Estimated Project Costs (such amount by which Actual Project Costs deviate from Estimated Project Costs, the "Project Costs Adjustment"). Provided, however, that the amount of the Project Costs Adjustment that applies to the calculation of the adjustment to the Monthly Reservation Rate shall be determined in accordance with Exhibit 3; and provided further that FERC has approved such rate adjustment mechanism, in form and substance acceptable to Transporter in its commercially reasonable discretion. Shipper shall have the right to review Transporter's books and records as reasonably necessary to verify Actual Project Costs for purposes of this provision.

(g) The Monthly Reservation Rate agreed upon herein shall be adjusted annually during the term of the Service Agreement to reflect any material increase in applicable county, state, or federal income tax or ad valorem tax or similar governmental fees or charges (except as provided for in Section 5(h) below) applicable to Transporter solely with respect to the Project as measured from the date hereof ("Tax Increase") where such Tax Increase would in the reasonable judgment of Transporter increase the costs applicable to providing service to Shipper under the Service Agreement. Such adjustment for Tax Increases shall be in increments of not less than $0.01/Dth.

(h) In addition to the fixed Monthly Reservation Rate as set forth in the FERC Gas Tariff or as otherwise agreed to by Transporter and Shipper, Shipper shall pay for all Project service: (1) actual fuel and lost and unaccounted-for gas to recover fuel usage, lost and unaccounted for gas on the Project ("Retainage Rate") (see Exhibit 4 hereto), (2) the applicable FERC ACA surcharge, and (3) any future surcharges either mandated by FERC or initiated by another governmental agency or an entity not affiliated with Transporter which are approved by FERC. The Retainage Rate will be considered a negotiated Retainage Rate, subject to FERC's negotiated rate policies. In addition, as permitted by Transporter's FERC Gas Tariff, the Service Agreement shall provide that Shipper shall not be entitled to reservation charge credits in the event of a service outage affecting the transportation service to be provided under the Service Agreement lasting up to thirty (30) days, after which time Shipper shall be entitled to full reservation charge credits.

(i) As an Anchor Shipper, Shipper shall have the right of first refusal to any firm capacity that is created by the Project between (I) the date that Transporter is authorized by FERC to commence service on at least a portion of the Project facilities and Transporter is first able, in its reasonable judgment, to render firm service utilizing at least a portion of the Project Capacity (anticipated to be fourth quarter of 2017) and (II) the Service Commencement Date. Shipper must exercise such right, if ever, no later than thirty (30) days following the date on which Transporter has obtained Natural Gas Act authorization from FERC to construct the Project.

(j) Shipper shall have most favored nation status with respect to this Precedent Agreement and the Service Agreement as described herein. If at any time during the term of this Precedent Agreement or the first five years following the Service Commencement Date, Transporter is or becomes a party to any discounted or negotiated rate precedent agreement or service agreement with any party other than Shipper for firm transportation service with respect to the Project Capacity from the Receipt Points of [redacted] to the Delivery Points of MVP Mobley or MVP Webster for an MDQ that (I) is less than or equal to Shipper's MDQ under the Service Agreement for service between the specified points, (II) is at rates that are lower than the rates for firm service under the Service Agreement as provided for herein for service between the specified points, and (III) has a five (5) year minimum term, then within five (5) business days of executing such discounted or negotiated rate precedent agreement or service agreement, Transporter will notify Shipper of such lower rate (such notice, an "MFN Notice"). Within thirty (30) business days of receipt of an MFN Notice from Transporter, Shipper shall notify Transporter whether Shipper wishes to amend this Precedent Agreement or the Service Agreement, as applicable, to provide for such lower rate for firm transportation service hereunder or thereunder, only with respect to service between the points specified in this Section.

6. <u>**Transporter's Conditions Precedent.**</u>

(a) Transporter's obligations under the Service Agreement are subject in all respects to the satisfaction of the conditions precedent set forth in this Section 6. For the Project, Transporter shall have the sole right to determine whether the following conditions precedent have been satisfied and/or whether to waive any such conditions:

(i) Transporter's receipt, by October 1, 2017, of all necessary authorizations from the FERC to commence construction of the Project facilities, which authorizations are satisfactory to Transporter in form and substance. Transporter agrees that if all such authorizations from the FERC are consistent with the terms of this Precedent Agreement, they shall be deemed to be satisfactory to Transporter;

(ii) Transporter's receipt, by May 1, 2018, of all permits, licenses, authorizations, rights-of-way, regulatory consents (with the exception of necessary FERC authorizations covered by Section 6(a)(i) above), environmental permits and land use or zoning permits necessary for the construction and operation of the Project, which authorizations are satisfactory in form and substance to Transporter in its sole discretion;

(iii) The execution by Shipper of a Credit Agreement in the form attached as Exhibit 2;

(iv) Transporter's receipt, by December 31, 2015, of approval from its executive officers and/or its Board of Directors, or that of its parent company, or equivalent governance body to proceed with the development of the Project; and

(v) Transporter's completion of construction of the necessary Project facilities required to render firm transportation service for Shipper pursuant to the Service Agreement and Transporter being ready and able to place such facilities into gas transportation service.

(b) If any of the conditions precedent set forth in Section 6(a) are not satisfied or waived by the date set forth therein, or if the obligation stated in Section 10(a) is not met by Shipper, Transporter shall have the right to provide written notice to Shipper of its intention to terminate this Precedent Agreement, the Service Agreement, and the Credit Agreement, as applicable; provided however, that, with respect to each such condition precedent or obligation, unless the right to terminate is exercised by written notice provided within thirty (30) days of the date on which such right to terminate for failure of such condition precedent or obligation first becomes effective, any such right to terminate shall be deemed to have been waived. Such notice shall designate each condition precedent or obligation giving rise to the right to provide such notice of termination. Unless all such conditions or obligations are satisfied within thirty (30) days after the receipt of such notice from Transporter or the Parties mutually agree otherwise in writing, this Precedent Agreement, the Service Agreement and the Credit Agreement shall terminate effective upon the expiration of said thirty (30) day period, without any liability on the part of Transporter to Shipper. Transporter shall use commercially reasonable efforts to satisfy the conditions precedent applicable to its own actions set forth in Section 7(a) by the deadlines set forth therein.

(c) Transporter shall not be liable in any manner to Shipper due to Transporter's failure to complete the construction of the Project within the timeframe contemplated herein.

7. **Shipper's Conditions Precedent.**

(a) Shipper's obligations under the Service Agreement are subject in all respects to the satisfaction of the condition precedent set forth in this Section 7. Shipper shall have the sole right to determine whether the following condition precedent has been satisfied and/or whether to waive such condition:

(i) By no later than June 1, 2016, Shipper obtaining the approval from the President of Shipper or its Board of Directors or equivalent corporate governance body for the transactions and agreements specified in this Precedent Agreement (and Shipper shall promptly confirm by written notice to Transporter any such approval or disapproval).

(b) If the condition precedent set forth in Section 7(a)(i) is not satisfied or waived by the date set forth therein, or if the Service Commencement Date has not occurred by June 1, 2020, Shipper shall have the right to provide written notice to Transporter of its intention to terminate this Precedent Agreement, the Service Agreement and the Credit Agreement, as applicable; provided however, that, with respect to each such condition precedent or obligation, unless the right to terminate is exercised by written notice provided within thirty (30) days of the date on which such right to terminate for failure of such condition precedent or obligation first becomes effective, any such right to terminate shall be deemed to have been waived. Such notice shall designate each condition precedent or obligation giving rise to the right to provide such notice of termination. Unless all such conditions or obligations are satisfied within thirty (30) days after the receipt of such notice from Shipper or the Parties mutually agree otherwise in writing, this Precedent Agreement, the Service Agreement and the Credit Agreement shall terminate effective upon the expiration of said thirty (30) day period, without any liability on the part of Shipper to Transporter except as specifically set forth in Section 10(c) of this Precedent Agreement.

8. **Transporter's Obligations.**

(a) Transporter agrees to use commercially reasonable efforts to seek and to obtain by the Anticipated Service Date the contractual and property rights, financing arrangements and regulatory approvals, including the necessary authorizations from FERC, as may be necessary to construct and operate the Project so as to provide firm transportation service to Shipper consistent with the terms and conditions agreed to in this Precedent Agreement, and Transporter agrees to use commercially reasonable efforts to construct the Project facilities and to place such facilities into service by the Anticipated Service Date; provided, however, that with respect to the Project facilities, the Service Commencement Date shall be no later than June 1, 2020, unless otherwise excused under the terms herein. Transporter shall have the right to terminate this Precedent Agreement, the Service Agreement and the Credit Agreement if, in Transporter's reasonable discretion, the FERC order granting Transporter the authority to construct, modify, own or operate any aspect of the Project includes conditions that (i) are inconsistent with the material commercial terms of this Precedent Agreement, and (ii) have a material adverse effect on the economic viability of the Project from Transporter's perspective; provided, Transporter must exercise such right, if ever, no later than thirty (30) days following the date on which Transporter has obtained Natural Gas Act authorization from FERC to construct the Project.

(b) In addition, Shipper shall have the right to terminate this Precedent Agreement, the Service Agreement and the Credit Agreement, as applicable, upon the occurrence of either of the following (such right to be exercised, if ever, no later than thirty (30) days following the date specified):

(i) if Transporter has not filed the applicable FERC certificate application by July 1, 2016; or

(ii) if Transporter has not received and accepted the applicable FERC certificate by January 1, 2019.

(c) Once construction of the Project has commenced, Transporter shall keep Shipper informed regarding the progress of constructing the Project by providing Shipper with monthly updates for such Project. Updates will include Transporter's then-estimate of the projected Service Commencement Date.

9. **<u>Shipper's Obligations.</u>**

(a) Shipper shall execute and deliver the Credit Agreement in the form attached hereto as Exhibit 2 or another form of credit assurance agreeable to Transporter contemporaneously with the execution of this Precedent Agreement, and shall meet Transporter's creditworthiness requirements as set forth in the Credit Agreement and on a continuous basis commencing on the effective date of the Credit Agreement and continuing through the term of the Service Agreement. If Shipper does not satisfy Transporter's creditworthiness requirements by the effective date of the Credit Agreement or at any time thereafter through the term of the Service Agreement, Transporter may terminate this Precedent Agreement, the Service Agreement (if executed) and the Credit Agreement in accordance with Section 7(b).

(b) On the Service Commencement Date, Transporter shall provide, and Shipper shall if provided accept, transportation service and for such service pay the charges set forth in the Service Agreement, as adjusted in accordance with Exhibit 3.

(c) Shipper agrees to apply for, and will seek with commercially reasonable diligence to obtain, any regulatory authorizations it deems necessary for it to utilize the Project for the service described herein, including with respect to Shipper facilities upstream or downstream of the Project.

(d) Shipper will cooperate with Transporter to provide, on a timely basis, all information requested by Transporter that Transporter deems reasonably necessary for obtaining approvals to construct the Project, including but not limited to information required to prepare, file and prosecute Transporter's application to FERC for the Project. By signing below, Shipper gives consent for filing any non-conforming Service Agreement with the Commission and agrees to support the Project before the Commission and not oppose, obstruct or otherwise interfere in any manner with the efforts of Transporter to obtain those permits, licenses, authorizations, rights-of-way, regulatory consents, environmental permits and land use or zoning permits specified in Sections 6(a)(ii) and (iii).

10. **Termination.**

(a) Unless terminated sooner pursuant to the terms herein, this Precedent Agreement shall terminate upon the Service Commencement Date.

(b) Notwithstanding any other provision in this Precedent Agreement and in addition to the provisions of Sections 6(a), 6(b) and 8(a) of this Precedent Agreement, Transporter may terminate this Precedent Agreement upon thirty (30) days prior written notice to Shipper if: (i) Transporter, within one hundred eighty (180) days following the date on which Transporter has obtained Natural Gas Act authorization from FERC to construct the Project, determines in its commercially reasonable judgment that the Project contemplated herein is no longer economically viable, or (ii) if substantially all of the other precedent agreements, service agreements or other contractual arrangements for the firm service to be made available by the Project are terminated, other than by reason of commencement of service.

(c) The Parties agree that if: (i) Transporter terminates this Precedent Agreement on the basis of Shipper's default, breach, bankruptcy, insolvency, or any other failure to perform by Shipper; or (ii) Shipper breaches its obligations under Section 9(d) and/or interferes with or obstructs the receipt by Transporter of the authorizations and/or exemptions contemplated by and consistent with this Precedent Agreement as requested by Transporter and, as a result of such actions by Shipper, Transporter does not receive the authorizations and/or exemptions in form and substance as requested by Transporter or does not receive such authorizations and/or exemptions at all; or (iii) Shipper terminates this Agreement due to the fact that the Service Commencement Date has not occurred by June 1, 2020 in any case, Shipper shall pay Transporter an amount equal to Shipper's pro rata share of expenses actually incurred and other obligations made to that point by Transporter for development of the completed Project plus fifteen (15) per cent. This payment shall constitute the sole and exclusive remedy for Transporter in the event of such termination. Transporter shall use commercially reasonable efforts to mitigate the expenses for which Shipper is obligated to reimburse Transporter under this Section 10(c), including but not limited to attempting to re-sell the capacity up to Shipper's MDQ for a period of ninety (90) days following termination of this Precedent Agreement.

11. **Assignment.** This Precedent Agreement may be assigned by either Party with the consent

of the other Party, such consent not to be unreasonably conditioned, withheld, or delayed, to any entity, including an entity which may succeed such Party by purchase, merger, joint venture, or consolidation, and any such successor in interest shall have all of the rights and obligations of the assigning Party hereunder. Furthermore, either Party may, as security for its indebtedness, assign, mortgage or pledge any of its rights or obligations under this Precedent Agreement to any other entity, and the other Party will execute any commercially reasonable consent agreement with such entity and provide such commercially reasonable certificates and other documents as the assigning Party may reasonably request in connection with any such assignment; provided, any such consent agreement shall not contain any provisions that are inconsistent with, or that would modify, the other Party's rights or obligations under this Precedent Agreement. Except as security in accordance with the preceding sentence, any purported assignment by Shipper of its rights and obligations hereunder shall be void *ab initio* without the prior written consent of Transporter, which consent will not be unreasonably withheld; provided, that any otherwise permitted assignee meets Transporter's creditworthiness standards set forth in the Credit Agreement on Exhibit 2 by the Service Commencement Date.

12. **Representations and Warranties.** Each Party represents and warrants to each other as follows:

(a) Such Party is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and is in good standing in each other jurisdiction where the failure to so qualify would have a material adverse effect upon the business or financial condition of such Party.

(b) The execution, delivery and performance of this Precedent Agreement by such Party does not and will not require the consent of any trustee or holder of any indebtedness, or be subject to or inconsistent with other obligations of such Party under any other agreement.

(c) This Precedent Agreement has been duly executed and delivered by such Party. This Precedent Agreement constitutes the legal, valid, binding and enforceable obligation of such Party, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws of general application relating to or affecting creditor's rights generally and by general equitable principles.

(d) Except as specified herein, no governmental authorization, approval, order, license, permit, franchise or consent, and no registration, declaration or filing with any governmental authority is required on the part of such Party in connection with the execution and delivery of this Precedent Agreement.

13. **Force Majeure.**

(a) In the event that Transporter is rendered unable wholly or in part by Force Majeure to carry out its obligations under this Precedent Agreement, the obligations of Transporter so far as they are affected by such Force Majeure shall be suspended during the continuance of such inability to perform, provided that Transporter gives proper notice, but for no period longer than the continuation of the inability to perform caused by such Force Majeure, and such cause shall be remedied, to the extent possible, with all reasonable dispatch. Proper notice shall be written notice delivered electronically or otherwise that describes the full particulars of the Force Majeure event, delivered within sixty (60) calendar days of the date on which Transporter became aware of such event. Transporter shall not be liable in damages to Shipper for any act, omission, or circumstance occasioned by or in consequence of Force Majeure, provided that Transporter shall use all reasonable efforts to remedy any situation that may interfere with the performance of its obligations hereunder; provided the settlement of strikes or other labor disturbances shall be in Transporter's sole discretion. In the event that the achievement of any milestone, the receipt of any approval or right, or the performance of any other obligation hereunder is delayed due to an event of Force Majeure, any applicable deadline, including but not limited to the deadlines set forth in Sections 6(a), 7(b), 8(a), and 8(b) shall be extended day for day for each day that the event of Force Majeure is continuing.

(b) The term "Force Majeure" shall include any act, event or circumstance, or any combination thereof, that is beyond the reasonable control of Transporter and which event or circumstance, or any combination thereof, has not been caused by or contributed to by the acts or omissions of Transporter. The term "Force Majeure" shall include, but shall not be limited to, the following: acts of God, the public enemy, fire, freezes, floods, storms, accidents, breakdowns of pipeline or equipment, unplanned facility repairs, changes in operational parameters or operational difficulties experienced by any third party pipeline transporter to transport Gas, including without limitation any increase or decrease in an interconnected downstream pipeline's maximum allowable operating pressure, failures or freezing of wells, strikes, and any other industrial, civil, or public disturbance, the inability to obtain materials, supplies, permits or labor, and any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, failure or delay by any governmental body or authority to timely provide requested certificates, permits or approval necessary for completion of projects, refusal of landowners to co-operate in the provision of ROWs necessary for completion of projects, weather related disruptions and delays of the necessary activities for completion of projects, civil or military, and any other cause, whether of the kind herein enumerated or otherwise, that is beyond the reasonable control of Transporter.

14. **Modifications or Waivers.** No modification or waiver of the terms and provisions of this Precedent Agreement shall be or become effective except by the execution by both Parties of a written amendment.

15. **Notices.** Notices under this Precedent Agreement shall be sent to:

Transporter:	**Shipper:**
Equitrans, L.P. Attn: Legal Department EQT Plaza 625 Liberty Avenue Pittsburgh, PA 15222	EQT Energy, LLC Attn: VP of Origination 625 Liberty Avenue Pittsburgh, PA 15222

Any notice, request, instruction, correspondence or other document to be given hereunder by either Party shall be in writing and delivered personally or mailed by certified mail, postage prepaid and return receipt requested, by express courier, or by facsimile. Notice given by personal delivery, certified mail, or express courier shall be effective upon actual receipt. In the absence of proof of the actual receipt date, notice by personal delivery or overnight courier shall be deemed to have been received on the next business day after it was sent or such earlier time as is confirmed by the receiving Party, and notice given by certified mail shall be deemed to have been received five (5) business days after it was sent or such earlier time as is confirmed by the receiving Party. Notice given by facsimile shall be effective upon actual receipt if received during the recipient's normal business hours or at the beginning of recipient's next business day if received after recipient's normal business hours. All notices by facsimile shall promptly be confirmed in writing by certified mail or express courier. Any Party may change any address to which notice is to be given to it by providing written notice as provided above of such change in address.

16. **Confidentiality.** The Parties and their respective agents, employees, affiliates, officers, directors, attorneys, auditors and other representatives shall keep and maintain this Precedent Agreement and the independent provisions hereof in strict confidence, and shall not transmit, reveal, disclose or otherwise communicate any of the provisions of this Precedent Agreement to any person without first obtaining the express written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, that such consent shall not be required to the extent that either Party determines in its reasonable judgment that any such disclosure is required by law, regulation, or order of any governmental authority of competent jurisdiction, including but not limited to the FERC, or that disclosure is necessary to enforce the Party's rights hereunder or to defend itself with respect to litigation.

17. **Survival.** The Credit Agreement will be incorporated into the Service Agreement to be executed pursuant to this Precedent Agreement and the Credit Agreement and the provisions of Sections 5 and 10(c) of this Precedent Agreement will survive the termination of this Precedent Agreement, and the Credit Agreement will remain in effect during the term of the Service Agreement.

18. **Limitations on Damages.** EXCEPT AS OTHERWISE AGREED UPON HEREIN, THE PARTIES HERETO AGREE THAT NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT

LIMITATION, LOSS OF PROFITS OR BUSINESS INTERRUPTIONS) ARISING OUT OF OR IN ANY MANNER RELATED TO THIS PRECEDENT AGREEMENT, AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF OR THE SOLE, CONCURRENT OR CONTRIBUTORY NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OF EITHER PARTY.

19. **Miscellaneous.**

(a) All recitals and exhibits attached hereto are incorporated into this Precedent Agreement by reference and shall be deemed part of this Precedent Agreement as though they were in the main body of this Precedent Agreement.

(b) This Precedent Agreement shall not create any rights in third parties, and no provision of this Precedent Agreement shall be construed as creating any obligations for the benefit of, or rights in favor, any person or entity other than Transporter or Shipper, or their successors or permitted assignees.

(c) No waiver of either Party of any default by the other Party in the performance of any provision, condition or requirement herein shall be deemed a waiver of, or in any manner release the other Party from, future performance of any other provision, condition or requirement herein, nor shall such waiver be deemed to be a waiver of, or in any manner release the other Party from, future performance of the same provision, condition or requirement. Any delay or omission of either Party to exercise any right hereunder shall not impair the exercise of any such right, or any like right, accruing to it thereafter.

(d) This Precedent Agreement must be executed and delivered by both Parties to create a binding contractual commitment.

(e) This Precedent Agreement, and all of the terms and provisions contained herein, and the respective obligations of the Parties hereunder, are subject to all valid laws, orders, rules and regulations of duly constituted governmental authorities having jurisdiction.

(f) The construction, interpretation, and enforcement of this Precedent Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, excluding any conflict of law rules, which would refer any matter to the laws of a jurisdiction other than the Commonwealth of Pennsylvania.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Precedent Agreement to be duly executed in several counterparts by their proper officers as of the date indicated in the signature block.

Equitrans, L.P.	**EQT Energy, LLC**
By:	By:
Print Name: DAVID GRAY	Print Name: Donald Jenkins
Title: SVP MIDSTREAM ASSET MGT & SALES	Title: EVP Commercial

EXHIBIT 1
RECEIPT AND DELIVERY POINTS

RATE SCHEDULE FTS*

Receipt Point(s)	MDQ (Dth/Day)**	Delivery Point(s)	MDQ (Dth/Day)
[redacted]		MVP Webster or MVP Mobley	400,000

* The Anticipated Service Date shall be the date by which Transporter anticipates providing service to Shipper using the Project Capacity. The Anticipated Service Date is November 1, 2018. For purposes of this Precedent Agreement, the Service Agreement, and the Credit Agreement, the Service Commencement Date shall be the later of (i) November 1, 2018 or (ii) the first day of the month immediately following the date on which both (a) Transporter is authorized by FERC to commence service on the Project facilities and Transporter is first able, in its reasonable judgment, to render service to Shipper utilizing the Project Capacity and (b) MVP is authorized by FERC to commence service on the proposed MVP facilities from the Mobley area in Wetzel County, West Virginia to Pittsylvania County, Virginia. Provided, however, that if (i) MVP terminates its precedent agreement or service agreement with Shipper, for any reason, (ii) MVP withdraws its certificate application to FERC for the MVP project or does not accept a certificate issued by FERC for the MVP project or (iii) MVP in any way cancels or suspends the MVP project, then Shipper shall have the right to provide written notice to Transporter of its intention to terminate this Precedent Agreement, the Service Agreement, and the Credit Agreement, as applicable, within thirty (30) days of the date on which such right to terminate first becomes effective.

** Receipt Point MDQs do not include quantities required for retainage.

a. In accordance with Transporter's Tariff, Shipper can request to change the Receipt Point MDQ between the points listed above or to add new Receipt Points to the Service Agreement. In no event shall the combination of Receipt Point MDQs exceed the Contract MDQ.

b. Shipper will elect the level of Delivery Point MDQ in the Service Agreement. In accordance with Transporter's Tariff, Shipper can request to change the Delivery Point MDQ between the points listed above or to add new Delivery Points to the Service Agreement. In no event shall the combination of Delivery Point MDQs exceed the Contract MDQ.

c. Shipper acknowledges that Transporter has the right to reject Shipper's request to reallocate between existing Receipt Points or Delivery Points or to add new Receipt Point(s) or Delivery Point(s) if Shipper's Negotiated Rate is less than the Tariff rate for the resulting transportation path.

EXHIBIT 2

CREDIT AGREEMENT

This Credit Agreement ("Credit Agreement") is made and entered into effective this 26th day of Oct. 2015, by and between Equitrans, L.P. ("Transporter") and EQT Energy, LLC ("Shipper"). Each of Transporter and Shipper are sometimes referred to herein individually as "Party" or collectively as "Parties."

WHEREAS, Transporter owns and operates an interstate natural gas transmission and storage pipeline system in West Virginia and Pennsylvania ("Transporter's System"); and

WHEREAS, Transporter proposes to modify, expand and extend certain of its transmission facilities comprising the System in order to provide additional firm transmission service of up to approximately 600,000 dekatherms ("Dth") per day (hereinafter referred to as "Project"); and

WHEREAS, Transporter and Shipper entered into a Precedent Agreement, dated on or about even date herewith, for an aggregate capacity of 400,000 Dth/day of form transportation capacity on the Project ("Precedent Agreement"); and

WHEREAS, Transporter and Shipper have or will execute a Service Agreement as contemplated by and in accordance with the Precedent Agreement ("Service Agreement"); and

WHEREAS, Transporter will make significant capital expenditures to develop and construct the Project; and

WHEREAS, Transporter desires for Shipper to commit to provide Transporter with assurance of Shipper's performance of its financial obligations relating to or arising under the Service Agreement in consideration of Transporter's willingness to pursue the Project in accordance with the terms of the Precedent Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, Transporter and Shipper hereby agree as follows:

1. Shipper has furnished financial information requested by Transporter in accordance with Section 6.3 of the General Terms and Conditions of Transporter's FERC Gas Tariff (the "Tariff") and Transporter has conducted a credit evaluation of Shipper's current creditworthiness in accordance with Transporter's Tariff. Furthermore, for the duration of this Credit Agreement, the Precedent Agreement and any Service Agreement entered pursuant to the Precedent Agreement, Shipper shall deliver to Transporter within 120 days after the close of each fiscal year Shipper's financial statements that reflect the operations of Shipper for the most recent fiscal year, including, without limitation, a balance sheet, income statement, and statement of cash flows, with supporting schedules; all on a consolidated and consolidating basis and in reasonable detail; provided, if such financial statements are posted on the website of Shipper or Shipper's parent company or are otherwise publicly available on the website of the Securities Exchange Commission or a successor agency, then Shipper shall have no obligation to deliver such financial statements to Transporter.

2. Shipper shall be deemed creditworthy if Shipper has a Credit Rating (as defined below) of BBB- or better from Standard & Poor's Rating Group ("S&P") or its successor, and Baa3 or better from Moody's Investor Services, Inc. ("Moody's"). If Shipper is rated by more than one rating agency and the existing Credit Ratings are split, then the lowest Credit Rating from the rating agencies mentioned above shall be utilized. Alternatively, Shipper shall be deemed creditworthy if Shipper has a Guarantor (hereinafter referred to as the "Guarantor") of Shipper's obligations under the Precedent Agreement and the Service Agreements that has provided an irrevocable, unconditional guaranty in a dollar amount not to exceed a maximum of twelve (12) Months of reservation charges under the Service Agreement and in form and substance reasonably acceptable to Transporter issued by an entity which has a Credit Rating of BBB- or better from S&P and Baa3 or better from Moody's. Shipper agrees that it shall inform Transporter of any changes in its Credit Rating. Notwithstanding the foregoing, if at any time and from time to time Shipper does not meet the creditworthiness requirements of this Section 2, Shipper may be accepted as creditworthy by Transporter if Transporter determines that, notwithstanding the absence of an acceptable Credit Rating, the financial position of Shipper is acceptable to Transporter.

3. Notwithstanding the financial information reporting requirements outlined in Section 1 above, the Parties acknowledge that Shipper's and Guarantor's credit quality, as applicable, may change over time, and Transporter shall have the right to obtain updated or additional financial information from Shipper and Guarantor, as applicable, at any time to assess its current creditworthiness. If at any time during the period extending from the date Shipper satisfies or waives the conditions precedent in Section 7(a) of the Precedent Agreement through the end of the term of the Service Agreement, Shipper or Guarantor, as applicable, fail to demonstrate its creditworthiness to Transporter in accordance with Section 2 of this Credit Agreement or Transporter's Tariff or if Shipper or Guarantor loses its creditworthy status, then Transporter may at its discretion require Shipper and Guarantor to provide and maintain credit assurance, in form and substance reasonably acceptable to Transporter in accordance with this Credit Agreement and Transporter's Tariff, and in a dollar amount up to twelve (12) Months of reservation charges under the Service Agreement. Transporter agrees that any of the following may be proposed by Shipper or Guarantor as an alternate form of credit assurance in an amount at least equal to the "Amount of Credit Assurance" set forth in the table below in this Section 3, subject to such alternative being reasonably acceptable to Transporter as no less a credit assurance than previously provided and fully satisfactory in form and substance:

(i) an irrevocable letter of credit to Transporter, satisfactory to Transporter, in its reasonable discretion, verifying Shipper's creditworthiness, in a dollar amount not to exceed a maximum of twelve (12) Months of reservation charges under the Service Agreement;

(ii) a prepayment, in an amount not to exceed a maximum of twelve (12) Months of reservation charges under the Service Agreement, in advance for this service on Transporter's System;

(iii) a grant to Transporter of a security interest in collateral, the value of which is mutually agreed upon by Transporter and Shipper, to secure a dollar amount not to exceed a maximum of twelve (12) Months of reservation charges under the Service Agreement;

(iv) a guarantee by another person or entity which satisfies Transporter's credit appraisal for an amount not to exceed a maximum of twelve (12) Months of reservation charges under the Service Agreement; or

(v) other mutually agreeable forms and value of credit assurances to secure payment for an amount not to exceed a maximum of twelve (12) Months of reservation charges under the Service Agreement.

"Credit Rating" is defined to be a party's senior unsecured debt rating as assigned by S&P and Moody's. In the event, either S&P or Moody's discontinues its rating services, such that only one of the aforementioned rating agencies exist, Transporter and Shipper agree to discuss possible alternative agencies that rate senior unsecured debt.

If Shipper's or Guarantor's Credit Rating is rated by S&P or Moody's, then the amount of credit assurance shall be determined from the following table:

Shipper's or Guarantor's S&P Credit Rating*	**Shipper's or Guarantor's Moody's Credit Rating***	**Amount of Credit Assurance**
BBB- or better	Baa3 or better	None
BB+	Bal	Up to six (6) Months of reservation charges under the Service Agreement
BB or below	Ba2 or below	Up to twelve (12) Months of reservation charges under the Service Agreement

* In the event Shipper or Guarantor's Credit Rating from S&P and Moody's is not equivalent, on a relative scale, then the lower Credit Rating shall apply.

Shipper shall provide and maintain such required credit assurance to Transporter, in the amount specified in the table above, for the duration of any Service Agreement entered into pursuant to the Precedent Agreement, or until such earlier time when Shipper's Credit Rating is equal to BBB- or better from S&P and Baa3 or better from Moody's.

4. If neither S&P nor Moody's rates Shipper, then the amount of credit assurance required from Shipper shall be no more than twelve (12) Months of reservation charges under the Service Agreement.

5. To the extent not inconsistent with any other provision herein, each Party reserves all of its rights pursuant to Transporter's Tariff, pursuant to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction (including the Federal Energy Regulatory Commission), and pursuant to other contractual arrangements with the other, and pursuant to any other applicable legal or equitable rights. In the event of a conflict or ambiguity as between this Credit Agreement and the creditworthiness provision of Transporter's Tariff, the provisions of this

Credit Agreement shall prevail unless such provisions are in conflict with then governing FERC regulations or policies.

6. This Credit Agreement does not, and is not intended to, create a third party beneficiary relationship between or among Transporter, Shipper, and any third party.

7. THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, EXCEPT THAT ANY CONFLICT OF LAWS RULE OF THE COMMONWEALTH OF PENNSYLVANIA THAT WOULD REQUIRE REFERENCE TO THE LAWS OF SOME OTHER STATE OR JURISDICTION SHALL BE DISREGARDED. EACH PARTY AGREES TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF AND VENUE IN ANY FEDERAL OR STATE COURT OF COMPETENT JURISDICTION LOCATED IN ALLEGHENY COUNTY, PENNSYLVANIA, FOR ANY ACTION ARISING HEREUNDER.

8. This Credit Agreement shall become effective as of the date first set forth above. This Credit Agreement may be terminated by either Party upon the later of (i) the date the Precedent Agreement is lawfully terminated and full payment of all outstanding balances and charges has been made by Shipper, (ii) the latest date on which any Service Agreement entered pursuant to the Precedent Agreement is lawfully terminated and full payment of all outstanding balances and charges has been made by Shipper, or (iii) in the event that the Service Agreement is permanently assigned by Shipper to a third party, the date that any and all such permanently assigned firm transportation agreement(s) are lawfully terminated and full payment of all outstanding balances and charges for transportation service rendered prior to the effective date of such assignment has been made by Shipper.

9. Any entity, including any entity that shall succeed by purchase, merger, consolidation, or other transfer to the properties of either Transporter or Shipper, substantially or in entirety, shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Credit Agreement. Other than as set forth in the preceding sentence, no assignment of this Credit Agreement or of any of the rights or obligations hereunder shall be made, unless there first shall have been obtained the written consent thereto of the other Party to this Credit Agreement, which consent shall not be unreasonably withheld. It is agreed, however, that the restrictions on assignment contained in this section shall not in any way prevent either Party to this Credit Agreement from pledging or mortgaging its rights hereunder as security for its indebtedness.

10. This Credit Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings, and representations, whether written or oral, respecting the subject matter hereof are merged into and superseded by this Credit Agreement.

11. No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Credit Agreement.

IN WITNESS WHEREOF, the Parties have caused this Credit Agreement to be executed by their duly authorized representatives as of the date first written above.

Equitrans, L.P.

By: ______________________

Print Name: DAVID GRAY

Title: SVP MIDSTREAM ASSET MGT & SALES

MTG
WM

EQT Energy, LLC

By: ______________________

Print Name: Donald Jenkins

Title: EVP Commercial

EXHIBIT 3

NEGOTIATED RATE ADJUSTMENT

[redacted]

[redacted]

[redacted]

EQUITRANS

Equitrans Expansion Project

Docket No. CP16-__-000

Exhibit J – Federal Authorizations

Federal Authorizations							
Agency	**Permit/Approval/Consultation**	**Points of Contact**	**Notified of Intent to Use Pre-Filing Process**	**Agency Plans to Participate in Pre-Filing Process**	**Consultation Initiated**	**Permit Application Filed**	**Anticipated Permit or Authorization Receipt Date**
Federal Energy Regulatory Commission (FERC)	NGA Section 7 Certificate and abandonment authorization	Division of Gas-Environment and Engineering 888 1st Street NE Washington, DC 20426 Rich McGuire, Acting Director	April 1, 2015	Yes	March 25, 2015	October 2015	October 2016
Bureau of Indian Affairs, Eastern Regional Office	Consultation regarding which tribes may have potential interest in project area or presence of traditional cultural properties, and contact tribes as appropriate	Johnna Blackhair, Deputy Regional Director 545 Marriott Drive, Suite 700 Nashville, TN 37214	April 27, 2015	Pending further consultation	April 27, 2015	TBD	TBD
U.S. Department of Transportation (USDOT), Office of Safety, Energy, and the Environment	Consultation	1200 New Jersey Ave. SE Washington, D.C. 20590 Barbara McCann, Director	April 27, 2015	Pending further consultation	April 27, 2015	TBD	TBD
U.S. Army Corps of Engineers (USACE), Pittsburgh District	Section 404 Permit for impacts on waters of the U.S., including wetlands Section 10 Permit for activities affecting navigation	Pittsburgh District Corps of Engineers Regulatory/Permits Federal Bldg., 20th Floor 1000 Liberty Ave. Pittsburgh, PA 15222 412-395-7152	April 27, 2015	Pending further consultation	April 27, 2015	October 2015	June 10, 2016
USACE, Huntington District	Section 404 Permit for impacts on waters of the U.S., including wetlands	Huntington District Corps of Engineers Regulatory/Permits – Energy Resources (WV and OH) Colonel Leon F. Parrott 502 Eighth St. Huntington, WV 25701 (304) 399-5211	April 27, 2015	Pending further consultation	April 27, 2015	October 2015	December 2016

Federal Authorizations							
Agency	**Permit/Approval/Consultation**	**Points of Contact**	**Notified of Intent to Use Pre-Filing Process**	**Agency Plans to Participate in Pre-Filing Process**	**Consultation Initiated**	**Permit Application Filed**	**Anticipated Permit or Authorization Receipt Date**
U.S. Department of Agriculture (USDA), Pennsylvania	Consultation regarding permanent conversion of important farmland	Pennsylvania NRCS State Office One Credit Union Place, Suite 340 Harrisburg, PA 17110-2993 717-237-2207 Joe Kraft, State Soil Scientist	April 27, 2015	Pending further consultation	April 27, 2015	N/A	N/A
U.S. Fish and Wildlife Service (USFWS), Pennsylvania Field Office	Consultation under Section 7 of ESA for potential impacts on federally protected species Consultation regarding impacts on migratory birds Consultation regarding impacts on fish and wildlife	Pennsylvania Field Office Lora Zimmerman, Project Leader 110 Radnor Rd; Suite 101 State College, PA 16801 Phone: (814) 234-4090 Ext. 2233 Fax: (814) 234-0748 Email: lora_zimmerman@fws.gov	April 27, 2015	Pending further consultation	June 24, 2015	N/A	December 2016
Federal Aviation Administration (FAA)	Determination of Hazard or No Hazard	Katie Venticinque, Specialist 718-553-4542 Katie.venticinque@faa.gov Joan Tengowski, Technician 817-321-7760 Joan.tengowski@faa.gov	April 27, 2015	Pending further consultation	April 27, 2015	TBD	TBD

EQUITRANS[SM]

Equitrans Expansion Project

Docket No. CP16-__-000

Exhibit K – Cost of Facilities

EXHIBIT K
COST OF FACILITIES

	Line No.	Description	Pipelines	Redhook Compressor Station	Pratt Station Abandonment	Interconnect and Tap Facilities	TOTAL ESTIMATED COST
A	1	ROW / Site Cost	$ 1,200,000	$ 1,800,000	$ -	$ 521,000	$ 3,521,000
	2	Environmental & Civil Surveys	$ 708,404	$ 1,113,207	$ 105,000	$ 102,000	$ 2,028,611
	3	Materials	$ 8,133,000	$ 38,150,000	$ 2,950,000	$ 4,160,000	$ 53,393,000
	4	Construction Installation	$ 34,760,000	$ 19,005,000	$ 10,650,000	$ 2,090,000	$ 66,505,000
	5	Inspection & X-Ray Services	$ 4,615,000	$ 1,188,000	$ 2,075,000	$ 230,000	$ 8,108,000
	6	Other Services and Costs	$ 700,000	$ 1,100,000	$ 114,395	$ 100,000	$ 2,014,395
	7	Contingencies and Escalation	$ 3,114,296	$ 5,349,870	$ 1,421,046	$ 592,200	$ 10,477,412
B	8	Line Pack	$ 19,224	$ -	$ -	$ -	$ 19,224
	9	Overheads	$ 5,814,892	$ 7,393,504	$ 1,890,846	$ 851,236	$ 15,950,477
C	10	AFUDC Estimate	$ 2,729,955	$ 6,297,768	$ -	$ 503,214	$ 9,530,937
D	11	**TOTAL ESTIMATED COST**	**$ 61,794,771**	**$ 81,397,349**	**$ 19,206,287**	**$ 9,149,649**	**$ 171,548,056**

C	12	AFUDC Estimate	$ 2,729,955	$ 6,297,768	$ -	$ 503,214	$ 9,530,937
D - C	13	Raw Project Costs	$ 59,064,816	$ 75,099,580	$ 19,206,287	$ 8,646,436	$ 162,017,119

Exhibit K
AFUDC - Pipelines

Monthly AFUDC (semi-annual compounding) *0.713%*

Year	Month	CAPEX	AFUDC	**Pipeline Total**	1 month Trailing Cumlative CAPEX	
2015	Jan-15	$0	$0	$0	$ -	
2015	Feb-15	$0	$0	$0	$ -	
2015	Mar-15	$0	$0	$0	$ -	
2015	Apr-15	$0	$0	$0	$ -	
2015	May-15	$264,589	$943	$265,532	$ -	
2015	Jun-15	$264,589	$2,837	$267,425	$ 265,532	
2015	Jul-15	$264,589	$4,744	$269,332	$ 532,957	
2015	Aug-15	$264,589	$6,665	$271,253	$ 802,290	
2015	Sep-15	$264,589	$8,599	$273,187	$ 1,073,543	
2015	Oct-15	$264,589	$10,547	$275,135	$ 1,346,730	
2015	Nov-15	$264,589	$12,509	$277,097	$ 1,621,866	
2015	Dec-15	$264,589	$14,485	$279,073	$ 1,898,963	
2016	Jan-16	$264,589	$16,475	$281,064	$ 2,178,037	
2016	Feb-16	$264,589	$18,479	$283,068	$ 2,459,100	
2016	Mar-16	$264,589	$20,498	$285,086	$ 2,742,168	
2016	Apr-16	$264,589	$22,531	$287,119	$ 3,027,255	
2016	May-16	$264,589	$24,578	$289,167	$ 3,314,374	
2016	Jun-16	$264,589	$26,640	$291,229	$ 3,603,541	
2016	Jul-16	$264,589	$28,717	$293,306	$ 3,894,769	
2016	Aug-16	$264,589	$30,809	$295,397	$ 4,188,075	
2016	Sep-16	$264,589	$32,915	$297,504	$ 4,483,472	
2016	Oct-16	$1,371,155	$38,982	$1,410,137	$ 4,780,976	
2016	Nov-16	$1,106,567	$48,094	$1,154,661	$ 6,191,113	
2016	Dec-16	$1,106,567	$56,328	$1,162,895	$ 7,345,774	
2017	Jan-17	$1,106,567	$64,621	$1,171,187	$ 8,508,668	
2017	Feb-17	$4,898,676	$86,493	$4,985,169	$ 9,679,855	
2017	Mar-17	$4,898,676	$122,042	$5,020,718	$ 14,665,024	
2017	Apr-17	$3,792,109	$153,900	$3,946,009	$ 19,685,743	
2017	May-17	$3,792,109	$182,039	$3,974,148	$ 23,631,751	
2017	Jun-17	$3,792,109	$210,378	$4,002,487	$ 27,605,899	
2017	Jul-17	$3,792,109	$238,920	$4,031,029	$ 31,608,387	
2017	Aug-17	$3,792,109	$267,665	$4,059,774	$ 35,639,416	
2017	Sep-17	$3,792,109	$296,615	$4,088,725	$ 39,699,190	
2017	Oct-17	$3,792,109	$325,772	$4,117,881	$ 43,787,914	
2017	Nov-17	$3,792,109	$355,137	$4,147,246	$ 47,905,796	**TIL 4Q'17**
2017	Dec-17	$3,792,109		$3,792,109	$ 52,053,041	
2018	Jan-18	$983,615		$983,615	$ 55,845,151	
2018	Feb-18	$983,615		$983,615	$ 56,828,765	
2018	Mar-18	$983,615		$983,615	$ 57,812,380	
2018	Apr-18	$983,615		$983,615	$ 58,795,995	
2018	May-18	$983,615		$983,615	$ 59,779,610	
2018	Jun-18	$983,615		$983,615	$ 60,763,224	
2018	Jul-18	$47,932		$47,932	$ 61,746,839	
2018	Aug-18	$0		$0	$ 61,794,771	
2018	Sep-18	$0		$0	$ 61,794,771	
2018	Oct-18	$0		$0	$ 61,794,771	
2018	Nov-18	$0		$0	$ 61,794,771	
2018	Dec-18	$0		$0	$ 61,794,771	
2019	Jan-19	$0		$0	$ 61,794,771	
		$59,064,816	**$2,729,955**	**$61,794,771**		

Exhibit K
AFUDC - Redhook

Monthly AFUDC (semi-annual compounding) *0.713%*

Year	Month	CAPEX	AFUDC	**Redhook Compressor Station Total**	1 month Trailing Cumlative CAPEX	
2015	Jan-15	$0	$0	$0	$ -	
2015	Feb-15	$0	$0	$0	$ -	
2015	Mar-15	$0	$0	$0	$ -	
2015	Apr-15	$0	$0	$0	$ -	
2015	May-15	$373,241	$1,331	$374,572	$ -	
2015	Jun-15	$373,241	$4,002	$377,243	$ 374,572	
2015	Jul-15	$373,241	$6,692	$379,933	$ 751,815	
2015	Aug-15	$1,048,860	$11,810	$1,060,670	$ 1,131,748	
2015	Sep-15	$373,241	$16,965	$390,206	$ 2,192,419	
2015	Oct-15	$373,241	$19,747	$392,989	$ 2,582,625	
2015	Nov-15	$373,241	$22,550	$395,791	$ 2,975,614	
2015	Dec-15	$773,787	$26,800	$800,587	$ 3,371,405	
2016	Jan-16	$373,241	$31,081	$404,322	$ 4,171,992	
2016	Feb-16	$373,241	$33,964	$407,206	$ 4,576,314	
2016	Mar-16	$373,241	$36,868	$410,109	$ 4,983,520	
2016	Apr-16	$1,724,479	$44,611	$1,769,090	$ 5,393,630	
2016	May-16	$373,241	$52,408	$425,649	$ 7,162,719	
2016	Jun-16	$400,545	$55,541	$456,086	$ 7,588,369	
2016	Jul-16	$4,729,332	$74,227	$4,803,559	$ 8,044,455	
2016	Aug-16	$801,091	$94,475	$895,566	$ 12,848,014	
2016	Sep-16	$2,002,727	$105,146	$2,107,873	$ 13,743,580	
2016	Oct-16	$1,201,636	$117,321	$1,318,957	$ 15,851,454	
2016	Nov-16	$4,729,332	$139,304	$4,868,636	$ 17,170,411	
2016	Dec-16	$4,126,637	$171,874	$4,298,511	$ 22,039,047	
2017	Jan-17	$2,123,909	$195,386	$2,319,295	$ 26,337,558	
2017	Feb-17	$4,014,556	$218,666	$4,233,222	$ 28,656,853	
2017	Mar-17	$4,014,556	$248,853	$4,263,409	$ 32,890,075	
2017	Apr-17	$3,917,504	$278,909	$4,196,413	$ 37,153,484	
2017	May-17	$3,092,283	$305,891	$3,398,175	$ 41,349,897	
2017	Jun-17	$1,890,647	$325,839	$2,216,486	$ 44,748,071	
2017	Jul-17	$1,890,647	$341,645	$2,232,292	$ 46,964,558	
2017	Aug-17	$1,890,647	$357,563	$2,248,210	$ 49,196,850	
2017	Sep-17	$1,890,647	$373,595	$2,264,242	$ 51,445,060	
2017	Oct-17	$1,890,647	$389,742	$2,280,389	$ 53,709,302	
2017	Nov-17	$1,890,647	$406,003	$2,296,650	$ 55,989,691	
2017	Dec-17	$1,890,647	$422,380	$2,313,027	$ 58,286,341	
2018	Jan-18	$1,890,647	$438,875	$2,329,522	$ 60,599,369	
2018	Feb-18	$1,890,647	$455,486	$2,346,133	$ 62,928,890	
2018	Mar-18	$1,890,647	$472,217	$2,362,864	$ 65,275,024	**TIL 2Q'18**
2018	Apr-18	$1,890,647		$1,890,647	$ 67,637,887	
2018	May-18	$1,890,647		$1,890,647	$ 69,528,534	
2018	Jun-18	$1,890,647		$1,890,647	$ 71,419,181	
2018	Jul-18	$1,339,208		$1,339,208	$ 73,309,828	
2018	Aug-18	$1,339,208		$1,339,208	$ 74,649,037	
2018	Sep-18	$1,339,208		$1,339,208	$ 75,988,245	
2018	Oct-18	$1,339,208		$1,339,208	$ 77,327,453	
2018	Nov-18	$1,339,208		$1,339,208	$ 78,666,662	
2018	Dec-18	$1,339,208		$1,339,208	$ 80,005,870	
2019	Jan-19	$52,270		$52,270	$ 81,345,078	
		$75,099,580	**$6,297,768**	**$81,397,348**		

Exhibit K
AFUDC - Interconnect and Tap Facilities

Monthly AFUDC (semi-annual compounding) *0.713%*

Year	Month	CAPEX	AFUDC	Interconnect and Tap Facilities Total	1 month Trailing Cumlative CAPEX	
2015	Jan-15	$0	$0	$0	$ -	
2015	Feb-15	$0	$0	$0	$ -	
2015	Mar-15	$0	$0	$0	$ -	
2015	Apr-15	$0	$0	$0	$ -	
2015	May-15	$0	$0	$0	$ -	
2015	Jun-15	$0	$0	$0	$ -	
2015	Jul-15	$0	$0	$0	$ -	
2015	Aug-15	$74,145	$264	$74,409	$ -	
2015	Sep-15	$74,145	$795	$74,940	$ 74,409	
2015	Oct-15	$74,145	$1,329	$75,474	$ 149,349	
2015	Nov-15	$74,145	$1,868	$76,012	$ 224,823	
2015	Dec-15	$74,145	$2,410	$76,554	$ 300,835	
2016	Jan-16	$74,145	$2,956	$77,100	$ 377,390	
2016	Feb-16	$74,145	$3,505	$77,650	$ 454,490	
2016	Mar-16	$74,145	$4,059	$78,204	$ 532,140	
2016	Apr-16	$74,145	$4,617	$78,761	$ 610,344	
2016	May-16	$74,145	$5,178	$79,323	$ 689,105	
2016	Jun-16	$74,145	$5,744	$79,889	$ 768,428	
2016	Jul-16	$74,145	$6,314	$80,458	$ 848,317	
2016	Aug-16	$274,073	$7,600	$281,673	$ 928,776	
2016	Sep-16	$199,928	$9,345	$209,273	$ 1,210,449	
2016	Oct-16	$199,928	$10,837	$210,765	$ 1,419,722	
2016	Nov-16	$199,928	$12,340	$212,268	$ 1,630,487	
2016	Dec-16	$632,046	$15,394	$647,441	$ 1,842,755	
2017	Jan-17	$632,046	$20,011	$652,058	$ 2,490,195	
2017	Feb-17	$432,118	$23,948	$456,066	$ 3,142,253	
2017	Mar-17	$432,118	$27,200	$459,319	$ 3,598,319	
2017	Apr-17	$432,118	$30,476	$462,594	$ 4,057,638	
2017	May-17	$432,118	$33,774	$465,893	$ 4,520,232	
2017	Jun-17	$432,118	$37,097	$469,215	$ 4,986,125	
2017	Jul-17	$432,118	$40,443	$472,561	$ 5,455,340	
2017	Aug-17	$432,118	$43,813	$475,931	$ 5,927,901	
2017	Sep-17	$432,118	$47,206	$479,325	$ 6,403,831	
2017	Oct-17	$432,118	$50,624	$482,743	$ 6,883,156	
2017	Nov-17	$432,118	$54,067	$486,185	$ 7,365,899	TIL 4Q'17
2017	Dec-17	$432,118		$432,118	$ 7,852,084	
2018	Jan-18	$216,139		$216,139	$ 8,284,202	
2018	Feb-18	$216,139		$216,139	$ 8,500,341	
2018	Mar-18	$216,139		$216,139	$ 8,716,479	
2018	Apr-18	$216,139		$216,139	$ 8,932,618	
2018	May-18	$893		$893	$ 9,148,757	
2018	Jun-18	$0		$0	$ 9,149,650	
2018	Jul-18	$0		$0	$ 9,149,650	
2018	Aug-18	$0		$0	$ 9,149,650	
2018	Sep-18	$0		$0	$ 9,149,650	
2018	Oct-18	$0		$0	$ 9,149,650	
2018	Nov-18	$0		$0	$ 9,149,650	
2018	Dec-18	$0		$0	$ 9,149,650	
2019	Jan-19	$0		$0	$ 9,149,650	
		$8,646,436	**$503,214**	**$9,149,650**		

EQUITRANS

Equitrans Expansion Project

Docket No. CP16-__-000

Exhibit N – Revenues, Expenses, Income

Exhibit N
Revenue, Expenses and Income

Line No.	Description (Col. 1)	Notes (Col. 2)	Year 1 (Col. 3)	Year 2 (Col. 4)	Year 3 (Col. 5)
1	Contracted MDQ, Dth/d		400,000	400,000	400,000
	Mainline System Maximum ITS				
2	Rate- Winter, $/Dth	1/	$ 0.3239	$ 0.3239	$ 0.3239
3	Sub-Total Revenues	Line 1 x Line 2 x 151	$ 19,563,560	$ 19,563,560	$ 19,563,560
4	Contracted MDQ, Dth/d		400,000	400,000	400,000
	Mainline System Maximum ITS				
5	Rate- Base $/Dth	1/	$ 0.3018	$ 0.3018	$ 0.3018
6	Sub-Total Revenues	Line 4 x Line 5 x 214	$ 25,834,080	$ 25,834,080	$ 25,834,080
7	**Grand Total Revenues**	Line 6 + Line 3	**$ 45,397,640**	**$ 45,397,640**	**$ 45,397,640**
	Expenses:				
8	Operation and Maintenance		$ 1,562,448	$ 1,580,437	$ 1,612,133
9	Depreciation Expense		$ 4,230,196	$ 4,230,196	$ 4,230,196
10	Other Taxes		$ 131,014	$ 127,655	$ 124,296
11	Interest Expense		$ 4,071,665	$ 3,892,161	$ 3,684,236
12	**Total Expenses**		**$ 9,995,323**	**$ 9,830,448**	**$ 9,650,860**
13	Taxable Income	Line 7 - Line 12	$ 35,402,317	$ 35,567,192	$ 35,746,780
14	Income Tax at 39.96%		$ 14,146,766	$ 14,212,650	$ 14,284,413
15	**Net Income**		**$ 21,255,551**	**$ 21,354,542**	**$ 21,462,367**
16	Cost of Service	Page 3, Line 7	$ 30,533,569	$ 29,447,151	$ 28,200,111
17	Over Recovery	Line 7 - Line 16	$ 14,864,071	$ 15,950,489	$ 17,197,529

1/ See Equitrans' Tariff, Section 4.2, Statement of Rates, Rate Schedule ITS.

Exhibit N
Calculation of Rates

Line No.	Description (Col. 1)	Notes (Col. 2)	Amounts (Col. 3)
1	Firm Transportation Reservation Determinants (Dth/day)	1/	600,000
2	Annual Firm Transportation Reservation Determinants (Dth)		7,200,000
3	Transportation Rate Derivation		
4	Cost of Service	Page 3 line 5	$ 30,533,569
5	Monthly Incremental Firm Transportation Reservation Rate		$ 4.2408
6	100% Load Factor Incremental Interruptible Transportation Rate		$ 0.1394
	Existing Mainline System ITS Rates:		
7	Winter		$ 0.3239
8	Base		$ 0.3018
	Rate Below Existing Mainline System ITS Rates:		
9	Winter	Line 6 - Line 7	$ 0.1845
10	Base	Line 6 - Line 8	$ 0.1624

1/ design capacity of Equitrans Expansion Project

Exhibit N
Cost of Service

Line No.	Description (Col. 1)	Notes (Col. 2)	Year 1 (Col. 2)	Year 2 (Col. 3)	Year 3 (Col. 4)
1	Operation and Maintenance Expense		$ 1,562,448	$ 1,580,437	$ 1,612,133
2	Depreciation Expense at 2.5%		$ 4,230,196	$ 4,230,196	$ 4,230,196
3	Other Taxes		$ 131,014	$ 127,655	$ 124,296
4	Pretax Return	Page 4 line 9	$ 24,974,911	$ 23,873,864	$ 22,598,486
5	Total Cost of Service before IT Revenue Credits		$ 30,898,569	$ 29,812,151	$ 28,565,111
6	IT Revenue Credits	1/	$ 365,000	$ 365,000	$ 365,000
7	Total Cost of Service		$ 30,533,569	$ 29,447,151	$ 28,200,111

1/ Projected IT revenues which are credited to the cost of service

Exhibit N
Rate Base and Return

Line No.	Description (Col. 1)	Notes (Col. 2)	Year 1 (Col. 2)	Year 2 (Col. 3)	Year 3 (Col. 4)
1	Gross Plant	Exhibit K	$ 171,548,056	$ 171,548,056	$ 171,548,056
2	Less: Land and Line Pack		$ (2,340,224)	$ (2,340,224)	$ (2,340,224)
3	Gross Plant (Depreciable)		$ 169,207,832	$ 169,207,832	$ 169,207,832
4	Accumulated Depreciation		$ 4,230,196	$ 8,460,392	$ 12,690,587
5	Net Plant		$ 167,317,860	$ 163,087,665	$ 158,857,469
6	Average Accumulated Deferred Taxes	Page 5 line 8	$ (818,452)	$ (3,928,572)	$ (8,200,893)
7	Total Rate Base		$ 166,499,408	$ 159,159,093	$ 150,656,576
8	Pretax Return Rate	1/	15.00%	15.00%	15.00%
9	Pretax Return		$ 24,974,911	$ 23,873,864	$ 22,598,486

1/ established in Equitrans last rate case Docket No. RP05-164

Exhibit N
Deferred Income Taxes

Line No.	Description (Col. 1)	Notes (Col. 2)	Year 1 (Col. 2)	Year 2 (Col. 3)	Year 3 (Col. 4)
1	Plant excluding Equity AFUDC		$ 163,854,334	$ 163,854,334	$ 163,854,334
2	Book Rate		2.50%	2.50%	2.50%
3	Tax Rate	1/	5.00%	9.50%	8.55%
4	Current Year Book to Tax Difference		$ 4,096,358	$ 11,469,803	$ 9,913,187
5	Beginning Balance		$ -	$ 1,636,905	$ 6,220,238
6	Current Deferred Taxes @ 39.96%		$ 1,636,905	$ 4,583,333	$ 3,961,310
7	Ending Balance		$ 1,636,905	$ 6,220,238	$ 10,181,548
8	Average Accumulated Deferred Taxes		$ 818,452	$ 3,928,572	$ 8,200,893

1/ 15 years MACRS

Equitrans Expansion Project

Docket No. CP16-__-000

Exhibit Y – Accounting Treatment of Abandonment

EXHIBIT Y
Accounting Treatment of Abandonment

Abandonment				
Account Number	Account Title	Detail $	Debit $	Credit $
108	Accumulated Provision for Depreciation		$ 16,454,806	
101	Gas Plant In Service			$ 16,454,806
	368 Compr Station Equip	$ 13,296,664		
	366 Compr Sta Structures	$ 1,336,102		
	367 Mains	$ 494,761		
	354 Compr Station Equip	$ 688,678		
	369 Meas/Reg Sta Equip	$ 564,659		
	390 Buildings	$ 66,953		
	397 Comm Eq-Hardware/Data	$ 1,401		
	397 ComEq-Microwave/Tower	$ 1,685		
	371 Other Equipment	$ 3,006		
	355 Meas/Reg Sta Equip	$ 898		

Adjust Deferred Taxes and Tax Provisions 1/			
Account Number	Account Title	Debit $	Credit $
410	Provision for Deferred Income Taxes	$ 3,550,707	
282	Accumulated Deferred Income Taxes - Other Taxes		$ 3,550,707

Cost of Removal 1/			
Account Number	Account Title	Debit $	Credit $
108	Accumulated Provision for Depreciation	$ 19,206,287	
131	Cash		$ 19,206,287

Salvage 1/			
Account Number	Account Title	Debit $	Credit $
131	Cash	$ 100,000	
108	Accumulated Provision for Depreciation		$ 100,000

1/ Estimated Costs

Equitrans Expansion Project

Docket No. CP16-__-000

Exhibit Z-1 – Fuel Study

<u>SYSTEM FUEL STUDY</u>

<u>TABLE OF CONTENTS</u>

DESCRIPTION	PAGE NO.
SYSTEM FUEL STUDY OVERVIEW	1
SYSTEM FUEL STUDY RECOMMENDATIONS	1
SUMMARY OF FUEL STUDY GRAPHS	2
GRAPH OF HISTORICAL SYSTEM DELIVERIES FROM EQUITRANS	3
GRAPH OF EQUITRANS EXPANSION PROJECT FUEL STUDY	4

SYSTEM FUEL STUDY OVERVIEW

Equitrans is committed to providing efficient transportation services through its highly integrated network of pipelines and compressor stations. Equitrans utilizes operational models to evaluate system efficiency and to make regular operational decisions that result in a reduction of system fuel used for transportation. The operational models are also utilized for future system planning and expansion project development. The Equitrans Expansion Project ("Project") was developed from careful consideration of existing system operations and expansion customer requirements. Equitrans is dedicated to continuing the efficient transportation services that the Equitrans Mainline System maintains.

A system fuel study was conducted during the development of the Project to determine the impact of the Project on system compressor fuel across the Equitrans Mainline System. The system fuel study utilizes a representative sampling of data generated from actual Equitrans Mainline System operating conditions during the annual period from July 1, 2014 to June 30, 2015. Ten representative days were chosen from the historical period in order to assess the overall system impact of the Project facilities over a range of flow data. The system was reviewed with and without the proposed Project facilities using the representative historical flow data. The system compressor fuel consumption was determined for the overall Equitrans Mainline System with and without the Project for the purposes of predicting the impact of the Project on system fuel rates.

The system fuel study assumes that all compressor fuel at Pratt Compressor Station will go to zero for the future system scenarios based on the planned decommissioning of the units at Pratt Compressor Station with the overall Project design. The proposed Project compressor facilities were assumed to be fully utilized during all ten representative study days. Compression fuel for the proposed Project facilities was assumed to be at full load demand at a 60 degree Fahrenheit design.

The path of the Project is from receipt points in Allegheny, Greene and Washington Counties, Pennsylvania to the proposed Mountain Valley Pipeline at the Mobley Tap and Webster Interconnect in Wetzel County, West Virginia.

SYSTEM FUEL STUDY RECOMMENDATIONS

The system fuel study results indicate that the proposed Project facilities will result in a minimal increase in system fuel consumption across the Equitrans Mainline System for the ten days studied. For the ten study days, the average change in overall system fuel to existing system customers for the system is 0.09%, demonstrating that the Project facilities yield a negligible impact to existing system customers.

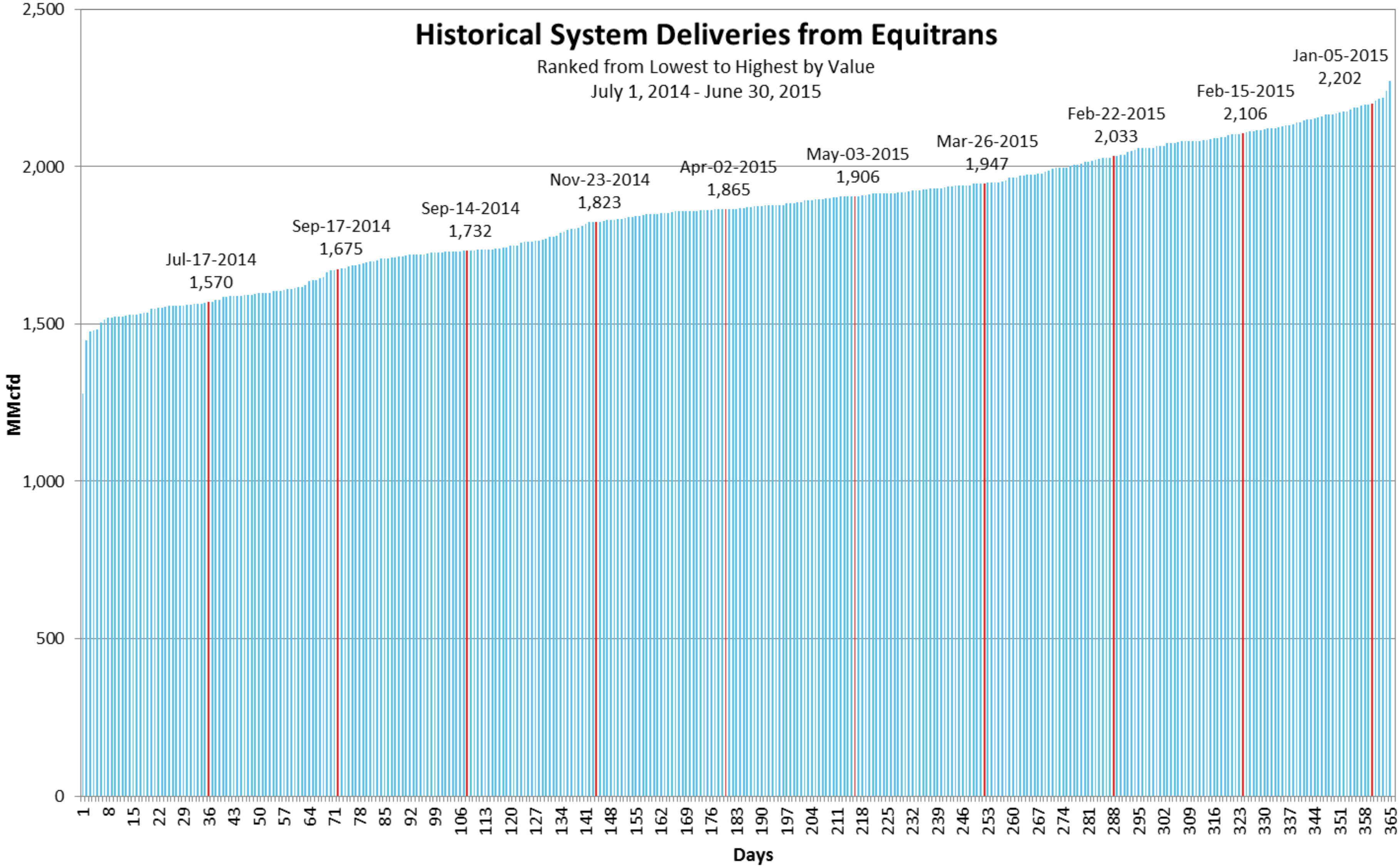
The system fuel study results support Equitrans' request for rolled-in fuel rates for the Equitrans Expansion Project.

SUMMARY OF FUEL STUDY GRAPHS

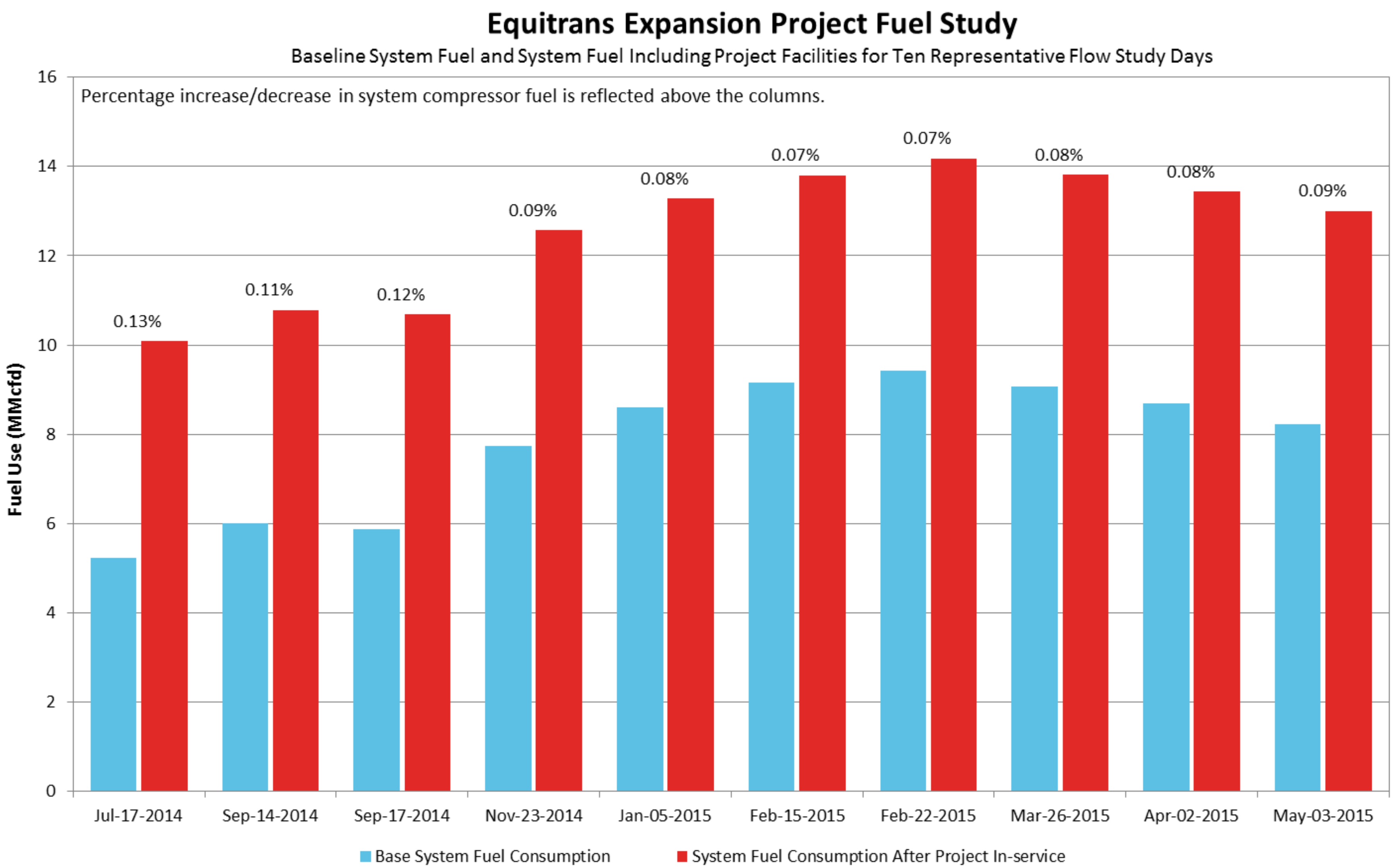
Exhibit Z-1 Page 3 contains a graphical illustration of the historical daily volume delivered from the Equitrans Mainline System for a 365 day period (July 1, 2014 – June 30, 2015). The daily deliveries are ranked from the lowest to highest value in the graph. This information was utilized to select ten historical flow study days that are representative of the range of system operating conditions observed during the 365 day period. These representative flow study days (shown in red) were selected at evenly-spaced intervals.

Exhibit Z-1 Page 4 contains a graphical representation of the Project fuel study results. For each study day, there are two vertical bars. The first bar (in blue) displays the baseline fuel consumption, which represents the modeled system fuel attributable to system customers (i.e., non-Project customers) without the Project facilities in service. The baseline model includes actual system volumes measured on each flow study day. The second bar (in red) represents the system fuel that would have been attributed to existing system customers had the Project facilities been in service. In the second model it is assumed that Project transportation volumes match the load factor of the system for each study day.

EQUITRANS, L.P.
DOCKET NO. CP16-____-000
EXHIBIT Z-1
PAGE 3



EQUITRANS, L.P.
DOCKET NO. CP16-____-000
EXHIBIT Z-1
PAGE 4



EQUITRANS[SM]

Equitrans Expansion Project

Docket No. CP16-__-000

Exhibit Z-2 – Form of Notice

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Equitrans, L.P.	)	Docket Nos. CP16-___-000 PF15-22-000

NOTICE OF APPLICATION FOR CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY

(November ___, 2015)

Take notice that on October 27, 2015, Equitrans, L.P. ("Equitrans"), having its principal place of business at 625 Liberty Avenue, Suite 1700, Pittsburgh, Pennsylvania 15222, filed an application in Docket No. CP16-___-000 pursuant to Sections 7(b) and 7(c) of the Natural Gas Act ("NGA") and Part 157 of the Commission's regulations, for a certificate of public convenience and necessity to construct and operate new facilities as well as abandon certain facilities as part of its Equitrans Expansion Project. The Equitrans Expansion Project is designed to provide up to 600,000 dekatherms per day of additional north-south firm capacity on Equitrans' Mainline System and will address infrastructure constraints associated with the development of natural gas in the central Appalachian Basin. Specifically, Equitrans proposes to construct, own, and operate (i) approximately 7.87 miles of pipeline in Allegheny, Washington, and Greene Counties, Pennsylvania and Wetzel County, West Virginia; (ii) a new 31,300 nominal horsepower ("HP") compressor station (the "Redhook Compressor Station") in Greene County, Pennsylvania; (iii) a new interconnect in Wetzel County, West Virginia with Mountain Valley Pipeline, LLC's ("Mountain Valley") planned pipeline system (the "Webster Interconnect"); and (iv) additional ancillary facilities. Equitrans also seeks authority to abandon an existing 4,800 HP compressor station in Greene County, Pennsylvania following the construction of the new Redhook Compressor Station. Equitrans' application, which is on file with the Commission and open for public inspection, describes the project in more detail.

Questions regarding this application should be directed to Matthew Eggerding, Counsel, Midstream, Equitrans, L.P., 625 Liberty Avenue, Suite 1700, Pittsburgh, PA 15222 by calling (412) 553-5786; by faxing (412) 553-7781; or by e-mailing MEggerding@eqt.com.

On April 9, 2015, the Commission staff granted Equitrans' request to utilize the National Environmental Policy Act (NEPA) Pre-Filing Process and assigned Docket No. PF15-22-000 to staff activities involving the Equitrans Expansion Project. Now, as of the filing of this application on October 23, 2015, the NEPA Pre-Filing Process for this project has ended. From this time forward, this proceeding will be conducted in Docket No. CP16-___-000, as noted in the caption of this Notice.

Pursuant to section 157.9 of the Commission's regulations, 18 CFR § 157.9, within 90 days of this Notice the Commission staff will issue a Notice of Schedule for Environmental Review that it will indicate, among other milestones, the anticipated date for the Commission staff's issuance of the final environmental impact statement (FEIS) for this proposal. The Notice of Schedule for Environmental Review will serve to notify federal and state agencies of the timing for the completion of all necessary reviews, and the subsequent need to complete all federal authorizations within 90 days of the date of issuance of the Commission staff's FEIS.

There are two ways to become involved in the Commission's review of this project. First, any person wishing to obtain legal status by becoming a party to the proceedings for this project should, on or before the comment date stated below, file with the Federal Energy Regulatory Commission, 888 First Street, NE, Washington, DC 20426, a motion to intervene in accordance with the requirements of the Commission's Rules of Practice and Procedure (18 CFR §§ 385.214 or 385.211) and the Regulations under the NGA (18 CFR § 157.10). A person obtaining party status will be placed on the service list maintained by the Secretary of the Commission and will receive copies of all documents filed by the applicant and by all other parties. A party must submit seven copies of filings made with the Commission and must mail a copy to the applicant and to every other party in the proceeding. Only parties to the proceeding can ask for court review of Commission orders in the proceeding.

Persons who wish to comment only on the environmental review of this project should submit an original and two copies of their comments to the Secretary of the Commission. Environmental commentors will be placed on the Commission's environmental mailing list, will receive copies of the environmental documents, and will be notified of meetings associated with the Commission's environmental review process. Environmental commentors will not be required to serve copies of filed documents on all other parties. However, the non-party commentors will not receive copies of all documents filed by other parties or issued by the Commission (except for the mailing of environmental documents issued by the Commission) and will not have the right to seek court review of the Commission's final order.

However, a person does not have to intervene in order to have comments considered. The second way to participate is by filing with the Secretary of the Commission, as soon as possible, an original and two copies of comments in support of or in opposition to this project. The Commission will consider these comments in determining the appropriate action to be taken, but the filing of a comment alone will not serve to make the filer a party to the proceeding. The Commission's rules require that persons filing comments in opposition to the project provide copies of their protests only to the party or parties directly involved in the protest.

The Commission encourages electronic submission of protests and interventions in lieu of paper using the "eFiling" link at http://www.ferc.gov. Persons unable to file electronically should submit an original and seven copies of the protest or intervention to the Federal Energy Regulatory Commission, 888 First Street, NE, Washington, DC 20426.

This filing is accessible on-line at http://www.ferc.gov using the "eLibrary" link and is available for review in the Commission's Public Reference Room in Washington, DC. Enter the docket number excluding the last three digits in the docket number field to access the document. There is an "eSubscription" link on the web site that enables subscribers to receive email notification when a document is added to a subscribed docket(s). For assistance with any FERC Online service, please email FERCOnlineSupport@ferc.gov, or call (866) 208-3676 (toll free). For TTY, call (202) 502-8659.

Comment Date: ____________________

Kimberly D. Bose,
Secretary.

EQUITRANS℠

Equitrans Expansion Project

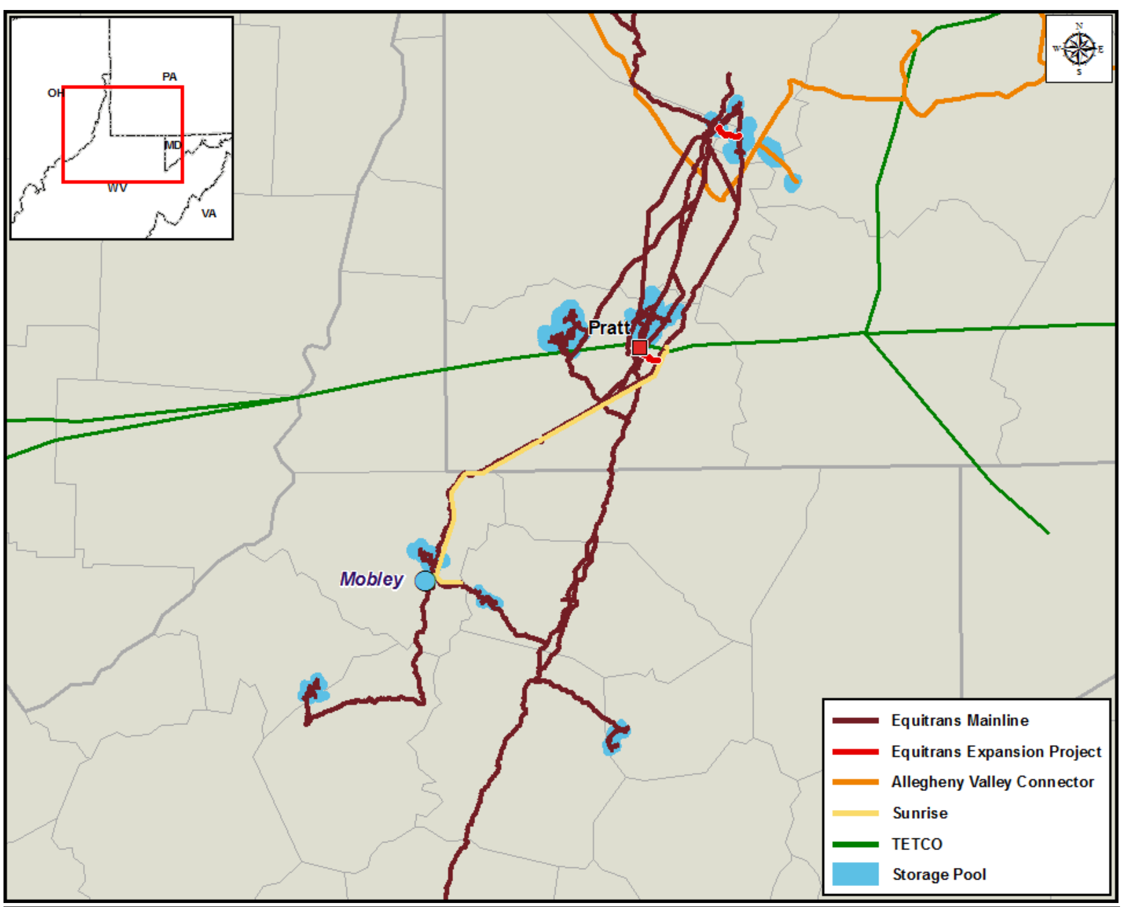
Docket No. CP16-__-000

Exhibit Z-3 – Open Season Notices

Equitrans Expansion Project
Non-Binding Open Season and
Reverse Open Season

March 5, 2015

Equitrans, LP (Equitrans), a subsidiary of EQT Midstream Partners, LP is pleased to announce the commencement of an Open Season for its proposed Equitrans Expansion Project. The Equitrans Expansion Project will expand and extend Equitrans' existing natural gas transmission system to provide interconnects with existing and future natural gas pipelines in the central Appalachian Basin region. Equitrans' existing transmission systems are located in the central Appalachian Basin, extending from north central West Virginia through southwestern Pennsylvania, and currently provide producers access to local, northeastern, and Mid-Atlantic markets. By expanding Equitrans' Transmission System, the Equitrans Expansion Project has the ability to diversify and enhance producers' market access to provide timely, cost-effective access to the growing demand for natural gas by local distribution companies (LDCs), industrial users, and power generation facilities located in local, northeastern, Mid-Atlantic and southeastern regions of the United States via existing and future interconnects.



EQT Midstream PARTNERS, LP

Project Overview

The proposed Equitrans Expansion Project will include the addition of high pressure transmission pipeline and compression facilities. In response to growing volumes from shippers with interconnects north of the existing Pratt Compressor Station, Equitrans is proposing a project to move an incremental 600,000 dekatherms (Dth) per day from that portion of its existing Mainline System to existing and proposed new market interconnects south of the Pratt Compressor Station, including those with Texas Eastern Transmission, LP, Dominion Transmission, Inc., and Mountain Valley Pipeline, LLC.

The purpose of this Open Season is to provide all market participants, whether producers, marketers or local distribution companies, the opportunity to further identify capacity needs at existing or new receipt points along Equitrans' Mainline System north of the existing Pratt Compressor Station for delivery to existing and future interconnects with natural gas pipelines in the central Appalachian Basin region. The final level of additional firm transmission capacity and specific system modifications and additions for the project will be based on the results of this Open Season.

The anticipated in-service date of the Equitrans Expansion Project is during the fourth quarter of 2018. The project expects to be supported by market commitments, and regulatory approval will be pursued for the project on that basis. Parties contracting for capacity on this project who qualify as Anchor Shippers will be provided with additional benefits consistent with regulatory requirements.

Equitrans Expansion Project Highlights

- New firm transportation capacity available in the fourth quarter of 2018
- Potential access to the growing power generation, industrial, and LDC markets in local, northeastern, Mid-Atlantic, and southeastern regions of the United States, via existing and future interconnects
- Diverse receipt point locations to access prolific central Appalachian Basin production

Anchor Shipper Status

Equitrans is providing all interested entities with an opportunity to attain Anchor Shipper status for this project. To qualify as an Anchor Shipper on the project, a party must sign a Precedent Agreement and Credit Agreement and commit to at least 250,000 Dth per day of firm capacity on the project, for a minimum of 20 years. Anchor Shippers will be eligible to receive benefits, consistent with regulatory requirements that will be detailed in the Precedent Agreements.

Applicable Rates

Equitrans estimates the recourse rates for service for the Equitrans Expansion Project may range from $0.15 - $0.30 per Dth based upon receipt point sourcing and commitment levels. Final recourse rates for the project will be determined at the conclusion of the Open Season, based on the facilities required to satisfy the firm service requests from shippers who have executed a Precedent Agreement. Any entity interested in becoming a Shipper can request the Precedent Agreement form by contacting the Equitrans' Commercial Contact listed below. Copies of the Credit Agreement and Service Request Form, as well as a map of Equitrans' pipeline assets, are available at:
http://equitrans.eqtmidstreampartners.com/infopostings/ipws.

Shippers may propose a rate for service based on current market conditions. Equitrans will consider all proposals on a non-discriminatory basis. Equitrans has the right to reject, on a non-discriminatory basis, any proposed discounted or negotiated rate service request.

Receipt Points

Eligible firm receipt points may include new and existing pipeline interconnects, and any proposed pipeline receipt laterals, on the existing Mainline System north of the existing Pratt Compressor Station. Equitrans will consider additional new pipeline receipt laterals based on Shippers' interests, but reserves the right to reject any such request in its sole discretion to be exercised in a not unduly discriminatory manner.

Delivery Points

The Delivery Points currently anticipated are as follows:

- Existing interconnect with Texas Eastern Transmission, LP
- Existing interconnects with Dominion Transmission, Inc.
- Proposed interconnect with Mountain Valley Pipeline, LLC

Term

Conforming requests for capacity in this Open Season must be for a minimum initial term of twenty (20) years.

Request for Turnback Proposals

In conjunction with the contemplated Equitrans Expansion Project and in order to ensure that the project is appropriately sized, this Turnback Notice is issued to solicit offers from existing shippers to turn back all or a portion of their current firm transportation entitlements with a primary receipt point on Equitrans' H-148 pipeline and a primary delivery point to either Texas Eastern Transmission, LP or Dominion Transmission, Inc. Accordingly, any capacity that is turned back must enable Equitrans to reduce the scope of its proposed incremental facilities as part of its final scope and design stage for the Equitrans Expansion Project, or to improve the economics of the project. A shipper proposing to turn back capacity must do so on existing H-148 pipeline receipts with deliveries to either Texas Eastern Transmission, LP or Dominion Transmission, Inc. only.

Open Season Timing and Procedures

Equitrans is conducting this Open Season for proposed firm capacity on the Equitrans Expansion Project and Reverse Open Season commencing March 5, 2015, and extending to 12:00 p.m. (EST) March 20, 2015. Prospective customers must submit a completed Service Request Form, and shall submit completed requests to Equitrans by 12:00 p.m. (EST) on March 20, 2015. Likewise, Shippers who wish to turn back eligible capacity must complete and submit a Turnback Request Form by 12:00 p.m. (EST) March 20, 2015; Equitrans will only consider requests for existing shippers to permanently turn back all or a portion of their current H-148 pipeline transmission capacity if primary deliveries are to Texas Eastern Transmission, LP or Dominion Transmission, Inc. Requests to turn back capacity will not be binding until authorized representatives of Equitrans and other relevant parties have executed necessary binding definitive agreements for the capacity.

The completed Service Request or Turnback Request Forms can be mailed, faxed or e-mailed to:

Commercial Operations
Equitrans, LP
625 Liberty Avenue
Suite 1700
Pittsburgh, PA 15222-3111

Fax: 412 395-7047

Email: csoderstrom@eqt.com

Contracting for Service:

Upon the close of the Open Season, Equitrans will evaluate the valid requests for service as set forth in the Service Request Forms to determine if the Equitrans Expansion Project is economically viable and necessary facilities can be constructed by the proposed in-service date. Equitrans will then contact prospective customers submitting valid requests to finalize the rates and terms on which service will be provided so that contracts can be executed and timely regulatory filings can be made.

Equitrans Commercial Contact

Interested parties may contact Clint Soderstrom at 412 553-7897, csoderstrom@eqt.com to discuss the project, ask any questions, or to seek additional information.

Copies of the Credit Agreement and Service Request Form, as well as a map of Equitrans' pipeline assets are available at:
http://equitrans.eqtmidstreampartners.com/infopostings/ipws

Equitrans will update its website with additional information relevant to considering a bid in the Open Season, any required information updates related to turnback capacity considerations, and/or general information updates, including notification if any different or additional information is provided to any prospective shipper pursuant to a direct inquiry.

Limitations and Reservations

Equitrans will consider non-conforming bids, but reserves all rights to reject, in its sole discretion, any individual non-conforming bid; provided however, such discretion shall be exercised in a not unduly discriminatory manner.

At its sole discretion, Equitrans may provide periodic updates to this Open Season announcement via the EQT Midstream Partners' website (www.eqtmidstreampartners.com). Equitrans reserves the right to continue to market the Equitrans Expansion Project to other shippers beyond the close of the Open Season to the extent capacity remains available or can be developed on commercial and economic terms acceptable to Equitrans.

In the event that valid service requests exceed available capacity, Equitrans reserves the right to pro-rate capacity among prospective customers on the project; provided however, that shippers meeting the criteria of Anchor Shippers will have priority for available firm capacity.

Equitrans reserves the right, at its sole discretion, to not proceed with the Equitrans Expansion Project. Equitrans also reserves the right to not accept any and all service requests that do not satisfy the requirements set forth in this Open Season or that are incomplete, contain additional or modified terms or are otherwise non-conforming or are requested by a prospective customer that is unable to meet Equitrans' credit-worthiness requirements.

Final rates for service will be determined upon the conclusion of the Open Season and are dependent on the scope and type of facilities required to satisfy the firm service requests of customers who are awarded capacity.

The solicitation for turnback capacity relates only to the proposed Equitrans Expansion Project and does not relate or apply to Equitrans' other facilities. Equitrans will only accept requests for turnback capacity that will enable Equitrans to reduce the scope of its proposed incremental facilities as part of its final scope and design stage for the Equitrans Expansion Project or to improve the economics of the project. Equitrans reserves the right to reject turnback requests that do not satisfy the requirements set forth in this announcement, are incomplete, or contain additional or modified terms.

About EQT Midstream Partners, LP

EQT Midstream Partners, LP is a growth-oriented limited partnership formed by EQT Corporation to own, operate, acquire, and develop midstream assets in the Appalachian Basin. The Partnership provides midstream services to EQT Corporation and third-party companies through its strategically located transmission, storage, and gathering systems that service the Marcellus and Utica regions. The Partnership owns 700 miles and operates an additional 200 miles of FERC-regulated interstate pipelines; and also owns more than 1,500 miles of high- and low-pressure gathering lines.

EQT Midstream
PARTNERS, LP

Equitrans Expansion Project
Service Request Form

Commercial Operations
Equitrans, L.P.
625 Liberty Avenue
Suite 1700
Pittsburgh, PA 15222-3111
Facsimile: 412.395.7047
E-mail: csoderstrom@eqt.com

Requestor Identification:
Company Name: ______________________________
Address: ______________________________
. ______________________________
____
Contact Name: ______________________________

Phone Number: ____________________ Email: ________________

Contract Term: ______________________________

Maximum Daily Quantity (Dth / Day): ________________________

MDQ (Dth / Day)	Receipt Point	GPS Coordinates (If New Point)
________________	______________	______________________
________________	______________	______________________
________________	______________	______________________
________________	______________	______________________
________________	______________	______________________

EQT Midstream
PARTNERS, LP

Equitrans Expansion Service Request Form - continued

MDQ (Dth / Day)	Delivery Point	Interstate Pipeline
_______________	_____________	_________________
_______________	_____________	_________________
_______________	_____________	_________________
_______________	_____________	_________________

Proposed Rate:

Proposed tariff ($0.15 - $0.30 per Dth):_____
Negotiated rate:_____

If Negotiated Rate:
$_______per Dth (100% Load Factor Rate)
(Please Initial):__________

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Equitrans reserves the right, at its sole discretion, to not proceed with the Equitrans Expansion Project. Equitrans also reserves the right to not accept any and all service requests that do not satisfy the requirements set forth in this Open Season or that are incomplete, contain additional or modified terms or are requested by a prospective customer unable to meet Equitrans' credit- worthiness requirements. Final rates for service will be determined upon the conclusion of the Open Season and are dependent on the scope and type of facilities required to satisfy the firm service requests of customers who are awarded capacity.

EQT Midstream PARTNERS, LP

Equitrans Expansion Project
Turnback Request Form

Commercial Operations
Equitrans, LP
625 Liberty Avenue
Suite 1700
Pittsburgh, PA 15222-3111
Facsimile: 412.395.7047
csoderstrom@eqt.com

Requestor Identification:
Company Name:

Address:

Contact Name:

Phone Number:

Email:

Contract Term:

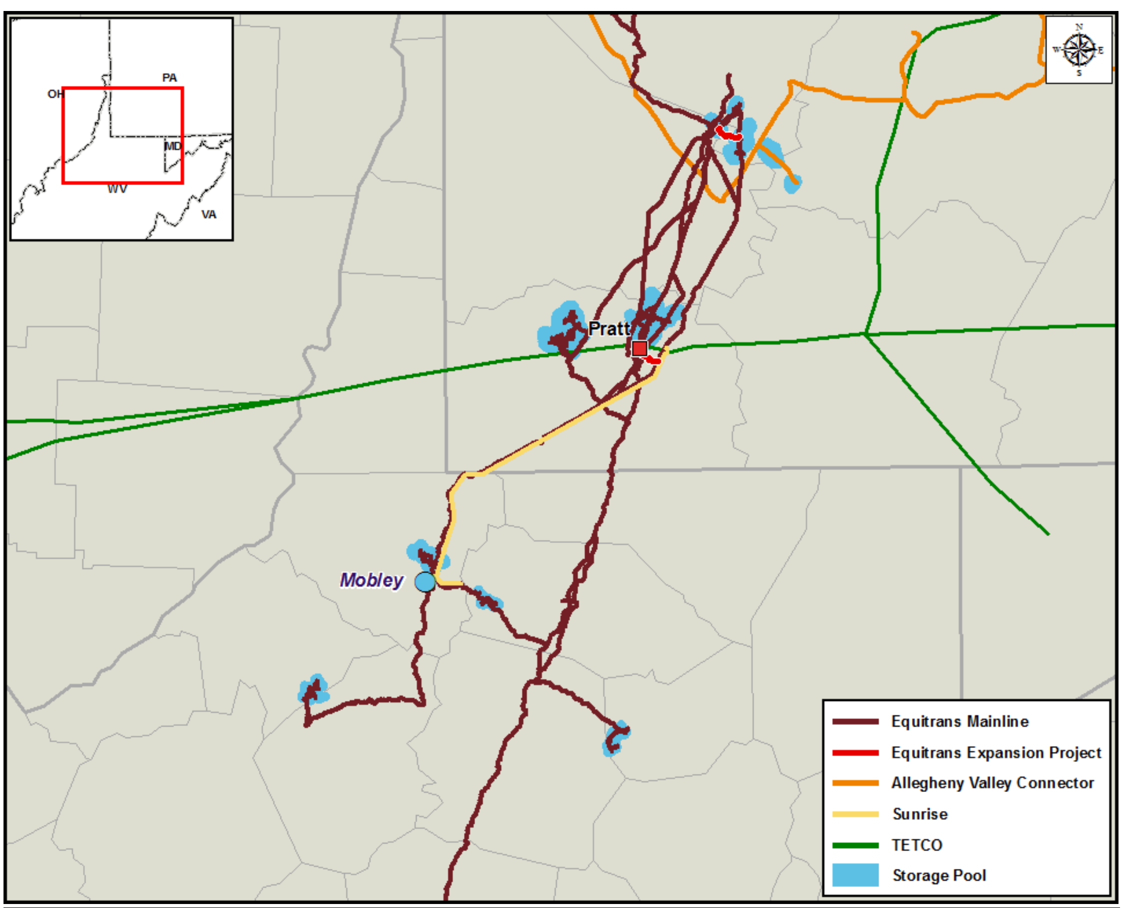
Maximum Daily Quantity to Turnback (Dth / Day) ______________

MDQ (Dth / Day)	Receipt Point	Delivery Point	Project
________________	____________	_____________	____________
________________	____________	_____________	____________
________________	____________	_____________	____________
________________	____________	_____________	____________

Equitrans Expansion Project
Revised Non-Binding Open Season and Reverse Open Season

March 6, 2015

Equitrans, LP (Equitrans), a subsidiary of EQT Midstream Partners, LP is pleased to announce the commencement of an Open Season for its proposed Equitrans Expansion Project. The Equitrans Expansion Project will expand and extend Equitrans' existing natural gas transmission system to provide interconnects with existing and future natural gas pipelines in the central Appalachian Basin region. Equitrans' existing transmission systems are located in the central Appalachian Basin, extending from north central West Virginia through southwestern Pennsylvania, and currently provide producers access to local, northeastern, and Mid-Atlantic markets. By expanding Equitrans' Transmission System, the Equitrans Expansion Project has the ability to diversify and enhance producers' market access to provide timely, cost-effective access to the growing demand for natural gas by local distribution companies (LDCs), industrial users, and power generation facilities located in local, northeastern, Mid-Atlantic and southeastern regions of the United States via existing and future interconnects.



EQT Midstream PARTNERS, LP

Project Overview

The proposed Equitrans Expansion Project will include the addition of high pressure transmission pipeline and compression facilities. In response to growing volumes from shippers with interconnects north of the existing Pratt Compressor Station, Equitrans is proposing a project to move an incremental 600,000 dekatherms (Dth) per day from that portion of its existing Mainline System to existing and proposed new market interconnects south of the Pratt Compressor Station, including those with Texas Eastern Transmission, LP, Dominion Transmission, Inc., and Mountain Valley Pipeline, LLC.

The purpose of this Open Season is to provide all market participants, whether producers, marketers or local distribution companies, the opportunity to further identify capacity needs at existing or new receipt points along Equitrans' Mainline System north of the existing Pratt Compressor Station for delivery to existing and future interconnects with natural gas pipelines in the central Appalachian Basin region. The final level of additional firm transmission capacity and specific system modifications and additions for the project will be based on the results of this Open Season.

The anticipated in-service date of the Equitrans Expansion Project is during the fourth quarter of 2018. The project expects to be supported by market commitments, and regulatory approval will be pursued for the project on that basis. Parties contracting for capacity on this project who qualify as Anchor Shippers will be provided with additional benefits consistent with regulatory requirements.

Equitrans Expansion Project Highlights

- New firm transportation capacity available in the fourth quarter of 2018
- Potential access to the growing power generation, industrial, and LDC markets in local, northeastern, Mid-Atlantic, and southeastern regions of the United States, via existing and future interconnects
- Diverse receipt point locations to access prolific central Appalachian Basin production

Anchor Shipper Status

Equitrans is providing all interested entities with an opportunity to attain Anchor Shipper status for this project. To qualify as an Anchor Shipper on the project, a party must sign a Precedent Agreement and Credit Agreement and commit to at least 250,000 Dth per day of firm capacity on the project, for a minimum of 20 years. Anchor Shippers will be eligible to receive benefits, consistent with regulatory requirements that will be detailed in the Precedent Agreements.

Applicable Rates

Shippers may choose to pay Equitrans' applicable recourse rates for service on the Mainline Transmission System, as currently set forth in Equitrans' FERC Gas Tariff – or alternately may propose a discounted or negotiated rate for such service based on current market conditions, which Equitrans will consider on a non-discriminatory basis.

Equitrans has the right to reject, on a non-discriminatory basis, any proposed discounted or negotiated rate service request.

Any entity interested in becoming a Shipper can request the Precedent Agreement form by contacting the Equitrans' Commercial Contact listed below. Copies of the Credit Agreement and Service Request Form, as well as a map of Equitrans' pipeline assets, are available at:
http://equitrans.eqtmidstreampartners.com/infopostings/ipws.

Receipt Points

Eligible firm receipt points may include new and existing pipeline interconnects, and any proposed pipeline receipt laterals, on the existing Mainline System north of the existing Pratt Compressor Station. Equitrans will consider additional new pipeline receipt laterals based on Shippers' interests, but reserves the right to reject any such request in its sole discretion to be exercised in a not unduly discriminatory manner.

Delivery Points

The Delivery Points currently anticipated are as follows:

- Existing interconnect with Texas Eastern Transmission, LP
- Existing interconnects with Dominion Transmission, Inc.
- Proposed interconnect with Mountain Valley Pipeline, LLC

Term

Conforming requests for capacity in this Open Season must be for a minimum initial term of twenty (20) years.

Request for Turnback Proposals

In conjunction with the contemplated Equitrans Expansion Project and in order to ensure that the project is appropriately sized, this Turnback Notice is issued to solicit offers from existing shippers to turn back all or a portion of their current firm transportation entitlements with a primary receipt point on Equitrans' H-148 pipeline and a primary delivery point to either Texas Eastern Transmission, LP or Dominion Transmission, Inc. Accordingly, any capacity that is turned back must enable Equitrans to reduce the scope of its proposed incremental facilities as part of its final scope and design stage for the Equitrans Expansion Project, or to improve the economics of the project. A shipper proposing to turn back capacity must do so on existing H-148 pipeline receipts with deliveries to either Texas Eastern Transmission, LP or Dominion Transmission, Inc. only.

Open Season Timing and Procedures

Equitrans is conducting this Open Season for proposed firm capacity on the Equitrans Expansion Project and Reverse Open Season commencing March 5, 2015, and extending to 12:00 p.m. (EST) March 20, 2015. Prospective customers must submit a completed Service Request Form, and shall submit completed requests to Equitrans by 12:00 p.m. (EST) on March 20, 2015. Likewise, Shippers who wish to turn back eligible capacity must complete and submit a Turnback Request Form by 12:00 p.m. (EST) March 20, 2015; Equitrans will only consider requests for existing shippers to permanently turn back all or a portion of their current H-148 pipeline transmission capacity if primary deliveries are to Texas Eastern Transmission, LP or Dominion Transmission, Inc. Requests to turn back capacity will not be binding until authorized representatives of Equitrans and other relevant parties have executed necessary binding definitive agreements for the capacity.

The completed Service Request or Turnback Request Forms can be mailed, faxed or e-mailed to:

Commercial Operations
Equitrans, LP
625 Liberty Avenue
Suite 1700
Pittsburgh, PA 15222-3111

Fax: 412 395-7047

Email: csoderstrom@eqt.com

Contracting for Service:

Upon the close of the Open Season, Equitrans will evaluate the valid requests for service as set forth in the Service Request Forms to determine if the Equitrans Expansion Project is economically viable and necessary facilities can be constructed by the proposed in-service date. Equitrans will then contact prospective customers submitting valid requests to finalize the rates and terms on which service will be provided so that contracts can be executed and timely regulatory filings can be made.

Equitrans Commercial Contact

Interested parties may contact Clint Soderstrom at 412 553-7897, csoderstrom@eqt.com to discuss the project, ask any questions, or to seek additional information.

Copies of the Credit Agreement and Service Request Form, as well as a map of Equitrans' pipeline assets are available at:
http://equitrans.eqtmidstreampartners.com/infopostings/ipws

Equitrans will update its website with additional information relevant to considering a bid in the Open Season, any required information updates related to turnback capacity considerations, and/or general information updates, including notification if any different or additional information is provided to any prospective shipper pursuant to a direct inquiry.

Limitations and Reservations

Equitrans will consider non-conforming bids, but reserves all rights to reject, in its sole discretion, any individual non-conforming bid; provided however, such discretion shall be exercised in a not unduly discriminatory manner.

At its sole discretion, Equitrans may provide periodic updates to this Open Season announcement via the EQT Midstream Partners' website (www.eqtmidstreampartners.com). Equitrans reserves the right to continue to market the Equitrans Expansion Project to other shippers beyond the close of the Open Season to the extent capacity remains available or can be developed on commercial and economic terms acceptable to Equitrans.

In the event that valid service requests exceed available capacity, Equitrans reserves the right to pro-rate capacity among prospective customers on the project; provided however, that shippers meeting the criteria of Anchor Shippers will have priority for available firm capacity.

Equitrans reserves the right, at its sole discretion, to not proceed with the Equitrans Expansion Project. Equitrans also reserves the right to not accept any and all service requests that do not satisfy the requirements set forth in this Open Season or that are incomplete, contain additional or modified terms or are otherwise non-conforming or are requested by a prospective customer that is unable to meet Equitrans' credit-worthiness requirements.

Final rates for service will be determined upon the conclusion of the Open Season and are dependent on the scope and type of facilities required to satisfy the firm service requests of customers who are awarded capacity.

The solicitation for turnback capacity relates only to the proposed Equitrans Expansion Project and does not relate or apply to Equitrans' other facilities. Equitrans will only accept requests for turnback capacity that will enable Equitrans to reduce the scope of its proposed incremental facilities as part of its final scope and design stage for the Equitrans Expansion Project or to improve the economics of the project. Equitrans reserves the right to reject turnback requests that do not satisfy the requirements set forth in this announcement, are incomplete, or contain additional or modified terms.

About EQT Midstream Partners, LP

EQT Midstream Partners, LP is a growth-oriented limited partnership formed by EQT Corporation to own, operate, acquire, and develop midstream assets in the Appalachian Basin. The Partnership provides midstream services to EQT Corporation and third-party companies through its strategically located transmission, storage, and gathering systems that service the Marcellus and Utica regions. The Partnership owns 700 miles and operates an additional 200 miles of FERC-regulated interstate pipelines; and also owns more than 1,500 miles of high- and low-pressure gathering lines.

Equitrans Expansion Project
Service Request Form

Commercial Operations
Equitrans, L.P.
625 Liberty Avenue
Suite 1700
Pittsburgh, PA 15222-3111
Facsimile: 412.395.7047
E-mail: csoderstrom@eqt.com

Requestor Identification:
Company Name: ______________________________
Address: ______________________________
. ______________________________
____
Contact Name: ______________________________

Phone Number: ____________________ Email: ________________

Contract Term: ______________________________

Maximum Daily Quantity (Dth / Day): ________________________

MDQ (Dth / Day)	Receipt Point	GPS Coordinates (If New Point)
________________	______________	__________________________
________________	______________	__________________________
________________	______________	__________________________
________________	______________	__________________________
________________	______________	__________________________

Equitrans Expansion Service Request Form - continued

MDQ (Dth / Day)	Delivery Point	Interstate Pipeline
_______________	_____________	_________________
_______________	_____________	_________________
_______________	_____________	_________________
_______________	_____________	_________________

Proposed Rate:

Tariff rate:_____
Discounted Rate:_____
Negotiated rate:_____

If Negotiated Rate:
$_______per Dth (100% Load Factor Rate)
(Please Initial):__________

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Equitrans reserves the right, at its sole discretion, to not proceed with the Equitrans Expansion Project. Equitrans also reserves the right to not accept any and all service requests that do not satisfy the requirements set forth in this Open Season or that are incomplete, contain additional or modified terms or are requested by a prospective customer unable to meet Equitrans' credit- worthiness requirements. Final rates for service will be determined upon the conclusion of the Open Season and are dependent on the scope and type of facilities required to satisfy the firm service requests of customers who are awarded capacity.

EQT Midstream
PARTNERS, LP

Equitrans Expansion Project
Turnback Request Form

Commercial Operations
Equitrans, LP
625 Liberty Avenue
Suite 1700
Pittsburgh, PA 15222-3111
Facsimile: 412.395.7047
csoderstrom@eqt.com

Requestor Identification:
Company Name:

Address:

Contact Name:

Phone Number:

Email:

Contract Term:

Maximum Daily Quantity to Turnback (Dth / Day) ______________

MDQ (Dth / Day)	Receipt Point	Delivery Point	Project
________________	____________	_____________	____________
________________	____________	_____________	____________
________________	____________	_____________	____________
________________	____________	_____________	____________

EQUITRANS℠

Equitrans Expansion Project

Docket No. CP16-__-000

Exhibit Z-4 – Form of Confidentiality and Protective Agreement

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Equitrans, L.P.	**)**	**Docket No. CP16-__-000**

FORM OF
CONFIDENTIALITY AND PROTECTIVE AGREEMENT

This Confidentiality and Protective Agreement ("Agreement") is made and entered into effective as of the ____ day of _______________, 2015 ("Effective Date") by and between Equitrans, L.P., a Pennsylvania limited partnership, herein called "Pipeline" and **[insert name of Participant]**, a **[insert state and type of corporate entity if applicable]**, herein called "Participant" (collectively Pipeline and Participant are referred to herein as the "Parties").

WHEREAS, Pipeline filed on October 27, 2015 an application ("Application") with the Federal Energy Regulatory Commission ("Commission" or "FERC") requesting issuance of a certificate of public convenience and necessity to construct, install, operate, and maintain certain natural gas facilities and the authority to abandon an existing compressor station, referred to as the "Equitrans Expansion Project," and such filing, and subsequent filings, requested privileged and/or critical energy infrastructure information ("CEII") treatment for certain information pursuant to the regulations of the Commission; and

WHEREAS, Participant desires to obtain access to information Pipeline has filed with the Commission requesting privileged and/or CEII treatment and has attached hereto the documentation required by 18 C.F.R. § 388.112(b)(2)(iii) of the Commission's regulations.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Pipeline and Participant agree as follows:

1. This Agreement shall govern the use of all Protected Materials produced by, or on behalf of, Pipeline, in the above-captioned docket. Notwithstanding any order terminating this proceeding, this Agreement shall remain in effect until the earlier of: (i) termination by mutual agreement of the Parties; (ii) the effective date of a Protective Order issued by a Presiding Administrative Law Judge ("Presiding Judge") (which includes the Chief Administrative Law Judge) or the Commission in trial-type hearing or settlement procedures; or (iii) by a specific order of the Commission terminating this Agreement. To the extent there is a conflict between the terms of this Agreement and a subsequent Protective Order as set forth in (ii) above, the terms of the subsequent Protective Order shall control.

2. Definitions -- For purposes of this Agreement:

(a) The term “Participant” shall mean a Participant as defined in 18 C.F.R. § 385.102(b) of the Commission’s regulations.

(b) (1) The term “Protected Materials” means (A) materials submitted to the Commission by the Pipeline with Application and any subsequent submissions by Pipeline to the Commission in the above-captioned proceeding for which privileged or CEII treatment was sought and labeled in bold, capital lettering, indicating that it contains privileged, confidential and/or CEII, as appropriate, and marked “DO NOT RELEASE;” (B) any information contained in or obtained from such designated materials; (C) any other materials which are made subject to this Protective Agreement by the Commission, by any court or other body having appropriate authority, or by mutual written agreement of the Parties; (D) Notes of Protected Materials (as defined below); and (E) copies of Protected Materials. The Pipeline when producing Protected Materials shall physically mark them on each page as “PROTECTED MATERIALS” or with words of similar import as long as the term “Protected Materials” is included in that designation to indicate that they are Protected Materials. If the Protected Materials contain Critical Energy Infrastructure Information, the Pipeline when producing such information shall additionally mark on each page containing such information the words “Contains Critical Energy Infrastructure Information -- Do Not Release.”

(2) The term “Notes of Protected Materials” means memoranda, handwritten notes, or any other form of information (including electronic form) which copies or discloses materials described in Paragraph 2(b)(1). Notes of Protected Materials are subject to the same restrictions as Protected Materials, except as specifically provided in this Agreement.

(3) Protected Materials shall not include (A) any information or document that has been filed with and accepted into the public files of the Commission, or contained in the public files of any other federal or state agency, or any federal or state court, unless the information or document has been determined to be protected by such agency or court, or (B) information that is public knowledge, or which becomes public knowledge, other than through disclosure in violation of this Agreement.

(c) The term “Non-Disclosure Certificate Concerning Protected Material” and “Non-Disclosure Certificate Concerning Protected Material Including Protected Material Marked as Not Available to Competitive Duty Personnel” shall mean the certificates annexed hereto which, once signed by a Reviewing Representative of Participant, will allow for access to Protected Materials and certifies Reviewing Representative’s understanding that such access to Protected Materials is provided pursuant to the terms and restrictions of this Agreement applicable to such materials, and that such Reviewing Representative has read the Agreement and agrees to be bound by it.

(d) The term "Reviewing Representative" shall mean a person who has signed a Non-Disclosure Certificate and who is:

(1) an attorney who has made an appearance in this proceeding for Participant;

(2) attorneys, paralegals, and other employees associated for purposes of this case with an attorney described in Subparagraph (1);

(3) an expert or an employee of an expert retained by Participant for the purpose of advising, preparing for or testifying in this proceeding;

(4) a person designated as a Reviewing Representative by order of the Commission; or

(5) employees or other representatives of Participant appearing in this proceeding with significant responsibility for this docket.

3. Protected Materials shall be made available under the terms of this Agreement only to Participant and only through its Reviewing Representative(s) as provided in Paragraphs 6-7. Participant shall provide Pipeline with a written request for the specific Protected Materials it wishes to obtain subject to this Protective Agreement, including the FERC Accession number and applicable date. Such request shall not be deemed to create a continuing obligation on the part of Pipeline to provide additional Protected Materials.

4. Protected Materials shall remain available to Participant until the later of the date that an order terminating this proceeding becomes no longer subject to judicial review, or the date that any other Commission proceeding relating to the Protected Materials is concluded and no longer subject to judicial review. If requested to do so in writing after that date, Participant shall, within fifteen days of such request, return the Protected Materials (excluding Notes of Protected Materials) to Pipeline, or shall destroy the materials, except that copies of filings, official transcripts and exhibits in this proceeding that contain Protected Materials, and Notes of Protected Materials may be retained, if they are maintained in accordance with Paragraph 5, below. Within such time period Participant, if requested to do so, shall also submit to the Pipeline an affidavit stating that, to the best of its knowledge, all Protected Materials and all Notes of Protected Materials have been returned or have been destroyed or will be maintained in accordance with Paragraph 5. To the extent Protected Materials are not returned or destroyed, they shall remain subject to the Agreement and may not be used in any other proceeding, tribunal or case outside of the above-referenced FERC Docket.

5. All Protected Materials shall be maintained by Participant in a secure place.

Access to those materials shall be limited to those Reviewing Representatives specifically authorized pursuant to Paragraph 7.

6. Protected Materials shall be treated as confidential by Participant and by its Reviewing Representative(s) in accordance with the Non-Disclosure Certificate(s) executed pursuant to Paragraph 7. Protected Materials shall not be used except as necessary for the conduct of this proceeding, nor shall they be disclosed in any manner to any person except a Reviewing Representative who is engaged in the conduct of this proceeding and who needs to know the information in order to carry out that person's responsibilities in this proceeding. Reviewing Representatives may make copies of Protected Materials, but such copies become Protected Materials. Reviewing Representatives may make notes of Protected Materials, which shall be treated as Notes of Protected Materials if they disclose the contents of Protected Materials.

7. A Reviewing Representative shall not be permitted to inspect, participate in discussions regarding, or otherwise be permitted access to Protected Materials pursuant to this Agreement unless that Reviewing Representative has first executed the appropriate Non-Disclosure Certificate; provided, that if an attorney qualified as a Reviewing Representative has executed such a certificate, the paralegals, secretarial and clerical personnel under the attorney's instruction, supervision or control need not do so. Attorneys qualified as Reviewing Representatives are responsible for ensuring that persons under their supervision or control comply with this order. A copy of each Non-Disclosure Certificate shall be provided to counsel for the Pipeline prior to disclosure of any Protected Material to that Reviewing Representative.

8. Any Reviewing Representative may disclose Protected Materials to any other Reviewing Representative as long as the disclosing Reviewing Representative and the receiving Reviewing Representative both have executed the appropriate Non-Disclosure Certificate and provided the Certificate to counsel for Pipeline. In the event that any Reviewing Representative to whom the Protected Materials are disclosed ceases to be engaged in these proceedings, or is employed or retained for a position whose occupant is not qualified to be a Reviewing Representative under Paragraph 2(d), access to Protected Materials by that person shall be terminated. Even if no longer engaged in this proceeding, every person who has executed a Non-Disclosure Certificate shall continue to be bound by the provisions of this Agreement and the certification.

9. Pipeline or Participant shall seek to have the Commission to resolve any disputes arising under this Agreement. Prior to presenting any dispute under this Agreement to the Commission, Parties shall use their best efforts to resolve the dispute. If Participant contests Pipeline's designation of materials as privileged, it shall notify Pipeline in writing and specify the materials the designation of which is contested.

10. All documents reflecting Protected Materials, including the portion of any application, contract, pleading, exhibits, transcripts, briefs and other documents which contain or refer to Protected Materials, to the extent they will be filed with the Commission, shall be filed either (i) by hand in sealed envelopes or other appropriate containers endorsed to the effect that they are sealed pursuant to this Agreement; or (ii) electronically on the Commission's website in accordance with the procedures for electronic filing of privileged material. Such documents shall be labeled in bold, capital lettering, indicating that it contains privileged, confidential and/or CEII, as appropriate, and marked "DO NOT RELEASE" and shall be filed and served in accordance with Commission regulations. For anything filed by hand or electronically, redacted versions or, where an entire document is protected, a letter indicating such, will also be filed with the Commission and served in accordance with Commission regulations. Participant shall take all reasonable precautions necessary to assure that Protected Materials are not distributed to unauthorized persons.

11. Except in cases where release is ordered sooner by the Commission, Protected Materials that have been requested pursuant to this Agreement will be provided within five business days of receipt of the request satisfying 18 C.F.R. § 388.112(b)(2)(iii); provided, however, that if Pipeline files an objection to such request with the Commission, Pipeline is under no obligation to disclose the requested Protected Materials until ordered by the Commission or a decisional authority.

12. Nothing in this Agreement shall be construed as precluding Pipeline or Participant from objecting to the use of Protected Materials on any legal grounds.

13. Nothing in this Agreement shall preclude Participant from requesting that the Commission, or any other body having appropriate authority, find that this Agreement should not apply to all or any materials previously designated as Protected Materials pursuant to this Agreement. The Commission may alter or amend this Agreement as circumstances warrant at any time during the course of this proceeding. Parties may amend this Agreement at any time by written mutual agreement without seeking Commission approval, unless such amendment is otherwise specifically prohibited by law.

14. Both Pipeline and Participant have the right to seek changes in this Agreement as appropriate from the Commission.

15. If the Commission finds at any time in the course of this proceeding that all or part of the Protected Materials need not be protected, those materials shall nevertheless, be subject to the protection afforded by this Agreement until the date the Commission orders the materials be produced. Pipeline reserves its rights to seek additional administrative or judicial remedies after the Commission's decision respecting Protected Materials or Reviewing Representatives, or the Commission's denial of any appeal thereof. The

provisions of 18 CFR §§ 388.112 and 388.113 shall apply to any requests under the Freedom of Information Act (5 U.S.C. § 552) for Protected Materials in the files of the Commission.

16. Neither Pipeline nor Participant waives the right to pursue any other legal or equitable remedies that may be available in the event of actual or anticipated disclosure of Protected Materials.

17. The contents of Protected Materials or any other form of information that copies or discloses Protected Materials shall be deemed confidential and shall not be disclosed to anyone other than in accordance with this Agreement and shall be used only in connection with this proceeding.

18. Pipeline shall physically mark with the words "Not Available to Competitive Duty Personnel," any Protected Materials that Pipeline believes in good faith would, if freely disclosed, subject Pipeline, or a third party, to risk of competitive disadvantage or other concrete business injury if provided to all Reviewing Representatives. Such information may include, but is not limited to (a) non-public business development, acquisition, or marketing data, plans or activities; (b) non-public business or financial data, plans or activities; (c) any non-public contractual terms; (d) negotiations of services, prices and rates; or (e) proprietary information relating to process technology, engineering, design, or equipment related to the above-captioned proceeding prepared by Pipeline or any of its third party contractors, the public disclosure of which Pipeline in good faith believes would competitively harm Pipeline or a third party (hereafter "Market Sensitive Information"). Market Sensitive Information should customarily be treated by the providing Participant as sensitive or proprietary and not be available to the public. Any challenge to such a designation may be made as provided in this Protective Agreement for challenges to designations of Protected Materials. Pipeline, in its discretion, may require that Protected Materials designated "Not Available to Competitive Duty Personnel" be viewed on site at its offices at 625 Liberty Avenue, Suite 1700, Pittsburgh, PA 15222.

19. Solely with respect to Protected Materials that have been marked "Not Available to Competitive Duty Personnel" and information derived therefrom, a Reviewing Representative may not be any employee or agent of Participant whose duties include, on a consistent and regular basis, (a) marketing, sale, or purchase of natural gas, natural gas transportation or storage services; (b) management responsibility regarding, or the supervision of any employee whose duties include marketing, sale, or purchase of natural gas, natural gas transportation or storage services; (c) the provision of consulting services regarding marketing, sale, or purchase of natural gas, natural gas transportation or storage services; or (d) responsibility regarding other activities in which use of Market Sensitive Information could be reasonably expected to cause competitive harm to Pipeline or third party (collectively, "Competitive Duties"). In the case of proprietary information as

defined in Paragraph 18(e) above, Pipeline or any of its third party contractors may refuse to share such proprietary information with any potential Reviewing Representative that they deem to be a competitor. Under no circumstances shall a Reviewing Representative disclose any Market Sensitive Information to any personnel unless such personnel follows the requirements hereunder. In the event that (1) any person who has been a Reviewing Representative subsequently is assigned to perform any Competitive Duties, or (2) previously available Protected Materials are changed to "Not Available to Competitive Duty Personnel," a Reviewing Representative involved in Competitive Duties shall have no access to Pipeline's Protected Materials that are marked "Not Available to Competitive Duty Personnel" or information derived therefrom. Such Reviewing Representative shall immediately dispose of Pipeline's Protected Materials in his/her possession that are marked "Not Available to Competitive Duty Personnel" and information derived therefrom and shall continue to comply with the requirements of the Non-Disclosure Certificate Concerning Protected Material, Including Protected Material Marked As Not Available to Competitive Duty Personnel, and this Protective Agreement with respect to any Protected Materials to which such person previously had access.

Notwithstanding the foregoing, with respect to Protected Materials that have been marked "Not Available to Competitive Duty Personnel" and information derived therefrom, a Reviewing Representative may not be an employee of a FERC-regulated natural gas pipeline or storage facility in any region in which Pipeline operates, or, if the Protected Materials are third party proprietary information as defined in Paragraph 18(e) above, an employee of a competitor of such third party. Reviewing Representatives of such a pipeline, or storage facility, with respect to Protected Materials that have been marked "Not Available to Competitive Duty Personnel" shall be limited to outside counsel and/or consultants, provided such individuals are not engaged in Competitive Duties as defined above on behalf of such pipeline or storage facility.

Notwithstanding the foregoing, a person who otherwise would be disqualified as Competitive Duty Personnel may serve as a Reviewing Representative upon agreement of Pipeline or, in the absence of such agreement, upon entry of an order of the Commission authorizing such person to serve as a Reviewing Representative. Any request for an agreement or order under the preceding sentence shall be subject to the following conditions: (i) Participant must certify in writing to Pipeline that Participant's ability to participate effectively in the above-captioned proceeding would be prejudiced if it was unable to rely on the assistance of the particular Reviewing Representative;
(ii) Participant must identify by name and job title the particular Reviewing Representative required and must describe the person's duties and responsibilities;
(iii) the Participant claiming such prejudice must acknowledge in writing to Pipeline that access to the Protected Materials which are marked as Not Available to Competitive Duty Personnel shall be restricted only to such access necessary for the adjudication of the above-captioned proceeding, absent prior written consent of the Pipeline or authorization of the Commission with opportunity for Pipeline to seek review of such decision as

provided in this Protective Agreement; (iv) Participant must acknowledge in writing that any other use of Protected Materials which are Not Available to Competitive Duty Personnel shall constitute a violation of this Protective Agreement; and (v) prior to having access to any Protected Materials which are marked as Not Available to Competitive Duty Personnel, the Competitive Duty Personnel who is authorized to act as a Reviewing Representative must execute and deliver to Pipeline a Non-Disclosure Certificate Concerning Protected Material Including Protected Material Marked As Not Available to Competitive Duty Personnel, acknowledging his or her familiarity with the contents of this Protective Agreement and the particular restrictions set forth in this paragraph regarding such Protected Materials. Materials marked as "Not Available to Competitive Duty Personnel" and/or notes from a review of the Protected Materials marked a "Not Available to Competitive Duty Personnel" shall be returned or destroyed at the conclusion of the above-captioned proceeding as otherwise provided in this Protective Agreement.

19. If Pipeline believes that Protected Materials that it previously disclosed to Reviewing Representative(s) contain Market Sensitive Information, public disclosure of which would competitively harm the Pipeline, and should be treated as if such Protected Materials had been labeled "Not Available to Competitive Duty Personnel," Pipeline shall notify Participant. In such event that Pipeline's previously distributed Protected Material is subsequently designated as "Not Available to Competitive Duty Personnel," it will be the responsibility of Participant to ensure compliance with this Protective Agreement after the additional designation; Pipeline will not be responsible for redistributing or re-labeling the affected Protected Materials.

###

EQUITRANS, L.P. **AGREED TO AND ACCEPTED** **THIS ___ DAY OF _______, 2015**	**[NAME OF PARTICIPANT]** **AGREED TO AND ACCEPTED** **THIS ___ DAY OF _______, 2015**
By: __________________________	**By: __________________________**
Name: _______________________	**Name: _______________________**
Title: ________________________	**Title: ________________________**

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Equitrans, L.P. **)** **Docket No. CP16-__-000**

NON-DISCLOSURE CERTIFICATE
CONCERNING PROTECTED MATERIALS

I hereby certify my understanding that access to Protected Materials is provided to me pursuant to the terms and restrictions of the Confidentiality and Protective Agreement in this proceeding, that I have been given a copy of and have read the Confidentiality and Protective Agreement, and that I agree to be bound by it. I understand that the contents of the Protected Materials, any notes or other memoranda, or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with that Confidentiality and Protective Agreement. I acknowledge that a violation of this certificate constitutes a violation of an order of the Federal Energy Regulatory Commission.

By: ______________________________

Printed Name: ______________________

Title: _____________________________

Representing: ______________________

Email Address: _____________________

Date: _____________________________

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Equitrans, L.P.	**)**	**Docket No. CP16-__-000**

NON-DISCLOSURE CERTIFICATE CONCERNING PROTECTED MATERIALS AND PROTECTED MATERIAL MARKED AS NOT AVAILABLE TO COMPETITIVE DUTY PERSONNEL

I hereby certify my understanding that access to Protected Materials is provided to me pursuant to the terms and restrictions of the Confidentiality and Protective Agreement in this proceeding, that I have been given a copy of and have read the Confidentiality and Protective Agreement, and that I agree to be bound by it. I understand that the contents of the Protected Materials, including Protected Materials that are marked as "Not Available to Competitive Duty Personnel," any notes or other memoranda, or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with that Confidentiality and Protective Agreement. I acknowledge that a violation of this certificate constitutes a violation of an order of the Federal Energy Regulatory Commission.

By: ______________________________

Printed Name: ______________________

Title: _____________________________

Representing: ______________________

Email Address: _____________________

Date: _____________________________