

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

**CURRENT REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934**

DATE OF REPORT **December 20, 2011**
(DATE OF EARLIEST EVENT REPORTED) **December 14, 2011**

BOARDWALK PIPELINE PARTNERS, LP
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

01-32665
(Commission
File Number)

20-3265614
(IRS Employer
Identification No.)

9 Greenway Plaza, Suite 2800
Houston, Texas 77046
(Address of principal executive office)

(866) 913-2122
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 5.02 Departure of Directors or Certain Officers; Election of Directors;
Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

(b) Appointment of Directors and Departure of a Director

On December 14, 2011, Mr. Rolf A. Gafvert notified the Board of Directors of Boardwalk GP, LLC (the sole general partner of Boardwalk GP, LP, which is the sole general partner of the Registrant, the “Board”), of his intention to resign from the Board effective January 1, 2012. Additionally, Mr. Arthur L. Rebell resigned from his position as the Chairman of the Board, but will remain a member of the Board. Mr. Kenneth I. Siegel was named Chairman of the Board effective immediately.

(e) Compensation Awards to Named Executive Officers

Compensation Awards to Named Executive Officers for 2011

On December 14, 2011, the Board awarded the following compensation to the Registrant’s Named Executive Officers:

Name	Position	Phantom Common Unit Awards (1)	Unit Appreciation Rights (no. of awards) (2)
Stanley C. Horton	President and Chief Executive Officer	35,714	40,235
Jamie L. Buskill	Senior Vice President, Chief Financial Officer and Treasurer	13,736	15,475
Brian A. Cody	Senior Vice President, Asset Management	8,242	9,285
Michael E. McMahon	Senior Vice President, General Counsel and Secretary	9,615	10,832

- (1) Each Phantom Common Unit awarded under the Registrant’s Long Term Incentive Plan will vest and become payable on December 14, 2014 and includes a tandem grant of Distribution Equivalent Rights (DERs). The vested Phantom Common Units will be paid in an amount equal to the Fair Market Value (as defined in the award agreements) of the Registrant’s Common Units on the vesting date. The Phantom Common Units are expected to be paid in cash, but may be settled in the Registrant’s common units at the discretion of the Board. The DERs are payable in cash.
- (2) Each UAR granted under the Registrant’s Unit Appreciation Rights and Cash Bonus Plan will vest and become payable in cash on December 14, 2014 and includes a DER Adjustment, which will reduce the exercise price associated with each UAR by the amount of cash distributions made per common unit between the date of grant and the vesting date. The initial Exercise Price for each UAR was set at \$27.30, the closing price of the Registrant’s common units on the New York Stock Exchange on the grant date.

2012 Performance Goals

In connection with its Short-Term Incentive Plan (the “STIP”), the Board approved the following Partnership Performance Goals for 2012:

1. Operate our physical assets safely, reliably and in compliance with all applicable federal and state laws and governmental rules and regulations. In measuring how we did in meeting this objective, Management will among other things evaluate the Company’s safety record against the industry, review external audit reports for non-compliance issues and evaluate the system reliability against unplanned outages. Compliance shall also include financial compliance with all rules and regulations of governmental agencies and stock exchanges.
2. Deliver financial results (earnings, distributable cash flow, EBITDA and credit rating) consistent with the Company’s 2012 budget.
3. Successfully complete either: i) the purchase of the remaining shares of Petal and Hattiesburg not owned by Boardwalk Pipeline Partners as of December 31, 2011; or ii) the purchase of another 25% interest in Petal and Hattiesburg plus an acquisition of other assets totaling at least \$300 million.
4. Improve overall operational efficiency of the Company. The key measures to be reviewed include each department’s ability to meet departmental goals and objectives including operating within departmental budget.
5. Successfully market firm transportation, storage, gathering and processing services that meet or exceed the 5-year plan assumptions.
6. Complete all projects (pipeline, storage, gathering and processing) on time and within budgeted capital expenditures while meeting strict safety and compliance guidelines and business needs.
7. Identify new growth projects during the year that will result in the Company meeting its 5-year plan growth projections and financial performance.

For each of the Named Executive Officers, 50% of any STIP award for 2012 would be determined based on the performance of the Registrant in relation to the Partnership Performance Goals and 50% would be determined based on individual performance. At the end of the year, the Board will determine the amount of any awards based on performance in each of these areas, with the payment of any incentive awards made no later than March 15 of the following year.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

- 10.1 Form of Grant of Phantom Units with DERs under the Boardwalk Pipeline Partners Long-Term Incentive Plan

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

BOARDWALK PIPELINE PARTNERS, LP

By: BOARDWALK GP, LP,
its general partner

By: BOARDWALK GP, LLC,
its general partner

By: /s/ Jamie L. Buskill
Jamie L. Buskill
Senior Vice President, Chief Financial Officer and Treasurer

Dated: December 20, 2011

**Boardwalk Pipeline Partners
Long-Term Incentive Plan**

**Grant of Service-Based
Phantom Units with DERs**

Grantee: _____

Grant Date: December 14, 2011

1. **Grant of Service-Based Phantom Units with DERs.** Boardwalk Pipeline Partners, L.P., a Delaware limited partnership (the “Partnership”), hereby grants to you _____ Phantom Units under the Boardwalk Pipeline Partners Long-Term Incentive Plan (the “Plan”) on the terms and conditions set forth herein. This grant of Phantom Units includes a tandem DER grant with respect to each Phantom Unit. The Partnership shall establish a DER bookkeeping account (“DER Account”) for you with respect to each Phantom Unit granted that shall be credited with an amount equal to any cash distributions made by the Partnership on a publicly-traded common unit of the Partnership (“Common Unit”) during the period such Phantom Unit is “outstanding.”
2. **Vesting.** Subject to Paragraph 3 below, if you remain an Employee of the Partnership or an Affiliate through December 14, 2014 (the “Scheduled Payment Date”), you will become 100% vested in the Phantom Units on that date. And, except as provided in Paragraph 3, if your employment terminates prior to the Scheduled Payment Date, the Phantom Units automatically shall be forfeited in full without payment upon your termination. The Vesting Period is the period beginning on December 14, 2011 and ending on December 14, 2014.

Upon the vesting of a Phantom Unit, the amount credited to your tandem DER Account with respect to such Phantom Unit shall also vest. If a Phantom Unit is forfeited, the amount credited to your tandem DER Account with respect to such forfeited Phantom Unit shall be forfeited at the same time.

3. **Events Occurring Prior to the Scheduled Payment Date.**
 - (a) **Death or Disability.** If your termination of employment occurs prior to the Scheduled Payment Date and is due to your death or a disability that entitles you to benefits under a long-term disability plan of the Partnership or an Affiliate, a Prorata Percentage of the Phantom Units credited to you automatically will become vested and payable on your termination of employment (your “Early Payment Date”). Such Prorata Percentage shall be equal to A/B, where “A” is the number of days in the period beginning on the Grant Date and ending on your termination of employment, and “B” is the total number of days in the Vesting Period. The remaining percentage of your Phantom Units that do not become

vested as provided in the preceding sentence automatically shall be cancelled unpaid on your termination of employment.

- (b) **Retirement.** If your termination of employment occurs one or more years after the Grant Date and prior to the Scheduled Payment Date and is due to your Retirement, then, subject to your continued compliance during the Vesting Period with the Noncompetition and Nonsolicitation restrictions provided below, the Prorata Percentage (as determined in Paragraph 3(a)) of the Phantom Units credited to you automatically will become vested on your termination of employment, but will not be payable until the Payment Date (as defined in Paragraph 4(a)) with the payment amount determined as of the applicable Payment Date, as provided in Paragraph 4(a) below. The remaining percentage of your Phantom Units that do not become vested as provided in the preceding sentence automatically shall be cancelled unpaid on your termination of employment. As used in this Agreement:
- (i) “Retirement” means your termination of employment with the written consent of the Committee on or after reaching age 55 and having 5 or more years of continuous service with the Company and its Affiliates on your termination of employment; provided, however, you must file a written request for Retirement with the Committee at least 180 days prior to your desired retirement date, unless such 180-day period is waived in whole or in part by the Committee, in its sole discretion;
 - (ii) “Noncompetition” means that, during the Vesting Period, you do not, directly or indirectly, for yourself or any other person or entity engage in, render any services to, or assist in any manner, without the written consent of the Committee, in the transportation or storage of natural gas (the “Business”) in a geographic area in the United States where the Partnership or its subsidiaries or affiliates are conducting Business or seeking to conduct such Business; and
 - (iii) “Nonsolicitation” means that, during the Vesting Period, you do not, directly or indirectly, for yourself or any other person or entity, request or solicit in any manner, without the written consent of the Committee, any employee of the Company or an Affiliate to terminate his or her employment with the Company or an Affiliate.

Unless provided otherwise in any written agreement between you and the Partnership, the Committee shall have the sole discretion to determine whether you terminated due to Retirement or have violated the Noncompetition or Nonsolicitation restrictions, which results in a forfeiture of your “vested” Phantom Units, and its determination shall be final.

- (c) **Change of Control.** If a Change of Control occurs in the Vesting Period and you incur a Qualified Termination on or after the Change of Control, the Prorata Percentage (as determined in Paragraph 3(a)) of the Phantom Units credited to you automatically will become vested upon your Qualified Termination, but will

not be payable until the Payment Date (as defined below), with the payment amount determined as of the applicable Payment Date. The remaining percentage of your Phantom Units that do not become vested as provided in the preceding sentence automatically shall be cancelled unpaid on your termination of employment. As used in this Agreement, a “Qualified Termination” means your employment is terminated before the Scheduled Payment Date either (i) by the Company or an Affiliate for any reason other than for a material violation of the Company’s (or Affiliate’s) Code of Conduct Policy or (ii) by you for a material diminution in your duties and responsibilities in the aggregate as compared to your duties and responsibilities immediately before the Change of Control.

- (d) **Other Terminations.** If your termination of employment occurs prior to the Scheduled Payment Date for any reason other than as provided in Paragraphs 3(a), (b) and (c) above, all Phantom Units credited to you automatically shall be forfeited on your termination of employment without payment, unless and to the extent waived by the Committee, in its sole discretion.

For purposes of this Agreement, a “termination of your employment” means a “separation from service” within the meaning of Section 409A of the Internal Revenue Code and the Treasury Regulations thereunder and shall not include a change of your status between any of the following: being an Employee or a Director of, or a Consultant to, the Partnership or an Affiliate of the Partnership.

4. **Payments.**

- (a) **Vested Phantom Units.** Subject to Paragraph 5, on or as soon as reasonably practical (and, in all events, not later than 2½ months) following the first to occur of the Scheduled Payment Date, your Early Payment Date, or your date of death if your termination was due to your Retirement or Qualified Termination, whichever is applicable (the “Payment Date”), the Partnership (or an Affiliate) shall pay you, with respect to each vested Phantom Unit, an amount of cash equal to the Fair Market Value of a Unit as determined on the earlier of the Payment Date or the date the Common Units ceased to be publicly-traded. Notwithstanding the foregoing, the Committee reserves the right to change the form of the payment in the future, which may include payment in Common Units, in its sole discretion.
- (b) **Vested DER Accounts.** Subject to Paragraph 5, coincident with the payment of a vested Phantom Unit, the Partnership shall pay you an amount of cash equal to the amount credited to your DER Account maintained with respect to such vested Phantom Unit.

5. **Withholding of Taxes.** To the extent that the vesting or payment of a Phantom Unit or its tandem DER Account results in the receipt of compensation by you with respect to which the Partnership (or an Affiliate) has a tax withholding obligation pursuant to applicable law, unless other arrangements have been made by you that are acceptable to the Partnership (or Affiliate), the Partnership (or Affiliate) shall withhold from payments and/or other compensation due you such amount (in cash, Common Units or any combination thereof, in the Committee’s discretion) as the Partnership (or Affiliate) may

require to meet its tax withholding obligations under such applicable law or require you to remit to the Partnership (or Affiliate) such amount of cash as required to meet its tax withholding obligations. No Common Units may be delivered to you with respect to a vested Phantom Unit until the Partnership's (or Affiliate's) tax withholding obligations have been satisfied.

6. **Limitations Upon Transfer.** All rights under this Agreement shall belong to you alone and may not be transferred, assigned, pledged, or hypothecated by you in any way (whether by operation of law or otherwise), other than by will or the laws of descent and distribution and shall not be subject to execution, attachment, or similar process. Upon any attempt by you to transfer, assign, pledge, hypothecate, or otherwise dispose of such rights contrary to the provisions in this Agreement or the Plan, or upon the levy of any attachment or similar process upon such rights, such rights shall immediately become null and void.
7. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of any successor or successors of the Partnership and upon any person lawfully claiming under you.
8. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and contains all the covenants, promises, representations, warranties and agreements between the parties with respect to the Phantom Units and tandem DERs granted hereby. Without limiting the scope of the preceding sentence, all prior understandings and agreements, if any, among the parties hereto relating to the subject matter hereof are hereby null and void and of no further force and effect.
9. **Modifications.** Any modification of this Agreement shall be effective only if it is in writing and signed by both you and an authorized officer of the general partner of the General Partner of the Partnership.
10. **Plan Controls.** In the event of any conflict between the terms of this Agreement and the Plan, which is incorporated herein by reference as a part of this Agreement, the terms of the Plan shall control. A copy of the Plan is attached hereto. Capitalized terms used in this Agreement but not defined herein shall have the meanings ascribed to such terms in the Plan, unless the context requires otherwise.
11. **409A Compliance.** The terms of this Agreement shall be construed as necessary to comply with Section 409A of the Internal Revenue Code. If a payment hereunder would be subject to the additional tax under Section 409A(a)(2)(B)(i), such payment shall be delayed until (i) the first day that is more than six months after your separation from service or (ii) your death, if earlier, and be paid in a lump sum (without interest). The payment amount shall be determined in accordance with Paragraph 4(a).
12. **Governing Law.** This grant shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to conflicts of laws principles thereof.

BOARDWALK PIPELINE PARTNERS, L.P.

by its general partner, Boardwalk GP, LP

by its general partner, Boardwalk GP, LLC

By: _____

Name: _____

Title: _____