



TRUNKLINE GAS COMPANY
An ENERGY TRANSFER Company

February 9, 2023

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

Re: Trunkline Gas Company, LLC
Docket No. RP23-
Update to GT&C Section 29

Dear Ms. Bose:

Trunkline Gas Company, LLC ("Trunkline") hereby electronically submits for filing with the Federal Energy Regulatory Commission ("Commission") the following revised tariff record to its FERC NGA Gas Tariff, Fourth Revised Volume No. 1 ("Tariff"), proposed to become effective March 9, 2023:

<u>Version</u>	<u>Description</u>	<u>Title</u>
3.0.0	GT&C Section 29.	Reservation Charge Credit

STATEMENT OF NATURE, REASONS AND BASIS

The purpose of this filing is to revise Trunkline's General Terms and Conditions ("GT&C") Section 29 to provide that for discounted or negotiated rate service agreements executed, amended, or extended on or after March 9, 2023, Trunkline will not provide any reservation charge credits unless such agreements explicitly require reservation charge credits.

The Commission "has permitted pipelines to include in tariff provisions offering reservation charge credits a provision exempting shippers with discounted or negotiated rates from such credits unless the pipeline agrees to include a reservation charge crediting provision in the discounted or negotiated rate agreement."¹ In addition, the Commission "has previously approved, and encouraged the clarification of, similar tariff provisions allowing for the reservation charge credits to be a subject of negotiation in discount and negotiated rate agreements."² Furthermore, the Commission stated that "[a] shipper can decide whether it is willing to trade limits on reservation charge credits for a lower rate. If not, the shipper has the right to take service at the maximum rate and receive reservation charge credits in a manner that is consistent with Commission policy."³

¹ *Algonquin Gas Transmission, LLC*, 153 FERC ¶ 61,038 at n.112 (2015) (citing *CenterPoint Energy Gas Transmission Co., LLC*, 144 FERC ¶ 61,195 at PP 76-78 (2013)).

² *Rover Pipeline LLC* 182 FERC ¶ 61,001 at P 12 (2023) (citing *CenterPoint Energy Gas Transmission Co., LLC*, 144 FERC ¶ 61,195 at P 77; see also *Algonquin Gas Transmission, LLC*, 153 FERC ¶ 61,038 at n.112).

³ *CenterPoint Energy Gas Transmission Co., LLC*, 144 FERC ¶ 61,195 at P 78.

IMPLEMENTATION AND WAIVER REQUEST

Pursuant to Section 154.7(a)(9) of the Commission's Regulations, Trunkline requests that the proposed tariff record submitted herewith become effective March 9, 2023. Trunkline respectfully requests the Commission grant any waivers of its Regulations that it deems necessary to accept this filing and allow the proposed tariff record in this filing to become effective on March 9, 2023.

CONTENTS OF THE FILING

This filing is made in electronic format in compliance with Section 154.4 of the Commission's Regulations. The proposed tariff record in RTF format with metadata attached is being submitted as part of an XML filing package containing the following:

- . A transmittal letter in PDF format
- . A clean copy of the proposed tariff record in PDF format for publishing in eLibrary
- . A marked version of the proposed tariff changes in PDF format
- . A copy of the complete filing in PDF format for publishing in eLibrary

COMMUNICATIONS, PLEADINGS AND ORDERS

Trunkline requests that all Commission orders and correspondence as well as pleadings and correspondence from other parties concerning this filing be served on each of the following:

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Chief Regulatory Officer
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Sr. Director, Rates and Regulatory Affairs
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⁴ Designated to receive service pursuant to Rule 2010 of the Commission's Rules of Practice and Procedure. Trunkline respectfully requests that the Commission waive Rule 203(b)(3), 18 C.F.R. § 385.203(b)(3), in order to allow Trunkline to include additional representatives on the official service list.

⁵ Designated as responsible Company official under Section 154.7(a)(2) of the Commission's Regulations.

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In accordance with Section 154.2(d) of the Commission's Regulations, a copy of this filing is available for public inspection during regular business hours at Trunkline's office at 1300 Main Street, Houston, Texas 77002. In addition, copies of this filing are being served electronically on jurisdictional customers and interested state regulatory agencies. Trunkline has posted this filing on its Internet website accessible via <https://tgcmessage.energytransfer.com> under Informational Postings, Regulatory.

Pursuant to Section 385.2011(c) of the Commission's Regulations, the undersigned has read this filing and knows its contents, the contents are true as stated, to the best of his knowledge and belief, and possesses full power and authority to sign such filing.

Respectfully submitted,

TRUNKLINE GAS COMPANY, LLC

/s/ Lawrence J. Biediger

Lawrence J. Biediger
Sr. Director, Rates and Regulatory Affairs

GENERAL TERMS AND CONDITIONS

29. RESERVATION CHARGE CREDIT

Trunkline shall provide reservation charge credits to a Shipper with firm transportation service under Rate Schedule FT, SST, EFT, QNT or LFT when Trunkline is unable to deliver Quantities from any primary Point of Receipt to any primary Point of Delivery up to the primary Point of Delivery Quantity stated on Exhibit A of Shipper's Service Agreement on any Gas Day in accordance with this Section 29. No adjustment of any kind under this Section 29 shall be required if Trunkline's failure to schedule or deliver gas is due to events solely related to conduct, activities or operations of Shipper and/or upstream or downstream parties (including Force Majeure events affecting Shipper or such parties) including, but not limited to, activities and/or events such as (i) Shipper's failure to perform in accordance with the terms of its Service Agreement and Trunkline's Tariff, including, but not limited to, Operational Flow Orders and failure to meet all applicable gas quality specifications, or (ii) failure of supply or transportation upstream of Trunkline's pipeline system, or (iii) failure of market or transportation downstream from Trunkline's pipeline system.

29.1 Non-Force Majeure

(A) Eligible Quantity

- (1) When Trunkline gives notice of a non-Force Majeure service interruption at any time after completion of the Timely Nomination Cycle for the Gas Day, reservation charge credits shall apply to Shipper's scheduled Quantity of Gas from primary Points of Receipt (up to the Quantity stated on Shipper's Service Agreement Exhibit A for each primary Point of Receipt) to primary Points of Delivery (up to the Quantity stated on Shipper's Service Agreement Exhibit A for each primary Point of Delivery) less the Quantity of Gas delivered on Shipper's Service Agreement for the Gas Day.
- (2) When Trunkline gives advance notice of unavailability of service due to an outage or scheduled maintenance before Shippers have submitted nominations for the day(s) of the outage, reservation charge credit for each day of the outage will be based on the average of the scheduled quantity from Shipper's primary Points of Receipt (up to the Quantity stated on Shipper's Service Agreement Exhibit A for each primary Point of Receipt) to primary Points of Delivery (up to the Quantity stated on Shipper's Service Agreement Exhibit A for each primary Point of Delivery) for the seven (7) day period immediately prior to the notice of the outage, less the Quantity of Gas delivered on Shipper's Service Agreement for the day of the outage. The seven day period shall include the seven days immediately preceding the notice of the outage that are not affected by a prior outage or Force Majeure event.

- (3) When Trunkline has not given advance notice of an outage and reduces Shipper's nomination during the Timely Nomination Cycle, reservation charge credits will apply to Quantities nominated and confirmed in the Timely Nomination Cycle from primary Points of Receipt (up to the Quantity stated on Shipper's Service Agreement Exhibit A for each primary Point of Receipt) to primary Points of Delivery (up to the Quantity stated on Shipper's Service Agreement Exhibit A for each primary Point of Delivery) less the Quantity of Gas delivered on Shipper's Service Agreement for the day.
- (4) Trunkline shall provide reservation charge credits for primary firm service but not for secondary firm service. If Shipper nominates to or from secondary Points of Receipt or Delivery after Trunkline has given notice of the outage, Trunkline shall not provide reservation charge credits to the extent Trunkline provides such secondary firm service.

(B) Reservation Rate

For the calculation of the reservation charge credit when applicable, Trunkline shall apply the reservation rate applicable to Shipper's Service Agreement stated on a daily basis; provided, however, the reservation rate for service obtained through capacity release pursuant to GT&C Section 15 shall be the lower of the rate under the Replacement Shipper's Capacity Release Service Agreement Addendum or the reservation rate stated in Releasing Shipper's Service Agreement. Reservation charge credits are not applicable to Replacement Shippers paying a volumetric rate.

(C) Calculation

Each day's credit shall be payable on the applicable Quantity calculated in Section 29.1(A) above multiplied by the appropriate contract reservation rate pursuant to Section 29.1(B) stated on a daily basis. In accordance with Section 2 of Rate Schedule LFT, reservation charge credits for Service Agreements under Rate Schedule LFT shall be calculated after Trunkline's right not to schedule service in whole or in part for ten (10) days in each Month.

29.2 Force Majeure

When Trunkline has issued notice of a Force Majeure event in accordance with Section 19 of the General Terms and Conditions, Trunkline shall provide full reservation charge credits to firm Shippers after a ten (10) day grace period pursuant to this Section 29.2.

- (A) The grace period for a Force Majeure event shall be ten (10) full consecutive days.
- (B) The Quantity of Gas eligible for reservation charge crediting shall be based on the average of the scheduled quantity from Shipper's primary Points of Receipt (up to

the Quantity stated on Shipper's Service Agreement Exhibit A for each primary Point of Receipt) to primary Points of Delivery (up to the Quantity stated on Shipper's Service Agreement Exhibit A for each primary Point of Delivery) for the seven (7) day period immediately prior to the notice of the Force Majeure event, less the Quantity of Gas delivered on Shipper's Service Agreement for the day. The seven day period shall include the seven days immediately preceding the notice of the Force Majeure event that are not affected by a prior outage or Force Majeure event.

- (C) For each Day subsequent to the grace period in Section 29.2(A), the reservation charge credit shall be the Quantity determined in Sections 29.2(B) and 29.1(A)(4) above multiplied by the appropriate contract reservation rate pursuant to Section 29.1(B) stated on a daily basis; provided, however, reservation charge credits for service under Rate Schedule LFT shall only be calculated for Days subsequent to the grace period and in excess of the ten (10) Days each Month that Trunkline has the right not to schedule service pursuant to Section 2 of Rate Schedule LFT.

29.3 Any reservation charge credit payable will be included on a subsequent month invoice and will be applied first to offset any outstanding past due balances owed by Shipper. Reservation charge credits applicable to Service Agreements that are not in effect due to termination will be paid by Trunkline to Shipper, net of any amounts owed to Trunkline.

29.4 In a not unduly discriminatory manner and in connection with a discounted or negotiated rate Service Agreement, Trunkline and Shipper may agree to a different reservation charge crediting methodology; however, for Shippers provided service pursuant to a discounted or negotiated rate Service Agreement executed, amended or extended on or after March 9, 2023, Trunkline will not provide any reservation charge credits unless such agreements explicitly require reservation charge credits.

MARKED VERSION

GENERAL TERMS AND CONDITIONS

29. RESERVATION CHARGE CREDIT

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