

April 17, 2019

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. RP19-                      
Administrative Revisions Filing

Dear Ms. Bose:

Trunkline Gas Company, LLC (Trunkline) hereby electronically submits for filing with the Federal Energy Regulatory Commission (Commission) the revised tariff record listed below to its FERC NGA Gas Tariff, Fourth Revised Volume No. 1 (Tariff), proposed to become effective May 18, 2019.

Tariff Record Version	Description	Title
2.0.0	GT&C Section 16.	Statements and Payments

#### **STATEMENT OF NATURE, REASONS AND BASIS**

The purpose of this filing, made in accordance with the provisions of Section 154.204 of the Commission's Regulations, is to simplify the procedures for administration of late payments for transportation service.

Currently, Trunkline has a 3 step notification process for delinquent payments. Trunkline proposes to simplify the process by issuing one delinquency notice after 30 days. If payment is not received within 20 days after such notice, the service agreement may be suspended or terminated. In accordance with Commission policy, Trunkline clarifies that any such termination will require 30 days prior written notice to the shipper and the Commission. The revisions are shown in Section 16.2 of the General Terms and Conditions.

#### **IMPLEMENTATION**

Pursuant to Section 154.7(a)(9) of the Commission's regulations, Trunkline requests that the proposed tariff record submitted herewith be accepted effective May 18, 2019. Trunkline respectfully requests that the Commission grant waiver of any and all waivers of its regulations that it deems necessary to allow the proposed tariff record in this filing to become effective on May 18, 2019, as proposed.

## 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
- . 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:

***Michael T. Langston***<sup>1</sup>

Vice President  
Chief Regulatory Officer  
Trunkline Gas Company, LLC  
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Houston, TX 77002  
(713) 989-7610  
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***Kevin Erwin***<sup>1</sup>

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***Deborah A. Bradbury***<sup>1 2</sup>

Sr. Director, Regulatory Tariffs & Reporting  
Trunkline Gas Company, LLC  
1300 Main Street  
Houston, TX 77002  
(713) 989-7571  
(713) 989-1205 (Fax)  
[debbie.bradbury@energytransfer.com](mailto:debbie.bradbury@energytransfer.com)

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 a copy of this filing on its Internet web site accessible via <http://tgcmessage.energytransfer.com> under Informational Postings, Regulatory.

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<sup>1</sup> 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.

<sup>2</sup> Designated as responsible Company official under Section 154.7(a)(2) of the Commission's Regulations.

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Pursuant to Section 385.2005(a) 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 her knowledge, and belief, and possesses full power and authority to sign such filing.

Respectfully submitted,

TRUNKLINE GAS COMPANY, LLC

***/s/ Deborah A. Bradbury***

Deborah A. Bradbury  
Sr. Director, Regulatory Tariffs & Reporting

## GENERAL TERMS AND CONDITIONS

### 16. STATEMENTS AND PAYMENTS

- 16.1 Trunkline shall send to Shipper, on or before the ninth (9th) Business Day of each month, a billing of charges applicable to the preceding month for Transportation activity, Storage activity, scheduling penalties, and all other charges or penalties. Such charges shall be based on actual Quantities. If actual Quantities are unavailable in time to prepare the billing, such charges shall be based on estimated Quantities and Trunkline shall provide, in the succeeding month's billing, an adjustment based on any difference between actual Quantities and estimated Quantities.
- 16.2 Shipper shall pay Trunkline by Electronic Funds Transfer to a designated bank account established by Trunkline for invoiced amounts equal to or greater than \$50,000. For invoiced amounts less than \$50,000, Shipper shall pay Trunkline by check to Trunkline's designated Post Office box or, at Shipper's election, by Electronic Funds Transfer to a designated bank account established by Trunkline. Payments shall be made by Shipper and received by Trunkline within ten (10) days from the date on which the bill is sent for all charges billed in accordance with the provisions of the applicable Rate Schedule and these General Terms and Conditions. Payments made by Electronic Funds Transfer shall be considered to have been made on the date when such payment of good funds is received by Trunkline. Should Shipper fail to pay part or all of the amount of any such bill, interest thereon shall accrue at an average prime interest rate computed in a manner consistent with Section 154.501(d) of the Commission's Regulations, from the due date until date of payment.
- If such failure to pay continues for thirty (30) days after payment is due, Trunkline shall notify Shipper of the delinquency. In the event payment is not received within twenty (20) days of the delinquency notice, Trunkline, in addition to any other remedy it may have, may suspend further service to Shipper until such amount is paid or terminate Shipper's Service Agreement. In the event of such termination of a Service Agreement, Trunkline shall serve the Commission and Shipper with thirty (30) days prior written notice of the termination.
- 16.3 In the event that Shipper's failure to pay is due to a billing dispute and Shipper (1) in good faith disputes in writing, prior to the issuance of a second delinquency notice, the amount of any such bill or parts thereof, and pays to Trunkline such amounts as it concedes to be correct, and (2) at any time thereafter within twenty (20) days of demand made by Trunkline furnishes a good and sufficient surety bond guaranteeing payment to Trunkline of the amount ultimately found due upon such bills after a final determination, which may be reached either by agreement or by judgment of a court of competent jurisdiction, then Trunkline shall not be entitled to suspend further service or terminate Shipper's Service Agreement unless and until default be made in the conditions of such bond. If resolution of the dispute is in favor of Shipper and Shipper furnished a surety bond instead of paying the

disputed amount, then Trunkline shall reimburse Shipper for the cost of securing that surety bond.

No payment by Shipper of the amount of a disputed bill shall prejudice the right of Shipper to claim an adjustment of the disputed bill.

16.4 In the event that an error is discovered in the invoiced amount hereunder, such error shall be adjusted within thirty (30) days of the determination thereof, provided that claim therefor shall have been made in writing.

- (A) Measurement data corrections should be processed within 6 months of the production month with a 3 month rebuttal period.
- (B) The time limitation for disputes of allocations should be 6 months from the date of the initial month-end allocation with a 3-month rebuttal period.
- (C) Prior period adjustment time limits should be 6 months from the date of the initial transportation invoice and 7 months from date of initial sales invoice with a 3-month rebuttal period, excluding government-required rate changes.

This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by these standards. Mutual agreement between parties, legal decisions, and regulatory guidance may be necessary to determine if the event qualifies for an extension of the above time periods.

Adjustments affecting prior month imbalance levels as determined in Section 5.2 herein will be cashed out as defined in Section 5.2 at the Spot Index Price and factor applicable for the Month in which the imbalance occurred. Adjustments to the Quantities used to calculate prior Month billings under Rate Schedules NNS-1 and NNS-2 will be reflected on the Designated Transportation Service Agreement only and will not affect NNS-1 and NNS-2 Stored Volumes.

16.5 In addition to all other rates and charges applicable to the service provided to Shipper, Shipper shall reimburse Trunkline for all filing or other fees, in connection with service provided under any Rate Schedule in this Tariff, that Trunkline is obligated to pay to the Commission or to any other governmental authority having jurisdiction. The term "fees" as used herein, shall mean any fee or charge now or hereafter levied, assessed or made by any governmental authority on the Gas itself or on the act, right or privilege of producing, severing, gathering, transporting, handling, selling, delivering or redelivering Gas, however such fees or charges are measured.

16.6 In addition to all other rates and charges applicable to the service provided to Shipper, Shipper shall reimburse Trunkline or cause Trunkline to be reimbursed for any and all costs and expenses incurred in constructing, establishing or modifying the facilities required for

receipt and delivery of Gas hereunder, unless otherwise agreed to in advance and in writing; provided, however, that Trunkline may agree at its sole discretion to construct, modify, expand or acquire facilities to enable it to perform such services.

16.7 Refunds due Shipper pursuant to the terms of this Tariff or orders of the Commission shall be paid by Electronic Funds Transfer to a bank account established by Shipper if:

- (A) Shipper has transmitted payment for services to Trunkline by Electronic Funds Transfer within the twelve (12) month period preceding the date of the refunds;
- (B) Shipper has designated a bank account for the receipt of Electronic Funds Transfer at least thirty (30) days prior to the date established for refunds; and
- (C) The amount of the refund, including interest, equals or exceeds \$50,000.

Shipper shall designate a bank account for receipt of Electronic Funds Transfer by written communication to Trunkline at the following address:

Trunkline Gas Company, LLC  
Attn: Cash Management  
P. O. Box 4967  
Houston, Texas 77210-4967

Refunds not paid by Electronic Funds Transfer shall be paid by check.

16.8 Order of Discounting

If and when Trunkline discounts the rates applicable for service under any Service Agreement under Rate Schedules included in Trunkline's FERC Gas Tariff, the components of the currently applicable Maximum Rate shall be discounted in the following order: the first item discounted shall be any applicable surcharges; and last the base rate.

MARKED VERSION

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If such failure to pay continues for ~~ten (10)~~thirty (30) days after payment is due, Trunkline shall notify Shipper of the delinquency. In the event payment is not received within twenty (20) days of the ~~first~~ delinquency notice, ~~Trunkline will provide a second delinquency notice requesting payment within five Business Days. Should Shipper's delinquency continue, Trunkline will provide Shipper with a third and final notice stating that if payment is not received within five Business Days, then~~ Trunkline, in addition to any other remedy it may have, may suspend further ~~receipt and delivery of Gas service to Shipper~~ until such amount is paid or terminate Shipper's Service Agreement. In the event of such termination of a Service Agreement, Trunkline shall serve the Commission and Shipper with thirty (30) days prior written notice of the termination.

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