



TRUNKLINE GAS COMPANY
An ENERGY TRANSFER Company

September 20, 2022

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. RP22-
Off-System Capacity Updates

Dear Ms. Bose:

Trunkline Gas Company, LLC ("Trunkline") hereby electronically submits for filing with the Federal Energy Regulatory Commission ("Commission") the following tariff record to its FERC NGA Gas Tariff, Fourth Revised Volume No. 1 ("Tariff"), proposed to become effective October 20, 2022:

<u>Version</u>	<u>Description</u>	<u>Title</u>
4.0.0	GT&C Section 28.	Miscellaneous

STATEMENT OF NATURE, REASONS AND BASIS

The purpose of this filing is to amend the off-system capacity provisions included in Trunkline's Tariff, General Terms and Conditions ("GT&C") Section 28.6. Trunkline proposes to revise the off-system capacity language to provide that in instances where Trunkline acquires and uses off-system capacity for the benefit of a specific shipper, then such shipper will pay an additional amount not to exceed the charges Trunkline is obligated to pay the third party for the off-system capacity to be used for the shipper's benefit. Recovering the cost of off-system capacity in this manner would provide shippers additional flexibility in contracting for service whereby Trunkline and shipper could mutually agree to have Trunkline contract for off-system capacity with third parties and use such off-system capacity to provide services for that shipper.

Trunkline's proposal is consistent with Commission precedent on this matter allowing a service provider to contract for off-system capacity with third parties at the request of its shippers and to collect from such shippers the provider's rate along with an additional amount not to exceed the charges the company is obligated to pay the third parties for the requested off-system capacity.¹ In particular, the Commission found in *Tennessee Gas* that the off-system capacity "tariff provisions recognize that when a pipeline and shipper agree, a pipeline can provide a valuable service to the shipper by arranging for

¹ *ANR Storage Co.*, Docket No. RP06-421-000, Letter Order (issued Jul. 19, 2006) (Commission approved tariff language for "ANR to contract for off-system capacity with third parties at the request of its customers and to collect from such customers ANR's rate along with an additional amount not to exceed the charges it is obligated to pay the third parties for the requested off-system capacity"). See also, e.g., *Portland Natural Gas Transmission System*, Docket No. RP03-530-000, Letter Order (issued Jul. 25, 2003) (same holding); *Gas Transmission Northwest Corp.*, Docket No. RP05-355-000, Letter Order (issued Jun. 21, 2005) (same holding); *Wyoming Interstate Co., Ltd.*, 120 FERC ¶ 61,162 (2007) (same holding); *Stagecoach Pipeline & Storage Co. LLC*, Docket No. RP21-397-000, Letter Order (issued Feb. 10, 2021) (same holding).

transportation of the shipper's gas to or from the pipeline" and that "charges incurred by the pipeline for this service are properly passed along to the shipper."²

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 October 20, 2022. 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 October 20, 2022.

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:

Michael T. Langston ³

Vice President
Chief Regulatory Officer
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² *Tennessee Gas Pipeline Co.*, 118 FERC ¶ 61,159 at P 10 (2007).

³ 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.

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Lawrence J. Biediger^{3 4}

Sr. Director, Rates and Regulatory Affairs
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(713) 989-7670
(713) 989-1205 (Fax)
larry.biediger@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 this filing on its Internet website accessible via <https://tgcmessage.energytransfer.com> under Informational Postings, Regulatory.

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 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

⁴ Designated as responsible Company official under Section 154.7(a)(2) of the Commission's Regulations.

GENERAL TERMS AND CONDITIONS

28. MISCELLANEOUS

- 28.1 Service Agreements shall be governed by and interpreted in accordance with the laws of the State of Texas, except for the conflict of laws provisions thereof.
- 28.2 Service Agreements create no rights in third parties.
- 28.3 Any notice, request or demand which either Trunkline or Shipper may desire to give to the other shall be sent to the address designated in the Service Agreement or to such other physical or electronic address as may be designated by written or electronic notice.
- 28.4 Trunkline may waive any rights hereunder or any obligations of Shipper, TABS-1 Party or OBA Party on a basis which is not unduly discriminatory; provided that no waiver shall operate or be construed as a waiver of other or future rights or obligations, whether of a like or different character.
- 28.5 Both Trunkline and Shipper have the right to rely on the effective provisions of the previously effective tariff in effect at the time any issue or dispute took place if necessary to resolve issues or disputes of any nature, regarding any service prior to the effective date of this FERC Gas Tariff, Fourth Revised Volume No. 1.
- 28.6 Trunkline may, from time to time, enter into agreements with other interstate or intrastate pipeline companies for capacity (off-system capacity). In the event that Trunkline acquires off-system capacity, Trunkline will provide service to Shippers with the off-system capacity pursuant to Trunkline's open access tariff and subject to Trunkline's Commission-approved rates, as such tariff and rates may change from time to time. For purposes of transactions entered into subject to this Section 28.6, the "shipper must have title" requirement is waived.

If Shipper and Trunkline mutually agree that Trunkline shall provide service to Shipper for its benefit using off-system capacity that Trunkline has contracted for with third party(ies) pursuant to this Section 28.6, then Shipper shall pay Trunkline, in addition to any applicable rates and charges pursuant to Trunkline's tariff, an amount up to the charges Trunkline is obligated to pay such third party(ies). Such third party charges may include, but are not limited to, reservation and/or usage charges and surcharges, fuel and power charges or retention, compression fees, balancing or storage fees, measurement fees, processing fees, and/or facility charges. Such third party charges shall be set forth as separate items on billings rendered to Shipper.

Any off-system capacity acquired by Trunkline for the benefit of a Shipper which is not used by such Shipper, shall be offered to Trunkline's other Shippers pursuant to Trunkline's tariff

and be subject to Trunkline's approved rates, as such tariff and rates may change from time to time, as well as any applicable charges Trunkline is obligated to pay third party(ies) for such off-system capacity. Trunkline will indicate in its posting of any off-system capacity available for service, whether third party charges will apply to the use of such off-system capacity.

- 28.7 Transactions utilizing the following specific receipt and delivery point combinations shall only be subject to a lost and unaccounted for fuel charge as prescribed by Section 22.3 of these General Terms and Conditions.

(A) LNG Lateral

(1) Point of Receipt

At the point of interconnect between Trunkline and Lake Charles LNG Company, LLC located in Calcasieu Parish, Louisiana.

(2) Point(s) of Delivery

All Points of Delivery on Trunkline's LNG lateral which consists of 45.8 miles of 30-inch pipeline beginning at the interconnection with Lake Charles LNG Company, LLC and continuing to the inlet side of Trunkline's Longville, Louisiana compressor station.

MARKED VERSION

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