



TRUNKLINE GAS COMPANY
An ENERGY TRANSFER Company

November 29, 2021

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-
Proposed Revisions to GT&C Section 6

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 be effective on January 1, 2022.

<u>Version</u>	<u>Description</u>	<u>Title</u>
2.0.0	GT&C Section 6.	Operational Flow Orders

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 revise General Terms and Conditions (GT&C) Section 6 of the Tariff for the pricing metrics used with regards to Trunkline's penalties associated with Operational Flow Orders (OFO).

The currently effective GT&C Section 6.3(A) uses "the greatest of (a) \$25 per Dt, (b) two (2) times the highest daily price published in Gas Daily, Daily Price Survey, Citygates, Chicago-LDCs per Dt or (c) two (2) times the highest daily price published in Gas Daily, Daily Price Survey, Citygates, Mich.-Consum. Energy for the Day per Dt" for calculating OFO Penalties. As a result of the pricing witnessed during Winter Storm Uri, Trunkline is proposing to add the Platts Gas Daily, "Final Daily Price Survey" index prices for "Houston Ship Channel", "Trunkline zone 1A" and "Henry Hub" to the existing index prices listed in GT&C Section 6. This modification to the pricing metrics will allow Trunkline to more effectively capture pricing associated with its entire system.

In addition to adding the index prices for "Houston Ship Channel", "Trunkline zone 1A" and "Henry Hub", the names of the Chicago and Mich.-Consum. Energy index prices have been updated to match the current Platts Gas Daily, "Final Daily Price Survey" listings: "Chicago city-gates" and "Mich Con city-gate" respectively.

IMPLEMENTATION

Pursuant to Section 154.7(a)(9) of the Commission's Regulations, Trunkline requests that the proposed tariff record be accepted effective January 1, 2022, without further action from Trunkline.

CONTENTS OF THE FILING

This filing is made in electronic format in compliance with Section 154.4 of the Commission's Regulations. In addition to the proposed tariff record in RTF format with metadata attached, the XML filing package contains:

- . 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. Langston¹

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Lawrence J. Biediger^{1 2}

Sr. Director, Rates and Regulatory Affairs
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¹ 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.

² 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 a copy of this filing on its Internet web site accessible via <http://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

GENERAL TERMS AND CONDITIONS

6. OPERATIONAL FLOW ORDERS (OFOs)

- 6.1 Trunkline will have the right to issue an OFO to any Shipper, OBA Party or TABS-1 Party when, in Trunkline's reasonable judgment, such OFO is required to alleviate conditions which threaten system integrity, safety or reliability of service or to ensure compliance with the provisions contained in this Tariff. An OFO may be issued on a contract basis or on all or a portion of the system. An OFO may be issued to a particular Shipper, OBA Party or TABS-1 Party creating the need for the OFO or to Shippers, OBA Parties or TABS-1 Parties on all or part of the system when in the absence of such Shipper's, OBA Party's or TABS-1 Party's action an OFO would not be required. When an OFO is issued, Trunkline will endeavor to minimize the Shippers, OBA Parties and TABS-1 Parties and Quantities affected. An OFO will not be issued to protect interruptible service.

Examples of conditions which may cause OFOs to be issued include, but are not limited to:

- (A) Actual receipts exceeding scheduled receipts causing high pressure to back off scheduled receipts;
 - (B) Unscheduled pipeline maintenance and repairs affecting capacity;
 - (C) Non-compliance with the balancing requirements of any service where such non-compliance threatens Trunkline's system integrity; and
 - (D) When the applicable Tolerance Level has not been exceeded by an individual Shipper, OBA Party or TABS-1 Party, but pipeline operations require tighter Tolerance Levels.
- 6.2 Prior to issuing an OFO, Trunkline will take all reasonable actions to minimize the issuance and adverse consequences of the OFO. These actions may include, but are not limited to, requiring firm Shippers to utilize primary Points of Receipt and Delivery, limiting Shippers, OBA Parties or TABS-1 Parties to the hourly flow rate and limitations in accordance with the provisions of this Tariff and the Service Agreement, and imposing daily scheduling charges on Points of Receipt upon twenty-four (24) hours notice in accordance with Section 5.1(E) herein.
- 6.3 (A) The OFO shall specify the action(s) necessary to alleviate the conditions set forth in Section 6.1. These actions may include, but are not limited to, the elimination of Unauthorized Overruns and the reduction of scheduling variances. If the Shipper, OBA Party or TABS-1 Party subject to the OFO does not comply with the OFO, then the Shipper, OBA Party or TABS-1 Party shall pay, for all Quantities delivered or received in non-compliance with the OFO, the greatest of (a) \$25 per Dt or (b) two

(2) times the highest daily price published in Gas Daily, Final Daily Price Survey – Platts Locations, Upper Midwest: Chicago city-gates, Upper Midwest: Mich Con city-gate, East Texas: Houston Ship Channel, Louisiana/Southeast: Trunkline zone 1A or Louisiana/Southeast: Henry Hub, whichever is greater, for the Day per Dt (Saturday and Sunday shall be the preceding Friday price); provided, however, in no event will this penalty apply until Shipper, OBA Party, or TABS-1 Party has had at least three (3) hours to take the actions required to comply with the OFO or Shipper, OBA Party or TABS-1 Party is unable to comply due to force majeure, as defined in Section 19 herein. For purposes of this Section 6.3(A), if the OFO requires the reduction of scheduling variances, the Shipper, OBA Party or TABS-1 Party subject to the OFO shall be deemed in compliance with the OFO if the actual Quantities do not vary from the Quantities specified in the OFO by more than the tolerance level stated in the OFO, which shall not be less than two percent (2%).

(B) When an OFO is issued, daily scheduling penalties applicable to the affected Shipper, OBA Party or TABS-1 Party and affected Quantities will be replaced by the penalty provisions of the OFO.

6.4 Nothing shall limit Trunkline's right to take action as may be required to physically adjust actual receipts and actual deliveries of Gas in order to alleviate conditions which threaten the integrity of its system.

6.5 If Shipper, OBA Party or TABS-1 Party has no daily scheduling variance on receipts and no contract imbalances, Trunkline will not issue an OFO requiring that Shipper, OBA Party or TABS-1 Party to increase receipts. Additionally, Shipper will not be required to increase deliveries to Trunkline in excess of Shipper's MDQ.

6.6 Situation Reports, Notices and Indemnity

(A) Trunkline shall provide Shipper, OBA Party or TABS-1 Party with as much advance notice of OFOs as is reasonable under then existing conditions through the Messenger® system, the Web Site, by telephone, and by facsimile or via e-mail communication. Each Shipper, OBA Party, TABS-1 Party and point operator shall designate one or more persons for Trunkline to contact on operational matters on a 24-hour a day, 365 days a year basis. Telephone and facsimile numbers as well as e-mail address must be provided for such person or persons. If Trunkline is unable to contact any Shipper, OBA Party, TABS-1 Party or point operator because the designated contact person(s) is unavailable, such Shipper, OBA Party, TABS-1 Party or point operator shall be responsible for any consequences arising from such failure of communications. The notice will provide the time and date of issuance of the OFO, the time and date the OFO is to become effective, the time the OFO is expected to remain in effect, the action required of the Shipper, OBA Party or TABS-1 Party, the reason for issuing the OFO, together with operating variables providing the basis for issuing the order, and any other information which may be required in the circumstances. Ordinarily, the notice will be issued by 10:00 a.m.

CT on the Gas Day before the OFO is to be effective. The OFO will ordinarily become effective at 9:00 a.m. CT on the following Gas Day. When operating conditions so require, three (3) hours notice, or lesser notice if necessary, may be given and may provide that the OFO will become effective before the commencement of the next Gas Day. When an OFO becomes effective, Shipper, OBA Party or TABS-1 Party shall use its best efforts to comply with the OFO as soon as possible but in no event later than three (3) hours, after which the penalty provided for in this Section shall apply. An OFO may be issued for a specific period of time or until further notice is given. Such notice shall be provided to the person, including any agent, designated by the Shipper, OBA Party or TABS-1 Party to submit or confirm nominations. Trunkline will post notification and provide updated information concerning the need for the OFO on the Messenger® system and the Web Site at the commencement of the Gas Day until Trunkline notifies the Shipper, OBA Party or TABS-1 Party that the order is no longer effective. Within sixty (60) days following the end of the OFO, Trunkline will post on the Web Site a report detailing the conditions that required the issuance and termination of the OFO.

- (B) Trunkline shall have no responsibility to inform Shipper's, OBA Party's or TABS-1 Party's end users, suppliers, other transporters or any others involved in the transaction, as to any OFO.
- (C) Compliance with an OFO and the other terms and conditions of Trunkline's FERC Gas Tariff is essential to Trunkline's ability to provide deliveries and services under all rate schedules. A failure by one or more Shippers, OBA Parties or TABS-1 Parties to comply with an OFO may affect Trunkline's ability to provide such deliveries and services. In such event and in addition to other provisions hereof and not in lieu of any other remedies or defenses available in law or at equity with respect to any person, Trunkline will have no liability or responsibility for its inability to provide deliveries and services to any Shipper, OBA Party or TABS-1 Party failing to comply with an OFO and will be indemnified and held harmless by the Shipper(s), OBA Party(s) or TABS-1 Party(s) failing to comply with Trunkline's FERC Gas Tariff and in particular the provisions of this Section 6 against any claims related to the failure to provide deliveries and services, except to the extent such claims are the result of Trunkline's negligence, bad faith or willful misconduct.

MARKED VERSION

GENERAL TERMS AND CONDITIONS

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 - (C) Non-compliance with the balancing requirements of any service where such non-compliance threatens Trunkline's system integrity; and
 - (D) When the applicable Tolerance Level has not been exceeded by an individual Shipper, OBA Party or TABS-1 Party, but pipeline operations require tighter Tolerance Levels.
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- 6.3 (A) The OFO shall specify the action(s) necessary to alleviate the conditions set forth in Section 6.1. These actions may include, but are not limited to, the elimination of Unauthorized Overruns and the reduction of scheduling variances. If the Shipper, OBA Party or TABS-1 Party subject to the OFO does not comply with the OFO, then the Shipper, OBA Party or TABS-1 Party shall pay, for all Quantities delivered or received in non-compliance with the OFO, the greatest of (a) \$25 per Dt or (b) two

(2) times the highest daily price published in Gas Daily, Final Daily Price Survey – Platts Locations, Citygates, Chicago-LDCs Upper Midwest: Chicago city-gates, Upper Midwest: Mich Con city-gate, East Texas: Houston Ship Channel, Louisiana/Southeast: Trunkline zone 1A or Louisiana/Southeast: Henry Hub, whichever is greater, for the Day per Dt ~~or (c) two (2) times the highest daily price published in Gas Daily, Daily Price Survey, Citygates, Mich. Consum. Energy for the Day per Dt~~ (Saturday and Sunday shall be the preceding Friday price); provided, however, in no event will this penalty apply until Shipper, OBA Party, or TABS-1 Party has had at least three (3) hours to take the actions required to comply with the OFO or Shipper, OBA Party or TABS-1 Party is unable to comply due to force majeure, as defined in Section 19 herein. For purposes of this Section 6.3(A), if the OFO requires the reduction of scheduling variances, the Shipper, OBA Party or TABS-1 Party subject to the OFO shall be deemed in compliance with the OFO if the actual Quantities do not vary from the Quantities specified in the OFO by more than the tolerance level stated in the OFO, which shall not be less than two percent (2%).

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TABS-1 Party, the reason for issuing the OFO, together with operating variables providing the basis for issuing the order, and any other information which may be required in the circumstances. Ordinarily, the notice will be issued by 10:00 a.m. CT on the Gas Day before the OFO is to be effective. The OFO will ordinarily become effective at 9:00 a.m. CT on the following Gas Day. When operating conditions so require, three (3) hours notice, or lesser notice if necessary, may be given and may provide that the OFO will become effective before the commencement of the next Gas Day. When an OFO becomes effective, Shipper, OBA Party or TABS-1 Party shall use its best efforts to comply with the OFO as soon as possible but in no event later than three (3) hours, after which the penalty provided for in this Section shall apply. An OFO may be issued for a specific period of time or until further notice is given. Such notice shall be provided to the person, including any agent, designated by the Shipper, OBA Party or TABS-1 Party to submit or confirm nominations. Trunkline will post notification and provide updated information concerning the need for the OFO on the Messenger® system and the Web Site at the commencement of the Gas Day until Trunkline notifies the Shipper, OBA Party or TABS-1 Party that the order is no longer effective. Within sixty (60) days following the end of the OFO, Trunkline will post on the Web Site a report detailing the conditions that required the issuance and termination of the OFO.

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- (C) Compliance with an OFO and the other terms and conditions of Trunkline's FERC Gas Tariff is essential to Trunkline's ability to provide deliveries and services under all rate schedules. A failure by one or more Shippers, OBA Parties or TABS-1 Parties to comply with an OFO may affect Trunkline's ability to provide such deliveries and services. In such event and in addition to other provisions hereof and not in lieu of any other remedies or defenses available in law or at equity with respect to any person, Trunkline will have no liability or responsibility for its inability to provide deliveries and services to any Shipper, OBA Party or TABS-1 Party failing to comply with an OFO and will be indemnified and held harmless by the Shipper(s), OBA Party(s) or TABS-1 Party(s) failing to comply with Trunkline's FERC Gas Tariff and in particular the provisions of this Section 6 against any claims related to the failure to provide deliveries and services, except to the extent such claims are the result of Trunkline's negligence, bad faith or willful misconduct.