

December 20, 2022

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

> Re: Enable Gas Transmission, LLC

Docket No. RP23-191-000

Supplemental Information for Actual In-Service Date

Dear Ms. Bose:

Enable Gas Transmission, LLC ("EGT") submits herewith for filing with the Federal Energy Regulatory Commission ("Commission") the previously filed and accepted tariff records listed below as part of its FERC NGA Gas Tariff, Tenth Revised Volume No. 1 ("Tariff"), modified to reflect an effective date of December 16, 2022, the actual in-service date of the Project (as defined below).

<u>Version</u>	<u>Description</u>	<u>Title</u>
2.1.0	Rate Schedule PHS	Currently Effective Rates
1.1.0	Rate Schedule PHS	Perryville Hub Service
1.1.0	GT&C Section 1.	Definitions and Interpretive Matters
1.1.0	GT&C Section 27.	Fuel Percentages
1.1.0	GT&C Section 30.	Segmentation of Capacity
1.1.0	Rate Schedule PHS-IW	Perryville Hub Service-Interruptible Wheeling FOSA

# STATEMENT OF NATURE, REASONS, AND BASIS

On June 1, 2021, the Commission issued an Order Granting Certificates and Approving Abandonment ("Certificate Order") for Gulf Run Transmission, LLC's ("Gulf Run") proposed pipeline and ancillary facilities and EGT's proposed Line CP Modifications, as well as the transfer of Line CP from EGT to Gulf Run, and the lease of a portion of the capacity on Line CP from Gulf Run back to EGT (collectively, the "Project").2

As directed by the Commission's letter order issued in the above-referenced docket accepting EGT's proposed tariff revisions, EGT submitted the in-service notification to the Commission through the eTariff portal using Filing Code 620 on December 19, 2022.3 EGT has included in an attachment a copy of this informational filing. The purpose of this compliance filing is to modify the effective date on the tariff records listed above, to reflect the actual in-service date of December 16, 2022 as the effective date of the tariff records. Besides the required change to the Version number of each tariff

On October 12, 2022, Enable Gulf Run Transmission, LLC officially changed its name to Gulf Run Transmission, LLC.

Enable Gas Transmission, LLC, et al., 175 FERC ¶ 61,183 (2021).

Enable Gas Transmission, LLC, Docket No. RP23-191-000 (Dec. 7, 2022) (letter order).

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record in order to make this filing, there have been no other changes to the tariff records; therfore, no redlined version of the tariff records is included with this filing.

## **IMPLEMENTATION AND WAIVER REQUEST**

Pursuant to Section 154.7(a)(9) of the Commission's Regulations, EGT requests that the tariff records herein become effective on December 16, 2022, which is the actual in-service date of the Project. EGT respectfully requests that, should the Commission determine that any waivers are required, the Commission grant such waivers as are necessary to effectuate this filing as requested.

#### **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 tariff records in RTF format with metadata attached, the XML filing package contains:

- A transmittal letter PDF format
- A clean copy of the proposed tariff records in PDF format
- An attached copy of the 620 informational filing in PDF format
- A copy of the complete filing in PDF format for publishing in eLibrary

# **COMMUNICATIONS, PLEADINGS AND ORDERS**

EGT 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>4</sup>

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# Lawrence J. Biediger <sup>4 5</sup>

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Designated to receive service pursuant to the Commission's Rules of Practice and Procedure. EGT respectfully requests that the Commission waive Rule 203(b)(3), 18 C.F.R. § 385.203(b)(3), in order to allow EGT to include additional representatives on the official service list.

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 EGT'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. EGT has posted this filing on its Internet web site accessible via <a href="https://pipelines.energytransfer.com/ipost/EGT">https://pipelines.energytransfer.com/ipost/EGT</a> under Informational Postings, Regulatory.

Pursuant to Section 385.2011(c)(5) 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 the undersigned possesses full power and authority to sign such filing.

Respectfully submitted,

ENABLE GAS TRANSMISSION, LLC

/s/ Lawrence J. Biediger

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

# STATEMENT OF EFFECTIVE RATES AND CHARGES FOR TRANSPORTATION OF GAS RATE SCHEDULE PHS - PERRYVILLE HUB® SERVICE (\$/Dth)

<u>WHEELING</u>	MAXIMUM <u>RATE</u>	DELHI FUEL <u>USE %</u>	CORE WHEELING <u>LUFG %</u>
FIRM	\$0.9277*	0.00%	0.50%
Overrun Reservation Charge Adj	0.0305 0.0305	0.00%	0.50%
INTERRUPTIBLE	\$0.0305	0.00%	0.50%
Overrun	0.0305		0.50%

<sup>\*</sup> Monthly rate; Daily rate is \$0.0305.

#### **FUEL RATES:**

Filed: December 20, 2022

For those wheeling transactions with receipts at the Perryville Hub Trading Point (Receipt), Transporter will retain no LUFG percentage.

For all other wheeling transactions, Transporter shall retain Core Wheeling LUFG equal to the product of the Core Wheeling LUFG percentage multiplied by the quantity received by Transporter.

For wheeling transactions with receipts at Perryville Hub Receipt Points west of Transporter's Delhi Compressor Station or at the PTP (Receipt) and physical deliveries at Transporter's CGT PV (Core), SESH FM-65 (Core), TENN 800 (Core), or Gulf Run Delhi (Core), Transporter shall retain Delhi Fuel Use equal to the product of the Delhi Fuel Use percentage multiplied by the quantity received by Transporter.

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The Delhi Fuel Use and Core Wheeling LUFG rates stated above are pursuant to Section 27 of the General Terms and Conditions.

Effective: December 16, 2022

# STATEMENT OF EFFECTIVE RATES AND CHARGES FOR TRANSPORTATION OF GAS RATE SCHEDULE PHS – PERRYVILLE HUB® SERVICE (\$/Dth)

PARK and LOAN	MAXIMUM RATE
FIRM	
Reservation Rate	\$6.6947
Activity Rate	\$0.2201
Overrun	\$0.2201
Reservation Charge Adj	\$0.2201
Core LUFG %	0.50%
Line CP LUFG %	0.10%
INTERRUPTIBLE	
Activity Rate	\$0.2201
Inventory Rate	\$0.2201
Core LUFG %	0.50%
Line CP LUFG %	0.10%

#### **MINIMUM RATES:**

The minimum applicable rates for the above services shall be \$0.0000.

# LUFG:

For all parking and loaning transactions, Transporter shall retain LUFG on removal of parked Gas and all receipts of loaned Gas, other than transactions at a Pool, equal to the product of the applicable LUFG percentage as determined pursuant to Rate Schedule PHS and Section 27 of the General Terms and Conditions multiplied by the quantity parked or loaned on any Day.

#### RATE SCHEDULE PHS

## PERRYVILLE HUB® SERVICE

#### 1. AVAILABILITY:

- 1.1 This Rate Schedule is available to any party (hereinafter referred to as Shipper) that requests wheeling service on a firm or interruptible, self-implementing basis from Transporter and/or parking and/or loaning service on a firm or interruptible, self-implementing basis from Transporter when:
  - (a) Transporter determines that transportation service under this Rate Schedule may be rendered pursuant to either Subparts B or G of Part 284 of the Commission's Regulations;
  - (b) Transporter has received a complete request for transportation service under this Rate Schedule containing the items required by this Tariff. Complete requests received in writing or via electronic means using the Internet shall be sufficient;
  - (c) Transporter has reviewed the request and determined that sufficient available and uncommitted capacity, or excess capacity, as applicable, exists to perform the service requested; and
  - (d) Shipper and Transporter have executed a Service Agreement for transportation service under this Rate Schedule (for firm wheeling, in the form provided in this Tariff; for interruptible wheeling, in the form provided in this Tariff; for firm parking and loaning, in the form provided in this Tariff; and for interruptible parking and loaning service, in the form provided in this Tariff), which may be via electronic means using the Internet.
- 1.2 From time to time, Transporter may determine, and post on Transporter's Internet Web Site, that firm wheeling capacity is available at Transporter's Perryville Hub Receipt and Delivery Points, and/or that firm parking and/or loaning capacity is available at various locations on Transporter's system.

## 2. APPLICABILITY AND CHARACTER OF SERVICE:

This Rate Schedule shall apply to the wheeling of Gas between pipeline interconnections in the Perryville Hub, which are referred to as the Perryville Hub Points of Receipt and Delivery. Wheeling shall also be allowed from, or to, the Perryville Hub Trading Point to Perryville Hub Points of Delivery, or from Perryville Hub Points of Receipt, as applicable, in accordance with the provisions of this Rate Schedule. Firm wheeling service shall be provided up to the Contract Demand, MDO(s) and MRO(s) specified in the applicable Service Agreement. Interruptible wheeling service shall be provided up to the quantities authorized by Transporter from time to

time. This Rate Schedule shall also apply to the parking and loaning and subsequent removal and return, respectively, of Gas for Shipper's account under a Service Agreement for parking and/or loaning, as applicable. Firm parking and/or loaning service shall be provided up to the Maximum Daily Quantity and up to the Maximum Aggregate Quantity of Gas parked and/or loaned and any other contract quantities specified in the applicable Service Agreement. Transporter also may enter into Service Agreements for firm parking and/or loaning service with differing levels of Maximum Daily Quantity, Maximum Aggregate Quantity, and other contract quantities in the manner described in Section 2.11 of this Rate Schedule PHS. Interruptible parking and/or loaning service shall be provided up to the quantities authorized by Transporter from time to time. All service provided under this Rate Schedule shall be subject to the provisions of the applicable Service Agreement(s) and the General Terms and Conditions of this Tariff.

## 2.1 Service hereunder shall consist of:

- (a) Wheeling service, which shall mean:
  - (i) the transportation of Gas received by Transporter for Shipper's account at Perryville Hub Point(s) of Receipt and/or the PTP (Receipt); and
  - (ii) the tender of Gas by Transporter for delivery for Shipper's account at Perryville Hub Point(s) of Delivery and/or the PTP (Delivery);
- (b) Parking and loaning service, which shall mean:
  - (i) Parking:
    - A. the receipt of Gas by Transporter delivered (or deemed transferred from an Imbalance under Shipper's Service Agreement(s)), at one or more points, including Pools, for Shipper's account;
    - B. the retention of such Gas by Transporter; and
    - C. the subsequent removal of such Gas for Shipper's account at the agreed upon time and at the same point(s) or other mutually agreed upon point(s); and
  - (ii) Loaning:
    - A. the advance of Gas by Transporter for Shipper's account at one or more points agreed to on Transporter's system up to the quantity authorized by Transporter; and
    - B. the subsequent delivery or return of such quantity of Gas to Transporter by Shipper at the agreed upon time and at the same point(s) or other mutually agreed point(s) on Transporter's system.

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All services described in this Section 2.1 shall be in accordance with a Service Agreement.

- 2.2 (a) With the exception of the firm wheeling and firm parking and loaning options under this Rate Schedule, all services under this Rate Schedule shall be subject to interruption (decrease, suspension or discontinuation), in whole or in part, at any time. For such interruptible services, Transporter shall have no obligation to provide services hereunder for or during any given period if it determines that to do so may interfere with its ability to provide services with a higher priority or to meet its other obligations or that to do so may have an adverse effect on Transporter's operations.
  - (b) Service under the firm wheeling and firm parking and loaning options under this Rate Schedule shall be firm except as otherwise provided in this Tariff.
  - (c) Any particular transaction provided under this Rate Schedule shall be for a term mutually agreed upon by Shipper and Transporter.
  - (d) Except as expressly provided for in this Rate Schedule, Shipper must nominate any services requested hereunder (including the removal of parked Gas and the return of loaned Gas) and service shall not be available or authorized until scheduled by Transporter. All activity will be subject to scheduling on a basis at least as frequently as daily. Transporter may, at its sole discretion, reasonably exercised and in a manner not unduly discriminatory, consider and accept nominations for service under this Rate Schedule submitted at times other than generally provided for in Section 5 of the General Terms and Conditions.
- 2.3 (a) A firm wheeling Shipper must request Primary Point(s) of Receipt at Perryville Hub Receipt Points and/or the PTP (Receipt) with associated MRO(s), and Primary Point(s) of Delivery at Perryville Hub Points of Delivery and/or the PTP (Delivery) with associated MDO(s), which, if approved, will be specified in its Rate Schedule PHS Service Agreement. Receipt Entitlement(s) need not be requested or designated. A firm wheeling Shipper's total MRO(s) shall not exceed Contract Demand, nor shall the total of its MDO(s). Pools are not eligible Receipt Points for wheeling service. Firm wheeling service must be nominated by Shipper, confirmed by upstream and downstream parties, and scheduled by Transporter.
  - (b) A firm parking and loaning Shipper must request Receipt Point(s), which, if approved, will be specified in its Rate Schedule PHS Service Agreement. Pools may be used as Receipt Points. Firm parking and loaning service must be nominated by Shipper and scheduled by Transporter. Any transportation service necessary to deliver Gas to the relevant point for firm parking and loaning service must also be nominated by Shipper under a separate service

agreement, confirmed by upstream and downstream parties, and scheduled by Transporter.

Imbalances under a Rate Schedule PHS (Wheeling) Service Agreement shall be subject to the provisions of Section 5.7, GT&C, of this Tariff and, with respect to deliveries scheduled to the PTP (Delivery), any Imbalances(s) associated therewith shall be deemed to be held in the South Pooling Area.

- 2.4 To utilize the interruptible wheeling option under this Rate Schedule, Shipper must designate receipts at Perryville Hub Receipt Points and/or the PTP (Receipt), and deliveries at Perryville Hub Delivery Points and/or the PTP (Delivery) under its Rate Schedule PHS Service Agreement. Pools are not eligible Receipt Points for wheeling service. Interruptible wheeling service must be nominated by Shipper, confirmed by upstream and downstream connected pipelines and scheduled by Transporter.
- 2.5 A Pool Manager may nominate receipts from Perryville Hub Receipt Points for receipt and aggregation into any of its out-of-area Pools under its Rate Schedule PS (Pooling) Service Agreement provided that the quantities so nominated are scheduled to flow physically into the Perryville Hub.
- 2.6 Any parking or loaning transaction under this Rate Schedule shall occur at a physical Receipt Point, the PTP (Receipt) or Pool, unless Transporter agrees otherwise. Shipper must make any necessary arrangements with Transporter and/or third parties to deliver Gas to the designated parking point(s) or return point(s) for loaned Gas and/or to receive and transport loaned Gas or parked Gas upon removal from the point(s) at which the Gas is loaned or received for parking. Transportation service is not provided under the parking and loaning options of this Rate Schedule. If Transporter loans Gas to a Shipper, or Shipper removes parked Gas, which is nominated and scheduled to make up an Imbalance consisting of Undersupplies under a Service Agreement, then Transporter shall have the right to charge (or if for a prior Month, send an adjusted invoice) and Shipper shall pay, for deliveries under the Service Agreement attributable to such supplies the transportation rate(s) applicable to service from the points at which such Gas was loaned and/or parked under this Rate Schedule.
- 2.7 (a) With respect to the parking option under this Rate Schedule, Shipper shall be obligated to remove its parked quantities in accordance with the agreement between Transporter and Shipper. Additionally, under any interruptible parking and loaning service, Transporter may require Shipper to remove all or any portion of its parked gas quantities upon forty-eight (48) hours (or such longer period as may be specified) notice to Shipper. If Shipper fails to remove such quantities in accordance with Transporter's notice, Transporter shall take title to the gas quantities Shipper was instructed to remove, free and clear of any adverse claims; provided, however, that Transporter shall not take title to such quantities if, and for so long as, Shipper nominated to remove such quantities in

- accordance with its agreement with Transporter or Transporter's notice, and Transporter was unable to schedule and deliver such quantities in accordance with such nomination.
- (b) When Shipper schedules removal of its parked quantities, all such quantities shall be deemed received at the point at which such quantities were originally received into Transporter's system, unless Transporter agrees otherwise. If such removal occurs at a point other than such agreed to point, Shipper may be required to nominate under separate Service Agreements with Transporter and pay rate(s) applicable to such service to effectuate removal of such Gas from the other points.
- (c) For firm parking and loaning service, Transporter and Shipper may agree to limit the periods under which Shipper may deliver and/or remove its parked quantities, and any such limitations shall be set forth in the Rate Schedule PHS Service Agreement.
- 2.8 (a) Shippers utilizing the loan option under this Rate Schedule shall be obligated to return the quantity of gas advanced by Transporter in accordance with the agreement between Transporter and Shipper. Additionally, Shipper must return all or any portion of the loaned quantity under any interruptible parking and loaning service if required by Transporter upon forty-eight (48) hours (or such longer period as may be specified) notice. Failure to do so will result in the assessment of the charges described in Section 5.2(b) of this Rate Schedule; provided, however, that Transporter shall not assess such charges if, and for so long as, Shipper nominated to return such quantities in accordance with its agreement with Transporter or Transporter's notice, and Transporter was unable to schedule and receive such quantities in accordance with such nomination.
  - (b) When Shipper returns loaned quantities to Transporter, such return shall occur at the points agreed to by Transporter, and Transporter shall have the right to adjust subsequent transportation invoices (under other Rate Schedules) of Shipper's to reflect any additional amounts owed by Transporter if such return occurs at a point different than the point agreed to.
  - (c) For firm parking and loaning service, Transporter and Shipper may agree to limit the periods under which Shipper may receive and/or return its loaned quantities, and any such limitations shall be set forth in the Rate Schedule PHS Service Agreement.
- 2.9 For purposes of Section 14.5 of the General Terms and Conditions of this Tariff, a Shipper may receive services under this Rate Schedule by providing security in an amount sufficient to cover up to the maximum amount of charges which could be incurred hereunder. If there is an increase in gas prices over the term of a particular

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transaction such that Transporter deems initial security amounts insufficient, Transporter shall have the right to require an increased security amount.

- 2.10 With respect to scheduling, allocations and curtailments of service under this Rate Schedule:
  - (a) firm wheeling service shall be prioritized with, and, except as otherwise provided, subject to the terms and conditions applicable to, service under Rate Schedule FT; provided, however, firm wheeling service from or to a Primary Point shall have a lower priority than service under Rate Schedule FT and/or other services of equivalent or higher priority to or from a Primary Point and firm wheeling service from or to a Secondary Point shall have a lower priority than service from or to a Secondary Point under Rate Schedule FT and/or other services of equivalent or higher priority.
  - (b) interruptible wheeling service (including overrun volumes delivered under the firm wheeling service) shall be subject to the terms and conditions applicable to, and prioritized and scheduled in accordance with Section 5.5(f)(ii), GT&C, with, service under Rate Schedule IT;
  - (c) firm parking and loaning service shall be prioritized with and subject to the terms and conditions applicable to, service at Primary Points under Rate Schedule FT; and
  - (d) interruptible park and loan service shall have a lower priority than all services, including those under Rate Schedule IT, except that the priority for the return of loaned Gas when required by Transporter shall be subordinate only to service under Rate Schedules NNTS, FT, FT-2, PHS (firm parking and loaning) and EFT at primary points.
    - If Transporter cannot satisfy all requests for park and loan services, or continue such services already scheduled, under this Rate Schedule, Transporter shall assign capacity, schedule and/or curtail services hereunder using the same priorities and methods as are provided for other interruptible service in Sections 5 and 10 of the General Terms and Conditions.
- 2.11 Except as described in Section 2.15 below, Shipper's Service Agreement under this Rate Schedule PHS shall designate the Maximum Aggregate Quantity ("MAQ") to be parked and/or loaned at any one time under the transaction and for firm parking and loaning service, the Maximum Daily Quantity ("MDQ") of activity on any Day under the transaction. For firm parking and loaning service, Transporter may, on a not unduly discriminatory basis, agree to differing levels in Shipper's Maximum Daily Quantity, Maximum Aggregate Quantity and other contract quantities for specified periods throughout the term of the Service Agreement. The differing levels and periods of Maximum Daily Quantity, Maximum Aggregate Quantity and other contract quantities

shall be specified in Shipper's Service Agreement which will not be considered one for Pre-arranged Service under Section 10.4 of the General Terms and Conditions. Additionally, Shipper's parking and loaning Service Agreement may contain any other information or limitations applicable to the transaction, e.g., periods of receipts and/or deliveries, term of transaction (including schedules for contemplated activity), point(s) and rate(s) applicable, information applicable to automatic service option, etc. Each borrowing and parking transaction shall be accounted for and tracked separately, even if occurring contemporaneously unless otherwise agreed in the Service Agreement. Shipper's nomination for parking and loaning activities must designate the applicable point(s), quantities applicable thereto, and Service Agreements, if applicable. When Shipper schedules removal of Gas in its parked account, if nominated to be transported or received into Pools on Transporter's system, Transporter may deem all such quantities as having been received at the point(s) at which the parked Gas entered Transporter's system and Shipper shall also specify the applicable points(s) at which the prior parking occurred. When Shipper desires to eliminate an Imbalance consisting of Oversupplies under a Service Agreement, if Transporter accepts and schedules any such nomination under this Rate Schedule, then such Gas may be deemed parked at the point(s) at which it initially entered Transporter's system.

- 2.12 If the receipt, return or removal of Gas in Shipper's parked or borrowed account, as applicable, is scheduled and adequate quantities are not tendered or taken at the applicable point(s), Transporter will not debit or credit such deficient quantities to the account(s).
- 2.13 For purposes of Section 5.7(c)(ii)(2)B. of the General Terms and Conditions, interruptible quantities transported under this Rate Schedule will be considered quantities transported under Rate Schedule IT.
- 2.14 A Shipper taking interruptible parking or loaning service may request the AutoPAL service option under which activity, including Imbalances, occurring at any time, or from time to time, under one or more of its other Service Agreements under other Rate Schedules will be deemed to be activity into its interruptible park account, or out of its interruptible loan account, under its Rate Schedule PHS Service Agreement without the need for a separate nomination. Election of this automatic option shall be designated on the Rate Schedule PHS Service Agreement together with applicable quantities, points, time periods and/or other operational parameters related to such automatic activity. The provision of this service option shall be subject to the priority described in Section 2.10(d) above and subject to suspension or other limitations as required during actions taken pursuant to Section 20 of the General Terms and Conditions.
- 2.15 A Shipper taking interruptible parking or loaning service may request the Nomination Balancing Service (NBS) option under which that Shipper will nominate interruptible parking and/or loaning transactions for purposes of eliminating discrepancies between its receipt and delivery nominations under its Service Agreement(s). Election of this

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option shall require a separate Rate Schedule PHS Service Agreement for each Shipper. No MAQ, maximum or minimum daily quantities will be specified in the Service Agreement, and daily park and loan quantities and points will be determined in the nomination, confirmation and scheduling process. The provision of service under the NBS option shall be subject to the priority described in Section 2.10(d) above and subject to suspension or other limitations as required during actions taken pursuant to Section 20 of the General Terms and Conditions.

## 3. RATES:

- 3.1 The rate charged for service hereunder shall consist of:
  - (a) Wheeling Rate: The currently effective applicable Wheeling Rate shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.
  - (b) Park and Loan Rates: The currently effective applicable Park and Loan Rates shown on Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.
  - (c) Excess Contract Quantities Rate: The currently effective Excess Contract Quantities Rate, as applicable, shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.
  - (d) Reservation Charge Adjustment Rate: The currently effective Reservation Charge Adjustment Rate, if applicable, shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.
- 3.2 (a) Fuel Use: Neither Fuel Use (including Line CP Fuel Use) nor Electric Power Costs retentions and charges shall apply to transactions under this Rate Schedule; provided, however, that wheeling transactions with Perryville Hub Receipt Points west of Transporter's Delhi Compressor or with the PTP (Receipt) and physical deliveries to Transporter's CGT PV (Core), SESH-FM-65 (Core), TENN 800 (Core), or Gulf Run Delhi (Core) Delivery Points shall be subject to the Delhi Fuel Use retentions. In such cases, Shipper shall provide and Transporter shall retain Delhi Fuel Use in-kind in the percentages and in the manner described in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.
  - (b) LUFG: Core Wheeling LUFG retentions and charges shall apply to all wheeling transactions under this Rate Schedule except for wheeling from the PTP (Receipt) to physical Perryville Hub Delivery Points. In such cases, Shipper shall provide and Transporter shall retain Core Wheeling LUFG in-kind in the percentages and in the manner described in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff. Core LUFG and/or Line CP LUFG, as applicable, retentions and charges shall

apply to redeliveries of parked Gas and all receipts of loaned Gas under this Rate Schedule, provided that no LUFG shall apply to parking and loaning services under this Rate Schedule PHS for transactions at a Pool. If applicable, Shipper shall provide and Transporter shall retain LUFG in-kind in the percentages and in the manner described in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.

#### 4. FLEXIBILITY OF RATES:

The applicable maximum (Base Rate plus other applicable charges) and minimum rates and charges for service under this Rate Schedule are specified in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff. Any discount from the maximum rate applicable to any service shall be in accordance with terms and conditions agreed to and as specified by Transporter. Said rates are subject to adjustment as provided in the General Terms and Conditions. From time to time, Transporter may post on its Internet Web Site generally applicable discounts for service under this Rate Schedule. In such case, Shipper will pay the rate posted at the time its nomination is received and its Service Agreement shall be deemed to be so amended. Additionally, as part of the discount arrangement for a parking or loaning transaction, the parties may agree to pay an advance fee to lock-in a discounted rate which would be applicable to a particular transaction and/or for a specified period or quantity.

## 5. MONTHLY BILL:

Filed: December 20, 2022

- 5.1 Calculation: The bill for a Service Month shall be the sum of:
  - (a) For Wheeling service:
    - (i) Firm Wheeling: The product of the Firm Wheeling Rate and each Dth of Contract Demand.
    - (ii) Overrun Rate: The product of the Overrun Rate and the total Dth of Gas delivered in excess of MDO under firm wheeling transactions, whether authorized or unauthorized; and
    - (iii) Interruptible Wheeling: The product of the Interruptible Wheeling Rate and the total Dth of Gas delivered under interruptible wheeling transactions during the Service Month, whether authorized or unauthorized; and
  - (b) For firm park and loan service:
    - (i) for each Service Agreement, the product of the Reservation Rate and each Dth of Maximum Aggregate Quantity, plus
    - (ii) for each account, the product of the Activity Rate and the total Dth of Gas initially loaned or parked, and/or returned or taken delivery of, on

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- each Day during the Service Month up to applicable Contract Limitations, plus,
- (iii) The product of the Overrun rate and the total Dth of Overrun Gas, whether authorized or unauthorized, initially loaned or parked, and/or returned or taken delivery of, on each Day during the Service Month.
- (c) For interruptible park and loan service:
  - for each account, the product of the Activity Rate and the total Dth of Gas initially loaned or parked, and/or returned or taken delivery of, on each Day, plus
  - (ii) the product of the Inventory Rate and the total Dth of parked or loaned Gas in each account at the end of each Day excluding the quantities subject to the Activity Rate on such Day, on a first-in, first-out basis (for parking) and a first-out, first-in basis (for loaning).

# 5.2 Adjustments.

(a) Excess Contract Quantities: Excess Contract Quantities under Rate Schedule PHS are those quantities that (i) exceed, during any given period, one hundred two percent (102%) of Contract Limitations or, for interruptible service, the quantity authorized by Transporter for such period (including, in the event of curtailment or when Transporter has invoked the provisions of Section 20 of the General Terms and Conditions, quantities that exceed one hundred two percent (102%) of the total quantity which Shipper is authorized to transport under such conditions); and (ii) are unauthorized. Excess Contract Quantities under Rate Schedule PHS are categorized by percentage of Shipper's Contract Limitations; or, for interruptible service, scheduled quantities; or other authorized amount, as follows:

greater than 102% but less than or equal to 105%; greater than 105% but less than or equal to 110%; and greater than 110%.

If a Shipper's total Excess Contract Quantities under Rate Schedule PHS are less than both 50 Dth and ten percent (10%) of its Contract Limitations or authorized quantity for the applicable period, Shipper shall not be assessed an Excess Contract Quantities charge; provided, however, that such exemption shall not be applicable in the event of curtailment or if Transporter has invoked the provisions of Section 20 of the General Terms and Conditions. For a Service Month in which Excess Contract Quantities are transported, Shipper shall be billed the sum of the products of (x) the Excess Contract Quantities within each of the above specified percentage ranges, multiplied by (y) the applicable Excess Contract Quantities Rate, as specified in Transporter's Statement of Effective

Rates and Charges for Transportation of Gas contained in this Tariff. In the event that Transporter has invoked the provisions of Section 20 of the General Terms and Conditions, the higher charges shown on Transporter's Statement of Effective Rates and Charges for Transportation of Gas for the Excess Contract Quantities will be assessed. If Transporter has not invoked the provisions of Section 20 of the General Terms and Conditions, it will not assess Excess Contract Quantities penalties until it has first given the affected Shipper(s) twenty-four (24) hours' notice, which notice shall be, in Transporter's sole discretion notwithstanding any other provisions contained in this Tariff, via facsimile, telephone (including a message via voice mail or other messaging) or e-mail, or otherwise during the scheduling process via the Internet. Transporter may waive all or part of any such charges.

- (b) Failure to Return Loaned Quantities: In accordance with the provisions of Section 2.8(a) above, if Shipper fails to return loaned quantities when required to do so under this Rate Schedule, Shipper shall be billed an amount determined by multiplying the quantities which Shipper failed to return by the higher of the Return Deficiency Charge for the Month of the loan, or the Month in which return was required.
- (c) Monthly Imbalances: In the event that Shipper has Monthly Imbalances, Shipper shall be billed as described in Section 5.7 of the General Terms and Conditions.

## 5.3 Overrun Gas

- (a) Authorized Overrun: Shipper may nominate, in accordance with Section 5 of the General Terms and Conditions, quantities of Gas for any given time period during the Service Month in excess of Contract Limitations. Notification that Overrun Gas quantities will not be scheduled or will be reduced may be communicated via Transporter's Internet Web Site or otherwise during the scheduling process. Transporter may render the requested service on an interruptible basis, subject to the terms of Rate Schedule PHS for interruptible parking and loaning, if Transporter determines that it can do so without adverse effect on its operations or its ability to meet all its other obligations, and such quantities shall be considered authorized Overrun Gas under this Rate Schedule.
- (b) Unauthorized Activities: All quantities transported for Shipper's account which exceed the amount Shipper is authorized to transport at any given time, other than Overrun Gas authorized as described in Section 5.3(a) above, shall be considered unauthorized.

# 5.4 Other Charges.

A bill for a Service Month may also include amounts attributable to filing and other fees, penalties and charges provided by this Tariff.

# 6. GENERAL TERMS AND CONDITIONS:

All of the General Terms and Conditions of this Tariff, except to the extent otherwise specified, including from and after the effective date any future modifications, additions or deletions to said General Terms and Conditions, shall be applicable to transportation service rendered under this Rate Schedule and, by this reference, are made a part hereof.

Filed: December 20, 2022

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Effective: December 16, 2022

#### **GENERAL TERMS AND CONDITIONS**

#### 1. DEFINITIONS AND INTERPRETIVE MATTERS:

#### 1.1 Definitions.

The following terms when used with initial capital letters in this Tariff or in any Service Agreement shall, unless the context otherwise specifically requires, have the meaning ascribed to each as follows:

Accelerated Consumption Election or "ACE" shall mean the minimum number of hours over which a Shipper under Rate Schedule EFT can request that its daily deliveries at a Primary Delivery Point, subject to its MDO and MHDO at such point, be tendered by Transporter under Shipper's Rate Schedule EFT Service Agreement.

Accrual Period. See Section 5.7.

Additional Individual Receipt Points. See Section 5.1.

<u>Alternate Fuel Retentions</u> shall mean, individually or collectively, as applicable, Line CP Fuel Use, Line CP LUFG, Line J Backhaul Use, Line J Backhaul LUFG, Sligo Lease Fuel Use, Sligo Lease LUFG, Red Moon Incremental Compression Fuel Use, or such other alternate fuel and/or LUFG retentions as may be provided for under this Tariff.

Base Period. See Section 27.2

<u>British Thermal Unit or Btu</u> shall mean the amount of heat required to raise the temperature of one avoirdupois pound of pure water from 58.5 degrees Fahrenheit to 59.5 degrees Fahrenheit at a constant pressure of 14.73 pounds per square inch absolute (psia).

<u>Business Day</u> shall mean Monday through Friday excluding Federal Banking Holidays for transactions in the U.S., and similar holidays for transactions occurring in Canada and Mexico.

Buyer. See Rate Schedule USS.

<u>Capacity Reserved</u>. The maximum firm entitlement under a Rate Schedule PS Service Agreement for firm Pool Transfers.

Carryover Costs. See Section 23.7.

Cash Balancing Revenue Credit. See Section 5.7(c)(ii)(2)B.

Cash-Out Crediting Revenues. See Section 5.7(c)(ii)(2)(B).

Cash-Out Excess Revenues. See Section 5.7 (c) (ii) (2) (B).

<u>Central Clock Time or CCT</u> shall mean central standard time except when daylight savings time is in effect, when it shall mean one hour prior to central standard time.

Cash-Out Remaining Costs. See Section 5.7(c)(ii)(2)(B).

<u>Compressor Fuel</u> shall mean, until May 1, 2002, Gas consumed by compressors and other Gas handling equipment, company use Gas, and Gas lost or otherwise unaccounted for. After May 1, 2002, references in this Tariff and in existing Service Agreements to Compressor Fuel shall mean Fuel Use and LUFG, as defined below.

Confirmation by Exception. See NAESB Standard 1.2.11.

Confirmation Requester. See NAESB Standard 1.2.8.

Confirming Parties. See NAESB Standard 1.2.10.

Confirming Party. See NAESB Standard 1.2.9.

Contract Delivery Demand. See Section 4 of Rate Schedule NNTS.

<u>Contract Demand or CD</u> shall mean the maximum Dth or quantity of Gas that Transporter shall be obligated to transport on a firm basis on any given Day, as applicable, under a Service Agreement on behalf of Shipper, except as may be specified otherwise in this Tariff. Shipper's Contract Demand shall not exceed the sum of total MDO's, the sum of total MRO's or the sum of total Receipt Entitlements.

<u>Contract Limitations</u> shall mean, individually or collectively, as applicable, Maximum Receipt Obligation, Secondary Maximum Receipt Quantity, Maximum Hourly Delivery Obligation, Maximum Delivery Obligation, Secondary Maximum Delivery Quantity, Receipt Entitlement, Maximum Storage Quantity, Maximum Daily Injection Quantity, Maximum Daily Withdrawal Quantity, Maximum Seasonal Withdrawal Quantity, Maximum Aggregate Quantity, Maximum Daily Quantity and Contract Demand.

Contract Pressure Base means Gas at 14.73 psia.

Core System shall mean all transmission and storage facilities, except Line CP.

Core Wheeling LUFG. See Section 27.2.

<u>Cubic Foot</u> shall mean the volume of Gas that occupies one cubic foot when said Gas is at a temperature of sixty degrees (60°) Fahrenheit and at a pressure of 14.73 psia.

<u>Daily Imbalance</u> shall mean the Imbalance existing at the conclusion of any Day under a Service Agreement.

<u>Daily Index Price</u> shall mean the applicable midpoint price quoted for deliveries to Transporter in the Daily Price Surveys published by Gas Daily for the applicable Day of Gas flow and for the Pooling Area or geographic area which most closely approximates the applicable Pooling Area (if spot prices are quoted for Transporter's Pooling Areas or other

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geographic designations) in which a particular Imbalance is incurred. If such surveys are no longer published, Transporter will determine an acceptable substitute source for the Daily Index Price, which it will post on its Internet Web Site. Transporter will post on its Internet Web Site, and update from time to time, for each Pooling Area, the Gas Daily geographic designation which will be used for such Pooling Area.

Daily Linked Firm Service Penalty Revenues. See Section 31.2.

Daily Linked Firm Service Penalty Revenue Credit. See Section 31.2.

<u>Day</u> shall mean a period of twenty-four (24) consecutive hours beginning at 9:00 a.m. Central Clock Time, or such other time mutually acceptable to Transporter and Shipper.

<u>Dekatherm or Dth</u> shall mean the quantity of heat energy which is equivalent to one (1) MMBtu. One Dekatherm of Gas shall mean the quantity of Gas which contains one dekatherm of heat energy.

Delhi Fuel Use. See Section 27.2.

<u>Delhi Fuel Use</u> and <u>LUFG</u> shall mean Delhi Fuel Use (as defined above) and Core Wheeling LUFG (as defined in Section 27.2).

Demand Determinant. See Section 5.1(a) of Rate Schedule EFT.

<u>Elapsed Prorata Capacity</u> shall mean that portion of released capacity which is recalled intraday that theoretically would have been available for use prior to the effective time of the intraday recall based upon a cumulative uniform hourly use of the capacity.

Evening Nomination Cycle. See Sections 5.2(a)(i)(1) and 5.5(a) (i) (1)

Excess Interruptible Revenues. See Section 23.7.

Excess ISS Revenues. See Section 23.6.

Excess IT Revenues. See Section 23.2(b)(iv).

<u>FERC or Commission</u> shall mean the Federal Energy Regulatory Commission or any agency or other governmental body or bodies succeeding to, lawfully exercising or superseding any powers which are exercisable by the Federal Energy Regulatory Commission.

FT Cash Balancing Revenue Credit. See Section 5.7.

FT Credit Account. See Section 5.7.

FT Excess Revenue Share. See Section 23.2.

Force Majeure Event. See Section 18.1.

Fuel Percentages. See Section 27.2.

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<u>Fuel Use</u> shall mean Gas consumed by compressors and other Gas handling equipment and company use Gas.

<u>Fuel Use and LUFG</u> shall mean Gas consumed by compressors and other Gas handling equipment, company use Gas and Gas lost or otherwise unaccounted for.

<u>Gas</u> shall mean either natural gas unmixed or any mixture of natural and artificial gas, or propane-air.

<u>Gas Cost</u> shall mean the Daily Index Price applicable to the location, as determined by Transporter, for the Day of the incurrence of the applicable charge.

Gas Supply Realignment Costs or GSR Costs. See Section 23.2.

Gas Trading Period. See Section 5.7(c)(ii)(4).

Gas Trading Program. See Section 5.7(c)(ii)(4).

Gross Heating Value shall mean the number of British Thermal Units produced by the combustion at constant pressure of the amount of dry Gas which would occupy a volume of one cubic foot at a temperature of sixty degrees (60) Fahrenheit and under an absolute pressure of 14.73 pounds per square inch with air of the same temperature and pressure as the Gas, when the products of combustion are cooled to the initial temperature of Gas and air, and when the water formed by combustion is condensed to the liquid state.

GSR Index Price. See Section 23.2(a).

<u>Hour</u> shall mean a period of sixty consecutive minutes beginning at the top of the hour, e.g., 9:00, or such other time mutually acceptable to Transporter and Shipper.

<u>Imbalance</u> shall mean the difference in the Dth or quantity of Gas which Shipper receives at the Point(s) of Delivery and the Dth or quantity of Gas which Transporter receives for the account of Shipper at the Point(s) of Receipt (exclusive of the quantity received as Storage Fuel Use and LUFG, if any, and Fuel Use and LUFG) at any time or during any given period under a Service Agreement.

<u>Index Price</u> shall mean the highest arithmetic average of Daily Index Prices for a week or month for a given Month, for gas delivered at the applicable point or for the Pooling Area or geographic area which most closely approximates the applicable point or Pooling Area (if spot prices are quoted for Transporter's Pooling Areas or other geographic designations) in which the applicable activity occurred.

Injection Period. See Section 7 of Rate Schedule FSS.

Internet Web Site. See Section 22.

Interruptible Maximum Daily Injection Quantity. See Section 6 of Rate Schedule ISS.

Interruptible Maximum Daily Withdrawal Quantity. See Section 6 of Rate Schedule ISS.

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Interruptible Maximum Storage Quantity. See Section 6 of Rate Schedule ISS.

Interruptible Working Gas Quantity. See Section 6 of Rate Schedule ISS.

Intraday 1 Nomination Cycle. See Sections 5.2(a)(i)(3) and 5.5(a)(i)(3).

Intraday 2 Nomination Cycle. See Sections 5.2(a)(i)(4) and 5.5(a)(i)(4).

Intraday 3 Nomination Cycle. See Sections 5.2(a)(i)(5) and 5.5(a)(i)(5).

<u>Intraday Nomination</u> shall mean a prospective nomination submitted after the deadline for the Timely Nomination Cycle. An Intraday Nomination is effective no earlier than the beginning of the Day, and must end at the end of the Day for which the nomination is submitted. Intraday Nominations do not replace the remainder of a standing nomination. There is no need to re-nominate if Intraday Nomination modifies existing nomination.

<u>Interim Service</u>. See Section 10.4(c).

IT Cash Balancing Revenue Credit. See Section 5.7.

IT Credit Account. See Section 5.7.

IT Crediting Revenues. See Section 23.2(b)(iv).

IT Revenue Credit. Section 23.5.

<u>Line CP</u> shall mean the capacity Transporter acquires from Gulf Run Transmission, LLC on Gulf Run Transmission, LLC's 42-inch diameter pipeline extending from the Carthage hub area in east Texas to Transporter's Perryville Hub in northeast Louisiana and Transporter's Line CP-3.

<u>Line CP Fuel Use</u> shall mean the applicable rate for fuel use on Line CP as set forth in Transporter's Currently Effective Rates.

Line CP Fuel Use and LUFG shall mean Line CP Fuel Use and Line CP LUFG.

<u>Line CP LUFG</u> shall mean the applicable rate for LUFG on Line CP as set forth in Transporter's Currently Effective Rates.

<u>Line CP Pooling Area</u> shall mean an area containing Line CP and all Receipt Points into Line CP.

<u>Line J Backhaul</u> shall mean a transaction involving volumes received at receipt points on Line J between the Searcy and White River interconnects and delivered by displacement backhaul to Texas Gas at the Searcy Interconnection.

<u>Line J Backhaul Fuel Use</u> shall mean Gas consumed by compressors, other gas handling equipment and company use gas at the Searcy Compressor Station.

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<u>Line J Backhaul LUFG</u> shall mean Gas lost or otherwise unaccounted for associated with volumes received into Line J between the Searcy Interconnection and the White River Interconnection and the volumes delivered to Texas Gas at the Searcy Interconnection.

Linked Firm Service. See Section 10.5.

Long-Term Firm Agreement. See Section 21.

LUFG shall mean Gas lost or otherwise unaccounted for.

Maximum Contract Quantity or MCQ shall mean the maximum Dth or quantity of Gas which Transporter shall agree to tender for delivery under a Service Agreement on an interruptible basis on any given Day on behalf of Shipper, to the extent such quantity is nominated by Shipper or for Shipper's account and scheduled or otherwise authorized by Transporter.

Maximum Daily Injection Quantity. See Section 7 of Rate Schedule FSS.

Maximum Daily Withdrawal Quantity. See Section 7 of Rate Schedule FSS.

Maximum Deliverability Quantity. See Section 7 of Rate Schedule FSS.

<u>Maximum Delivery Obligation or MDO</u> shall mean the maximum Dth or quantity of Gas which Transporter is obligated to tender for delivery to Shipper on any given Day, as applicable, at a Point of Delivery or group of Points of Delivery, under a Service Agreement on a firm basis, except as specified otherwise in this Tariff.

Maximum Hourly Delivery Obligation or MHDO. See Section 2.4 of Rate Schedule EFT.

Maximum Hourly Quantity or MHQ. See Section 2.5 of Rate Schedule EFT.

Maximum Injection Quantity. See Section 7 of Rate Schedule FSS.

Maximum Monthly Injection Quantity. See Section 7 of Rate Schedule FSS.

Minimum Flow Obligation or MFO. See Section 2 of Rate Schedule FT-2.

Maximum Monthly Withdrawal Quantity. See Section 7 of Rate Schedule FSS.

Maximum Receipt Obligation or MRO shall mean the maximum Dth or quantity of Gas, exclusive of quantities provided as Storage Fuel Use and LUFG, if any, and Fuel Use and LUFG, which Transporter is obligated to receive from a Shipper on any given Day, as applicable, at any Point of Receipt under a Service Agreement on a firm basis, when applicable, except as specified otherwise in this Tariff.

Maximum Storage Capacity. See Section 4 of Rate Schedule NNTS.

<u>Maximum Storage Quantity</u>. See Section 7 of Rate Schedule FSS.

Mcf shall mean 1,000 cubic feet of Gas.

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Minimum Daily Injection Quantity. See Section 7 of Rate Schedule FSS.

Minimum Monthly Injection Quantity. See Section 7 of Rate Schedule FSS.

Minimum Monthly Withdrawal Quantity. See Section 7 of Rate Schedule FSS.

MMBtu shall mean the quantity of heat energy equivalent to 1,000,000 Btu.

<u>Month</u> shall mean the period beginning 9:00 a.m. Central Clock Time (or other mutually acceptable time) on the first Day of the calendar month and ending at the same hour on the first Day of the next succeeding calendar month.

<u>Monthly Imbalance</u> shall mean the Imbalance existing at the conclusion of any Service Month under a Service Agreement.

<u>NAESB Standards</u> shall mean those standards relating to business practices and electronic communications promulgated by the Wholesale Gas Quadrant of the North American Energy Standards Board ("NAESB"), as adopted and codified by the Commission in its regulations.

Negotiation Period. See Section 21.8.

Net Imbalance Quantity. See Section 5.7(c)(ii).

Net Oversupplies Quantity. See Section 5.7(c)(ii).

Net Undersupplies Quantity. See Section 5.7(c)(ii).

<u>Neutral Pooling Area</u> shall mean an area containing all Receipt Points on Transporter's transmission mainlines, and lines connected thereto, located in Pittsburg, Latimer, Haskell, and Pushmataha Counties in Oklahoma.

Non-Force Majeure Event. See Section 18.1.

<u>North Pooling Area</u> shall mean an area containing all Receipt Points on Transporter's transmission mainlines, and lines connected thereto, located at points east of the eastern terminus of the Neutral Pooling Area and north of Line AC.

Operating Plan. See Section 20.

Operating Range shall mean the authorized percentage variance of two percent (2%) between the total Dth or quantity of Gas delivered by Shipper at the Point(s) of Receipt, less the sum of Storage Fuel Use and LUFG, if any, and Fuel Use and LUFG, and the total Dth or quantity of Gas received by Shipper at the Point(s) of Delivery at any given time under a Service Agreement.

Operational Alerts. See Section 20.

<u>Operational Flow Orders or OFOs</u>. See Section 20. An Operational Flow Order is an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe

operations or system integrity of Transporter's system, or to maintain operations required to provide efficient and reliable firm service. Whenever Transporter experiences these conditions any pertinent order should be referred to as an Operational Flow Order.

<u>Operator</u> shall mean the person or entity that is responsible for operating facilities immediately upstream of Transporter's system.

<u>Oversupplies</u> shall mean an Imbalance existing at any given time consisting of an excess in the quantities which Shipper provided to Transporter at Receipt Points, including Storage Points of Withdrawal, over the quantities received by Shipper at Point(s) of Delivery.

Overrun Gas. See Section 5.3 of Rate Schedules FT, EFT and IT.

Penalty Base Period. See Section 31.2.

<u>Perryville Hub Points of Delivery, or Perryville Hub Delivery Points</u> shall consist of the following points:

<u>Delivery Point Name</u>	<u>Location</u>	Meter No.
TENN 100 (Core)	Ouachita Parish, LA	3087
TETCO West Monroe (Core)	Ouachita Parish, LA	801642
TGT PV (Core)	Ouachita Parish, LA	801532
TGC Rich (Core)	Richland Parish, LA	801535
GSPL W Monroe (Core)	Ouachita Parish, LA	801537
MRT PV (Core)	Ouachita Parish, LA	802337
ANR PV (Core)	Ouachita Parish, LA	802401
ANR Delhi (Core)	Richland Parish, LA	801501
CGT PV (Core)	Richland Parish, LA	805092
TENN 800 (Core)	Franklin Parish, LA	3086
Atmos Sterlington (Core)	Ouachita Parish, LA	801632
Midla(Core)	Ouachita Parish, LA	206130
SONAT PV (Core)	Ouachita Parish, LA	805094
SESH FM-65 (Core)	Richland Parish, LA	898401
Gulf Run Delhi (Core)	Richland Parish, LA	291856
PTP Delivery		808739

and such other points located on the facilities comprising the Perryville Hub as Transporter may determine and post on its Internet Web Site from time to time; provided, however, that if a new point would require a modification to Section 3.2 of Rate Schedule PHS, Transporter shall make a Tariff filing to add such point to the Perryville Hub Points of Delivery.

<u>Perryville Hub Points of Receipt, or Perryville Hub Receipt Points</u> shall consist of the following points:

Receipt Point Name	<u>Location</u>	Meter No.
CGT PV(Core)	Richland Parish, LA	12057
TENN 100 (Core)	Ouachita Parish, LA	12059
TENN 800 (Core)	Franklin Parish, LA	12062
TETCO W Monroe (Core)	Ouachita Parish, LA	805225
TGT PV (Core)	Ouachita Parish, LA	12143
TGC Rich (Core)	Richland Parish, LA	801634
GSPL W Monroe (Core)	Ouachita Parish, LA	803788
MRT PV (Core)	Ouachita Parish, LA	801518
ANR PV (Core)	Ouachita Parish, LA	802272
ANR Delhi (Core)	Richland Parish, LA	802403
Midla(Core)	Ouachita Parish, LA	13161
SESH FM-65 (Core)	Richland Parish, LA	898403
SONAT PV (Core)	Ouachita Parish, LA	803360
Gulf Run Delhi (Core)	Richland Parish, LA	808575
PTP Receipt		808738

and such other points located on the facilities comprising the Perryville Hub as Transporter may determine and post on its Internet Web Site from time to time; provided, however, that if a new point would require a modification to Section 3.2 of Rate Schedule PHS, Transporter shall make a Tariff filing to add such point to the Perryville Hub Points of Receipt.

<u>Perryville Hub Trading Point or PTP</u> shall mean the paper or logical point deemed to be located in the Perryville Hub in the South Pooling Area which Shippers may use as a receipt or delivery point under wheeling transactions among any or all of the Perryville Hub Receipt or Delivery Points as provided in the Tariff and/or to or from any Delivery or Receipt Points in connection with firm or interruptible transportation services.

<u>Point(s)</u> of <u>Delivery or Delivery Point(s)</u> shall mean the point(s) specified in a Service Agreement at which Shipper may request Transporter to tender for delivery Gas for its account including, but not limited to, Storage Points of Injection and, under Rate Schedule PS subject to applicable limitations, Pools.

<u>Point(s)</u> of <u>Receipt or Receipt Point(s)</u> shall mean the point(s) (e.g., wellhead, central point in the field, Storage Points of Withdrawal, pipeline interconnections, or, subject to applicable limitations, Pools) specified in a Service Agreement where Shipper shall tender Gas for service.

<u>Pool or Pooling</u> shall mean an aggregation of Gas quantities from Points of Receipt on Transporter's system in accordance with Rate Schedule PS.

<u>Pooling Area</u> shall mean an area containing a group of Receipt Points located in a defined portion of Transporter's system in which Pools may be established, and in which a Shipper may have a Receipt Entitlement or nominate receipts. The Pooling Areas established on Transporter's system are shown on the map provided in this Tariff and are listed as follows: West 1 Pooling Area, West 2 Pooling Area, Neutral Pooling Area, North Pooling Area, South Pooling Area and Line CP Pooling Area.

<u>Pool Manager</u> shall mean any Shipper that utilizes the pooling and supply aggregation service described in Rate Schedule PS hereof under a valid Service Agreement.

<u>Pool Transfer</u> shall mean the daily delivery allocation of a quantity of Gas out of one Pool into another. A Pool Transfer shall be made on a prospective basis pursuant to valid advance nominations and shall constitute a delivery on Transporter's system for Imbalance purposes.

<u>Pre-arranged Service</u>. See Section 10.4(c).

<u>Predetermined Allocation Agreement</u>. See Section 5.2.

Price Differential GSR Costs. See Section 23.2.

Primary Firm Service. See Section 18.1.

Primary Path. See Section 30.

Primary Path Segment. See Section 30.

Primary Point(s) of Delivery or Primary Delivery Point(s). See Section 5.4.

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Primary Point(s) or Receipt or Primary Receipt Points. See Section 5.1.

PTP Title Transfer Tracking Agreement. See Section 5.3(b)(ii).

Qualifying PHMSA Outage. See Section 18.1.

<u>Quick Response</u> shall mean an electronic message provided by Transporter to advise Shipper of whether its electronic nomination met Transporter's requirements and was correctly communicated, or to advise Shipper of errors in its nomination.

Rate <u>Default</u> shall mean the non-biddable rate specified in a capacity release offer for an indexed-based release to be used for invoicing purposes when the result of the index-based formula is unavailable or cannot be computed; if a Rate Default is not otherwise specified, the Rate Floor should serve as the Rate Default. The Rate Default shall not be less than the Rate Floor, if any.

<u>Rate Floor</u> shall mean the lowest rate specified in the index-based capacity release offer in dollars and cents that is acceptable to the releasing Shipper. The Rate Floor shall not be less than Transporter's minimum reservation or demand component or zero cents when no minimum is applicable.

<u>Receipt Entitlement</u> shall mean the maximum Dth or quantity of Gas, exclusive of quantities provided as Storage Fuel Use and LUFG, if any, and Fuel Use and LUFG, that Transporter, subject to the provisions of, or as specified otherwise in, this Tariff, shall be obligated to receive from a Shipper on any given Day or in any Hour, as applicable, within a Pooling Area under a Service Agreement on a firm basis.

Recovery Period. See Section 27.2.

Reduction Event. See Section 18.1.

Remaining Interruptible Revenues. See Section 23.7.

Remaining ISS Costs. See Section 23.6.

Remaining IT Costs. See Section 23.2(b)(iv).

Return Deficiency Charge shall mean one hundred fifty percent (150%) of the highest average weekly or monthly price for a given Month as published, or calculated using published listings of prices, in Gas Daily for Gas delivered at the point or geographic location which most closely approximates such point at which the gas was to be returned. If there is no such price published, the Return Deficiency Charge for the applicable Month shall be one hundred fifty percent (150%) of the Index Price for the Pooling Area in which the gas was to be returned.

Sales Agreement. See Rate Schedule USS.

Secondary Maximum Delivery Quantity or Secondary MDQ. See Section 5.4.

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Secondary Maximum Receipt Quantity or Secondary MRQ. See Section 5.1.

Secondary Point(s) of Delivery. See Section 5.4.

Secondary Points of Receipt. See Section 5.1.

Segment Delivery Point. See Section 30.

Segment Receipt Point. See Section 30.

Seller. See Rate Schedule USS.

<u>Service Agreement</u> shall mean the agreement, including any amendments, attachments and/or exhibits thereto between Shipper and Transporter, pursuant to which Shipper receives Transportation service.

<u>Service Month</u> shall mean all or any part of a Month during which Shipper receives service under a Service Agreement.

<u>Shipper</u> shall mean the party, acting either directly or through an agent or designee, for whose account service is provided by Transporter under this Tariff.

Shipper Penalty Revenue Credit. See Section 31.2.

<u>Short-Term Firm Capacity</u>. See Section 1.2 of Rate Schedule FT.

<u>Short-Term Firm Revenues</u>. See Section 23.2(b)(iv).

<u>South Pooling Area</u> shall mean an area containing all Receipt Points on Transporter's transmission mainlines, and lines connected thereto located east of the eastern terminus of the Neutral Pooling Area and south of, and including, Line AC, with the exception of the area defined as the Line CP Pooling Area.

<u>Small Customer</u>. For purposes of Rate Schedule USS, see Section 4 thereof. For purposes of Rate Schedule FT, see Section 3.2 thereof. For purposes of Rate Schedule NNTS, see Section 5.2 thereof.

Storage Contract Year. See Section 7 of Rate Schedule FSS.

<u>Storage Fuel</u> shall mean, until May 1, 2002, Gas consumed by compressors and other Gas handling equipment, company use Gas, and Gas lost or otherwise unaccounted for, related to the provision of storage services and the use of storage facilities on Transporter's system. After May 1, 2002, references in this Tariff and in existing Service Agreements to Storage Fuel shall mean Storage Fuel Use and LUFG, as defined below.

<u>Storage Fuel Use</u> shall mean Gas consumed by compressors and other Gas handling equipment, and company use Gas related to the provision of storage services and the use of storage facilities on Transporter's system.

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<u>Storage Fuel Use and LUFG</u> shall mean Storage Fuel Use (as defined above) and Storage LUFG (as defined below).

<u>Storage LUFG</u> shall mean Gas lost or otherwise unaccounted for related to the provision of storage services and the use of storage facilities on Transporter's system.

Storage Overrun Service. See Section 5.3 of Rate Schedules FSS and ISS.

Storage Points of Injection. See Section 7 of Rate Schedule FSS.

Storage Points of Withdrawal. See Section 7 of Rate Schedule FSS.

Swing Ratio or SR. See Section 2.5 of Rate Schedule EFT.

Summer Period shall mean the period from April 1 through October 31 in a calendar Year.

<u>Tariff</u> shall mean Transporter's FERC Gas Tariff, as on file and in effect from time to time.

<u>Third Party Account Administrator or 3PAD</u> shall mean a Title Transfer Tracking Service Provider other than Transporter.

<u>Timely Nomination Cycle</u>. See Sections 5.2(a)(i)(1) and 5.5(a)(i)(1).

<u>Title</u> shall be, unless otherwise provided in this Tariff or a contract, the term used to identify the ownership of the Gas.

Title Transfer shall mean the change of title to Gas between parties at a location.

<u>Title Transfer Party or TTP</u> shall mean a party to a PTP Title Transfer Tracking Agreement as provided in Section 5.3(b)(ii).

<u>Title Transfer Tracking or TTT</u> shall mean the process of accounting for the progression of title changes from party to party that does not effect a physical transfer of the gas.

Title Transfer Tracking Service Provider is a party conducting Title Transfer Tracking activity.

<u>Total Linked Firm Service Penalty Revenue Credit</u>. See Section 31.2.

Total Penalty Revenues. See Section 31.2.

<u>Transmission System</u> shall mean those certain facilities that are classified on the books of Transporter (or its transporter, if applicable) as transmission plant under the Uniform System of Accounts of the Commission's regulations under the Natural Gas Act and minor gathering facilities that are located immediately upstream of such facilities.

<u>Transportation</u> shall mean the transmission, pooling (supply aggregation), balancing, exchange, storage, Pool Transfer, wheeling, parking, loaning or displacement of Gas by Transporter.

<u>Transporter</u> shall mean Enable Gas Transmission, LLC.

Transporter's Reticulated System. See Section 30.

Unauthorized Gas. See Section 5.8.

<u>Undersupplies</u> shall mean an Imbalance existing at any given time consisting of an excess in the quantities received by Shipper at Point(s) of Delivery over the quantities Shipper provided to Transporter at Point(s) of Receipt.

<u>West 1 Pooling Area</u> shall mean an area containing all Receipt Points on Transporter's transmission mainlines, and lines connected thereto, located at points west of the input (suction) side of the Amber Junction compressor station.

<u>West 2 Pooling Area</u> shall mean an area containing all Receipt Points on Transporter's transmission mainlines, and lines connected thereto, located at points east of the input (suction) side of the Amber Junction compressor station and west of the western terminus of the Neutral Pooling area.

<u>Winter Period</u> shall mean the period beginning November 1 in a calendar Year and continuing through March 31 of the following calendar Year.

Withdrawal Period. See Section 7 of Rate Schedule FSS.

Working Gas Quantity. See Section 7 of Rate Schedule FSS.

<u>Year</u> shall mean a period of three hundred sixty-five (365) consecutive Days, or three hundred sixty-six (366) consecutive Days during any year having a date of February 29, commencing at 9:00 a.m. Central Clock Time (or other mutually acceptable time) and ending at the same hour on the same date of the following calendar year.

#### 1.2 Interpretive Matters.

- (a) All references to time herein shall be to Central Clock Time.
- (b) Unless otherwise specifically indicated, any reference to Shipper shall include any agent or designee thereof.
- (c) Unless otherwise indicated, the use in this Tariff of the non-capitalized term
  "transportation" shall not include those contract storage services rendered
  pursuant to Rate Schedules FSS and ISS of this Tariff. Unless otherwise specifically
  indicated, non-capitalized references to the words "transport," "transports" and
  "transported" shall include the receipt, transportation and tendering for delivery of
  Gas.
- (d) References to Point(s) of Delivery throughout this Tariff shall be deemed to include Primary and Secondary Delivery Points, as appropriate. References to Primary Delivery Point(s), unless otherwise specified, shall include Point(s) of Delivery under Rate Schedule NNTS, and where appropriate, references to Contract Demand shall include Contract Delivery Demand.

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- (e) The descriptive headings of the sections of this Tariff are included for convenient reference only and shall not be deemed to affect the interpretation or construction of such sections.
- Unless otherwise indicated and where appropriate, references to Fuel Use and LUFG throughout this Tariff shall be deemed to include Storage Fuel Use and LUFG, Delhi Fuel Use, Core Wheeling LUFG, retentions provided for in Section 27.6 of these General Terms and Conditions, and Alternate Fuel Retentions, as and where applicable. After May 1, 2002, references in existing Service Agreements to Compressor Fuel, Storage Fuel and Delhi Compressor Fuel shall mean Fuel Use and LUFG; Storage Fuel Use and LUFG; and Delhi Fuel Use and Core Wheeling LUFG, respectively, as such terms are defined herein. After December 1, 2002, references in existing Service Agreements to Delhi Compressor Fuel shall mean Delhi Fuel Use and/or Core Wheeling LUFG, as applicable, as such terms are defined herein.
- (g) References to "MMBtu" in this Tariff shall be deemed references to Dekatherms (Dth).
- (h) References to Day or daily throughout this Tariff shall be deemed to include any given period of time as may be applicable, e.g., Hour, Intraday periods.
- (i) References to "facsimile" in this Tariff shall be deemed to include other forms of electronic transmission acceptable to Transporter, unless specified otherwise.

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#### **GENERAL TERMS AND CONDITIONS**

#### 27. FUEL PERCENTAGES.

- 27.1 General. Transporter's Fuel Percentages shall be revised prospectively to reflect overcollections and undercollections of Gas consumed by compressors and other Gas handling equipment, company use Gas, and Gas lost or otherwise unaccounted for, in accordance with this section.
- 27.2 Definitions. The definitions of terms applicable to this section are as follows:

<u>Base Period</u> shall mean, for the April 1 filing, the twelve Months ended the previous December 31, and for the October 1 filing, the twelve Months ended the previous June 30.

<u>Delhi Fuel Use</u> shall mean Gas consumed by Transporter's Delhi Compressor located at the interconnection of Lines FM-56 and FM-63 in Richland Parish, Louisiana.

<u>Core Wheeling LUFG</u> shall mean Gas lost or otherwise unaccounted for related to the provision of wheeling services under Rate Schedule PHS.

<u>Fuel Percentages</u> shall mean the Fuel Use (excluding Alternate Fuel Retentions), LUFG (excluding Alternate Fuel Retentions), Delhi Fuel Use, Core Wheeling LUFG, Storage Fuel Use and/or Storage LUFG percentages applicable to Transporter's Rate Schedules.

<u>Recovery Period</u> shall mean the period during which the revised Fuel Percentages will be in effect.

- 27.3 Filing of Revised Fuel Percentages. Transporter shall file with the Commission, on or before April 1 and October 1 of each Year, a schedule of Fuel Percentages, as determined in accordance with Sections 27.4 and 27.5 hereof, to be effective for the Recovery Period beginning May 1 or November 1 of each Year, respectively, together with supporting documentation.
- 27.4 For each Rate Schedule, the revised Fuel Percentages shall be calculated as follows: (a) The revised Fuel Use and Storage Fuel Use percentages shall be calculated on the basis of the difference between (i) the actual Fuel Use or Storage Fuel Use usage during the Base Period and (ii) the amount of Fuel Use (plus the amount of Delhi Fuel Use for Rate Schedule PHS wheeling transactions retained in-kind by Transporter during the Base Period) or Storage Fuel Use retained in-kind by Transporter during the Base Period. The difference shall be added to or subtracted from, as appropriate, the actual Fuel Use or Storage Fuel Use usage during the Base Period, and the total, expressed as a percentage of the estimated applicable throughput for the Recovery Period (excluding throughput through Delhi Compressor under the wheeling option of Rate Schedule PHS and quantities delivered under transactions described in Section 27.6 below), shall be the Fuel Use percentage or the Storage Fuel Use percentage, as applicable, to be in effect during the Recovery Period;

and (b) The revised LUFG and Storage LUFG percentages shall be calculated on the basis of the difference between (i) the actual LUFG or Storage LUFG during the Base Period and (ii) the amount of LUFG (plus the amount of Core Wheeling LUFG for Rate Schedule PHS wheeling transactions retained in-kind by Transporter during the Base Period) or Storage LUFG retained in-kind by Transporter during the Base Period. The difference shall be added to or subtracted from, as appropriate, the actual LUFG or Storage LUFG during the Base Period, and the total, expressed as a percentage of the estimated applicable throughput for the Recovery Period (excluding quantities delivered under wheeling transactions pursuant to Rate Schedule PHS), shall be the LUFG percentage or the Storage LUFG percentage, as applicable, to be in effect during the Recovery Period. Throughput associated with Line CP, Line J Backhauls, and Alternate Fuel Retentions shall be excluded from the above-described calculations.

- 27.5 (a) The Delhi Fuel Use percentage will be calculated on the basis of the actual Delhi Fuel Use usage during the Base Period expressed as a percentage of estimated applicable throughput through the Delhi Compressor for the Recovery Period. The resulting percentage shall be the Delhi Fuel Use percentage to be in effect during the Recovery Period.
  - (b) The Core Wheeling LUFG percentage will be the actual Perryville Hub LUFG during the Base Period expressed as a percentage of applicable throughput at the Perryville Hub during the Base Period. The resulting percentage shall be the Core Wheeling LUFG percentage to be in effect during the Recovery Period.
  - (c) The Line J Backhaul Fuel Use percentage will be calculated on the basis of the actual Line J Backhaul Fuel Use usage during the Base Period expressed as a percentage of estimated applicable backhaul throughput through the Searcy Compressor for the Recovery Period. The resulting percentage shall be the Line J Backhaul Fuel Use percentage to be in effect during the Recovery Period.
  - (d) The Line J Backhaul LUFG percentage will be the actual Line J Backhaul LUFG during the Base Period expressed as a percentage of estimated applicable backhaul throughput at the Searcy Interconnection during the Base Period. The resulting percentage shall be the Line J Backhaul LUFG percentage to be in effect during the Recovery Period.
- 27.6 Transporter will assess a zero charge for Fuel Use and Electric Power Costs for transactions that do not require the use of compression on Transporter's system. For each transaction utilizing the receipt and delivery point combinations listed below, Transporter has determined that there will not be any fuel used since compression will not be utilized.
  - (a) Sligo and Waskom Combination Receipt Point: Enable Midstream Partners, LP Sligo Plant to ST-10, Bossier Parish, Louisiana

Delivery Point: Waskom Gas Processing Plant, Harrison County, TX

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# (b) Perryville Hub Receipts

Receipt Points: All Perryville Hub Receipt Points, where the Receipt Point is not using compression.

Delivery Points: All Delivery Points located on Transporter's Core System that are located upstream of the Receipt Point.

For any such transactions, the applicable LUFG retention shall be based on location of the Receipt Point.

## (c) PTP

Receipt Point: PTP

Delivery Points: All Delivery Points located on Transporter's Core System that are located upstream of the Receipt Point.

For any such transactions, the applicable LUFG retention shall be based on the location of the Delivery Point.

- (d) Line F-185 Combination: All receipt point and delivery point combinations where the receipt points are located on Line F-185 or Line F-185-A and associated supply laterals (Lines FM-68 or FM-68-A) and delivery points are located on Line F-185 or Line F-185-A.
- (e) South Shreveport Deliveries:

Receipt Points: Gulf Run Transmission, LLC at NT-2 and Gulf Run Transmission, LLC at LIM-3 receipt points.

Delivery Points: All Delivery Points located on the following of Transporter's lines, and any lateral lines directly connected thereto that receive gas only from such lines: D-2-N, LIT-1, LIT-2, LIT-9, LIT-19, LIM-1, N, NM-3, NM-4, NM-7, NT-1, NT-2, ST-1 (16-inch portion only), R (only such portion of Line R that connects to Line R-1-N), and R-1-N.

(f) ST-1 Supply Lateral Deliveries:

Receipt Points: Physical Receipt Points located south of the interconnection of Transporter's Lines F and S and north of the point of demarcation between Line CP and Transporter's Core System.

Delivery Points: Interconnection between the Core System and Line CP at Gulf Run Transmission, LLC at Monument.

27.7 (a) Transporter will assess the Line CP Fuel Use percentage and the Line CP LUFG percentage for transactions utilizing the receipt and delivery combinations listed below:

Receipt Points: Receipt Points and Pools located in the Line CP Pooling Area.

Delivery Points: Delivery Points located on Line CP, lines directly connected thereto, Delivery Points that are Perryville Hub Delivery Points, or where deliveries to the Delivery Point are accomplished via displacement rather than physical flow.

(b) Transporter will assess the Line J Backhaul Fuel Use percentage and the Line J Backhaul LUFG percentage for transactions utilizing the receipt and delivery combinations listed below:

Receipt Points: All Receipt Points located on Transporter's Line J between the Searcy Interconnection and the White River Interconnection.

Delivery Point(s): The Searcy Interconnection located in White County, Arkansas.

- 27.8 Transporter will assess the applicable non-Line CP Fuel Use and LUFG percentages, as well as the Line CP Fuel Use and LUFG percentages as described in Section 27.7 above, for transactions which consist of physical deliveries or flows directly from Transporter's non-Line CP Pooling Area transmission lines into Line CP and for further transport and delivery to delivery points located on Line CP, lines directly connected thereto, or Delivery Points that are Perryville Hub Delivery Points.
- 27.9 Transporter will assess the Line CP Fuel Use percentage, the Line CP LUFG percentage and the non-Line CP LUFG percentage, and Transporter will not assess any non-Line CP Fuel Use or the EPC Tracker rate, for transactions utilizing the receipt and delivery combinations listed below:
  - (a) Receipt Points: Receipt Points and Pools located in the Line CP Pooling Area.

Delivery Points: Delivery Points located on the following of Transporter's lines, and any lateral lines directly connected thereto that receive gas only from such lines:

D-2-N

LIT-1

LIT-2

LIT-9

LIT-19

LIM-1

Ν

NM-3

NM-4

NM-7

NT-1

NT-2

ST-1 (16-inch portion only)

R (only such portion of Line R that connects to Line R-1-N)

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R-1-N

(b) Receipt Points: Physical Receipt Points located south of the interconnection of Transporter's Lines F and S and north of the point of demarcation between Line CP and Transporter's Core system.

Delivery Points: Delivery Points located on Line CP.

Filed: December 20, 2022 Effective: December 16, 2022

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### **GENERAL TERMS AND CONDITIONS**

#### 30. SEGMENTATION OF CAPACITY

- 30.1 To the extent operationally feasible, a Shipper that has contracted with Transporter for firm transportation under Rate Schedule FT over a Primary Path may, pursuant to the provisions of this Section 30, segment its Primary Path for its own use or for the purpose of releasing that capacity to a replacement Shipper by identifying, through nomination or through the capacity release process, respectively, using electronic means prescribed by Transporter, points along the Primary Path (Segment Receipt Point(s) and Segment Delivery Point(s)), subject to this Tariff and assignment of capacity in accordance with the provisions of Sections 5 and 10 of the General Terms and Conditions. A Shipper that has contracted with Transporter for firm transportation under Rate Schedule EFT over a Primary Path may segment its Primary Path as described above; however, the SR and MHQ associated with the Primary Delivery Point will not be applicable, and the constant rate provisions of Section 5 of the General Terms and Conditions shall be effective.
  - (a) A Shipper may establish a Primary Path on (1) Transporter's Line AC, (2) any transportation capacity on Enable Mississippi River Transmission, LLC ("MRT") from Glendale to the boundary of Transporter's Perryville Hub which Transporter is authorized by the FERC to hold in its own name and does so hold (the "Acquired MRT Capacity"); and (3) Transporter's Line F-West/F-East to the boundary of Transporter's Perryville Hub.
    - (i) In order to establish a Primary Path on Line AC, a Shipper must contract for a Primary Point of Receipt located on Line AC (including the referenced MRT capacity) and a Primary Point of Delivery located (1) on Line AC east of the Primary Point of Receipt, (2) on the Acquired MRT Capacity, or (3) at the Perryville Hub.
    - (ii) In order to establish a Primary Path on the Acquired MRT Capacity, a Shipper must contract for a Primary Point of Receipt located on the Acquired MRT Capacity and a Primary Point of Delivery located (1) on the Acquired MRT Capacity south of the Primary Point of Receipt, or (2) at the Perryville Hub.
    - (iii) In order to establish a Primary Path on Line F-West/F-East, a Shipper must contract for a Primary Point of Receipt located on Line F-West /F-East and a Primary Point of Delivery located (1) on Line F-West/F-East east of the Primary Point of Receipt or (2) at the Perryville Hub.
  - (b) A Primary Path is the path from, and in the direction of, a Shipper's Primary Receipt Point to its Primary Delivery Point. If a Shipper's Primary Delivery Point is located within Transporter's Perryville Hub, then the Shipper's Primary Path ends at the

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- boundary of Transporter's Perryville Hub. For the purposes of this Section 30, the boundaries of the Perryville Hub are located (1) at the Perryville interconnection point between MRT and Transporter; (2) at the interconnection point between Transporter's Line F-West/F-East and Transporter's Line FT-18; and (3) at the interconnection between Transporter's Core System and Line LP at Gulf Run Delhi (Core).
- (c) Other than Line AC, the Acquired MRT Capacity, and Line F-West/F-East, the remainder of Transporter's system, including the Perryville Hub, is referred to in this Section 30 as Transporter's Reticulated System. There is no right to a Primary Path Segment within Transporter's Reticulated System.
- 30.2 Unless Segment Receipt and Delivery Points are primary points, or become primary points in accordance with the provisions of Transporter's Tariff, Segment Receipt and Delivery Points nominated by a Shipper for the purpose of segmenting for its own use are secondary points. If a Primary Path Segment is released to a replacement Shipper, the releasing Shipper may request primary points on the unreleased segment within the Primary Path up to its entitlement on that segment and, for the replacement Shipper, simultaneously may request primary points on the released segment within the Primary Path up to its entitlement on that segment, both subject to Transporter's Tariff (including the capacity assignment provisions of Section 10) and the availability of capacity. While any segmented service is being provided to a Shipper, the Shipper shall not be eligible to use Receipt Points located outside the Shipper's Primary Path or to use Delivery Points that are located (1) outside the Shipper's Primary Path or (2) outside the Perryville Hub.
- 30.3 Subject to Transporter's agreement otherwise, discounts under any Service Agreement are specific to the circumstances involved. No discount rate applicable to those circumstances or to the original Receipt and Delivery Points shall apply to the use of secondary points or Segment Receipt and Delivery Points, whether held by a releasing or replacement Shipper, unless Transporter agrees otherwise. If a Shipper, in accordance with the provisions of this Tariff, changes a primary point, Transporter shall not be obligated to reserve firm capacity to reinstate the former primary point upon expiration of the segmentation or the capacity release.
- 30.4 In addition to Transporter's right to determine operational feasibility on a case-by-case basis, as set out in Section 30.7 below, a purported segmentation of firm capacity (whether for a Shipper's own use or on release) shall not be operationally feasible if: (a) Pools are nominated as Segment Receipt Point(s), absent a determination by Transporter that the proposed segmentation would not result in an impermissible overlap of capacity or otherwise result in a greater level of entitlement than the entitlement under the original Service Agreement prior to segmentation; (b) the segmentation would purport to result in primary capacity rights with respect to a Primary Path Segment in a direction opposite to the direction of the Primary Path under the Service Agreement being segmented; or (c) a

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- proposed segmentation would purport to identify a Primary Path or Primary Path Segment within Transporter's Reticulated System.
- 30.5 Subject to the provisions of this Tariff, including but not limited to, the provisions of this Section 30, a Shipper may segment its Primary Path in a manner such that capacity in the direction of the Primary Path and capacity in the opposite direction of the Primary Path, each within applicable Contract Limitations, is used to make deliveries to the same Delivery Point at the same time. Transporter shall not be obligated to accept nominations or releases of capacity for any purported Primary Path Segment or combination of Primary Path Segments that would result in an impermissible overlap of capacity or otherwise result in a greater level of entitlement than the entitlement under the original Service Agreement prior to segmentation. A releasing Shipper may not re-release a released Primary Path Segment until such time as the releasing Shipper either recalls the released Primary Path Segment or the released Primary Path Segment reverts to the releasing Shipper at the end of the release term. Replacement Shippers that desire to re-release a released Primary Path Segment may only release transportation capacity within their acquired Primary Path Segment. The sum of capacity released in any Primary Path Segment cannot exceed the level of entitlement under the original Service Agreement prior to segmentation.
- 30.6 A Shipper's right to segment a Primary Path is subject to Transporter's invocation of the provisions of Section 20 of the General Terms and Conditions.
- 30.7 In all cases, including those situations previously described in this Section 30, Transporter reserves the right to evaluate and disallow segmentation on its system on a case-by-case basis for those situations that are not operationally feasible. Disallowance of segmentation requests will be made on a not unduly discriminatory basis.

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Part VII Form of Service Agreements Rate Schedule PHS-IW Version 1.1.0

	[Shipper Internal Contract No]
	RATE SCHEDULE PHS – INTERRUPTIBLE WHEELING TRANSPORTATION SERVICE AGREEMENT TSA No.:
Delawa transpo	RANSPORTATION SERVICE AGREEMENT ("Agreement"), between Enable Gas Transmission, LLC, a are limited liability company ("Transporter"), and Shipper (defined below), covering the ortation of natural gas by Transporter on behalf of Shipper as more particularly described herein, ared into in accordance with the following terms and conditions:
1)	SHIPPER INFORMATION:
	Shipper's Name:
	[INSTRUCTIONS: Among the items which may be included on TSA are the following: Address/Contact Information for Shipper, e-mail address, type of entity, description of prior entity name and how changed and state of establishment. Shipper's contact information, including address and email, may be provided initially to Transporter in service request or other written notice and may be subsequently revised by Shipper in writing.]
	Transporter's wire transfer information and addresses for notices and payments shall be located on Transporter's Internet Web Site.
2)	REGULATORY AUTHORITY: Part 284 [Subpart G] [Subpart B]
3)	TERM, QUANTITIES, RECEIPT AND DELIVERY POINTS:
	The term, quantities, and Receipt and Delivery Points for this Agreement shall be [as follows:] [shown on Attachment.]
	Term: [Effective Date]: Primary Term End Date: Evergreen/Term Extension? [Yes] [No] [Describe as applicable] Wheeling Maximum Quantity Dth/ For Wheeling Services: Description of Perryville Hub Points: Receipt Point(s): [Quantity (Dth/)] Delivery Point(s): [Quantity (Dth/)]
4)	RATE:
	Unless provided otherwise herein, in a designated Attachment and/or Transaction Confirmation(s), which may be in writing or electronically via the Internet, Shipper shall pay, or cause to be paid, to Transporter each month for all services provided hereunder the maximum applicable rate, and any other charges, fees, direct bill amounts, taxes, assessments, or surcharges provided for in Transporter's Tariff, as on file and in effect from time to time, for each service rendered hereunder.
5)	OTHER PROVISIONS:

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Part VII Form of Service Agreements Rate Schedule PHS-IW Version 1.1.0

[INSTRUCTIONS: If this Agreement supersedes, cancels, amends, restates, substitutes or corrects pre-existing Transportation Service Agreement(s) "TSA(s)" between the parties hereto, describe how and TSA(s) affected.]

Payments shall be received by Transporter within the time prescribed by Section 14 of the GT&C of Transporter's Tariff. Amounts past due hereunder shall bear interest as provided in Section 14 of the GT&C of the Tariff. Shipper shall pay all costs associated with the collection of such past due amounts including, but not limited to attorneys' fees and court costs. Shipper hereby represents and warrants that the party executing this Agreement on its behalf is duly authorized and possesses all necessary corporate or other authority required to legally bind Shipper.

Shipper shall provide and pay Delhi Fuel Use and/or Core Wheeling LUFG, as applicable, allowances and charges to the extent required by Transporter's Tariff.

[Other Tariff-permitted provisions]

[INSTRUCTIONS: Placement on page, number of pages, underlining, paragraph numbering, format and capitalization may vary. TSA No., Service Request No. and or page number(s) may be added. Multiple or new blanks may be used if needed, including as needed to show changes during term or to document other Tariff-permitted information or provisions. If any of items in Sections 1 through 5 are to be included on an Attachment insert: "See Attachment hereto." For electronic contracts, see the applicable Attachment for the items in Section 1 through 5, including rates, as applicable. Terms describing the manner in which a contract is being changed, such as superseded, substituted, amended, restated, etc., may be added to the header or below as needed. Attachments may be numbered or lettered differently or called addendum, exhibit, etc.]

[FOR WRITTEN AGREEMENTS: Insert the following:

### 6) SIGNATURE:

This Agreement constitutes a contract with Transporter for the transportation of natural gas, subject to the terms and conditions hereof, the General Terms and Conditions attached hereto, and any applicable attachment(s), all of which are incorporated herein by reference and made part of this Agreement.

ENABLE GAS TRANSMISSION, LLC	SHIPPER
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:

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[FOR ELECTRONIC AGREEMENTS: Insert one of the following:

7) EXECUTION:

Filed: December 20, 2022

Part VII Form of Service Agreements Rate Schedule PHS-IW Version 1.1.0

Enable Gas Transmission, LLC FERC NGA Gas Tariff Tenth Revised Volume No. 1

[Upon Transporter's acceptance of this document (which shall constitute the parties' execution of such document) the terms of this Agreement shall become effective.] [Upon Shipper's submission of the electronic document specifying the terms of its transaction, the terms of this Agreement [including any designated Attachment], shall become effective.]

RATE SCHEDULE PHS – INTERRUPTIBLE WHEELING
TRANSPORTATION SERVICE AGREEMENT
TSA No.:

### **GENERAL TERMS AND CONDITIONS**

- 1. Upon Shipper's failure to pay when due all or any part of amounts billed in connection with services rendered or to comply with the terms of this Agreement, Transporter may terminate this Agreement and/or suspend service, as appropriate, in accordance with the provisions of Section 14 of the General Terms and Conditions of the Tariff.
- 2. Upon termination hereof for whatever reason, Shipper agrees to stop delivering gas to Transporter for service and, unless otherwise agreed by Transporter, to seek no further service from Transporter hereunder. Shipper agrees to cooperate with and assist Transporter in obtaining such regulatory approvals and authorizations, if any, as are necessary or appropriate in view of such termination and abandonment of service hereunder.
- 3. Termination of this Agreement shall not relieve either party of any obligation that might otherwise exist to cash- out or correct any Imbalance hereunder nor relieve Shipper of its obligation to pay any monies due hereunder to Transporter and any portions of this Agreement necessary to accomplish such purposes shall be deemed to survive for the time and to the extent required.
- 4. This Agreement shall be subject to the provisions of Rate Schedule PHS as well as the General Terms and Conditions set forth in Transporter's Tariff, as on file and in effect from time to time, all of which by this reference are made a part hereof.
- 5. Transporter shall have the right at any time, and from time to time, to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, and as set forth in said Rate Schedule and in said General Terms and Conditions, in accordance with the Natural Gas Act or other applicable law.
- 6. Subject to the provisions of the Tariff and this Agreement, Transporter shall receive, transport, and deliver, for the account of Shipper for the purposes contemplated herein, on an interruptible basis a quantity of Gas up to the quantity or quantities specified in the Agreement.
- 7. Gas shall be (i) tendered to Transporter for transportation hereunder at the Point(s) of Receipt and (ii) delivered by Transporter after transportation to Shipper, or for Shipper's account, at the Point(s) of Delivery on the terms and at the points shown in this Agreement. Subject to the provisions of the tariff, Transporter shall tender for delivery quantities of Gas thermally-equivalent to those delivered by Shipper, less Fuel Use and LUFG or Alternate Fuel Retentions, as applicable, retained to the extent required by the Tariff.

- 8. Except as otherwise permitted in the Tariff, this Agreement shall not be assigned by Shipper in whole or in part, nor shall Shipper agree to provide services to others by use of any capacity contracted for under the Agreement, without Transporter's prior written consent. In addition to all other rights and remedies, Transporter may terminate the Agreement immediately if it is assigned by Shipper or if Shipper subcontracts the capacity to others contrary to the provisions hereof, whether the assignment or contract be voluntary, or by operation of law or otherwise. Subject to the above, the respective rights and obligations of the parties under the Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives. Any person which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either party hereto, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement; and either party may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment or similar instrument which it has executed or may execute hereafter.
- 9. Any notice, statement, or bill provided for in this Agreement shall be in writing (or provided electronically via the Internet to the extent Transporter permits or requires) and shall be considered as having been given if hand delivered, or, if received, when mailed by United States mail, postage prepaid, to the addresses specified therein, or such other addresses as either party shall designate by written notice to the other. Additionally, notices shall be considered as having been given, if received, when sent via facsimile or through electronic data interchange.
- 10. All modifications, amendments or supplements to the terms and provisions hereof shall be effected by supplementary written (or electronic, to the extent Transporter permits or requires) consent of the parties.

[11.	THE INTERPRETATION AND PERFORMANC	E OF THE AGREEMENT SHALL BE IN ACCORDANCE
	WITH THE LAWS OF THE STATE OF	, EXCLUDING CONFLICTS OF LAW
	PRINCIPLES THAT WOULD REQUIRE THE A	PPLICATION OF THE LAWS OF A DIFFERENT
	JURISDICTION.]	

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Part VII Form of Service Agreements Rate Schedule PHS-IW Version 1.1.0

	[Shipper Internal Contract No]
	RATE SCHEDULE PHS — INTERRUPTIBLE WHEELING TRANSPORTATION SERVICE AGREEMENT BETWEEN TRANSPORTER AND
	[DATED][EFFECTIVE]
	TSA No
	ATTACHMENT
transportation	s to pay the rates specified on this Attachment for performance of certain gas a service under the Transportation Service Agreement(s) specified above. These rates are y in accordance with the following:
RATES AND AF	PPLICABILITY:
(a)	<u>Description of Rates, Points, Quantities and Term</u> : [Described below] [See Transaction Confirmation] [Other tariff-permitted provisions]
	Negotiated Rate Discounted Rate [Designate One]
(b)	General: In consideration for Shipper's continuing compliance with the provisions of the Transportation Service Agreement(s) ("Agreement") specified above, the transportation rates charges as defined above for the specified services provided under the Agreement, only apply to receipts from, and subsequent deliveries to, the Points of Receipt and Delivery, quantities and/or time periods described herein. In addition to any rate or amount referred to herein (including discounted rates, Negotiated Rates, overrun rates and maximum Tariff rates), Shipper shall provide or pay and Transporter shall retain or charge Fuel Use and LUFG allowances or charges (including the EPC surcharge) in such quantities or amounts as authorized from time to time by the Tariff. Except as specifically provided otherwise herein, Shipper shall pay any applicable charges, penalties, surcharges, fees, taxes, assessments and/or direct billed amounts provided for in the Tariff. [INSTRUCTIONS: Insert the following for a discounted transaction: The rate in any Month shall never be below Transporter's applicable minimum Tariff rate.] [INSTRUCTIONS: Insert the following for a Negotiated Rate transaction: The rate in any month shall never be below Transporter's applicable minimum Tariff rate, unless Transporter otherwise agrees.] Transporter shall not be responsible for the payment and satisfaction of any taxes assessed or levied on the receipt, transmission (and any activities in connection therewith), delivery, use and/or consumption with respect to Gas delivered or received by Shipper, unless Transporter agrees otherwise.
(c)	Rate-Related Provisions:

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- (i) Consideration for Rate Granted: Transporter agrees to the rates defined by this Attachment in exchange for Shipper's agreement to forego credits or other benefits to which Shipper would otherwise be entitled, but only to the extent such credits or benefits would result in a greater economic benefit over the term of this Attachment than that represented by the agreed-upon rate. Accordingly, unless Transporter otherwise agrees, Shipper will not receive credits from rates, refunds or other revenues collected by Transporter or Shipper if to do so would effectively result in a lower rate or greater economic benefit to Shipper; provided, however, that for a Shipper taking service under a discount or recourse rate agreement, the rate in any month shall never be above Transporter's applicable maximum Tariff rate].
- (ii) Entire Agreement: This Attachment and any applicable Transaction Confirmation(s) shall supplement the Agreement with respect to the matters agreed to, and together shall constitute the entire understanding of the parties relating to said matters as of the effective date stated herein. All prior agreements, correspondence, understandings and representations are hereby superseded and replaced by this Attachment and for any applicable Transaction Confirmation(s) and the Agreement unless otherwise specified. Except as otherwise provided herein, all terms used herein with initial capital letters are so used with the respective meanings ascribed to them in Transporter's Tariff.
- (iii) <u>Failure to Exercise Rights</u>: Failure to exercise any right under this Attachment and/or any applicable Rate Confirmation(s) or the Agreement shall not be considered a waiver of such right in the future. No waiver of any default in the performance of this Attachment and/or any applicable Rate Confirmation(s) or the Agreement shall be construed as a waiver of any other existing or future default, whether of a like or different character.
- (iv) Regulatory Authority: This Attachment and any applicable Rate Confirmation(s) are subject to Section 16 of the GT&C of Transporter's Tariff. Transporter and Shipper hereby acknowledge that this Attachment and any applicable Rate Confirmation(s) are subject to all valid and applicable federal and local laws and to the orders, rules and regulations of any duly constituted federal or local regulatory body or governmental authority having jurisdiction. Any provision of this Attachment and any applicable Rate Confirmation(s) which is determined by any court or regulatory body having jurisdiction to be invalid or unenforceable will be ineffective to the extent of such determination only, without invalidating, or otherwise affecting the validity of, the remaining provisions. Unless the parties agree otherwise, if Transporter has made a good faith determination that a federal or local law, or order, rule or regulation of any governmental authority having or asserting jurisdiction (1) requires performance by Transporter that is inconsistent with the terms of this Attachment and for any applicable Rate Confirmation(s), or (2) conditions or

> prohibits the granting of selective discounts or other rates specified, in paragraph (b) of this Attachment and for any applicable Rate Confirmation(s), then Transporter may provide notice that it intends to renegotiate this Attachment and for any applicable Rate Confirmation(s). If the parties fail to reach agreement within forty-five (45) days of any renegotiation notice given pursuant to the terms of this paragraph, then: (1) the rate provisions of paragraph (b) of this Attachment and for any applicable Rate Confirmation(s) shall be terminated, and the rate for service under this Attachment and for any applicable Rate Confirmation(s) shall be Transporter's applicable maximum Tariff rate, or (2) if Transporter's applicable maximum Tariff rate is greater than the rate for service under this Attachment and any applicable Rate Confirmation(s), at the Shipper's option, the Agreement, this Attachment and for any applicable Rate Confirmation(s) shall terminate. The effective date of this renegotiation or termination shall be first day of the month following the end of the 45-day renegotiation period; provided, however, that the effective date will comply with the requirements of the applicable federal or local law, or order, rule or regulation of any governmental authority having or asserting jurisdiction.

- (v) <u>Limitation on Agreed Upon Rate</u>: Unless Transporter agrees otherwise, if at any time receipts and/or deliveries are initially sourced into the system, nominated, scheduled and/or made, by any means or by operation of any Tariff mechanisms, with respect to the capacity obtained by, through or under the Agreement at points, or under conditions, other than those specified herein, on this Attachment, or any applicable Rate Confirmation, then as of such date, and for the remainder of the Service Month in which such non-compliance occurred, or the remainder of the term of the Agreement, whichever is shorter, Shipper shall be obligated to pay no less than the maximum applicable Tariff rates for service under the Agreement. This limitation shall not apply to the extent that Transporter has requested Shipper to receive and/or deliver other than as specified herein, on this Attachment or any applicable Rate Confirmation. Such request may be made via e-mail, in writing, or via Internet Web Site posting, and the document in which such request is made shall be deemed to amend this Agreement to the extent applicable.
- [(d) Inability to Collect Negotiated Rates: [INSTRUCTIONS: insert following if this Attachment and any applicable Rate Confirmation(s) covers a Negotiated Rate transaction:] If Transporter is unable to collect Negotiated Rates due to a change in Commission policy or rejection of the transaction by the Commission prior to or during the term of such transaction, then, unless the parties agree otherwise, Shipper shall pay the maximum Tariff rate for the services. In such event, Transporter shall notify Shipper in writing of the requirement to pay maximum Tariff rates and, if the maximum Tariff rates are greater than the Negotiated Rates under such transaction, Shipper shall have no more than thirty (30) days from the date of such notification to give notice in writing

Part VII Form of Service Agreements Rate Schedule PHS-IW Version 1.1.0

Enable Gas Transmission, LLC FERC NGA Gas Tariff Tenth Revised Volume No. 1

of termination of the applicable Agreement, with such termination to be effective no earlier than the end of the Month following the Month in which such termination notice is received.]

is received.]
[INSTRUCTIONS: For Written Agreements insert the following:

Executed by a duly authorized represer	Executed by a duly authorized representative of each party hereto, in the space provided below		
TRANSPORTER:	SHIPPER:		
ENABLE GAS TRANSMISSION, LLC	[NAME OF SHIPPER]		
Ву:	Ву:		
Name:			
Title:	Title:		
Date:			
of this document (which shall constitute the pa document shall become effective.] [Upon Ship	ert one of the following: [Upon Transporter's acceptance rties' execution of such document), the terms of this per's submission of the electronic document specifying greement [including the designated Attachment] all become effective.]		
	ceipt of confirmation and unless Shipper notifies ns of the confirmation shall become effective unless		

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# **ATTACHMENT**

620 Informational Filing to Provide Actual In-Service Date



December 19, 2022

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

> Enable Gas Transmission, LLC Re: Docket No. RP23-191-000

> > Informational Filing

Dear Ms. Bose:

On June 1, 2021, the Federal Energy Regulatory Commission ("FERC" or "Commission") issued an Order Granting Certificates and Approving Abandonment ("Certificate Order") for Gulf Run Transmission, LLC's ("Gulf Run") proposed pipeline and ancillary facilities and Enable Gas Transmission, LLC's ("EGT", and together with Gulf Run, "Applicants") proposed Line CP Modifications, as well as the transfer of Line CP from EGT to Gulf Run, and the lease of a portion of capacity on Line CP from Gulf Run back to EGT (collectively, the "Project").1

On December 14, 2022, the Commission issued an order in Docket Nos. CP20-68 and CP20-70 authorizing Applicants to place the Project facilities into service.<sup>2</sup> Pursuant to Section 157.20(c)(2) of the Commission's Regulations,<sup>3</sup> Applicants provided the Commission with a Notice of Commencement of Service that service on the Project commenced on December 16, 2022, and that the transfer of Line CP from EGT to Gulf Run and the lease of a portion of capacity on Line CP from Gulf Run back to EGT became effective on the same day. Consistent with the Commission's letter order in this proceeding, 4 EGT's revised tariff sections took effect on December 16, 2022 as well.

As directed by the Commission's letter order issued in the above-referenced docket accepting EGT's proposed tariff revisions, 5 EGT hereby submits this in-service notification to the Commission through the eTariff portal using Filing Code 620. EGT has included in the attachment its original inservice notification filed on December 19, 2022.

<sup>&</sup>lt;sup>1</sup> Enable Gas Transmission, LLC, et al., 175 FERC ¶ 61,183 (2021). On October 12, 2022, Enable Gulf Run Transmission, LLC officially changed its name to Gulf Run Transmission, LLC.

<sup>&</sup>lt;sup>2</sup> Enable Gas Transmission, LLC, et al., Docket Nos. CP20-68-000, et al. (Dec. 14, 2022) (letter order).

<sup>&</sup>lt;sup>3</sup> 18 C.F.R. § 157.20(c)(2) (2021).

<sup>&</sup>lt;sup>4</sup> Enable Gas Transmission, LLC, Docket No. RP23-191-000 (Dec. 7, 2022) (letter order).

<sup>&</sup>lt;sup>5</sup> *Id*.

Ms. Kimberly D. Bose, Secretary Federal Energy Regulatory Commission December 19, 2022 Page 2

Should you have any questions, please contact the undersigned at 713.989.7670.

Respectfully submitted,

ENABLE GAS TRANSMISSION, LLC

/s/ Lawrence J. Biediger

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

Attachment

# **ATTACHMENT**

**In-Service Notification** 





## December 19, 2022

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

Re: Enable Gas Transmission, LLC and Enable Gulf Run Transmission, LLC

Docket Nos. CP20-68-000, CP20-70-000

Notice of Commencement of Service, Acquisition, and Abandonment by Lease of Capacity

### Dear Ms. Bose:

On June 1, 2021, the Federal Energy Regulatory Commission ("FERC" or "Commission") issued an Order Granting Certificates and Approving Abandonment ("Certificate Order") for Gulf Run Transmission, LLC's ("Gulf Run") proposed pipeline and ancillary facilities and Enable Gas Transmission, LLC's ("EGT", and together with Gulf Run, "Applicants") proposed Line CP Modifications (collectively, the "Project"), as well as the transfer of Line CP from EGT to Gulf Run (the "Acquisition"), and the lease of a portion of capacity on Line CP from Gulf Run back to EGT (the "Lease"). On November 15, 2022, Applicants filed a request to place the Project facilities into service. On December 14, 2022, the Director of the Office of Energy Projects granted Applicants' request. <sup>3</sup>

Pursuant to Ordering Paragraph (D)(2) of the Certificate Order and Section 157.20(c)(2) of the Commission's regulations,<sup>4</sup> Applicants hereby notify the Commission that authorized services commenced on the Project facilities on December 16, 2022. Pursuant to Ordering Paragraph (D)(2) of the Certificate Order and Section 157.20(d) of the Commission's regulations,<sup>5</sup> Applicants hereby notify the Commission of the completion of the Acquisition, effective December 16, 2022. Immediately following the Acquisition, Gulf Run commenced authorized services on the acquired facilities. Finally, pursuant to Ordering Paragraph (K) of the Certificate Order and Section 157.20(d) of the Commission's regulations,<sup>6</sup> Applicants hereby notify the Commission of the abandonment by lease to EGT of capacity on Line CP, and EGT's acquisition by lease of the capacity from Gulf Run, according to the terms of Lease, effective December 16, 2022.

<sup>6</sup> *Id*.

<sup>&</sup>lt;sup>1</sup> Enable Gas Transmission, LLC, et al., 175 FERC ¶ 61,183 (2021) ("Certificate Order"). On October 12, 2022, Enable Gulf Run Transmission, LLC officially changed its name to Gulf Run Transmission, LLC.

<sup>&</sup>lt;sup>2</sup> In-Service Request of Enable Gas Transmission, LLC, et al., Docket Nos. CP20-68-000, et al. (Nov. 15, 2022).

<sup>&</sup>lt;sup>3</sup> Enable Gas Transmission, LLC, et al., Docket Nos. CP20-68-000, et al. (Dec. 14, 2022) (letter order).

<sup>&</sup>lt;sup>4</sup> 18 C.F.R § 157.20(c)(2) (2021).

<sup>&</sup>lt;sup>5</sup> 18 C.F.R. § 157.20(d)(1).

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Filed Date: 12/19/2022

Ms. Kimberly D. Bose, Secretary December 19, 2022 Page 2

Should you have any questions, please contact Moe Daraiseh, Lead Analyst, Regulatory Affairs, at (713) 989-7471 or the undersigned at (713) 989-7952.

Sincerely,

Lisa Yoho

Lisa yolio

Director, Regulatory Affairs
Gulf Run Transmission, LLC
Enable Gas Transmission, LLC
lisa.yoho@energytransfer.com

cc: Keith Rogers (FERC)

Gertrude Fernandez Johnson (FERC)

Brian White (FERC) Marsha Palazzi (FERC)

All Parties (CP20-68-000 and CP20-70-000)

Filed Date: 12/19/2022

# **VERIFICATION**

THE STATE OF TEXAS	
THE STITLE OF TEMES	
	,
COUNTY OF HARRIS	
COUNTI OF HARRIS	

Lisa Yoho, being first duly sworn, states that she is Sr. Director, Regulatory Affairs for Enable Gas Transmission, LLC and Gulf Run Transmission, LLC; that she is authorized to execute this Verification; that she has reviewed the Notice of Commencement of Service, Acquisition, and Abandonment by Lease of Capacity; and that after reasonable diligence and review, the information provided in such response constitutes a complete and accurate response to the best of her knowledge, information and belief.

Enable Gas Transmission, LLC Gulf Run Transmission, LLC

Hisa yolio

Subscribed and sworn to before me this 19th day of December, 2022.

SUZANNE SAMANO
Notary Public, State of Texas
Comm. Expires 04-10-2026
Notary ID 4260310

Notary Public State of Texas

My Commission Expires:

Document Content(s)			
GR-EGT Notice of Svc	Commence-Acq-Aban-Lease	Filing.pdf	. 1

Document Accession #: 20221219-5126 Filed Date: 12/19/2022