



August 21, 2023

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

Re: Gulf Run Transmission, LLC
Docket No. RP23- _____
Housekeeping Filing

Dear Ms. Bose:

Gulf Run Transmission, LLC ("Gulf Run") hereby electronically submits for filing with the Federal Energy Regulatory Commission ("Commission") the following revised tariff records to its FERC NGA Gas Tariff, Original Volume No. 1 ("Tariff"), proposed to become effective September 21, 2023.

<u>Version</u>	<u>Description</u>	<u>Title</u>
1.0.0	GT&C Section 11.	Operational Balancing Agreements (OBAs)
1.0.0	Capacity Release	Form of Service Agreement

STATEMENT OF NATURE, REASONS AND BASIS

The purpose of this filing, made in accordance with the provisions of Section 154.204 of the Commission's Regulations, is to propose some administrative housekeeping revisions to Gulf Run's Tariff. The changes proposed in this filing do not affect operations or a shipper's terms and conditions of service. Gulf Run is proposing to: (1) remove the posting requirement of listing the Receipt and Delivery Point(s) at which an OBA is in effect from GT&C Section 11.1(b); (2) remove GT&C Section 11.3 to clarify that imbalances occurring at a Receipt Point or a Delivery Point that is covered by an Operational Balancing Agreement ("OBA") will be resolved in accordance with the terms of the relevant OBA; and (3) correct typographical errors in Item Nos. 4 and 5 of the Capacity Release Form of Service Agreement which incorrectly reference Sections 2(b) and 2(c) of Rate Schedule FTS instead of Sections 2.2 and 2.3 of Rate Schedule FTS.

IMPLEMENTATION AND WAIVER REQUEST

Pursuant to Section 154.7(a)(9) of the Commission's Regulations, Gulf Run requests that the proposed tariff records submitted herein be accepted effective September 21, 2023. Gulf Run respectfully requests the Commission grant any waivers of its Regulations that it deems necessary to allow the proposed tariff records in this filing to become effective on September 21, 2023.

CONTENTS OF THE FILING

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

- A transmittal letter including a Statement of Nature, Reasons and Basis in PDF format.
- A clean copy of the proposed tariff records in PDF format.
- A marked version of the proposed tariff changes in PDF format.
- A copy of the complete filing in PDF format for publishing in eLibrary.

COMMUNICATIONS, PLEADINGS AND ORDERS

Gulf Run 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. Langston²

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Chief Regulatory Officer
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(713) 989-7610
(713) 989-1205 (Fax)
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Lawrence J. Biediger^{1 2}

Sr. Director, Rates and Regulatory Affairs
Gulf Run Transmission, LLC
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Houston, TX 77002
(713) 989-7670
(713) 989-1205 (Fax)
larry.biediger@energytransfer.com

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

¹ Designated to receive service pursuant to Rule 2010 of the Commission's Rules of Practice and Procedure. Gulf Run respectfully requests the Commission waive Rule 203(b)(3), 18 C.F.R. § 385.203(b)(3), in order to allow Gulf Run to include additional representatives on the official service list.

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

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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,

GULF RUN TRANSMISSION, LLC

/s/ Lawrence J. Biediger

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

GENERAL TERMS AND CONDITIONS

11. OPERATIONAL BALANCING AGREEMENTS ("OBAS")

11.1 General.

- (a) For the purposes of minimizing operational conflicts between various natural Gas facilities with respect to the delivery of Gas to and from Transporter's facilities, Transporter may negotiate and execute on a not-unduly discriminatory basis mutually agreeable OBAs with appropriate parties that operate natural Gas facilities interconnecting with Transporter's system (any such party will be referred to herein as the "OBA Party"). Transporter must enter into OBAs at all points of interconnection between its system and the system of another interstate or intrastate pipeline. Such OBAs shall specify the Gas custody transfer procedures to be followed by Transporter and the OBA Party for the confirmation of scheduled quantities to be received by Transporter at Receipt Point(s) and delivered by Transporter at Delivery Point(s). Such OBA will provide that any variance between actual quantities and scheduled quantities at the point where the OBA is in place for any Day shall be resolved pursuant to the terms of the OBA.
- (b) To facilitate such determination of variances on a timely basis, Transporter and the OBA Party will agree in the OBA on necessary measurement and accounting procedures.

11.2 Transporter shall have no obligation to negotiate and execute OBAs with any OBA Party that:

- (a) is not creditworthy as determined pursuant to Section 18 of the General Terms and Conditions; for purposes of such provision, references to Shipper shall refer to the OBA Party;
- (b) does not maintain dispatching operations which are staffed on a continuous around-the-clock basis every day of the year;
- (c) would cause the level of regulation which Transporter is subject to prior to the execution of the applicable OBA to increase;
- (d) does not commit to timely determination of variances based on reasonable available measurement technology; or
- (e) has not demonstrated operational consistency commensurate with the OBA relationship over a minimum period of three years.

11.3 Resolution of OBA Imbalance. Transporter and the OBA Party shall resolve any imbalances in accordance with the procedures set forth in the OBA.

- 11.4 Nothing in this Section 11 nor any executed OBA shall limit Transporter's rights to take action as may be required to adjust receipts and deliveries under any Agreement to reflect actual experience or to alleviate conditions which threaten the integrity of Transporter's system, including maintenance of service to higher priority Shippers and/or services.

CAPACITY RELEASE
FORM OF SERVICE AGREEMENT

Date: _____,

Contract No. _____

This AGREEMENT is entered into by and between Gulf Run Transmission, LLC, ("Transporter") and _____ ("Replacement Shipper").

In consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. SHIPPER INFORMATION:

Shipper's Name:

[INSTRUCTIONS: Among the items which may be included on Agreement 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 addresses and email, may be provided initially to Transporter in service request or other written notice and subsequently revised by Shipper in writing.]

Transporter's wire transfer information and addresses for notices and payments shall be located on Transporter's Interactive Website.

2. For each occasion that Replacement Shipper obtains a release of capacity from a Releasing Shipper pursuant to Section 17 of the General Terms and Conditions of the Tariff, an addendum in the form of Exhibit A, attached hereto will be made a part hereof. The specific terms and conditions of each release shall be reflected in each Exhibit A, which shall be incorporated and made a part of this Agreement, and which together shall constitute the terms and conditions of Transporter's service for each release. A Replacement Shipper may have more than one Exhibit A if it has obtained multiple releases of capacity.
3. This Agreement shall be effective from the date first stated above until _____, when this Agreement shall expire, provided that this Agreement may be terminated by Transporter or Shipper upon at least thirty (30) days prior written notice. Service shall commence and, notwithstanding the end of the term or any early termination pursuant to this provision, remain effective for a term coincidental for the term of each release of service rights identified in each Exhibit A hereto.
4. This Agreement shall be subject to the provisions of Rate Schedule FTS 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. In accordance with Sections 2.2 and 2.3 of Rate Schedule FTS of Transporter's Tariff, subject to the provisions of the Tariff and this Agreement, Transporter shall receive, transport, and deliver, for the account of Replacement

Shipper for the purposes contemplated herein, on a firm basis a quantity of Gas up to the quantity or quantities specified in each Exhibit A hereto.

5. In accordance with Section 2.2 of Rate Schedule FTS of Transporter's Tariff, Gas shall be (i) tendered to Transporter for transportation hereunder at the Receipt Point(s) and (ii) delivered by Transporter after transportation to Shipper, or for Shipper's account, at the Delivery Point(s) on the terms and at the points shown in any Exhibit A hereto. Subject to the provisions of the Tariff, Transporter shall tender for delivery quantities of Gas thermally-equivalent to those delivered by Replacement Shipper, less Transporter's Use retained.
6. This Agreement shall be subject to the provisions of Rate Schedule FTS and the General Terms and Conditions set forth in Transporter's Tariff, as such may be modified, supplemented, superseded or replaced generally or as to the service hereunder. 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. Such Rate Schedule and General Terms and Conditions, as may be changed from time to time, are by this reference incorporated in their entirety into this Agreement and made an integral part hereof.
7. 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 herein, 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.
8. [THE INTERPRETATION AND PERFORMANCE OF THE AGREEMENT SHALL BE IN ACCORDANCE WITH THE LAWS OF THE STATE OF _____, EXCLUDING CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.]
9. IN WITNESS WHEREOF, both Transporter and Replacement Shipper have caused this Agreement to be executed in several counterparts by their respective officers or other persons duly authorized to do so, as of the date first stated above.

Executed by a duly authorized representative of each party hereto, in the space provided below:

GULF RUN
TRANSMISSION, LLC

[REPLACEMENT SHIPPER'S NAME]

By: _____
Name: _____
Title: _____
Date: _____

[BY: _____,
ITS _____]
By: _____
Name: _____
Title: _____
Date: _____

[INSTRUCTIONS: For Electronic Agreements insert one of the following:

[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 receipt of confirmation and unless Shipper notifies Transporter in writing within _____, the terms of the confirmation shall become effective unless Transporter otherwise agrees.]]

EXHIBIT A

Capacity Release Agreement No. _____

Addendum No. _____

Capacity Release
Service Agreement
Between
Gulf Run Transmission, LLC
and

[Releasing Shipper Contract No.

Releasing Shipper Rate Schedule

Original Releasing Shipper Contract No.

Regulation

Transportation Path:

Replacement Shipper's Maximum Daily Quantity (Dt)

Primary Receipt Point(s) (if applicable): [Quantity (Dth/D)]

Primary Delivery Point(s) (if applicable): [Quantity (Dth/D)]

Permanent or Temporary Release

Conditions of Recall _____

Term of Release

Begin _____ End _____

Reservation Charge (including applicable surcharges)] [INSTRUCTIONS: Include such items as applicable to reflect the provisions of the capacity release award to Shipper.]

Other Conditions: [INSTRUCTIONS: Placement on page, number of pages, underlining, paragraph numbering, format and capitalization may vary. 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. 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.]

MARKED VERSION

GENERAL TERMS AND CONDITIONS

11. OPERATIONAL BALANCING AGREEMENTS (“OBAS”)

11.1 General.

- (a) For the purposes of minimizing operational conflicts between various natural Gas facilities with respect to the delivery of Gas to and from Transporter’s facilities, Transporter may negotiate and execute on a not-unduly discriminatory basis mutually agreeable OBAs with appropriate parties that operate natural Gas facilities interconnecting with Transporter’s system (any such party will be referred to herein as the “OBA Party”). Transporter must enter into OBAs at all points of interconnection between its system and the system of another interstate or intrastate pipeline. Such OBAs shall specify the Gas custody transfer procedures to be followed by Transporter and the OBA Party for the confirmation of scheduled quantities to be received by Transporter at Receipt Point(s) and delivered by Transporter at Delivery Point(s). Such OBA will provide that any variance between actual quantities and scheduled quantities at the point where the OBA is in place for any Day shall be resolved pursuant to the terms of the OBA.
- (b) To facilitate such determination of variances on a timely basis, Transporter and the OBA Party will agree in the OBA on necessary measurement and accounting procedures. ~~Transporter shall post on its Interactive Website a list of those Receipt Point(s) and Delivery Point(s) at which an OBA is in effect.~~

11.2 Transporter shall have no obligation to negotiate and execute OBAs with any OBA Party that:

- (a) is not creditworthy as determined pursuant to Section 18 of the General Terms and Conditions; for purposes of such provision, references to Shipper shall refer to the OBA Party;
- (b) does not maintain dispatching operations which are staffed on a continuous around-the-clock basis every day of the year;
- (c) would cause the level of regulation which Transporter is subject to prior to the execution of the applicable OBA to increase;
- (d) does not commit to timely determination of variances based on reasonable available measurement technology; or
- (e) has not demonstrated operational consistency commensurate with the OBA relationship over a minimum period of three years.

~~11.3 — If Receipt Point Operators or Delivery Point Operators have an OBA in effect with Transporter as described in Section 11.1, then any variance between actual quantities and scheduled quantities for any Day for that Receipt or Delivery Point shall be cumulated for the Month for the Shipper(s) responsible for the imbalance, and such Monthly Imbalances will be subject to the Cashout of Monthly Imbalances as set forth in Section 6 herein.~~

~~11.4~~11.3 Resolution of OBA Imbalance. Transporter and the OBA Party shall resolve any imbalances in accordance with the procedures set forth in the OBA.

~~11.5~~11.4 Nothing in this Section 11 nor any executed OBA shall limit Transporter's rights to take action as may be required to adjust receipts and deliveries under any Agreement to reflect actual experience or to alleviate conditions which threaten the integrity of Transporter's system, including maintenance of service to higher priority Shippers and/or services.

CAPACITY RELEASE
FORM OF SERVICE AGREEMENT

Date: _____,

Contract No. _____

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In consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. SHIPPER INFORMATION:

Shipper's Name:

[INSTRUCTIONS: Among the items which may be included on Agreement 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 addresses and email, may be provided initially to Transporter in service request or other written notice and subsequently revised by Shipper in writing.]

Transporter's wire transfer information and addresses for notices and payments shall be located on Transporter's Interactive Website.

2. For each occasion that Replacement Shipper obtains a release of capacity from a Releasing Shipper pursuant to Section 17 of the General Terms and Conditions of the Tariff, an addendum in the form of Exhibit A, attached hereto will be made a part hereof. The specific terms and conditions of each release shall be reflected in each Exhibit A, which shall be incorporated and made a part of this Agreement, and which together shall constitute the terms and conditions of Transporter's service for each release. A Replacement Shipper may have more than one Exhibit A if it has obtained multiple releases of capacity.
3. This Agreement shall be effective from the date first stated above until _____, when this Agreement shall expire, provided that this Agreement may be terminated by Transporter or Shipper upon at least thirty (30) days prior written notice. Service shall commence and, notwithstanding the end of the term or any early termination pursuant to this provision, remain effective for a term coincidental for the term of each release of service rights identified in each Exhibit A hereto.
4. This Agreement shall be subject to the provisions of Rate Schedule FTS 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. In accordance with Sections ~~2.2(b)~~ and ~~2.3(e)~~ of Rate Schedule FTS of Transporter's Tariff, subject to the provisions of the Tariff and this Agreement, Transporter shall receive, transport, and deliver, for the account of Replacement

Shipper for the purposes contemplated herein, on a firm basis a quantity of Gas up to the quantity or quantities specified in each Exhibit A hereto.

5. In accordance with Sections ~~2.2(b)~~ of Rate Schedule FTS of Transporter's Tariff, Gas shall be (i) tendered to Transporter for transportation hereunder at the Receipt Point(s) and (ii) delivered by Transporter after transportation to Shipper, or for Shipper's account, at the Delivery Point(s) on the terms and at the points shown in any Exhibit A hereto. Subject to the provisions of the Tariff, Transporter shall tender for delivery quantities of Gas thermally-equivalent to those delivered by Replacement Shipper, less Transporter's Use retained.
6. This Agreement shall be subject to the provisions of Rate Schedule FTS and the General Terms and Conditions set forth in Transporter's Tariff, as such may be modified, supplemented, superseded or replaced generally or as to the service hereunder. 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. Such Rate Schedule and General Terms and Conditions, as may be changed from time to time, are by this reference incorporated in their entirety into this Agreement and made an integral part hereof.
7. 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 herein, 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.
8. [THE INTERPRETATION AND PERFORMANCE OF THE AGREEMENT SHALL BE IN ACCORDANCE WITH THE LAWS OF THE STATE OF _____, EXCLUDING CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.]
9. IN WITNESS WHEREOF, both Transporter and Replacement Shipper have caused this Agreement to be executed in several counterparts by their respective officers or other persons duly authorized to do so, as of the date first stated above.

Executed by a duly authorized representative of each party hereto, in the space provided below:

GULF RUN
TRANSMISSION, LLC

[REPLACEMENT SHIPPER'S NAME]

By: _____
Name: _____
Title: _____
Date: _____

[BY: _____,
ITS _____]
By: _____
Name: _____
Title: _____
Date: _____

[INSTRUCTIONS: For Electronic Agreements insert one of the following:

[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 receipt of confirmation and unless Shipper notifies Transporter in writing within _____, the terms of the confirmation shall become effective unless Transporter otherwise agrees.]]

EXHIBIT A

Capacity Release Agreement No. _____

Addendum No. _____

Capacity Release
Service Agreement
Between
Gulf Run Transmission, LLC
and

[Releasing Shipper Contract No.

Releasing Shipper Rate Schedule

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Regulation

Transportation Path:

Replacement Shipper's Maximum Daily Quantity (Dt)

Primary Receipt Point(s) (if applicable): [Quantity (Dth/D)]

Primary Delivery Point(s) (if applicable): [Quantity (Dth/D)]

Permanent or Temporary Release

Conditions of Recall _____

Term of Release

Begin _____ End _____

Reservation Charge (including applicable surcharges)] [INSTRUCTIONS: Include such items as applicable to reflect the provisions of the capacity release award to Shipper.]

Other Conditions: [INSTRUCTIONS: Placement on page, number of pages, underlining, paragraph numbering, format and capitalization may vary. 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. 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.]