



November 30, 2022

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-_____
Negotiated Rate Agreement

Dear Ms. Bose:

Pursuant to Paragraph 54 and Ordering Paragraph (J) of the Order Issuing Certificates and Approving Abandonment issued on June 1, 2021 in Docket Nos. CP20-68-000 and CP20-70-000 ("Certificate Order"),¹ Gulf Run Transmission, LLC ("Gulf Run")² hereby electronically submits for filing with the Federal Energy Regulatory Commission ("Commission"), as part of its FERC NGA Gas Tariff, Original Volume No. 1 ("Tariff"), the tariff records listed in Appendix A, to be effective on January 1, 2023.

STATEMENT OF NATURE, REASONS, AND BASIS

On June 1, 2021, the Commission issued the Certificate Order for Gulf Run's proposed pipeline and ancillary facilities and Enable Gas Transmission, LLC's ("EGT") 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.³ On November 18, 2022, the Commission accepted Gulf Run's baseline electronic Original Volume No. 1 Tariff, to be effective December 15, 2022, or the date the Project goes into service.⁴

Gulf Run submits herein the tariff records pursuant to Paragraph 54 and Ordering Paragraph (J) of the Certificate Order and Section 20 of the General Terms and Conditions of its Tariff to reflect a negotiated rate transaction that it has entered into with Golden Pass LNG Terminal, LLC ("Golden Pass") for firm transportation service under Rate Schedule FTS. The Negotiated Rates tariff record filed herein identifies and describes the applicable negotiated rate transaction, including the exact legal name of Golden Pass, the negotiated rate, the type of service, the receipt point(s) and delivery point(s) applicable to the service, the quantity of gas to be transported, and any other charges.⁵ The negotiated rate agreement does not deviate in any material respect from the Form of Service Agreement for service under Rate Schedule FTS included in the Tariff.

¹ 175 FERC ¶ 61,183 (2021).

² On October 12, 2022, Gulf Run's corporate name changed from Enable Gulf Run Transmission, LLC to Gulf Run Transmission, LLC.

³ See Certificate Order.

⁴ Enable Gulf Run Transmission, LLC, Docket No. RP23-166-000 (Nov. 18, 2022) (letter order).

⁵ *Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines*, 74 FERC ¶ 61,076, *order denying requests for reh'g and clarification*, 75 FERC ¶ 61,024 (1996); *Natural Gas Pipeline Negotiated Rate Policies and Practices*, 104 FERC ¶ 61,134 (2003), *order on reh'g and clarification*, 114 FERC ¶ 61,042 (2006) ("Negotiated Rate Policy Statement"). The Negotiated Rate Policy Statement requires that when a pipeline enters into a negotiated rate service agreement with a customer, the pipeline must file either the contract or a tariff sheet describing the negotiated rate for acceptance with the Commission.

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 herewith be accepted effective January 1, 2023. Gulf Run respectfully requests the Commission grant any waivers of its Regulations that it deems necessary to accept this filing and allow the proposed tariff records in this filing to become effective on January 1, 2023, the effective date of Golden Pass's firm service agreement.

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 with Appendix A in PDF format
- A clean copy of the proposed tariff records in PDF format for publishing in eLibrary
- A marked version of the proposed tariff changes in PDF format
- A copy of the complete filing in PDF format for publishing in eLibrary

COMMUNICATIONS, PLEADING 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 the following:

Michael T. Langston⁶
Vice President
Chief Regulatory Officer
Gulf Run Transmission, LLC
1300 Main Street
Houston, TX 77002
(713) 989-7610
(713) 989-1205 (Fax)
michael.langston@energytransfer.com

Jonathan F. Christian⁶
Assistant General Counsel
Gulf Run Transmission, LLC
1300 Main St.
Houston, TX 77002
(713) 989-2795
(713) 989-1212 (Fax)
jonathan.christian@energytransfer.com

Lawrence J. Biediger^{6 7}
Sr. Director, Rates and Regulatory Affairs
Gulf Run Transmission, LLC
1300 Main Street
Houston, TX 77002
(713) 989-7670
(713) 989-1205 (Fax)
larry.biediger@energytransfer.com

⁶ 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.

⁷ 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 Gulf Run'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. Gulf Run has posted this filing on its Internet website accessible via <https://pipelines.energytransfer.com/ipost/GR> 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,

GULF RUN TRANSMISSION, LLC

/s/ Lawrence J. Biediger

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

**GULF RUN TRANSMISSION, LLC
FERC NGA Gas Tariff
Original Volume No. 1**

Proposed to be effective January 1, 2023

<u>Version</u>	<u>Description</u>	<u>Title</u>
1.0.0	Part IV	Currently Effective Rates
0.0.0	Negotiated Rates	Currently Effective Rates

PART IV
CURRENTLY EFFECTIVE RATES

Rate Schedule FTS	Currently Effective Rates
Rate Schedule ITS	Currently Effective Rates
Rate Schedule PALS	Currently Effective Rates
Rate Schedule PS	Currently Effective Rates
Additional Charges	
and Surcharges	Currently Effective Rates
Negotiated Rates	Currently Effective Rates

Currently Effective Rates
 Negotiated Rates

<u>Shipper</u>	<u>Rate Schedule</u>	<u>Negotiated Rates</u>	<u>Quantity</u>	<u>Point(s) of Receipt</u>	<u>Point(s) of Delivery</u>	<u>Term</u>
Golden Pass LNG Terminal LLC	FTS	(1)	(2)	(3)	(4)	(5)

These negotiated rate agreements do not deviate in any material respect from the Form of Service Agreement in the Tariff.

- (1) Daily Reservation Rate: \$0.0287/Dth
 Commodity Rate: \$0.0100/Dth
 Transporter's Use: 1.0% fixed
 Authorized Overrun Rate:
 \$0.125/Dth applicable to all quantities scheduled in excess of the contract MDQ at Shipper's Primary Delivery Point
 \$0.35/Dth applicable to all quantities scheduled for delivery in excess of the contract MDQ (through segmentation or otherwise) at any delivery point other than Shipper's Primary Delivery Point

Most Favored Nations:

Favored Nations Rate: If at any time during the Term of the Agreement Transporter contracts at a negotiated or discounted rate with any firm shipper for capacity on Transporter's facilities which (i) originates at any of the Receipt Points on Line CP and (ii) extends to any Delivery Point south of the Westdale compressor station, for a primary term which is equal to or greater than three (3) years, then to the extent that such rate is lower than the Shipper's Negotiated Rates under the Agreement ("Shipper's Negotiated Rate") for shipments of its MDQ for firm capacity to a delivery point south of the Westdale compressor station (such rate, the "Lower Rate"), Transporter shall offer to reduce Shipper's Negotiated Rate to a rate equal to the Lower Rate (the "Favored Nations Rate") by written notice to Shipper within ten (10) days of executing any such contract, and Shipper shall inform Transporter whether it wishes to exercise such right within ten (10) days of its receipt of such notice from Transporter; provided, however, if Shipper does not provide Transporter any notice within such ten (10) day-period, Shipper shall be deemed to have exercised such right and accepted the Favored Nations Rate.

Application of Favored Nations Rate: The Favored Nations Rate shall only be effective for the same term and the MDQ as to which the Lower Rate is applicable, if Shipper elects to receive service under the Agreement at such Favored Nations Rate. Transporter shall not be required to offer any Lower Rate to Shipper that (i) applies to any contract with Shipper or any of Shipper's subsidiaries; (ii) applies to any contract with power generators, industrial users (other than liquefied natural gas terminals), or local distribution companies for deliveries to their primary points on Transporter (not including any primary points at an interconnection point between Transporter and another pipeline); or (iii) results from the temporary assignment or release of firm capacity by Shipper that applies to a contract with a power generator, industrial user or local distribution company for delivery by Transporter to a primary point that is at an interconnection with another pipeline. For purposes of determining whether the rate offered to any firm shipper is a Lower Rate, Transporter shall compare on a 100% Load Factor Basis all of the reservation and commodity rates, charges, and surcharges that are applicable to such firm shipper with the same rate components of Shipper's Negotiated Rate. "100% Load Factor Basis" means the sum of the

applicable daily rates, charges and surcharges; provided, however, if any rate, charge or surcharge applicable to either Shipper or such firm shipper is stated as a monthly reservation fee, the daily equivalent of such monthly reservation fee shall be determined by multiplying (A) the monthly reservation fee, times (B) twelve (12), and dividing the product by three-hundred and sixty-five (365).

Enhanced MDRO: If at any time during the Term of the Agreement Transporter contracts with any firm shipper for capacity on Transporter's facilities with an Enhanced MDRO, as defined in the Tariff, greater than or equal to 2.5 times the Shipper's MDQ, then Shipper's Daily Reservation Rate hereunder shall be reduced by \$0.0100/Dth.

(2) 1,100,000 Dth/day

(3) Primary Receipt Point(s):

Carthage Receipt Area	940,000 MDRO
Markwest East TX CP (Meter No. 220050)	60,000 Dth/D
Eastrans DCP Carthage CP (Meter No. 220015)	30,000 Dth/D
Midcoast DD to CP (Meter No. 220020)	50,000 Dth/D
Azure Midstream Energy (Meter No. 822320)	130,000 Dth/D
Marlin Midstream (Meter No. 220025)	30,000 Dth/D
EMP Waskom Plant ST-21 (Meter No. 220040)	90,000 Dth/D
Gemini Panola (Meter No. 291010)	550,000 Dth/D
Haynesville West Receipt Area	940,000 MDRO
Regency @ Logansport (Meter No. 822072)	200,000 Dth/D
State Line Gath/Momentu (Meter No. 822070)	100,000 Dth/D
Magnolia Gas - Keatchie (Meter No. 822040)	340,000 Dth/D
TGG @ Desoto (Meter No. 220090)	100,000 Dth/D
CHK/LAMID-Mansfield (Meter No. 822050)	150,000 Dth/D
Kinderhawk - Line CP IC (Meter No. 220325)	50,000 Dth/D
Haynesville East Receipt Area	940,000 MDRO
Clear Lake CP IC (Meter No. 822062)	250,000 Dth/D
Acadian Red River CP (Meter No. 15007)	90,000 Dth/D
Bistineau Whiskey Bay (Meter No. 822080)	250,000 Dth/D
Magnolia CP IC (Meter No. 822064)	350,000 Dth/D
Perryville Receipt Area	750,000 MDRO
CGT CP REC (Meter No. 220030)	350,000 Dth/D
Enable EGT to GR (Meter No. 291856)	200,000 Dth/D
KN-MEP Header Rec (Meter No. 2201)	200,000 Dth/D

(4) Primary Delivery Point(s):
 Golden Pass Pipeline (Meter No. 808311) 1,100,000 Dth/D

(5) January 1, 2023 - June 30, 2023

MARKED VERSION

PART IV
CURRENTLY EFFECTIVE RATES

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Application of Favored Nations Rate: The Favored Nations Rate shall only be
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Rate. Transporter shall not be required to offer any Lower Rate to Shipper that
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applies to any contract with power generators, industrial users (other than
liquefied natural gas terminals), or local distribution companies for deliveries
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interconnection point between Transporter and another pipeline); or (iii) results
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of Shipper's Negotiated Rate. "100% Load Factor Basis" means the sum of the

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(5) January 1, 2023 - June 30, 2023