



December 21, 2022

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

Re: Enable Mississippi River Transmission, LLC
Docket No. RP23-
Third Party Capacity Updates

Dear Ms. Bose:

Enable Mississippi River Transmission, LLC ("MRT") submits herewith for filing with the Federal Energy Regulatory Commission ("Commission") the following tariff record to its FERC NGA Gas Tariff, Seventh Revised Volume No. 1 ("Tariff"), proposed to become effective January 21, 2023.

<u>Version</u>	<u>Description</u>	<u>Title</u>
1.0.0	GT&C Section 36.	Third Party Pipeline Capacity

STATEMENT OF NATURE, REASONS, AND BASIS

The purpose of this filing is to amend the third party capacity provisions included in MRT's Tariff, General Terms and Conditions ("GT&C") Section 36.1. MRT proposes to revise the third party capacity language to provide that in instances where MRT acquires and uses third party capacity for the benefit of a specific customer, then such customer will pay an additional amount not to exceed the charge MRT is obligated to pay the third party for such capacity to be used for the customer's benefit. Recovering the cost of the third party capacity in this manner would provide customers additional flexibility in contracting for service whereby MRT and customer could mutually agree to have MRT contract for the third party capacity and use such third party capacity to provide services for that customer.

MRT's proposal is consistent with Commission precedent on this matter allowing a service provider to contract for third party capacity at the request of its customers and to collect from such customers the provider's rate along with an additional amount not to exceed the charges the company is obligated to pay the third parties for the requested third party capacity.¹ In particular, the Commission found in *Tennessee Gas* that the third party capacity "tariff provisions recognize that when

¹ *ANR Storage Co.*, Docket No. RP06-421-000, Letter Order (issued Jul. 19, 2006) (Commission approved tariff language for "ANR to contract for off-system capacity with third parties at the request of its customers and to collect from such customers ANR's rate along with an additional amount not to exceed the charges it is obligated to pay the third parties for the requested off-system capacity"). See also, e.g., *Portland Natural Gas Transmission System*, Docket No. RP03-530-000, Letter Order (issued Jul. 25, 2003) (same holding); *Gas Transmission Northwest Corp.*, Docket No. RP05-355-000, Letter Order (issued Jun. 21, 2005) (same holding); *Wyoming Interstate Co., Ltd.*, 120 FERC ¶ 61,162 (2007) (same holding); *Stagecoach Pipeline & Storage Co. LLC*, Docket No. RP21-397-000, Letter Order (issued Feb. 10, 2021) (same holding); *Trunkline Gas Company, LLC*, Letter Order (issued Oct. 4, 2022) (same holding).

a pipeline and shipper agree, a pipeline can provide a valuable service to the shipper by arranging for transportation of the shipper's gas to or from the pipeline" and that "charges incurred by the pipeline for this service are properly passed along to the shipper."²

IMPLEMENTATION AND WAIVER REQUEST

Pursuant to Section 154.7(a)(9) of the Commission's Regulations, MRT requests that the proposed tariff record submitted herewith become effective January 21, 2023. MRT respectfully requests the Commission grant any waivers of its Regulations that it deems necessary to accept this filing and allow the proposed tariff record in this filing to become effective on January 21, 2023.

CONTENTS OF THE FILING

This filing is made in electronic format in compliance with Section 154.4 of the Commission's Regulations. The proposed tariff record in RTF format with metadata attached is being submitted as part of an XML filing package containing the following:

- . A transmittal letter in PDF format
- . A clean copy of the proposed tariff 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, PLEADINGS AND ORDERS

MRT 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:

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

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

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Lawrence J. Biediger ^{3 4}

Sr. Director, Rates and Regulatory Affairs
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(713) 989-1205 (Fax)
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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 MRT'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. MRT has posted this filing on its Internet web site accessible via <https://pipelines.energytransfer.com/ipost/MRT> 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, and the contents are true as stated, to the best of his knowledge and belief, and possesses full power and authority to sign such filing.

Respectfully submitted,

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

/s/ Lawrence J. Biediger

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

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

GENERAL TERMS AND CONDITIONS

36. THIRD PARTY PIPELINE CAPACITY

- 36.1 MRT, from time to time, may contract in its own name to acquire and utilize capacity on a third party system. Any services provided to Customers using such capacity shall be provided pursuant and subject to the applicable provisions of MRT's tariff, including the applicable rates, as on file and in effect from time to time. The "shipper must have title" policy is waived to permit MRT to utilize such capacity to provide services to its Customers. Any restrictions or limitations on renewal, extension or other rights applicable to such third party capacity which are provided for under the third party's applicable tariff or regulations also shall apply to the service rendered by MRT to its Customers by means of such capacity.

If Customer and MRT mutually agree that MRT shall provide service to Customer for its benefit using capacity that MRT has contracted for with third party(ies) pursuant to this Section 36.1, then Customer shall pay MRT, in addition to any applicable rates and charges pursuant to MRT's tariff, an amount up to the charges MRT is obligated to pay such third party(ies). Such third party charges may include, but are not limited to, reservation and/or usage charges and surcharges, fuel and power charges or retention, compression fees, balancing or storage fees, measurement fees, processing fees, and/or facility charges. Such third party charges shall be set forth as separate items on billings rendered to Customer.

Any third party pipeline capacity acquired by MRT for the benefit of a Customer which is not used by such Customer, shall be offered to MRT's other Customers pursuant to MRT's tariff and be subject to MRT's approved rates, as such tariff and rates may change from time to time, as well as any applicable charges MRT is obligated to pay third party(ies) for such capacity. MRT will indicate in its posting of any third party capacity available for service, whether third party charges will apply to the use of such third party capacity.

- 36.2 If MRT has agreed with a third party service provider to a rate that is only applicable to certain receipt and delivery points and/or quantities, any Customers seeking to use such points and/or quantities not covered by the agreement shall be responsible for any higher rates and all charges resulting from such utilization.

MARKED VERSION

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