



Texas Eastern Transmission, LP
5400 Westheimer Court
Houston, Texas 77056

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January 29, 2021

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426

Re: *Texas Eastern Transmission, LP*, Docket No. RP21-____-000

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act¹ and Section 154.204 of the regulations of the Federal Energy Regulatory Commission (“Commission”) promulgated thereunder,² Texas Eastern Transmission, LP (“Texas Eastern”) hereby submits for filing as part of its FERC Gas Tariff, Statements of Negotiated Rates (“Statements of Negotiated Rates”), the tariff record listed in Appendix A to be effective on February 1, 2021.

STATEMENT OF NATURE, REASONS AND BASIS

Texas Eastern is making this filing pursuant to Section 29 of the General Terms and Conditions of Texas Eastern’s FERC Gas Tariff, Eighth Revised Volume No. 1 (“Tariff”), in order to reflect a negotiated rate transaction that it has entered into with Eco-Energy Natural Gas, LLC (“Eco-Energy”) for firm transportation service under Rate Schedule FT-1 (Lebanon Extension Project Facilities). The tariff record identifies and describes the negotiated rate transaction, including the exact legal name of the shipper, the negotiated rate, the rate schedule, the contract term, and the contract quantities. Eco-Energy acquired the capacity as a result of a release of capacity for the period from February 1, 2021, through and including February 28, 2021, by Gulfport Energy Corporation (“Gulfport”) of capacity under its FT-1 (Lebanon Extension Project Facilities) service agreement to which the negotiated rate agreement set forth in Section 53 of the Statements of Negotiated Rates is applicable. Texas Eastern has entered into a negotiated rate agreement with Eco-Energy to reflect Gulfport’s negotiated usage and fuel rates that were passed through to Spotlight pursuant to the provisions of Section 29.5(C) of the General Terms and Conditions of the Tariff.

PROPOSED EFFECTIVE DATE

Texas Eastern proposes an effective date of February 1, 2021 for the tariff record filed herein. Texas Eastern respectfully requests a waiver of the notice requirements contained in Section 154.207 of the Commission’s regulations, 18 C.F.R. § 154.207, and any other waivers that

¹ 15 U.S.C. § 717c (2018).

² 18 C.F.R. § 154.204 (2020).

may be required for the Commission to accept the tariff record filed herein to become effective as proposed.

IMPLEMENTATION

Pursuant to Section 154.7(a)(9) of the Commission's regulations, 18 C.F.R. § 154.7(a)(9), Texas Eastern files this motion to place the revised tariff record filed herein into effect at the expiration of any suspension period set by the Commission, provided that the tariff changes are approved as filed and without condition. In the event the tariff record filed herewith is not approved as filed and without condition, Texas Eastern reserves the right to file a motion at a later date to place such tariff record into effect.

COMPLIANCE WITH REGULATIONS

In compliance with Section 154.4(c) of the Commission's regulations, 18 C.F.R. § 154.4(c), all contents of this filing are being submitted as part of an XML filing package in conformance with the Secretary of the Commission's instructions.

In compliance with Section 154.201(a) of the Commission's regulations, 18 C.F.R. § 154.201(a), a marked version of the proposed tariff record showing additions to and deletions from the currently effective tariff record is attached.

Copies of this filing are being posted in accordance with Section 154.207 of the Commission's regulations, 18 C.F.R. § 154.207. In accordance with Section 154.208 of the Commission's regulations, 18 C.F.R. § 154.208, copies of this filing are being served electronically on Texas Eastern's customers and interested state commissions. A paper copy of this filing may only be served if a customer or state commission has been granted a waiver of electronic service pursuant to Part 390 of the Commission's regulations, 18 C.F.R. Pt. 390.

CORRESPONDENCE AND COMMUNICATION

All correspondence and communications regarding this filing should be addressed to the following:

* Berk Donaldson, Director, Regulatory
Texas Eastern Transmission, LP
P. O. Box 1642
Houston, TX 77251-1642
Phone: (713) 627-4488
Email: Berk.Donaldson@enbridge.com

and

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* Jennifer Rinker, Associate General Counsel, Northeast
& FERC Chief Compliance Officer
Texas Eastern Transmission, LP
P. O. Box 1642
Houston, TX 77251-1642
Phone: (713) 627-5221
Email: Jennifer.Rinker@enbridge.com

* Parties to be designated on the Commission's Official Service List.

Please contact the undersigned at (713) 627-4488 with any questions regarding this filing.

Respectfully submitted,

/s/ Berk Donaldson

Berk Donaldson, Director
Regulatory

Enclosures

TEXAS EASTERN TRANSMISSION, LP

APPENDIX A

STATEMENTS OF NEGOTIATED RATES

<u>Version</u>	<u>Section (Description & Title)</u>
9.0.0	53.1 Eco-Energy - contract 8968710

STATEMENT OF NEGOTIATED RATES 1/ 2/ 3/ 4/

Customer Name: ECO-ENERGY NATURAL GAS, LLC

Service Agreement: 8968710

Term of Negotiated Rate: The term of this Negotiated Rate Agreement commences on 02/01/2021 and continues until and including 02/28/2021 ("Negotiated Rate Term").

Primary Receipt Point(s): 79975 - UNIONTOWN WEST - MDRO 100000

Primary Delivery Point(s): 74215 - TEXAS GAS TRANSMISSION LLC - LEBANON, OH - MDDO 100000

Rate Schedule: FT-1 (Lebanon Extension Project Facilities)

MDQ: 100000 Dth/d

Reservation Rate: Customer shall pay a reservation rate as determined pursuant to the capacity release processes set forth in Section 3.14 of the General Terms and Conditions of Pipeline's FERC Gas Tariff, per Dth, per day ("Reservation Rate") of Customer's MDQ under the Service Agreement specified above during the Negotiated Rate Term.

Usage Rate: During the term of this Negotiated Rate Agreement, Customer shall pay a Usage-1 charge equal to the applicable, Commission-approved, Rate Schedule FT-1 (Lebanon Extension Project Facilities) maximum recourse Usage-1 charge, which rate may change from time to time, including on a periodic basis in connection with Pipeline's ASA mechanism pursuant to Section 15 of the General Terms and Conditions of Pipeline's Tariff, multiplied by the quantity of gas, in Dekatherms, delivered during the applicable Day; provided that, the Usage-1 Charge shall be equal to the Rate Schedule FT-1 (Lebanon Extension Project Facilities) maximum recourse Usage-1 charge proposed by Pipeline in its certificate application filed in Docket No. CP16-3-000 (for clarity, \$0.00), as may be adjusted on a periodic basis in connection with Pipeline's ASA mechanism pursuant to Section 15 of the General Terms and Conditions of Pipeline's Tariff, multiplied by the quantity of gas, in Dekatherms, delivered during the applicable Day, until the date that revised Rate Schedule FT-1 (Lebanon Extension Project Facilities) Usage-1 maximum recourse rates go into effect as a result of Pipeline filing a general NGA Section 4 rate proceeding after the Service Commencement Date.

Fuel: During the term of this Negotiated Rate Agreement, Customer shall pay the incremental recourse Applicable Shrinkage Percentage (including Lost and Unaccounted For Gas) applicable to service under Rate Schedule FT-1 (Lebanon Extension Project Facilities) as effective from time to time under Pipeline's Applicable Shrinkage Adjustment ("ASA") mechanism and shall pay Pipeline for all fuel related surcharges, and Pipeline agrees to credit Customer for all fuel related credits, pursuant to Pipeline's ASA and electric power cost ("EPC") tracker mechanisms applicable to the Service Agreement.

Footnotes:

1/ This Negotiated Rate Agreement is part of a conforming Service Agreement.

2/ This Negotiated Rate Agreement shall apply only to service under Contract No. 8968710 using the primary points designated herein and secondary points available to this Service Agreement in accordance with Pipeline's FERC Gas Tariff provided if Customer changes any of the primary points listed above (or the MDROs or MDDOs associated with such points), pursuant to the provisions of the Pipeline's FERC Gas Tariff, Pipeline shall have the option to terminate this Negotiated Rate Agreement by providing Customer with written notice of Pipeline's intent to terminate this Negotiated Rate Agreement and, in such case, this Negotiated Rate Agreement shall terminate effective upon such written notice by Pipeline and thereafter Pipeline's maximum recourse rate(s) for Rate Schedule FT-1 (Lebanon Extension Project Facilities) service shall apply for the remaining term of the Service Agreement, unless and until otherwise agreed in writing between Customer and Pipeline.

3/ During the term of this Negotiated Rate Agreement, Customer agrees to pay the applicable Annual Charge Adjustment ("ACA") surcharge. Customer also agrees to pay any surcharge or other charge pursuant to any FERC approved cost recovery mechanism of general applicability implemented in a generic proceeding or in a Pipeline specific proceeding, or any other recovery mechanism approved by FERC for the recovery of any direct or indirect costs of any kind not reflected in Pipeline's FERC approved Rate Schedule FT-1 (Lebanon Extension Project Facilities) rates, including but not limited to such costs related to pipeline safety or environmental compliance costs associated with Pipeline's operations.

4/ Pipeline and Customer agree that Customer will be eligible to receive reservation charge adjustments under this negotiated rate in accordance with GT&C Section 31 of Pipeline's FERC Gas Tariff.

~~STATEMENT OF NEGOTIATED RATES 1/ 2/ 3/ 4/~~

~~Customer Name: ECO ENERGY NATURAL GAS, LLC~~

~~Service Agreement: 8968322~~

~~Term of Negotiated Rate: The term of this Negotiated Rate Agreement commences on 01/01/2021 and continues until and including 01/31/2021 ("Negotiated Rate Term").~~

~~Primary Receipt Point(s): 79975—UNIONTOWN WEST—MDRO 100000~~

~~Primary Delivery Point(s): 74215—TEXAS GAS TRANSMISSION LLC —LEBANON, OH—MDDO 100000~~

~~Rate Schedule: FT-1 (Lebanon Extension Project Facilities)~~

~~MDQ: 100000 Dth/d~~

~~Reservation Rate: Customer shall pay a reservation rate as determined pursuant to the capacity release processes set forth in Section 3.14 of the General Terms and Conditions of Pipeline's FERC Gas Tariff, per Dth, per day ("Reservation Rate") of Customer's MDQ under the Service Agreement specified above during the Negotiated Rate Term.~~

~~Usage Rate: During the term of this Negotiated Rate Agreement, Customer shall pay a Usage 1 charge equal to the applicable, Commission approved, Rate Schedule FT-1 (Lebanon Extension Project Facilities) maximum recourse Usage 1 charge, which rate may change from time to time, including on a periodic basis in connection with Pipeline's ASA mechanism pursuant to Section 15 of the General Terms and Conditions of Pipeline's Tariff, multiplied by the quantity of gas, in Dekatherms, delivered during the applicable Day; provided that, the Usage 1 Charge shall be equal to the Rate Schedule FT-1 (Lebanon Extension Project Facilities) maximum recourse Usage 1 charge proposed by Pipeline in its certificate application filed in Docket No. CP16-3-000 (for clarity, \$0.00), as may be adjusted on a periodic basis in connection with Pipeline's ASA mechanism pursuant to Section 15 of the General Terms and Conditions of Pipeline's Tariff, multiplied by the quantity of gas, in Dekatherms, delivered during the applicable Day, until the date that revised Rate Schedule FT-1 (Lebanon Extension Project Facilities) Usage 1 maximum recourse rates go into effect as a result of Pipeline~~

~~filing a general NGA Section 4 rate proceeding after the Service Commencement Date.~~

~~Fuel: During the term of this Negotiated Rate Agreement, Customer shall pay the incremental recourse Applicable Shrinkage Percentage (including Lost and Unaccounted For Gas) applicable to service under Rate Schedule FT-1 (Lebanon Extension Project Facilities) as effective from time to time under Pipeline's Applicable Shrinkage Adjustment ("ASA") mechanism and shall pay Pipeline for all fuel related surcharges, and Pipeline agrees to credit Customer for all fuel related credits, pursuant to Pipeline's ASA and electric power cost ("EPC") tracker mechanisms applicable to the Service Agreement.~~

~~Footnotes:~~

~~1/ This Negotiated Rate Agreement is part of a conforming Service Agreement.~~

~~2/ This Negotiated Rate Agreement shall apply only to service under Contract No. 8968322 using the primary points designated herein and secondary points available to this Service Agreement in accordance with Pipeline's FERC Gas Tariff provided if Customer changes any of the primary points listed above (or the MDROs or MDDOs associated with such points), pursuant to the provisions of the Pipeline's FERC Gas Tariff, Pipeline shall have the option to terminate this Negotiated Rate Agreement by providing Customer with written notice of Pipeline's intent to terminate this Negotiated Rate Agreement and, in such case, this Negotiated Rate Agreement shall terminate effective upon such written notice by Pipeline and thereafter Pipeline's maximum recourse rate(s) for Rate Schedule FT-1~~

~~(Lebanon Extension Project Facilities) service shall apply for the remaining term of the~~

~~Service Agreement, unless and until otherwise agreed in writing between Customer and Pipeline.~~

~~3/ During the term of this Negotiated Rate Agreement, Customer agrees to pay the applicable Annual Charge Adjustment ("ACA") surcharge. Customer also agrees to pay any surcharge or other charge pursuant to any FERC approved cost recovery mechanism of general applicability implemented in a generic proceeding or in a Pipeline specific proceeding, or any other recovery mechanism approved by FERC for the recovery of any direct or indirect costs of any kind not reflected in Pipeline's FERC approved Rate Schedule FT-1 (Lebanon Extension Project Facilities) rates, including but not limited to such costs related to pipeline safety or environmental compliance costs associated with Pipeline's operations.~~

~~4/ Pipeline and Customer agree that Customer will be eligible to receive reservation charge adjustments under this negotiated rate in accordance with GT&C Section 31 of Pipeline's FERC Gas Tariff. STATEMENT OF NEGOTIATED RATES 1/ 2/ 3/ 4/~~

Customer Name: ECO-ENERGY NATURAL GAS, LLC

Service Agreement: 8968710

Term of Negotiated Rate: The term of this Negotiated Rate Agreement commences on 02/01/2021 and continues until and including 02/28/2021 ("Negotiated Rate Term").

Primary Receipt Point(s): 79975 - UNIONTOWN WEST - MDRO 100000

Primary Delivery Point(s): 74215 - TEXAS GAS TRANSMISSION LLC - LEBANON, OH - MDDO 100000

Rate Schedule: FT-1 (Lebanon Extension Project Facilities)

MDQ: 100000 Dth/d

Reservation Rate: Customer shall pay a reservation rate as determined pursuant to the capacity release processes set forth in Section 3.14 of the General Terms and Conditions of Pipeline's FERC Gas Tariff, per Dth, per day ("Reservation Rate") of Customer's MDQ under the Service Agreement specified above during the Negotiated Rate Term.

Usage Rate: During the term of this Negotiated Rate Agreement, Customer shall pay a Usage-1 charge equal to the applicable, Commission-approved, Rate Schedule FT-1 (Lebanon Extension Project Facilities) maximum recourse Usage-1 charge, which rate may change from time to time, including on a periodic basis in connection with Pipeline's ASA mechanism pursuant to Section 15 of the General Terms and Conditions of Pipeline's Tariff, multiplied by the quantity of gas, in Dekatherms, delivered during the applicable Day; provided that, the Usage-1 Charge shall be equal to the Rate Schedule FT-1 (Lebanon Extension Project Facilities) maximum recourse Usage-1 charge proposed by Pipeline in its certificate application filed in Docket No. CP16-3-000 (for clarity, \$0.00), as may be adjusted on a periodic basis in connection with Pipeline's ASA mechanism pursuant to Section 15 of the General Terms and Conditions of Pipeline's Tariff, multiplied by the quantity of gas, in Dekatherms, delivered during the applicable Day, until the date that revised Rate Schedule FT-1 (Lebanon Extension Project Facilities) Usage-1 maximum recourse rates go into effect as a result of Pipeline filing a general NGA Section 4 rate proceeding after the Service Commencement Date.

Fuel: During the term of this Negotiated Rate Agreement, Customer shall pay the incremental recourse Applicable Shrinkage Percentage (including Lost and Unaccounted For Gas) applicable to service under Rate Schedule FT-1 (Lebanon Extension Project Facilities) as

effective from time to time under Pipeline's Applicable Shrinkage Adjustment ("ASA") mechanism and shall pay Pipeline for all fuel related surcharges, and Pipeline agrees to credit Customer for all fuel related credits, pursuant to Pipeline's ASA and electric power cost ("EPC") tracker mechanisms applicable to the Service Agreement.

Footnotes:

1/ This Negotiated Rate Agreement is part of a conforming Service Agreement.

2/ This Negotiated Rate Agreement shall apply only to service under Contract No. 8968710 using the primary points designated herein and secondary points available to this Service Agreement in accordance with Pipeline's FERC Gas Tariff provided if Customer changes any of the primary points listed above (or the MDROs or MDDOs associated with such points), pursuant to the provisions of the Pipeline's FERC Gas Tariff, Pipeline shall have the option to terminate this Negotiated Rate Agreement by providing Customer with written notice of Pipeline's intent to terminate this Negotiated Rate Agreement and, in such case, this Negotiated Rate Agreement shall terminate effective upon such written notice by Pipeline and thereafter Pipeline's maximum recourse rate(s) for Rate Schedule FT-1 (Lebanon Extension Project Facilities) service shall apply for the remaining term of the Service Agreement, unless and until otherwise agreed in writing between Customer and Pipeline.

3/ During the term of this Negotiated Rate Agreement, Customer agrees to pay the applicable Annual Charge Adjustment ("ACA") surcharge. Customer also agrees to pay any surcharge or other charge pursuant to any FERC approved cost recovery mechanism of general applicability implemented in a generic proceeding or in a Pipeline specific proceeding, or any other recovery mechanism approved by FERC for the recovery of any direct or indirect costs of any kind not reflected in Pipeline's FERC approved Rate Schedule FT-1 (Lebanon Extension Project Facilities) rates, including but not limited to such costs related to pipeline safety or environmental compliance costs associated with Pipeline's operations.

4/ Pipeline and Customer agree that Customer will be eligible to receive reservation charge adjustments under this negotiated rate in accordance with GT&C Section 31 of Pipeline's FERC Gas Tariff.

CERTIFICATE OF SERVICE

I hereby certify that I have electronically served the foregoing document upon customers of Texas Eastern Transmission, LP and interested state commissions that have requested electronic service.

Dated at Houston, Texas this 29th day of January, 2021.

/s/ Gina Gray

Gina Gray
On behalf of
Texas Eastern Transmission, LP