



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

Mailing Address:  
P.O. Box 1642  
Houston, TX 77251-1642

713.627.5400 main

September 22, 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  
Middlesex Extension Project, Docket No. CP20-30-000  
Compliance Filing – Negotiated Rates Agreement

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act<sup>1</sup> and Section 154.203 of the regulations of the Federal Energy Regulatory Commission ("Commission") promulgated thereunder,<sup>2</sup> and in compliance with Paragraph 27 of the Order Issuing Certificate issued by the Commission on October 15, 2020, in Docket No. CP20-30-000,<sup>3</sup> 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 September 25, 2021.

## STATEMENT OF NATURE, REASONS AND BASIS

On October 15, 2020, the Commission issued the Certificate Order granting authorization for Texas Eastern to construct and operate pipeline facilities, a new metering and regulating station, and associated facilities in Middlesex County, New Jersey ("Middlesex Extension Project" or "Project"). The Project is designed to provide up to 264,000 dekatherms per day ("Dth/d") of firm natural gas transportation service to interconnections with Transcontinental Gas Pipe Line Company, LLC's ("Transco") mainline system and Transco's existing Woodbridge Lateral for ultimate delivery to the natural gas-fired Woodbridge Energy Center owned by CPV Shore Holdings, LLC ("CPV") in Woodbridge Township, New Jersey. On December 19, 2019, Texas Eastern and CPV entered into a precedent agreement for the full Project design capacity of 264,000 Dth/d for a primary term of 20 years at negotiated rates. Texas Eastern is preparing to place the Middlesex Extension Project facilities into service as early as September 25, 2021, which will enable Texas Eastern to begin providing firm service to CPV.

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 the negotiated rate transaction that it has entered into with CPV for firm transportation under Rate Schedule FT-1 (Middlesex Extension). The tariff record identifies and describes the

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<sup>1</sup> 15 U.S.C. § 717c (2018).

<sup>2</sup> 18 C.F.R. § 154.203 (2020).

<sup>3</sup> *Texas Eastern Transmission, LP*, 173 FERC ¶ 61,072 (2020) ("Certificate Order").

negotiated rate transaction, including the exact legal name of the shipper, the negotiated rates, the rate schedule, the contract term and the contract quantities. The proposed tariff record includes footnotes where necessary to provide further details of the negotiated rate transaction reflected therein.

Texas Eastern has executed a letter agreement with CPV (see Appendix B), which indicates the parties' agreement to the negotiated rate provisions in the *pro forma* Statement of Negotiated Rates attached to the letter agreement. The substantive provisions on the *pro forma* Statement of Negotiated Rates attached to the letter agreement are identical to the provisions in the negotiated rate agreement with CPV in all respects.

### **PROPOSED EFFECTIVE DATE**

Texas Eastern proposes that the tariff record filed herein becomes effective on September 25, 2021. 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 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**

Ms. Kimberly D. Bose, Secretary  
Federal Energy Regulatory Commission  
September 22, 2021  
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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

\* 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**  
**STATEMENTS OF NEGOTIATED RATES**  
**APPENDIX A**

<b><u>Version</u></b>	<b><u>Section (Description &amp; Title)</u></b>
3.0.0	73. CPV - contract 911793

Statement of Negotiated Rates 1/2/3/

Customer Name: CPV Shore Holdings, LLC

Service Agreement: Contract No. 911793

Term of Negotiated Rate: The term of this Negotiated Rate Agreement commences on the Service Commencement Date, as such term is defined in the Precedent Agreement between Texas Eastern Transmission, LP (“Pipeline”) and Customer dated December 19, 2018, and continues for a primary term of twenty (20) years.

Rate Schedule: FT-1 (Middlesex Extension)

MDQ: 264,000 Dth / d

Primary Receipt Point(s):  
Middlesex Extension (Meter No. 79058) – 264,000 Dth/d

Primary Delivery Point(s):  
Transco’s Woodbridge Lateral (Pierson) (Meter No. 73971) – 264,000 Dth/d  
Transco’s Mainline near Woodbridge (Greenway Sands) (Meter No. 73972) – 264,000 Dth/d

Reservation Rate: During the term of this Negotiated Rate Agreement, Customer shall pay a Negotiated Reservation Rate of \$3.0607 per Dth, per month of Customer’s MDQ under Contract No. 911793.

Usage Rate: During the term of this Negotiated Rate Agreement, Customer shall pay the maximum applicable recourse usage rates, as reflected on the currently effective Statement of Rates for Rate Schedule FT-1 (Middlesex Extension) and as described in Section 3 of Rate Schedule FT-1 (Middlesex Extension). Customer shall also pay all other applicable usage charges/surcharges for service under the Service Agreement as specified in Rate Schedule FT-1 (Middlesex Extension).

Fuel: During the term of this Negotiated Rate Agreement, Customer shall pay the recourse Applicable Shrinkage Percentage (including Lost and Unaccounted For Gas) applicable to service under Rate Schedule FT-1 (Middlesex Extension) as effective from time to time under Pipeline’s Applicable Shrinkage Adjustment (“ASA”) mechanism.

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. 911793 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 (Middlesex Extension) 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 for the recovery of any direct or indirect costs of any kind not reflected in Pipeline's FERC approved Rate Schedule FT-1 (Middlesex Extension) rates at the time of execution of this Negotiated Rate Agreement, including but not limited to such costs related to pipeline safety or environmental compliance costs associated with Pipeline's operation.

~~Reserved for Future Use~~ Statement of Negotiated Rates 1/2/3/

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**TEXAS EASTERN TRANSMISSION, LP**

**APPENDIX B**

**NEGOTIATED RATE AGREEMENT**



Texas Eastern Transmission, LP  
5400 Westheimer Court  
Houston, TX 77056-5310  
(713) 627-5400  
713-627-5400 main

July 30, 2021

Morris Meltzer  
Authorized Representative  
CPV Shore Holdings, LLC  
8403 Colesville Road, Suite 915  
Silver Spring, Maryland 20910

Re: Rate Schedule FT-1 (Middlesex Extension) Service Agreement Contract No. 911793

Dear Mr. Meltzer:

Texas Eastern Transmission, LP (“Texas Eastern”) and CPV Shore Holdings, LLC (“Customer”) are implementing a negotiated rate applicable to service under the above-referenced Rate Schedule FT-1 (Middlesex Extension) Service Agreement.

Texas Eastern and Customer hereby agree that the provisions on the attached pro forma tariff sheet reflect the terms of their agreement. After execution of this letter by both Texas Eastern and Customer, Texas Eastern shall file a tariff sheet(s) with the Federal Energy Regulatory Commission containing rate-related provisions identical to those provisions on the attached pro forma tariff sheet(s) in accordance with Section 29 of the General Terms and Conditions of the Texas Eastern tariff.

If the foregoing accurately sets forth your understanding of the matter covered herein, please so indicate by having a duly authorized representative sign in the space provided below and returning an original signed copy to the undersigned.

Sincerely,

**Texas Eastern Transmission, LP**  
By its General Partner  
Spectra Energy Transmission Services, LLC

ACCEPTED AND AGREED TO  
THIS 30<sup>th</sup> DAY OF July 2021

**CPV Shore Holdings, LLC**

Name: Morris Meltzer  
Title: Authorized Representative

Statement of Negotiated Rates 1/2/3/

Customer Name: CPV Shore Holdings, LLC

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**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 22nd day of September, 2021.

*/s/ Gina Gray*  
\_\_\_\_\_  
Gina Gray  
On behalf of  
Texas Eastern Transmission, LP