

150 FERC ¶ 61,167
FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, D.C. 20426

March 4, 2015

In Reply Refer To:
Trailblazer Pipeline Company LLC
Docket Nos. RP15-106-001
RP15-106-002

Trailblazer Pipeline Company LLC
370 Van Gordon St.
Lakewood, CO 80228

Attention: David Haag

Dear Mr. Haag:

1. On December 17, 2014, Trailblazer Pipeline Company LLC (Trailblazer) submitted a compliance filing in response to the Commission's November Order.¹ The Commission finds that Trailblazer's compliance filing satisfies the conditions of the November Order.
2. The Commission's November Order accepted and suspended Trailblazer's proposed tariff records to be effective November 1, 2014, subject to the conditions specified. The Commission directed Trailblazer to submit more information related to a non-conforming contract with Tenaska Marketing Ventures (Tenaska Agreement) that defined the shipper's maximum daily quantity in terms of "the difference between Operating Capacity and 743,763 Dth/day..."² In addition, the November Order required Trailblazer to remove from two agreements with Concord Energy LLC (Concord Agreements) non-conforming language related to the use of secondary points.

¹ *Trailblazer Pipeline Co. LLC*, 149 FERC ¶ 61,176 (2014) (November Order).

² The Tenaska agreement explains that the "[e]ffective MDQ is defined as the volumetric difference between the Operating Capacity and 743,763 Dth for any day in the contract term." Tenaska Agreement, Contract No. 948205, Negotiated Rate Agreement – FTS, § 1.4.

3. In its compliance filing, Trailblazer removed the non-conforming language from the Concord Agreements, and added new language to the fill-in-the-blank spaces contained in Exhibits A and B of its *pro forma* FTS service agreement related to the use of secondary points. Regarding the Tenaska Agreement, Trailblazer explains that it based the shipper's maximum daily quantity upon available operating capacity due to a *force majeure* event which has limited operating capacity on segment 40 of its pipeline to 758,000 Dth/day. Accordingly, Trailblazer states the non-conforming term is necessary to ensure that Trailblazer could offer its available firm capacity (i.e., capacity above 743,763 Dth/day) without affecting its current firm shippers. Trailblazer states that it is able and willing to offer similar terms regarding contract demand to other similarly situated shippers on a non-discriminatory basis, and, as requested by the November Order, Trailblazer also submitted a redline version of the agreement identifying the non-conforming terms.

4. Public notice of Trailblazer's compliance filing was issued on December 18, 2014. Interventions and protests were due as provided in section 154.210 of the Commission's regulations (18 C.F.R. § 154.210 (2014)). Pursuant to Rule 214 (18 C.F.R. § 385.214 (2014)), all timely filed motions to intervene and any unopposed motions to intervene out-of-time filed before the issuance date of this order are granted. Granting late intervention at this stage of the proceeding will not disrupt the proceeding or place additional burdens on existing parties. No protests or adverse comments were filed. Concord filed comments supporting the filing.

5. The Commission finds that Trailblazer's compliance filing satisfies the conditions of the November Order. Based upon the additional information provided by Trailblazer, the Commission finds that the non-conforming term in the Tenaska Agreement which sets the shipper's maximum daily quantity based upon available operational capacity is a permissible material deviation. The ongoing *force majeure* event on segment 40 of Trailblazer's system is a unique operational situation of limited duration, and the non-conforming provisions in the Tenaska Agreement were crafted in response to that event. As Trailblazer states, the non-conforming provisions were "necessary to enable Trailblazer to market its remaining available firm capacity without impacting Trailblazer's firm shippers under the current *force majeure* on Trailblazer's system."³

6. In addition the Commission finds that as directed by the November Order, Trailblazer has removed the impermissible non-conforming terms from the Concord

³ Trailblazer December 17, 2014 Filing at 4.

Agreements. Accordingly, as revised, the Concord Agreements conform to the *pro forma* service agreement in Trailblazer's tariff.⁴

By direction of the Commission.

Nathaniel J. Davis, Sr.,
Deputy Secretary.

⁴ On December 29, 2014, Concord filed a request for rehearing of the November Order. Concord's rehearing states that it becomes moot if Trailblazer's compliance filing is approved. Concord Rehearing at 1. Due to the acceptance of Trailblazer's compliance filing in this order, the request is moot.