

153 FERC ¶ 61,113
UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: Norman C. Bay, Chairman;
Philip D. Moeller, Cheryl A. LaFleur,
Tony Clark, and Colette D. Honorable.

Texas Eastern Transmission, LP

Docket No. RP15-1279-000

ORDER ACCEPTING TARIFF RECORDS SUBJECT TO CONDITIONS

(Issued October 29, 2015)

1. On September 17, 2015, Texas Eastern Transmission, LP (Texas Eastern) filed revised tariff records¹ to include a *pro forma* Operational Balancing Agreement (OBA) and make certain other conforming changes to its tariff to facilitate the establishment of standard processes for execution and administration of OBAs. Texas Eastern proposes November 1, 2015 as the effective date. Texas Eastern's revised tariff records are accepted to be effective November 1, 2015, subject to the conditions set forth in this order.

I. Description of the Filing

2. An OBA is a contract between the pipeline and the operator of interconnecting facilities, such as another pipeline, specifying the procedures to be used in processing differences between the quantities scheduled to flow at the interconnection subject to the OBA and actual flows at that point. An OBA at an interconnection ensures that once a shipper has scheduled gas at that location and had its gas confirmed by the pipeline, the shipper will be allocated its scheduled quantity at that location and will not be subjected to imbalances or any imbalance penalties resulting from differences between scheduled gas quantities and actual physical deliveries at that location. Rather, any difference between scheduled and measured quantities at points covered by an OBA belongs to the point operator at that point.

¹ See appendix.

3. In Order No. 587-G, the Commission adopted section 284.12(b)(2)(i) of its regulations, requiring interstate pipelines to enter into OBAs at all interstate and intrastate pipeline interconnects.² The Commission also encourages pipelines to negotiate OBAs with point operators at other interconnections.³ While Texas Eastern has negotiated OBAs with pipelines and other operators of interconnecting facilities at many points on its system, Texas Eastern's current tariff does not include a *pro forma* OBA.

4. In this filing, Texas Eastern proposes to add a *pro forma* OBA to Part 7, Form of Service Agreements, of its tariff. Texas Eastern states that Article 1 of the *pro forma* OBA describes the operational parameters and imbalance resolution procedures agreed upon by the OBA parties. Texas Eastern further states that section 1.1 provides that, prior to the effective date and time of flow at each location, the parties will confirm nominations electronically unless otherwise agreed by the parties. Section 1.2 defines the difference between the total actual physical flow of natural gas at a location and the total scheduled quantities at that location as the "Daily Operational Imbalance." The sum of all unresolved Daily Operational Imbalances is defined as the "Cumulative Operational Imbalance." Texas Eastern states that section 1.2 provides that the parties shall eliminate these imbalances pursuant to the OBA.

5. In addition, Texas Eastern states that section 1.3 describes the calculation of the Cumulative Operational Imbalances and declares that such imbalance shall be calculated by the party responsible for measurement at the location no later than the tenth (10th) day of the following month. Texas Eastern also states that section 1.4 addresses the resolution of the Cumulative Operational Imbalance and provides two options for that resolution: cash-out pursuant to section 8.5 of Texas Eastern's General Terms and Conditions (GT&C) or in-kind receipt or delivery of gas.

6. In addition, Texas Eastern states that Article 2 of the *pro forma* OBA defines the term of the OBA, details the conditions under which the OBA can be terminated by either party, and describes the process for the resolution of imbalances that remain upon the termination date of the OBA. Texas Eastern also states that section 2.1 addresses the resolution of the Cumulative Operational Imbalance upon the termination of the OBA and again provides two options for the language that will be included in an executed OBA based on the imbalance resolution method (cash-out pursuant to the tariff or in-kind

² *Standards for Business Practices of Interstate Natural Gas Pipelines*, Order No. 587-G, FERC Stats. & Regs. ¶ 31,062, at 30,677-80 (1998), *order on reh'g*, Order No. 587-I, FERC Stats. & Regs. ¶ 31,067 (1998).

³ *Transcontinental Gas Pipe Line Co., LLC*, 139 FERC ¶ 61,159, at P 3 (2012).

receipt or delivery of gas) agreed upon by the parties. Exhibit 1 to the OBA identifies the location(s) to which the OBA will be applicable.

7. Texas Eastern also proposes to make certain conforming tariff changes to facilitate the establishment of standard processes for execution and administration of OBAs. As part of these revisions, Texas Eastern proposes to modify section 1 (Definitions) of the GT&C of its tariff by (i) adding definitions for the terms “Cash-out OBA Party” and “OBA Party” and (ii) modifying the definition of “Cash-out Party.”

8. In addition, Texas Eastern proposes to modify GT&C section 3.2(A) to reflect that parties desiring to execute an OBA in the form contained in the tariff must submit the request for such agreement electronically via the LINK® System. Texas Eastern proposes to modify GT&C section 3.12(B) to reflect that all OBAs and all amendments to OBAs that are executed in the form contained in the tariff must be executed electronically via the LINK® System. Texas Eastern proposes to further modify GT&C section 3.12(B) to reflect that OBAs and amendments to OBAs that are executed in a form other than the *pro forma* OBA contained in the tariff must be executed in writing.

9. Texas Eastern proposes to modify GT&C section 8.1 to include a description of Texas Eastern’s current business practice for calculating monthly imbalances. Specifically, the monthly imbalance for a service agreement other than an OBA is calculated as the difference between the actual quantities of gas Texas Eastern receives at a receipt point, less Applicable Shrinkage, and the actual quantities of gas it delivers during the month under such service agreement. GT&C section 8.1 further provides that, if a customer is using service at a meter covered by an OBA, the customer’s confirmed and scheduled quantities at that meter will be used as the actual quantity for purposes of calculating such customer’s monthly imbalance. The monthly imbalance for an OBA Party is calculated as the difference between total actual quantities of gas received and/or delivered through the applicable meter and the total aggregated confirmed and scheduled quantities for such meter. Texas Eastern asserts that the addition of these provisions will not adversely impact any party because the sole reason for adding the language is to simply memorialize Texas Eastern’s current formula for calculating monthly imbalances. Texas Eastern proposes to modify section 8.8(A) to reflect that the responsibility for resolving variances between actual quantities and scheduled and confirmed quantities is shared by Texas Eastern and the OBA Party.

10. Texas Eastern proposes to modify GT&C section 8.8(B) to reflect that the OBA executed by Texas Eastern and the OBA Party will be in the form of the *pro forma* OBA, with the exception that OBAs at interconnections with interstate or intrastate pipelines may be executed in another mutually agreeable form. Texas Eastern states that this exception for OBAs at pipeline interconnections recognizes that both pipelines may have a *pro forma* OBA in their respective tariff and allows the pipelines to mutually agree

upon the terms and provisions for an OBA that best fits the operating characteristics of the applicable pipeline interconnection.

11. Notice of Texas Eastern's filing was issued on September 21, 2015. Interventions and protests were due as provided in section 154.210 of the Commission's regulations, 18 C.F.R. § 154.210 (2015). Pursuant to Rule 214, 18 C.F.R. § 385.214 (2015), all timely filed unopposed 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 this proceeding or place additional burdens on existing parties. Comments were filed by Rice Energy Inc. (Rice), UGI Distribution Companies (UGI Distribution),⁴ and Range Resources-Appalachia, LLC (Range). Texas Eastern filed an answer to the comments (Answer).⁵ National Fuel Gas Supply Corporation (National Fuel) and Range filed answers to Texas Eastern's Answer, and Texas Eastern filed an answer to National Fuel's answer. The comments and answers are discussed below.

II. Commission Determination

12. The Commission finds that Texas Eastern's revised tariff records are reasonable and consistent with Commission policy, subject to the conditions set forth below. Therefore, Texas Eastern's revised tariff records are accepted to be effective November 1, 2015, subject to conditions.

13. Range contends that Texas Eastern has not provided support for including a *pro forma* OBA in its tariff. Range states that Texas Eastern's only justification for the filing of its proposed *pro forma* OBA is that it will facilitate the establishment of standard processes for execution and administration of OBAs. Range asserts that, as far as it is aware, there have been no balancing issues under Texas Eastern's existing OBAs with its other interconnected interstate pipelines, and therefore, there is no justification for Texas Eastern's proposed *pro forma* OBA to the extent Texas Eastern intends to use it to alter existing OBA arrangements that seem to be working well or impose the terms in the

⁴ For the purpose of this filing the UGI Distribution Companies are UGI Utilities, Inc. – Gas Division, and UGI Central Penn Gas, Inc.

⁵ The Commission's Rules of Practice and Procedure do not permit answers to protests or answers to answers unless otherwise ordered by the decisional authority. 18 C.F.R. § 385.213(a)(2) (2015). The Commission finds good cause to accept the Answer and National Fuel's, Range's, and Texas Eastern's answers to answers since it will not delay the proceeding, may assist the Commission in understanding the issues raised, and will ensure a complete record.

proposed *pro forma* OBA on third parties. Furthermore, Range states that, while the Commission requires OBAs between an interstate pipeline and its interconnected intrastate or other interstate pipelines, it has not allowed one pipeline to impose the terms of its *pro forma* OBA on another interconnecting party. Range further states that the Commission has “decline[d] to prescribe specific OBA provisions, other than to require . . . OBAs must be implemented on a non-discriminatory basis,”⁶ and stated that it “will not require [a pipeline] Transco to include a *pro forma* OBA in its tariff”⁷ Range states that the Commission has observed that the “proper role of OBAs on individual pipeline systems is appropriately a matter of negotiation between the pipeline, its shippers, and interconnecting parties.”⁸

14. Contrary to Range’s assertions, Texas Eastern has presented an adequate justification for its filing. In its Answer, Texas Eastern generally argues that its filing should be accepted in order to standardize OBAs at interconnections across its system. Texas Eastern states that the standardization of OBAs will allow Texas Eastern to continue to actively monitor and manage imbalance activity and improve transparency for all OBAs.⁹ Texas Eastern states that:

Including a *pro forma* OBA in the Texas Eastern Tariff will assist Texas Eastern with its standardization efforts by ensuring that all interconnecting parties at non-pipeline interconnects will have an OBA comparable to those at other non-pipeline interconnects. To the extent that operational circumstances or other unique circumstances at non-pipeline interconnects necessitate entering into an OBA which deviates from the form, Texas Eastern will file any such OBA as a non-conforming agreement with the Commission for approval.¹⁰

While the Commission does not require pipelines to include *pro forma* OBAs in their tariff, the Commission has permitted other pipelines to include such *pro forma*

⁶ *Texas Gas Transmission Corp.*, 65 FERC ¶ 61,008, at 61,165 (1993) (*Texas Gas*).

⁷ *Transcontinental Gas Pipe Line Corp.*, 96 FERC ¶ 61,352, at 62,332 (2001).

⁸ *Texas Gas*, 65 FERC at 61,165.

⁹ Texas Eastern’s Answer at 3-4.

¹⁰ *Id.* (footnote omitted).

agreements in their tariffs.¹¹ As Texas Eastern states, use of a *pro forma* OBA is a reasonable means of increasing the transparency of such agreements and minimizing undue discrimination.

15. Moreover, with regard to Range's concern about Texas Eastern relying on its *pro forma* OBA to impose OBA provisions on other pipelines, GT&C section 8.8(B), as modified by Texas Eastern, permits it to execute OBAs at interconnections with interstate or intrastate pipelines "in another mutually agreeable form." Texas Eastern explains that this exception for OBAs at pipeline interconnections allows the pipelines to mutually agree upon the terms and provisions for an OBA that best fits the operating characteristics of the applicable pipeline interconnection.¹²

Effect on Existing OBAs

16. UGI Distribution and Range are concerned about how Texas Eastern's proposal will affect currently effective OBAs. UGI Distribution contends that Texas Eastern does not mention its existing contract obligations under current, unexpired OBAs, or request to terminate these agreements, though this is the clear implication of the proposed agreement and tariff revisions. UGI Distribution asserts that although the proposed *pro forma* OBA, at section 3.11, states: "This Agreement supersedes and cancels, as of the effective date of this Agreement, the contract(s) between the Parties hereto . . .", under the terms of its existing OBA, Texas Eastern and UGI Distribution have agreed that the OBA continues. UGI Distribution states that because Texas Eastern has addressed none of the required findings that would accompany a filing to terminate an existing contract, or explicitly requested termination under section 5 of the NGA, the Commission should review and determine how the proposed *pro forma* OBA, if approved, should be implemented for customers with existing OBAs.

17. Range similarly requests that the Commission clarify that existing OBAs, or any portions thereof, are not modified, superseded, or required to be replaced or renegotiated as a result of Texas Eastern's filing and that any new OBAs between Texas Eastern and

¹¹ *Transwestern Pipeline Co., LLC*, 132 FERC ¶ 61,052 (2010).

¹² Range, in footnote 2 of its answer to Texas Eastern's Answer, suggests that the different treatment allowed interconnecting interstate and intrastate pipelines may lead to undue discrimination. However, the relationship and operational circumstances between interconnected pipelines is different than that of a pipeline and its shippers. For example, by allowing interconnected interstate and intrastate pipelines to mutually agree on the terms of an OBA reflecting the operational conditions of the particular interconnection, their ability to absorb scheduling variations to help each system will be maximized.

third parties may continue to be mutually negotiated and not trumped or subject to the unilaterally-proposed *pro forma* OBA. Range contends that although Texas Eastern affirms that it will mutually agree to the terms of OBAs, it is unclear whether this filing will enable Texas Eastern to unilaterally: (a) demand that existing OBAs, which appear to be working well, be replaced with ones that conform to the new *pro forma* OBA; and (b) require that many provisions in its proposed *pro forma* OBA be automatically adopted in any new OBA negotiations.

18. The Commission finds that Texas Eastern's proposal will not improperly modify its existing OBAs. As explained by Texas Eastern, those OBAs will remain in effect in accordance with their terms. Texas Eastern states that, while the majority of these OBAs can be terminated by either party upon thirty days' or less notice, Texas Eastern has not provided a termination notice under any of these OBAs. Texas Eastern further states that it intends to proceed with its efforts to standardize the non-pipeline OBAs across its system by replacing existing OBAs with the form of the *pro forma* OBA. Texas Eastern explains that:

The format of the *pro forma* OBA is based on the general structure of OBAs that are currently in effect between Texas Eastern and the OBA Parties, so as to avoid making unnecessary changes to provisions to which the Texas Eastern and OBA Parties have previously agreed.¹³

Therefore, Texas Eastern intends to replace the existing OBAs with the new form of OBA, to be effective only after each existing OBA has been terminated in accordance with its terms. Based on Texas Eastern's explanation that existing OBAs will only be terminated in accordance with their terms, the Commission finds that such application of the *pro forma* OBA to existing OBAs would be reasonable.

OBAs with Interconnecting Pipelines

19. In its answer, Texas Eastern supported its proposal in GT&C section 8.8(B) that would permit it to mutually agree with interstate or intrastate pipelines to OBAs different from its *pro forma* OBA with a statement that other pipelines may have different *pro forma* OBAs. Texas Eastern stated that section 8.8(B) allows pipelines in that situation to mutually agree upon the terms and provisions for an OBA that best fits the operating characteristics of the applicable pipeline interconnection. National Fuel is concerned that Texas Eastern's explanation indicates an intent to *limit* its proposed negotiation of pipeline interconnection OBAs to instances where other pipelines have a *pro forma* OBA in such pipeline's tariff. National Fuel contends that it uses the NAESB OBA form as its

¹³ Texas Eastern's Transmittal at 1.

standard OBA modified as needed for the operating characteristics at its pipeline interconnections and that the NAESB form is the better form. National Fuel requests that the Commission clarify that interconnecting pipelines shall be free to negotiate an OBA acceptable to both parties, and any existing OBA cannot be replaced until an OBA acceptable to both parties, is entered into between the parties, whether or not a *pro forma* OBA is formally provided in such interconnecting pipeline's tariff.

20. Texas Eastern, in its answer to National Fuel, clarifies that the tariff language which concerns National Fuel is intended to apply to *all* interconnections with interstate or intrastate pipelines, whether or not the pipeline has a *pro forma* OBA in its tariff. As Texas Eastern explains National Fuel's concern that existing pipeline-to-pipeline OBAs should only be replaced if both pipelines mutually agree to the terms of the new OBA is already addressed by the Commission's regulations that require interconnecting pipelines, like Texas Eastern and National Fuel, to maintain an OBA covering all interconnections between their pipeline systems.¹⁴ Based on Texas Eastern's clarification, the Commission finds this provision to be reasonable and consistent with Commission policy.

Resolution of Imbalances

21. Section 1.4 of Texas Eastern's proposed *pro forma* OBA provides alternative language depending upon whether the parties agree to resolve Cumulative Operational Imbalances using (1) the cash-out provisions in GT&C section 8.5 or (2) in-kind receipt or delivery of natural gas. In its comments, Rice seeks clarification as to whether Texas Eastern intends that OBA parties are to have only a one-time ability to elect to either a cash-out mechanism or in-kind mechanism, or if the parties can agree to change the method as circumstances require. Rice further states that *pro forma* OBA section 1.4 can be read to mean that this would be a one-time option only. Rice contends that it would make sense to allow OBA parties and Texas Eastern the flexibility to switch from either cash-out to in kind as the appropriate method to resolve cumulative monthly imbalances, as circumstances dictate. Rice suggests that Texas Eastern consider modifying the language in OBA section 1.4 to preserve this operational flexibility.

22. Texas Eastern responds that the proposed *pro forma* OBA does not provide for the interconnecting parties to change imbalance resolution methodologies under the same OBA. Texas Eastern explains that, for purposes of actively monitoring and managing balances at interconnections across the Texas Eastern system, it prefers the administrative efficiency of having a single imbalance resolution methodology, either cash-out or in-kind, for each OBA. Texas Eastern further explains that, if the

¹⁴ 18 C.F.R. § 284.12(b)(2) (2015).

interconnecting parties mutually agree that a different resolution mechanism would be better for the circumstances, then pursuant to the terms of the OBA, either interconnecting party will have the right to terminate the OBA by providing notice to the other interconnecting party within the timeframe specified in such OBA and the parties can then execute a new OBA with the alternative methodology. Texas Eastern points out that the *pro forma* OBA allows either interconnecting party to terminate the OBA by providing thirty days' prior written notice to the other party.¹⁵ Based on Texas Eastern's clarification, the Commission finds that the provisions of the *pro forma* OBA allowing a choice of either the imbalance resolution procedures set forth in the tariff or in-kind resolution is reasonable.

23. Texas Eastern also proposes that if a party chooses to resolve its Cumulative Operational Imbalance using the cash-out provisions in GT&C section 8.5, thus qualifying as a "Cash-out Imbalance Party," that party may also net and trade imbalances under GT&C 8.3 and 8.4, thus minimizing the remaining imbalance to be cashed out under GT&C section 8.5. However, if a party chooses in-kind resolution of imbalances it will not qualify as a "Cash-out Imbalance Party" and therefore will not be eligible to net and trade imbalances.

24. Rice states that it does not see any reason why the imbalance trading/netting and other provisions of section 8 of Texas Eastern's tariff, Imbalance Resolution Procedures, should not be made applicable to all entities who are "OBA Parties" and not just those OBA Parties who also qualify as a "Cash-out OBA Party." Rice contends that this distinction is unnecessary and unduly discriminatory and therefore the Commission should instruct Texas Eastern to modify the proposed tariff language so that all OBA Parties are accorded the same section 8 rights.

25. Texas Eastern asserts that netting and trading is intended only for cash-out resolutions and not in-kind or other non-cash methodologies. Range argues that the purpose of netting and trading is to resolve all types of imbalances not only cash-out resolutions.

26. Section 284.12(b)(2)(ii) of the Commission's Regulations¹⁶ requires pipelines to establish provisions permitting shippers and their agents to net and trade all imbalances that have a similar operational impact on the pipeline's system. As the Commission stated in Order No 587- G:

¹⁵ Section 2.2, *pro forma* OBA.

¹⁶ 18 C.F.R. § 284.12(b)(2)(ii) (2015).

Permitting shippers to trade imbalances in the same operational area enables shippers to avoid imbalance charges without jeopardizing system reliability. When individual shipper imbalances offset each other, the pipeline as a whole is in balance.¹⁷

This is true regardless of whether any remaining imbalance after netting and trading is resolved through a cash-out or in-kind methodology. Accordingly, Texas Eastern's position that the netting and trading requirement is intended to be applicable only when cash-out resolution methodologies are utilized is incorrect. Therefore, our acceptance of Texas Eastern's filing is subject to the condition that Texas Eastern file revised tariff records, within thirty days of the date of this order, permitting netting and trading when the in-kind imbalance resolution methodology is utilized.

Service Conditions

27. In its comments, UGI Distribution states that Texas Eastern's proposed *pro forma* OBA does not define the nature of the quality of the service proposed to be provided under these agreements. UGI Distribution states that while the proposed *pro forma* OBA agreement includes an article to address Operational Parameters (Article I), the agreement does not include any of the specificity on numerical limitations on the pressures and volumes to be used, with specific terms for when these numbers are exceeded, that exist in the UGI Distribution's existing OBAs. UGI Distribution states that Texas Eastern has not included any such specificity in its proposed *pro forma* OBA, or explained why the proposed *pro forma* OBAs will provide the same rights as the parties have under the currently-effective agreements.

28. However, as Texas Eastern points out in its Answer, OBAs are not agreements under which a pipeline provides service to shippers and, accordingly, need not contain the same terms and conditions of service as a service agreement. OBAs are agreements between two physically interconnected parties specifying procedures to use in processing imbalances between scheduled quantities and actual flows.¹⁸

29. Texas Eastern states that it purposefully excluded negotiated pressures and specific numerical tolerances from the *pro forma* OBA. As Texas Eastern explains, if interconnecting parties desire to enter into a pressure agreement, the interconnecting parties may do so in a separate interconnect agreement or another type of agreement, and, such an agreement is covered under the terms of the Texas Eastern Tariff. With respect

¹⁷ Order No. 587-G, FERC Stats. & Regs. ¶ 31,062 at 30,677.

¹⁸ See Order No. 587-G, FERC Stats. & Regs. ¶ 31,062 at 30,675.

to tolerances, Texas Eastern states that its historical experience with OBAs at non-pipeline interconnections, setting specific tolerances has been viewed by some counterparties as providing a right to service that allows some level of imbalance to reside under the OBA. Texas Eastern further states that OBAs typically include, as does the *pro forma* OBA, that the applicable interconnection remain in balance, except for instances where actual flows may not precisely conform with scheduled flows on certain days for particular operational reasons. Texas Eastern states that its practice is to actively manage and monitor its OBAs by working with the interconnecting party, with the goal of reducing and/or eliminating imbalances timely and efficiently, and maintaining a zero imbalance at each interconnection. Texas Eastern further states that its goal is to avoid having any imbalance, regardless of whether the imbalance is within a given tolerance. Therefore, based on Texas Eastern's explanation, the Commission finds that it is not necessary for the terms requested by UGI to be included in the *pro forma* OBA.

Other Issues

30. Rice argues that the cash-out provisions of section 8.5(A) of the existing tariff need to be modified. Rice states that although this section currently provides that a Weekly Spot Index Price will be established by reference to posted spot prices applicable to Texas Eastern's STX, ETX, WLA or ELA zones, a substantial portion of the gas flowing on Texas Eastern today originates in its M-2 (Appalachian) Zone. Rice contends that this tariff provision needs to be updated so that OBA Parties who deliver gas in Texas Eastern's M-2 (Appalachian region) will be cashed out appropriately using M-2 index prices. Rice requests that the Commission require Texas Eastern to modify this provision to add the M-2 Zone to the zones currently listed in section 8.5(A)(1).

31. However, as Texas Eastern asserts in its Answer,¹⁹ it has not proposed to revise these existing imbalance resolution procedures. Therefore the Commission rejects Rice's request as outside the scope of this proceeding.

32. Finally, while Order No. 587-G provides that pipelines do not have to file OBAs with the Commission, it also states that pipelines must make OBAs available upon request. Accordingly, should any party have concerns regarding an OBA that Texas Eastern has negotiated pursuant to the *pro forma* OBA, they may request a copy of the agreement for inspection.

¹⁹ Texas Eastern's Answer at 7.

The Commission orders:

(A) The revised tariff records listed in the Appendix are accepted to be effective November 1, 2015, subject to the conditions set forth in this order.

(B) Texas Eastern is directed to file revised tariff records, within thirty days of the date of this order, permitting netting and trading, as discussed above.

By the Commission.

(S E A L)

Nathaniel J. Davis, Sr.,
Deputy Secretary.

Appendix

Texas Eastern Transmission, LP
FERC NGA Gas Tariff
Texas Eastern Database 1
Tariff Records Conditionally Accepted Effective November 1, 2015

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