



FAYETTEVILLE EXPRESS PIPELINE LLC

February 14, 2024

Ms. Debbie-Anne A. Reese, Acting Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

RE: Fayetteville Express Pipeline LLC
Docket No. RP24-
Update to GT&C Section 19

Dear Ms. Reese:

Fayetteville Express Pipeline LLC ("FEP") hereby electronically submits for filing with the Federal Energy Regulatory Commission ("Commission") as part of its FERC NGA Gas Tariff, First Revised Volume No. 1 ("Tariff"), the following revised tariff record, proposed to be effective on March 15, 2024:

<u>Version</u>	<u>Description</u>	<u>Title</u>
1.0.0	19.	Quality of Gas

STATEMENT OF NATURE, REASONS AND BASIS

The purpose of this filing, made in accordance with the provisions of Section 154.204 of the Commission's Regulations, is to propose a revision to the gas quality specifications in FEP's Tariff.

FEP is proposing to add a new specification to its current General Terms and Conditions ("GT&C") Section 19 to disallow any toxic or hazardous substance which results in an unacceptable risk to health, is injurious to pipeline facilities, is a limit to merchantability or contrary to applicable government standards. FEP's proposal is using nearly identical language found in numerous tariff provisions that the Commission has already approved.¹ Additionally, FEP is not making any changes to its other pre-existing quality specifications.

IMPLEMENTATION AND WAIVER REQUESTS

Pursuant to Section 154.7(a)(9) of the Commission's Regulations, FEP requests that the proposed tariff record be accepted effective March 15, 2024. FEP respectfully requests the Commission grant any waivers of its Regulations that it deems necessary to allow the proposed tariff record in this filing to become effective on March 15, 2024.

¹ See GT&C Section 2.1.J for Transwestern Pipeline Company, LLC, GT&C Section 2.A.10 for Florida Gas Transmission Company, LLC, GT&C Section 9.1(j) for East Cheyenne Gas Storage, LLC, Sheet No. 204-A (GT&C Section 3.1(a)(11)) for Northwest Pipeline LLC, and Sheet No. 119 (GT&C Section 4.1(k)) for Kern River Gas Transmission Company.

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:

- This transmittal letter, including a Statement of Nature, Reasons and Basis in PDF format.
- A clean version of the proposed tariff record 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

All correspondence and communications concerning this filing should be served on each of the following persons:

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In accordance with Section 154.208(d) of the Commission's Regulations, a copy of this filing is available for public inspection during regular business hours at FEP'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 commissions. FEP has posted this filing on its Internet website accessible via <https://fepttransfer.energytransfer.com> under Informational Postings, Regulatory.

² Designated to receive service pursuant to Rule 2010 of the Commission's Rules of Practice and Procedure. FEP respectfully requests that the Commission waive Rule 203(b)(3), 18 C.F.R. § 385.203(b)(3), in order to allow FEP to include additional representatives on the official service list.

³ Designated as responsible Company official under Section 154.7(a)(2) of the Commission's Regulations.

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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. The undersigned possesses full power and authority to sign this filing.

Respectfully submitted,

Fayetteville Express Pipeline LLC

/s/ Lawrence J. Biediger

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

19. QUALITY OF GAS

19.1 SPECIFICATIONS

(a) In order to permit delivery into downstream facilities, the Gas received under any Agreement by FEP on any portion of the System shall meet the following requirements, unless otherwise agreed:

(1) shall be free from objectionable liquids, odors, solid matter, dust, gums, and gum forming constituents, or any other substance which might interfere with the merchantability of the Gas stream, or cause interference with proper operation of the lines, meters, regulators, other appliances through which it may flow, or transportation through any downstream pipeline;

(2) shall contain not more than seven (7) pounds of water vapor per one thousand (1,000) MCF;

(3) shall contain not more than 0.25 grain of hydrogen sulfide per one hundred (100) cubic feet of Gas;

(4) shall contain not more than twenty (20) grains of total sulphur per one hundred (100) cubic feet of Gas, including mercaptans;

(5) shall contain not more than two percent (2%) by volume of carbon dioxide; except that FEP shall accept non-conforming CO₂ Gas at individual Receipt Points upstream of the NGPL Interconnect subject to the following limitations. FEP will calculate the anticipated CO₂ composition of the single blended stream immediately upstream of the NGPL Interconnect using current or anticipated CO₂ levels from each Receipt Point during the scheduling process, as described in Section 2.3 of these General Terms and Conditions. FEP will not confirm any quantity of non-conforming CO₂ Gas that would cause the anticipated single blended stream just upstream of the NGPL Interconnect to exceed two percent (2%); provided that by accepting such non-conforming CO₂ gas the total inert gas shall not exceed more than four (4) mole percent as set forth in Section 19.1(a)(10) hereof. If the CO₂ level in the single blended stream just upstream of the NGPL Interconnect is anticipated to be above two percent (2%), then each receipt point flowing non-conforming CO₂ gas will be reduced by the same scheduling percentage until the anticipated CO₂ level is two percent (2%) or less. If a Point Operator has multiple Receipt Points upstream of the NGPL Interconnect, then the Volume Weighted Average CO₂ level of all such Receipt Points shall be considered as a single Point for purposes of applying the scheduling reduction of non-conforming CO₂ Gas referenced in the previous sentence. FEP shall post in the Informational Postings section of its Interactive Website the measured CO₂ percent immediately upstream of the NGPL Interconnect in compliance with the NAESB standards. In addition, if the CO₂ level observed immediately upstream of the NGPL Interconnect exceeds two percent (2%), FEP, at its sole discretion, will reduce quantities nominated at selected individual receipt points

flowing non-conforming CO₂ gas to reduce the blended level of CO₂ to two percent (2%) or below.

(6) shall contain not more than zero point one percent (0.1%) by volume of combined oxygen;

(7) shall have a temperature of not more than one hundred twenty degrees Fahrenheit (120 degrees F) and shall have a minimum temperature of not less than forty degrees Fahrenheit (40 degrees F);

(8) shall have a Btu content no less than 975 Btu/cf and no greater than 1110 Btu/cf;

(9) shall have a combined composition of not more than one and one-half (1.5) mole percentage of butane plus, including isobutene, normal butane and all heavier hydrocarbons (C₄+);

(10) shall have a combined composition of total inert gases (principally nitrogen and carbon dioxide) of not more than four (4) mole percent;

(11) shall not contain any toxic or hazardous substance, in concentrations which, in the normal use of the Gas, results in an unacceptable risk to health, is injurious to pipeline facilities and/or compressor stations, is a limit to merchantability or contrary to applicable governmental standards; and

(12) (a) FEP shall have a Wobbe Index of not greater than 1400, calculated using Higher Heating Value (HHV), dry, based on the following mathematical definition:

$$\text{HHV} / (\text{Sqrt}(\text{SG}_{\text{gas}}))$$

Where:

HHV = Higher Heating Value (Btu/scf)

SG_{gas} = Specific Gravity

Sqrt = Square Root of

(b) FEP may, from time to time, as operationally necessary, establish and post on the Informational Postings portion of its Interactive Website an upper limit on the dew point for receipts on specified segments or other specified locations on its System to prevent hydrocarbon fallout, or to assure that Gas will be accepted for delivery into downstream entities. FEP will include in such posting the anticipated duration of the limitation. FEP will provide as much prior notice as reasonably practicable and will attempt to provide in the posting at least ten (10) Business Days prior notice before the limitation becomes effective. If such prior notice is not practicable, FEP will explain the reason in the posting why it was unable to give such prior notice. Upon request, FEP will provide current information regarding the dew point at any point of receipt into FEP's System affected by the posting to the operator of that Point or any producer, purchaser, supply aggregator or Shipper with Gas being tendered at that Point. FEP shall not post, under this

section, a cricondentherm dew point temperature of less than fifteen degrees Fahrenheit (15 degrees F).

19.2 LIQUIDS SAMPLE

Shipper agrees to supply or cause its designee to supply to FEP upon demand, at any time and from time to time, a sample of liquids removed from the Gas stream at any Receipt Point, whether removed by a coalescer or otherwise, for analysis at a laboratory of FEP's choosing. If at any time PCBs or any other toxic substances or chemicals that FEP deems hazardous and/or in any way unsafe for transportation are found in the liquid samples supplied to FEP by Shipper, FEP may in its sole discretion immediately cease the receipt of such Gas and any associated liquids through its facilities. Upon proof that such toxic or hazardous substances are no longer present at levels deemed unsafe by FEP, FEP shall restore service to Shipper at the affected Receipt Point.

19.3 SUSPENSION OF RECEIPTS

Should any Gas delivered by or on behalf of Shipper to FEP at any Receipt Point fail at any time to conform to any of the specifications provided for in this Section 19, FEP may, at its option, suspend all or a portion of the receipt of any such Gas. FEP shall be relieved of any of its obligations for the duration of such suspension. Upon receipt of FEP's notice of such a failure, Shipper shall make a diligent effort to correct the failure by treatment or dehydration consistent with prudent operation so as to tender Gas conforming to the specifications provided for in this Section 19.

19.4 NONCOMPLIANCE WITH SPECIFICATIONS

Non-conforming Gas will likely enter FEP's System from time-to-time. Once FEP becomes aware based on periodic quality measurements that non-conforming Gas is entering its System, it will advise the Shipper(s) and point operators involved that the Gas they are tendering is non-conforming, identifying the nature and extent of the non-conformity, and that the Gas quality standards herein must be met. Where operationally feasible, FEP will continue to accept non-conforming Gas for a limited period of time while the Shipper(s) or point operators involved take steps to adjust operations so as to address the Gas quality issues. In addition, where operationally feasible FEP may, from time to time, on a not unduly discriminatory basis, accept non-conforming Gas to the extent it is able to blend Gas received at Receipt Points, as long as FEP reasonably anticipates, in its sole judgment, that such blended Gas will not cause operational or downstream problems at its Delivery Points.

(a) Should Shipper tender for receipt any Gas that causes the composite Gas stream in FEP's facilities to fail the requirements of any downstream pipeline FEP may take whatever action necessary on FEP's own accord or use of a third party, as solely determined by FEP, at Shipper's sole cost and expense, to treat and/or process the Gas stream such that the Gas stream can be delivered to the downstream pipeline. Until remedial action is taken to make Gas acceptable to the downstream Pipeline FEP may refuse to accept receipt of any Gas, in FEP's sole discretion, which prevents FEP from making deliveries into the downstream pipeline. FEP shall not

have any obligation to provide service with respect to Gas which does not satisfy the requirements of this Section 19. Any reduction in the energy content of the Gas treated and/or processed shall be determined and deducted from FEP's transportation quantities tendered for delivery to the downstream pipeline.

(b) No waiver by FEP of any default by Shipper in any of the specifications set forth above or in any other provision of this Tariff shall operate as a continuing waiver of such specification or as a waiver of any subsequent default whether of a like or different character.

19.5 POSTINGS

(a) FEP posts gas quality information as set out in Section 13.1(a) of these General Terms and Conditions.

(b) If FEP agrees to accept non-conforming Gas for a more extended time than is contemplated under Section 19.4, FEP shall make a posting on the Informational Postings section of its Interactive Website which sets out: (1) that FEP is accepting non-conforming Gas; (2) the nature and extent of the non-conformity; and (3) the expected duration of the arrangement to accept non-conforming Gas.

MARKED VERSION

19. QUALITY OF GAS

19.1 SPECIFICATIONS

(a) In order to permit delivery into downstream facilities, the Gas received under any Agreement by FEP on any portion of the System shall meet the following requirements, unless otherwise agreed:

(1) shall be free from objectionable liquids, odors, ~~solid matter~~, dust, gums, and gum forming constituents, or any other substance which might interfere with the merchantability of the Gas stream, or cause interference with proper operation of the lines, meters, regulators, other appliances through which it may flow, or transportation through any downstream pipeline;

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