



5444 Westheimer Road
Houston, TX 77056-5306
P.O. Box 4967
Houston, TX 77210-4967
713.989.7000

November 15, 2010

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

Re: Trunkline LNG Company, LLC
Docket No. RP11-1467-000

Dear Ms. Bose:

Trunkline LNG Company, LLC (TLNG) submits herewith for filing the following substitute tariff record to its FERC Gas Tariff, Third Revised Volume No. 1-A, proposed to become effective December 1, 2010:

<u>Version</u>	<u>Title</u>	<u>Description</u>
1.1.0	GT&C Section 4.	Operating Conditions

STATEMENT OF NATURE, REASONS AND BASIS

TLNG made a tariff filing on October 29, 2010 in Docket No. RP11-1467-000 proposing to modify certain operating conditions for the receipt of LNG and make other housekeeping changes. The transmittal letter of October 29, 2010 filing proposed several modifications in GT&C Section 4, including a new provision in Section 4.2(H); however, Section 4.2(H) was inadvertently omitted on the proposed tariff records submitted therewith. The substitute tariff record submitted in the instant filing includes GT&C Section 4.2(H). As the Version 1.1.0 tariff record included in the instant filing will completely replace Version 1.0.0 previously filed in this docket, the marked version of the tariff record in the instant filing reflects all of the proposed changes to Section 4 consistent with the marked changes in the original submission on October 29, 2010 and the addition of Section 4.2(H).

CONTENTS OF THE FILING

This filing is made in electronic format in compliance with Section 154.4 of the Commission's Regulations. The eTariff XML filing package contains:

- . the proposed tariff record in RTF format with metadata attached
- . a transmittal letter in PDF format
- . a clean copy of the proposed tariff record in PDF format for publishing in eLibrary
- . a marked version of the proposed tariff changes pursuant to Section 154.201(a) of the Commission's Regulations
- . a copy of the complete filing in PDF format for publishing in eLibrary

IMPLEMENTATION

Pursuant to Section 154.7(a)(9) of the Commission's Regulations, TLNG requests that the proposed tariff record be accepted effective December 1, 2010 without further action from TLNG. TLNG reserves the right to move the tariff records into effect in the event any change to the proposed tariff section may be ordered by the Commission.

WAIVER REQUEST

TLNG respectfully requests any waivers of the Commission's Regulations as are necessary to permit GT&C Section 4., Operating Conditions, Version 1.1.0 to be accepted effective December 1, 2010, the same proposed effective date of the tariff records contained in the original submission in Docket No. RP11-1467-000.

In accordance with Section 154.2(d) of the Commission's Regulations, a copy of this filing is available for public inspection during regular business hours at TLNG's office at 5444 Westheimer Road, Houston, Texas 77056-5306. In addition, copies of this filing are being served on jurisdictional customers and interested state regulatory agencies. TLNG has posted a copy of this filing on its Internet web site accessible via <http://www.panhandleenergy.com> under "Informational Postings, TLNG, Other, Recent Filings".

Pursuant to Section 385.2011(c)(5) of the Commission's Regulations, the undersigned has read this filing and knows its contents, the contents are true as stated, to the best of his knowledge and belief, and possesses full power and authority to sign such filing.

Respectfully submitted,

TRUNKLINE LNG COMPANY, LLC

/s/ Michael T. Langston

Michael T. Langston
Vice President
Chief Regulatory Officer

GENERAL TERMS AND CONDITIONS

4. OPERATING CONDITIONS

4.1 General

- (A) Shipper shall make or cause to be made all necessary arrangements with other parties at the point where Shipper tenders LNG to TLNG for storage, and at the point where TLNG delivers LNG or Regasified LNG for Shipper's account, and such arrangements must be compatible with TLNG's facility operations.
- (B) TLNG shall have the unqualified right to commingle LNG received and, stored hereunder with LNG from other sources, and to treat and handle all such LNG as its own. It is recognized that the LNG or Regasified LNG delivered to Shipper will not consist of the same molecules as received from Shipper.

4.2 Operating Conditions for the Receipt of LNG from, and the Delivery of LNG to, Shipper's Vessel(s)

- (A) Shipper's Vessel(s) shall not exceed the following minimum and maximum dimensions, to the extent permitted by the port authorities or other governing agency:

For vessels docking at the West Berth:

	<u>Minimum</u>	<u>Maximum</u>
Overall Length	180.0 meters	300.00 meters
Width	24.00 meters	50.00 meters
Draft at full capacity	N/A	11.50 meters
Displacement	N/A	115,000 metric tons

For vessels docking at the East Berth:

	<u>Minimum</u>	<u>Maximum</u>
Overall Length	180.0 meters	315.00 meters
Width	24.00 meters	50.00 meters

Draft at full capacity	N/A	12.19 meters
Displacement	N/A	143,000 metric tons

- (B) TLNG shall make available or cause to be made Available at the Terminal berthing, loading, and unloading facilities, including:
- (1) mooring equipment;
 - (2) lighting sufficient to permit docking maneuvers by day or by night in safety, to the extent permitted by the port authorities;
 - (3) unloading arms, pipes and other appropriate facilities permitting the unloading of LNG at the average rate of 10,000 m³/hour, and loading of LNG at the average rate of 5,000 m³/hour;
 - (4) a vapor return line from the LNG vessel to shore facilities having a diameter sufficient to maintain appropriate operating pressure in the tanks of the Shipper's Vessel.
- (C) Loading and unloading of LNG shall be carried out in accordance with applicable safety and other regulations.
- (D) Shippers shall give written notice to TLNG of the date and hour of arrival at the Terminal as well as the estimated quantity of LNG which is to be loaded or unloaded. Shippers shall send or cause to be sent to TLNG the following written designation notices:
- (1) a first designation notice shall be given upon departure of Shipper's Vessel from the port of origin and shall contain an estimated time of arrival;
 - (2) a second designation notice shall be given so as to arrive 96 hours prior to the estimated time of arrival;
 - (3) a third designation notice shall be given so as to arrive 72 hours prior to the estimated time of arrival;
 - (4) a fourth designation notice shall be given so as to arrive 48 hours prior to the estimated time of arrival;
 - (5) a fifth designation notice shall be given so as to arrive 24 hours prior to the estimated time of arrival; and

- (6) a final designation notice shall be given so as to arrive 5 hours prior to the estimated time of arrival at the Terminal.
- (E) As soon as the Shipper's Vessel is berthed alongside the pier and prepared to unload or load its cargo, the Captain of the Shipper's Vessel shall give written notice to TLNG or its representative that the Shipper's Vessel is ready to unload or load LNG. TLNG shall then take all appropriate measures within its reasonable control to permit the unloading and loading of Shipper's Vessel as quickly as possible.
- (F) If Shipper's Vessel does not arrive at the Terminal as scheduled, TLNG shall unload or load, as the case may be, Shipper's Vessel at the first available time when such unloading or loading can be accomplished without detriment to any other scheduled service. Shipper shall pay all costs incurred by TLNG as a result of the failure to arrive at the Terminal as scheduled. In addition, unless Shipper provides TLNG written notice of the Vessel's delay at least thirty-six (36) hours before the Shipper's Vessel's scheduled arrival, Shipper shall pay TLNG \$10,000 per occurrence.
- (G) TLNG shall not be obligated to receive LNG at a flowrate or saturation pressure that exceeds prudent conditions or that may interfere with the normal operations of the Terminal.
- (H) Shipper receiving LNG from a vessel shall nominate the delivery of Regasified LNG to coincide with ship unloading operations in order to accommodate vapor handling needs of the Terminal. The Quantity of Gas nominated for delivery must be adequate to avoid interference with normal operations of the Terminal without affecting the unloading rate from the ship. Such nomination is required for the duration of the unload plus 24 hours after unloading completion to accommodate vapor handling requirements for post discharge vapor release from the cargo.

4.3 Reserved

4.4 Operating Conditions for the Storage of LNG

(A) Boil-Off

- (1) Shipper's available Stored Volume shall be reduced by Shipper's share of the Terminal's Boil-Off. Shipper's share of such Boil-Off shall consist of the sum of the LNG boiling off as a direct result of the loading or unloading of Shipper's LNG, plus a proportionate share of the day-to-day Terminal Boil-Off, which share shall be the ratio of Shipper's Stored Volume to the total amount of LNG in Storage.

- (2) Shipper shall make all necessary arrangements for the delivery of Shipper's share of the Terminal's Boil-Off on daily basis. If Shipper fails to nominate its share of the Terminal's Boil-Off on any Day, or if Shipper's nomination is not confirmed or not accepted at the Point of Delivery, TLNG may take title to such Gas, free and clear of any adverse claim.

(B) Transfers of Storage Inventory

- (1) Shipper may transfer by sale or otherwise all or a portion of its Stored Volume to any Shipper that receives Terminal Service under Rate Schedule FTS or FTS-2 if:
 - (a) Both the transferee and transferor of the Stored Volume shall provide TLNG with verification of the transfer in writing; and
 - (b) The transfer does not cause the Stored Volume to exceed the MCSC specified in the applicable Service Agreement.
- (2) Shipper may transfer by sale or otherwise all or a portion of its Stored Volume to any Shipper that receives Terminal Service under Rate Schedule ITS or ITS-2, if:
 - (a) Shipper receives prior approval from TLNG for such transfer; and
 - (b) All of the requirements of Section 4.4(B)(1) above are met.
- (3) TLNG will recognize the transfer for purposes of computing available Stored Volume on a prospective basis within one Business Day after receiving the verification required by Section 4.4(B)(1)(a).

(C) Cycling

Within 120 Days after a Quantity of LNG is received at the Terminal, Shipper shall cause such Quantity to be withdrawn from the Terminal, unless TLNG agrees otherwise. If Shipper fails to so withdraw such LNG, then TLNG may, at its option, take title to such LNG free and clear of any adverse claims, in which case Shipper shall indemnify TLNG and hold it harmless from all costs, damages, and liabilities arising out of the failure of Shipper to remove such LNG and the disposal of such LNG by TLNG, including storage charges under the applicable rate schedule. TLNG shall be permitted to retain any proceeds from the sale of LNG to which it takes title hereunder. TLNG shall extend the time available for Shipper to remove its Gas from Storage by one Day for every Day that Shipper

has been unable to withdraw properly nominated Quantities due to operational or force majeure conditions at TLNG's Terminal.

4.5 Operating Conditions for the Delivery of Regasified LNG

- (A) TLNG shall not be required to deliver Regasified LNG at a rate in excess of the rate of 1/10th of Shipper's MCSC per Day.
- (B) TLNG shall not be obligated to deliver Regasified LNG if the total Quantities nominated for the Day are less than 72,000 Dt per Day.

MARKED VERSION

Draft at full capacity N/A 12.19 meters

Displacement N/A 143,000 metric tons

- (B) TLNG shall make available or cause to be made Available at the Terminal berthing, loading, and unloading facilities, including:
- (1) mooring equipment;
 - (2) lighting sufficient to permit docking maneuvers by day or by night in safety, to the extent permitted by the port authorities;
 - (3) unloading arms, pipes and other appropriate facilities permitting the unloading of LNG at the average rate of 10,000 m³/hour, and loading of LNG at the average rate of 5,000 m³/hour;
 - (4) a vapor return line from the LNG vessel to shore facilities having a diameter sufficient to maintain appropriate operating pressure in the tanks of the Shipper's Vessel.
- (C) Loading and unloading of LNG shall be carried out in accordance with applicable safety and other regulations.
- (D) Shippers shall give written notice to TLNG of the date and hour of arrival at the Terminal as well as the estimated quantity of LNG which is to be loaded or unloaded. Shippers shall send or cause to be sent to TLNG the following written designation notices:
- (1) a first designation notice shall be given upon departure of Shipper's Vessel from the port of origin and shall contain an estimated time of arrival;
 - (2) a second designation notice shall be given so as to arrive 96 hours prior to the estimated time of arrival;
 - (3) a third designation notice shall be given so as to arrive 72 hours prior to the estimated time of arrival;
 - (4) a fourth designation notice shall be given so as to arrive 48 hours prior to the estimated time of arrival;
 - (5) a fifth designation notice shall be given so as to arrive 24 hours prior to the estimated time of arrival; and

- (6) a final designation notice shall be given so as to arrive 5 hours prior to the estimated time of arrival at the Terminal.
- (E) As soon as the Shipper's Vessel is berthed alongside the pier and prepared to unload or load its cargo, the Captain of the Shipper's Vessel shall give written notice to TLNG or its representative that the Shipper's Vessel is ready to unload or load LNG. TLNG shall then take all appropriate measures within its reasonable control to permit the unloading and loading of Shipper's Vessel as quickly as possible.
- (F) If Shipper's Vessel does not arrive at the Terminal as scheduled, TLNG shall unload or load, as the case may be, Shipper's Vessel at the first available time when such unloading or loading can be accomplished without detriment to any other scheduled service. Shipper shall pay all costs incurred by TLNG as a result of the failure to arrive at the Terminal as scheduled. In addition, unless Shipper provides TLNG written notice of the Vessel's delay at least thirty-six (36) hours before the Shipper's Vessel's scheduled arrival, Shipper shall pay TLNG \$10,000 per occurrence.
- (G) TLNG shall not be obligated to receive LNG at a flowrate or saturation pressure that exceeds prudent conditions or that may interfere with the normal operations of the Terminal.
- (H) Shipper receiving LNG from a vessel shall nominate the delivery of Regasified LNG to coincide with ship unloading operations in order to accommodate vapor handling needs of the Terminal. The Quantity of Gas nominated for delivery must be adequate to avoid interference with normal operations of the Terminal without affecting the unloading rate from the ship. Such nomination is required for the duration of the unload plus 24 hours after unloading completion to accommodate vapor handling requirements for post discharge vapor release from the cargo.

4.3 Operating Conditions for the Receipt of LNG from, and the Delivery of LNG to, Shipper's Truck(s) Reserved

(A) Shipper's Truck(s) shall not exceed the following dimensions:

<u>Width</u>	<u>10' 0"</u>
<u>Tractor height</u>	<u>13' 6"</u>
<u>Trailer height</u>	<u>13' 6"</u>
<u>Anticipated gross weight</u>	<u>80,000 lbs.</u>

- ~~_____ Axle loading _____ 48,000 lbs./tandem axle~~
- ~~_____ (B) _____ TLNG shall make available or cause to be made available facilities capable of loading and unloading LNG-certified trailers during Business Days.~~
- ~~_____ (C) _____ The loading and unloading of LNG shall be carried out in accordance with applicable safety and other regulations.~~
- ~~_____ (D) _____ LNG shall be loaded or unloaded, as the case may be, only into trailers certified by the Department of Transportation to transport LNG and operated by approved hazardous material operators.~~
- ~~_____ (E) _____ Shipper shall give written notice to TLNG of the date and hour of arrival at the Terminal of Shipper's Truck(s) not less than twenty-four (24) hours in advance of the estimated time of arrival.~~
- ~~_____ (F) _____ If the Shipper's Truck does not arrive at the Terminal as scheduled, TLNG shall unload or load, as the case may be, Shipper's Truck at the first available time when such unloading or loading can be accomplished without detriment to any other scheduled service.~~
- ~~_____ (G) _____ It shall be Shipper's responsibility to assure that each Shipper's Truck, Shipper's driver and load of LNG is in compliance with all applicable codes and regulations pertaining to the design, construction, and operation of containers for the transportation of LNG, including such limitations as TLNG may require in connection with its facilities.~~
- ~~_____ (H) _____ It shall be Shipper's responsibility to have proper insurance for Shipper's Truck(s), and Shipper shall provide TLNG with a certificate of insurance satisfactory to TLNG prior to the movement of Shipper's Truck onto TLNG's property. This requirement is without limitation to other insurance requirements specified in this tariff or required by law.~~
- ~~_____ (I) _____ If Shipper employs a carrier company to receive or deliver LNG at the Terminal, Shipper shall cause such carrier company to comply with the requirements set forth herein.~~

4.4 Operating Conditions for the Storage of LNG

(A) Boil-Off

- (1) Shipper's available Stored Volume shall be reduced by Shipper's share of the Terminal's Boil-Off. Shipper's share of such Boil-Off shall consist of the sum of the LNG boiling off as a direct result of the loading or unloading of Shipper's LNG, plus a proportionate share of the day-to-day Terminal Boil-Off, which share shall be the ratio of Shipper's Stored

Volume to the total amount of LNG in Storage.

- (2) Shipper shall make all necessary arrangements for the delivery of Shipper's share of the Terminal's Boil-Off on daily basis. If Shipper fails to nominate its share of the Terminal's Boil-Off on any Day, or if Shipper's nomination is not confirmed or not accepted at the Point of Delivery, TLNG may take title to such Gas, free and clear of any adverse claim.

(B) Transfers of Storage Inventory

- (1) Shipper may transfer by sale or otherwise all or a portion of its Stored Volume to any Shipper that receives Terminal Service under Rate Schedule FTS or FTS-2 if:

- (a) Both the transferee and transferor of the Stored Volume shall provide TLNG with verification of the transfer in writing; and
- (b) The transfer does not cause the Stored Volume to exceed the MCSC specified in the applicable Service Agreement.

- (2) Shipper may transfer by sale or otherwise all or a portion of its Stored Volume to any Shipper that receives Terminal Service under Rate Schedule ITS or ITS-2, if:

- (a) Shipper receives prior approval from TLNG for such transfer; and
- (b) All of the requirements of Section 4.4(B)(1) above are met.

- (3) TLNG will recognize the transfer for purposes of computing available Stored Volume on a prospective basis within one Business Day after receiving the verification required by Section 4.4(B)(1)(a).

(C) Cycling

Within 120 Days after a Quantity of LNG is received at the Terminal, Shipper shall cause such Quantity to be withdrawn from the Terminal, unless TLNG agrees otherwise. If Shipper fails to so withdraw such LNG, then TLNG may, at its option, take title to such LNG free and clear of any adverse claims, in which case Shipper shall indemnify TLNG and hold it harmless from all costs, damages, and liabilities arising out of the failure of Shipper to remove such LNG and the disposal of such LNG by TLNG, including storage charges under the applicable rate schedule. TLNG shall be permitted to retain any proceeds from the sale of LNG to which it takes title hereunder. TLNG shall extend the time available for Shipper to remove its Gas from Storage by one Day for every Day that Shipper

has been unable to withdraw properly nominated Quantities due to operational or force majeure conditions at TLNG's Terminal.

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- (B) TLNG shall not be obligated to deliver Regasified LNG if the total Quantities nominated for the Day are less than 72,000 Dt per Day.