



July 12, 2012

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

Re: Trunkline Gas Company, LLC
Docket No. RP12-_____
Compliance with Docket No. CP12-38-000

Dear Ms. Bose:

In compliance with the Federal Energy Regulatory Commission's (Commission) Order Amending Certificate issued February 23, 2012 in Docket No. CP12-38-000 (Order), Trunkline Gas Company, LLC (Trunkline) submits herewith for filing the following revised tariff record to its FERC Gas Tariff, Fourth Revised Volume No. 1, to commence service with facilities constructed under the amended certificate. Trunkline requests that the proposed tariff record become effective August 17, 2012, the anticipated in-service date of the DCP Eagle Plant delivery point on the South Texas Modified Transmission System.

<u>Version</u>	<u>Description</u>	<u>Title</u>
3.0.0	GT&C Section 1.	Definitions

STATEMENT OF NATURE, REASONS AND BASIS

Trunkline is filing the proposed tariff record in advance of the anticipated in-service date of DCP Eagle Plant delivery point. In compliance with Ordering Paragraph B, Trunkline is filing this tariff record no less than 30 days and no more than 60 days prior to the anticipated commencement of service. The Order grants Trunkline authorization under Section 7(c) of the Natural Gas Act to amend the certificate issued to Trunkline to modify its existing South Texas System¹. The Order authorized Trunkline to establish a new delivery point and modify the definition of the South Texas Modified Transmission System to reflect the change in the terminus from Edna to the new delivery point at DCP's Eagle Plant, as more fully described in the application and as conditioned in the body and ordering paragraphs of such Order. In compliance with Ordering Paragraph (B) of the Order, Trunkline submits herewith the actual tariff record to modify the definition of the South Texas Modified Transmission System. The tariff record submitted herewith is identical to the pro forma tariff record approved by the Order.

IMPLEMENTATION

Pursuant to Section 154.7(a)(9) of the Commission's Regulations, Trunkline requests that the revised tariff record submitted herewith become effective August 17, 2012, the anticipated in-service date of the DCP Eagle Plant delivery point on the South Texas Modified Transmission System. Trunkline reserves the right to move the tariff record into effect in the event any change to the proposed tariff record may be ordered by the Commission.

¹ Trunkline Gas Company, LLC, 135 FERC ¶61,019 (2011).

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

COMMUNICATIONS, PLEADINGS AND ORDERS

Trunkline requests that all Commission orders and correspondence as well as pleadings and correspondence from other parties concerning this filing be served on each of the following:

Michael T. Langston^{2 3}
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Chief Regulatory Officer
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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 Trunkline's office at 5051 Westheimer Road, Houston, Texas 77056. In addition, this filing is being served on all parties to the proceeding in Docket No. CP12-38-000. Trunkline has posted a copy of this filing on its Internet web site accessible via <http://www.panhandleenergy.com> under "Informational Postings, Trunkline, Other, Recent Filings".

2 Designated to receive service pursuant to Rule 2010 of the Commission's Rules of Practice and Procedure. Trunkline respectfully requests that the Commission waive Rule 203(b)(3), 18 C.F.R. § 385.203(b)(3), in order to allow Trunkline to include four 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, 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 GAS COMPANY, LLC

/s/ Stephen T. Veatch

Stephen T. Veatch
Senior Director,
Certificates and Tariffs

GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions are applicable to all services provided herein:

1. DEFINITIONS

"British Thermal Unit (Btu)" shall mean the amount of heat required to raise the temperature of one avoirdupois pound of pure water from 58.5°F to 59.5°F under standard conditions as described in Section 14.2.

"Business Day" shall mean Monday through Friday from 8:00 a.m. to 5:00 p.m. Central Clock Time, excluding Federal Banking Holidays.

"Central Time (CT)" or "Central Clock Time (CCT)" shall mean the time in the Central Time Zone, as adjusted for Daylight Savings Time and Standard Time.

"Commission" or "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency.

"Committed Properties" shall mean any and all oil or Natural Gas producing properties in which Shipper holds rights to Natural Gas which is committed to Trunkline for Transportation, as specified in Shipper's FFZ Service Agreement.

"Contract Quarter" shall mean a consecutive three Month period specified in Shipper's Rate Schedule FFZ Service Agreement.

"Dekatherm (Dt)" shall mean one thousand cubic feet of Gas (Mcf) with a heat content of 1,000 Btu per cubic foot on a measurement basis specified under Section 14 herein and based on the same pressure base as the volumes.

"DVS Party" shall mean the entity that has executed a Service Agreement under Rate Schedule DVS with Trunkline.

"Electronic Funds Transfer" shall mean payments made or effected by wire transfer (Fedwire, CHIPS, or Bank Book Entry) or Automated Clearing House (ACH) or any other recognized electronic or automated payment mechanism that is agreed upon by Shipper and Trunkline in the future.

"Electronic Gas Measurement (EGM)" shall mean that form of measurement equipment which may consist of a computerized remote terminal unit, transducers and other associated power, radio and sensing and other electronic devices to record Gas measurement and the transfer of data, without the use of charts.

"Equivalent Quantity" shall mean an aggregate Quantity of Gas nominated by a TABS-1 Party equal to the aggregate of the Specific Quantities nominated by each Shipper utilizing the TABS-1 Service Point, adjusted for transfer nominations in accordance with Sections 2.4 of Rate Schedule TABS-1.

"Field Zone" shall mean the portion of Trunkline's system located on the suction side of its Longville, Louisiana compressor station.

"Former Tariff" shall mean Trunkline's FERC Gas Tariff, Original Volume No. 1.

"Fuel Reimbursement" shall mean the reimbursement in kind to Trunkline by Shipper for fuel usage and lost or unaccounted for Gas.

"Gas" or "Natural Gas" shall mean either Natural Gas unmixed, or a mixture of natural and artificial Gas.

"Gas Day" shall mean a period of twenty-four (24) consecutive hours beginning and ending at 9:00 a.m. Central Clock Time. The reference date for any Gas Day shall be the date of the beginning of such Gas Day.

"Gathering" shall mean the receipt by Trunkline of Natural Gas from a facility connected to Trunkline's Gathering facilities and its Transportation to the outlet side of Trunkline's facilities at the terminus of any portion of Trunkline's Gathering facilities or such other mutually agreeable points on Trunkline's Gathering facilities as set forth in the Transportation Service Agreement.

"Leasehold Interest" shall mean any right, title or interest acquired by Shipper or any affiliate of Shipper in and under any Lease or any other interest in oil, Natural Gas or other minerals covering or related to fields identified on Shipper's Rate Schedule FFZ Service Agreement, including, without limitation, interests under farm-in or farm-out agreements, exploration agreements, production-sharing agreements and other contractual rights but specifically excluding mere rights to the proceeds of production, including, without limitation, overriding royalty interests.

"Long-Term Agreement" shall mean a Service Agreement with a primary term of one year or more.

"Master Delivery Point List (MDPL)" shall mean the current list of meter stations and points, excluding meter stations and points on the South Texas Modified Transmission System, available to Shippers as Points of Delivery as posted on the Messenger® system at any time.

"Master Parking Point List (MPPL)" shall mean the current list of points available to Shippers as Parking Points as posted on the Messenger® system at any time.

"Master Receipt Point List (MRPL)" shall mean the current list of meter stations and points, excluding meter stations and points on the South Texas Modified Transmission System, available to Shippers as Points of Receipt as posted on the Messenger® system at any time.

"Maximum Contract Storage Capacity (MCSC)" shall mean the maximum Quantity of Gas which Shipper is permitted to have in storage at any time as stated in the Service Agreement.

"Maximum Daily Delivery Obligation (MDDO)" shall mean the maximum Quantity of Gas assigned to a specific primary Point of Delivery, as stated in the Service Agreement, that Trunkline is obligated to deliver to Shipper at that point on any Gas Day.

"Maximum Daily Injection Quantity (MDIQ)" shall mean the maximum Quantity of Gas, as stated in the Service Agreement, that Trunkline is obligated to inject into storage for Shipper on any Gas Day.

"Maximum Daily Quantity (MDQ)" shall mean the maximum Quantity of Natural Gas, as stated in the Service Agreement, that Trunkline is obligated to deliver on any Gas Day to Shipper.

"Maximum Daily Receipt Obligation (MDRO)" shall mean the maximum Quantity of Gas assigned to a specific primary Point of Receipt, as stated in the Service Agreement, that Trunkline is obligated to receive from Shipper at that point on any Gas Day.

"Maximum Daily Variance Quantity (MDVQ)" shall mean the maximum Quantity of Gas that Trunkline is obligated to manage under Rate Schedule DVS.

"Maximum Daily Withdrawal Quantity (MDWQ)" shall mean the maximum Quantity of Gas, as stated in the Service Agreement, that Trunkline is obligated to withdraw from storage for Shipper on any Gas Day.

"Maximum Rate" shall mean the applicable maximum rate as set forth on the Currently Effective Rates for the applicable Rate Schedule, plus all surcharges specified in the General Terms and Conditions, as may be applicable from time to time.

"Messenger®" shall mean the electronic communication system offered by Trunkline on a nondiscriminatory basis to any person that has compatible equipment for electronic transmission of data; provided that such person has executed a Messenger® Agreement, has been assigned a USERID and password and agrees to comply with the procedures for access to and use of the Messenger® system.

"Minimum Rate" shall mean the applicable minimum rate as set forth on the Currently Effective Rates for the applicable Rate Schedule.

"Month" shall mean the period beginning at 9:00 a.m. Central Clock Time on the first Gas Day of the calendar month and continuing through the last Gas Day of the calendar month.

"Mcf" shall mean 1,000 cubic feet of Gas at 14.73 psia (dry).

"MMcf" shall mean 1,000,000 cubic feet of Gas at 14.73 psia (dry).

"Negative Parked Quantity" shall mean the Quantity of Gas that Shipper has received from Parking in excess of the sum of the Parked Quantity at any point in time.

"Negotiated Rate" shall mean the rate agreed to by Shipper and Trunkline which may be less than, equal to or greater than the Maximum Rate but shall not be less than the Minimum Rate. The Negotiated Rate may be based on a rate design other than straight fixed variable and may include a minimum quantity.

"OBA Party" shall mean the entity that has executed an Operational Balancing Agreement with Trunkline.

"Off-Peak" shall mean April, May, June, July, August, September and October.

"Operational Balancing Agreement (OBA)" shall mean a contract between two parties which specifies the procedures to manage operating variances at an interconnect pursuant to Section 7 herein.

"Operational Flow Order (OFO)" shall mean an order issued by Trunkline to any Shipper, OBA Party or TABS-1 Party pursuant to Section 6 herein.

"Parked Quantity" shall mean the Quantity of Gas, expressed in dekatherms, held for the account of Shipper at a specific Parking Point at any point in time.

"Parking" shall mean the receipt by Trunkline of Gas from or for the account of Shipper, the holding of such Gas for a period of time and the subsequent redelivery to Shipper.

"Peak" shall mean November, December, January, February and March.

"Point of Delivery" shall mean a point at the outlet side of Trunkline's facilities at a point of interconnection between the facilities of Trunkline and the facilities of Shipper or Shipper's designee, or such other mutually agreeable point as set forth in the Service Agreement. Multiple meters delivering to the same integrated service area of a Shipper may be considered to be a single Point of Delivery, subject to Trunkline's agreement.

"Point of Receipt" shall mean a point at the inlet side of Trunkline's facilities at a point of interconnection between the facilities of Trunkline and facilities of Shipper or Shipper's designee, or such other mutually agreeable point as set forth in the Service Agreement.

"Pre-arranged Replacement Shipper (PRS)" shall mean the entity designated by Releasing Shipper prior to the released capacity being posted on the Messenger[®] system. The PRS must be on the approved bidders list in accordance with Section 9.4(A) of the General Terms and Conditions and will become a Replacement Shipper upon selection of its bid as the best bid.

"Primary Path" shall mean a physical transportation path, which includes Trunkline's facilities or facilities available under contract to Trunkline, used to effectuate Shipper's transaction most

directly for Quantities associated with the primary Points of Receipt and the primary Points of Delivery as stated in the Service Agreement.

"Quantity of Gas" or "Quantities" shall mean the number of units of Gas expressed in Dekatherms (Dt).

"Releasing Shipper" shall mean a firm Shipper that releases capacity pursuant to Section 9 herein.

"Replacement Shipper" shall mean any entity that obtains capacity from a Releasing Shipper pursuant to Section 9 herein.

"Service Agreement" shall mean the written executed agreement, in the form prescribed in this Tariff, applicable to the particular Rate Schedule under which service is being provided, including a Capacity Release Service Agreement.

"Shipper" shall mean the entity that has executed a Service Agreement with Trunkline for any capacity release or any Transportation or Storage service.

"South Texas Master Delivery Point List" or "South Texas MDPL" shall mean the current list of meter stations and points available to Shippers with Primary Points of Delivery on the South Texas Modified Transmission System as posted on the Messenger® system at any time.

"South Texas Master Receipt Point List" or "South Texas MRPL" shall mean the current list of meter stations and points available to Shippers with Primary Points of Receipt on the South Texas Modified Transmission System as posted on the Messenger® system at any time.

"South Texas Modified Transmission System" shall mean that portion of Trunkline's Field Zone located upstream of the inlet connection of the DCP Eagle Plant, Jackson County, Texas.

"Specific Quantity" shall mean a Quantity of Gas equal to the receipt nomination of each Shipper utilizing a TABS-1 Service Point.

"Storage" shall mean the injection by Trunkline of Gas for the account of Shipper into Trunkline's Epps Storage Field, the retention by Trunkline of that Gas for a period of time in Trunkline's Epps Storage Field, and the withdrawal of that Gas from Trunkline's Epps Storage Field, all pursuant to Rate Schedule NNS-1, NNS-2, FSS or ISS.

"Stored Volume" shall mean the Quantity of Gas, expressed in dekatherms, held by Trunkline in storage for Shipper's account at any point in time.

"Summer Period" shall mean the period from April 1 through October 31.

"TABS-1 Party" shall mean the entity that has executed a TABS-1 Service Agreement with Trunkline.

"TABS-1 Service Area" shall mean a specific geographic location where aggregated receipts are nominated and scheduled as more fully described in Rate Schedule TABS-1.

"Thermal or Thermally Equivalent" shall mean an equal number of Btus.

"Throughput Commitment" shall mean a Quantity of Gas as described in Section 2.5 of Rate Schedule FFZ.

"Transportation" shall mean forward haul, backhaul, exchange or any other method of transport of Gas as defined in the FERC's Regulations, except Storage.

"Transportation Service Agreement" shall mean a Service Agreement for Transportation service provided under Rate Schedule FT, SST, EFT, QNT, LFT, IT, QNIT or FFZ.

"Trunkline" shall mean Trunkline Gas Company, LLC.

"Unauthorized Gas" shall mean any Quantity of Gas either received or delivered at a meter without any Shipper nomination.

"Web Site" shall mean Trunkline's HTML page accessible via the Internet's World Wide Web located at <http://www.panhandleenergy.com>.

"Winter Period" shall mean the period from November 1 through March 31 of the next year.

"Zone 1A" shall mean the portion of Trunkline's system located on the discharge side of its Longville, Louisiana compressor station and extending north to the suction side of its Dyersburg, Tennessee compressor station.

"Zone 1B" shall mean the portion of Trunkline's system located on the discharge side of its Dyersburg, Tennessee compressor station and extending north to the suction side of its Tuscola, Illinois compressor station.

"Zone 2" shall mean the portion of Trunkline's system located on the discharge side of its Tuscola, Illinois compressor station and extending north to the terminus of its system.

"Zone" or "Zones" shall mean the portion of Trunkline's system located in the Field Zone, Zone 1A, Zone 1B or Zone 2 as defined in this Section 1.

MARKED VERSION

GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions are applicable to all services provided herein:

1. DEFINITIONS

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"Contract Quarter" shall mean a consecutive three Month period specified in Shipper's Rate Schedule FFZ Service Agreement.

"Dekatherm (Dt)" shall mean one thousand cubic feet of Gas (Mcf) with a heat content of 1,000 Btu per cubic foot on a measurement basis specified under Section 14 herein and based on the same pressure base as the volumes.

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"Electronic Funds Transfer" shall mean payments made or effected by wire transfer (Fedwire, CHIPS, or Bank Book Entry) or Automated Clearing House (ACH) or any other recognized electronic or automated payment mechanism that is agreed upon by Shipper and Trunkline in the future.

"Electronic Gas Measurement (EGM)" shall mean that form of measurement equipment which may consist of a computerized remote terminal unit, transducers and other associated power, radio and sensing and other electronic devices to record Gas measurement and the transfer of data, without the use of charts.

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"Leasehold Interest" shall mean any right, title or interest acquired by Shipper or any affiliate of Shipper in and under any Lease or any other interest in oil, Natural Gas or other minerals covering or related to fields identified on Shipper's Rate Schedule FFZ Service Agreement, including, without limitation, interests under farm-in or farm-out agreements, exploration agreements, production-sharing agreements and other contractual rights but specifically excluding mere rights to the proceeds of production, including, without limitation, overriding royalty interests.

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"Messenger®" shall mean the electronic communication system offered by Trunkline on a nondiscriminatory basis to any person that has compatible equipment for electronic transmission of data; provided that such person has executed a Messenger® Agreement, has been assigned a USERID and password and agrees to comply with the procedures for access to and use of the Messenger® system.

"Minimum Rate" shall mean the applicable minimum rate as set forth on the Currently Effective Rates for the applicable Rate Schedule.

"Month" shall mean the period beginning at 9:00 a.m. Central Clock Time on the first Gas Day of the calendar month and continuing through the last Gas Day of the calendar month.

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"Parking" shall mean the receipt by Trunkline of Gas from or for the account of Shipper, the holding of such Gas for a period of time and the subsequent redelivery to Shipper.

"Peak" shall mean November, December, January, February and March.

"Point of Delivery" shall mean a point at the outlet side of Trunkline's facilities at a point of interconnection between the facilities of Trunkline and the facilities of Shipper or Shipper's designee, or such other mutually agreeable point as set forth in the Service Agreement. Multiple meters delivering to the same integrated service area of a Shipper may be considered to be a single Point of Delivery, subject to Trunkline's agreement.

"Point of Receipt" shall mean a point at the inlet side of Trunkline's facilities at a point of interconnection between the facilities of Trunkline and facilities of Shipper or Shipper's designee, or such other mutually agreeable point as set forth in the Service Agreement.

"Pre-arranged Replacement Shipper (PRS)" shall mean the entity designated by Releasing Shipper prior to the released capacity being posted on the Messenger[®] system. The PRS must be on the approved bidders list in accordance with Section 9.4(A) of the General Terms and Conditions and will become a Replacement Shipper upon selection of its bid as the best bid.

"Primary Path" shall mean a physical transportation path, which includes Trunkline's facilities or facilities available under contract to Trunkline, used to effectuate Shipper's transaction most

directly for Quantities associated with the primary Points of Receipt and the primary Points of Delivery as stated in the Service Agreement.

"Quantity of Gas" or "Quantities" shall mean the number of units of Gas expressed in Dekatherms (Dt).

"Releasing Shipper" shall mean a firm Shipper that releases capacity pursuant to Section 9 herein.

"Replacement Shipper" shall mean any entity that obtains capacity from a Releasing Shipper pursuant to Section 9 herein.

"Service Agreement" shall mean the written executed agreement, in the form prescribed in this Tariff, applicable to the particular Rate Schedule under which service is being provided, including a Capacity Release Service Agreement.

"Shipper" shall mean the entity that has executed a Service Agreement with Trunkline for any capacity release or any Transportation or Storage service.

"South Texas Master Delivery Point List" or "South Texas MDPL" shall mean the current list of meter stations and points available to Shippers with Primary Points of Delivery on the South Texas Modified Transmission System as posted on the Messenger® system at any time.

"South Texas Master Receipt Point List" or "South Texas MRPL" shall mean the current list of meter stations and points available to Shippers with Primary Points of Receipt on the South Texas Modified Transmission System as posted on the Messenger® system at any time.

"South Texas Modified Transmission System" shall mean that portion of Trunkline's Field Zone located upstream of the ~~suction side of the Edna, Texas compressor station~~ inlet connection of the DCP Eagle Plant, Jackson County, Texas.

"Specific Quantity" shall mean a Quantity of Gas equal to the receipt nomination of each Shipper utilizing a TABS-1 Service Point.

"Storage" shall mean the injection by Trunkline of Gas for the account of Shipper into Trunkline's Epps Storage Field, the retention by Trunkline of that Gas for a period of time in Trunkline's Epps Storage Field, and the withdrawal of that Gas from Trunkline's Epps Storage Field, all pursuant to Rate Schedule NNS-1, NNS-2, FSS or ISS.

"Stored Volume" shall mean the Quantity of Gas, expressed in dekatherms, held by Trunkline in storage for Shipper's account at any point in time.

"Summer Period" shall mean the period from April 1 through October 31.

"TABS-1 Party" shall mean the entity that has executed a TABS-1 Service Agreement with Trunkline.

"TABS-1 Service Area" shall mean a specific geographic location where aggregated receipts are nominated and scheduled as more fully described in Rate Schedule TABS-1.

"Thermal or Thermally Equivalent" shall mean an equal number of Btus.

"Throughput Commitment" shall mean a Quantity of Gas as described in Section 2.5 of Rate Schedule FFZ.

"Transportation" shall mean forward haul, backhaul, exchange or any other method of transport of Gas as defined in the FERC's Regulations, except Storage.

"Transportation Service Agreement" shall mean a Service Agreement for Transportation service provided under Rate Schedule FT, SST, EFT, QNT, LFT, IT, QNIT or FFZ.

"Trunkline" shall mean Trunkline Gas Company, LLC.

"Unauthorized Gas" shall mean any Quantity of Gas either received or delivered at a meter without any Shipper nomination.

"Web Site" shall mean Trunkline's HTML page accessible via the Internet's World Wide Web located at <http://www.panhandleenergy.com>.

"Winter Period" shall mean the period from November 1 through March 31 of the next year.

"Zone 1A" shall mean the portion of Trunkline's system located on the discharge side of its Longville, Louisiana compressor station and extending north to the suction side of its Dyersburg, Tennessee compressor station.

"Zone 1B" shall mean the portion of Trunkline's system located on the discharge side of its Dyersburg, Tennessee compressor station and extending north to the suction side of its Tuscola, Illinois compressor station.

"Zone 2" shall mean the portion of Trunkline's system located on the discharge side of its Tuscola, Illinois compressor station and extending north to the terminus of its system.

"Zone" or "Zones" shall mean the portion of Trunkline's system located in the Field Zone, Zone 1A, Zone 1B or Zone 2 as defined in this Section 1.