

January 6, 2012

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

Re: Tennessee Gas Pipeline Company, L.L.C.
Tariff Clean Up Filing Docket No. RP11-1942- _____

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act (“NGA”), Part 154 of the Regulations of the Federal Energy Regulatory Commission (“Commission”), 18 C.F.R. Part 154, Tennessee Gas Pipeline Company, L.L.C. (“Tennessee”) hereby submits for filing and acceptance revised tariff sheets to its FERC Gas Tariff, Sixth Revised Volume No. 1 (“Tariff”), which Tariff sheets are listed below. Tennessee respectfully requests that the revised Tariff sheets be effective January 1, 2012 to correspond with the Commission’s previously approved effective date in this Docket No. RP11-1492 proceeding¹.

			<u>Version</u>
Third Revised Sheet No. 293	Sheet No. 293	General Terms and Conditions	3.0.0
Sub Third Revised Sheet No. 304	Sheet No. 304		3.1.0

Statement of Nature, Reasons and Basis for Filing

The purpose of this filing is to (1) revise the General Terms and Conditions (“GT&C”) Index to Provisions on Tariff Sheet No. 293 to reflect revisions to Article II of the GT&C that correspond with the accepted Gas Quality Interchangeability Settlement (“Settlement”) Tariff sheets, which became effective January 1, 2012, and (2) to correct two section designations and a typographical error on Tariff Sheet 304.

On November 4, 2011², the Commission approved the Settlement, without modifications, including the *pro forma* Tariff sheets submitted with the Settlement. On December 1, 2011, Tennessee filed the actual Tariff sheets to implement the Settlement, and in a December 14, 2011 letter order³, the Commission accepted these Tariff sheets to be effective on January 1, 2012. Since the December 1, 2011 filing, Tennessee has discovered that it inadvertently neglected to revise the GT&C Index to Provisions to reflect the revisions to Article II on the *pro forma* Tariff sheets filed with the Offer of Settlement on September 22, 2011 and the actual Tariff sheets filed on December 1, 2011. Additionally, on Tariff Sheet 304, there are two section designations and one typographical error that require correction.

Tennessee respectfully requests the Commission’s consideration in accepting the corrected Tariff sheets and apologizes for any inconvenience. Tennessee respectfully requests that these Tariff sheets be effective January 1, 2012.

¹ *Tennessee Gas Pipeline Co., L.L.C.*, 137 FERC ¶ 61,111 (November 2011).

² *Id.*

³ *Tennessee Gas Pipeline Co., L.L.C.*, Unpublished Letter Order, Docket No. RP11-1942-001, December 14, 2011.

Contents of Filing

In accordance with 18 C.F.R. § 154.7(a)(1) of the Commission's Regulations, Tennessee submits the following .xml filing package containing:

- (1) The Tariff sheets being revised in .rtf format with metadata attached;
- (2) A transmittal letter in .pdf format;
- (3) A clean version of the revised Tariff sheets in .pdf format for posting on eLibrary;
- (4) A marked version of the revised Tariff sheets in .pdf format pursuant to 18 C.F.R. §154.201; and
- (5) A copy of the entire filing in .pdf format for posting on eLibrary.

Service and Correspondence

The undersigned certifies that a copy of this filing has been served electronically pursuant to 18 C.F.R §154.208 on Tennessee's customers and affected state regulatory commissions. A paper copy of this filing may only be served if a customer has been granted waiver of electronic service pursuant to 18 C.F.R. Part 390 of the Commission's Regulations. In addition, an electronic copy of this filing is available for public inspection during regular business hours in Tennessee's office at 1001 Louisiana Street, Houston, Texas 77002.

Pursuant to 18 C.F.R. §385.2005 and §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 knowledge and belief of the undersigned. The names and mailing addresses of the persons to whom correspondence and communications concerning this filing should be directed are as follows:

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(*Persons designated for service in accordance with Rule 203 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 395.203.)

Effective Date and Waiver

Tennessee respectfully requests that the Commission grant all waivers of its Regulations necessary to accept and approve Tennessee's request for its Tariff proposals as described in this transmittal letter to be effective January 1, 2012.

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GENERAL TERMS AND CONDITIONS (continued)

II. QUALITY

6(a) Hydrocarbon Dewpoint
(continued)

- (iv) To the extent that it does not create undue risk of an HDP Problem, Transporter will not apply the Hydrocarbon Dewpoint limits of this Section to receipts into Transporter's system from storage facilities and from meters that are not upstream of a processing plant with available capacity and that flow 500 dth or less per day.
- (v) Transporter will provide as much notice of such limitation as reasonably practicable and will attempt to provide such notice at least ten (10) days prior to the effective date of the limitation.
- (vi) Posted Hydrocarbon Dewpoint limitations shall not exceed the limits needed to correct the specifically identified or anticipated HDP Problem on specific HDP Segments of Transporter's system.
- (vii) Where the Transporter can not fully correct an HDP Problem by posting a Hydrocarbon Dewpoint limit in the most downstream HDP Segment experiencing or anticipating an HDP Problem, it shall post a Hydrocarbon Dewpoint limit in subsequent upstream HDP Segment(s) if Transporter determines that such upstream posting is operationally necessary. However, the Hydrocarbon Dewpoint limit in the subsequent HDP Segment(s) may be no stricter than the limit in the first HDP Segment. Where the Hydrocarbon Dewpoint of an upstream Monitoring Point complies with the posted Hydrocarbon Dewpoint limit, Transporter shall not apply any Hydrocarbon Dewpoint limit to that point or any other upstream receipt point in the sequential HDP Segment.
- (viii) When Transporter posts a Hydrocarbon Dewpoint limit for a particular HDP Segment, all gas receipts into the affected HDP Segment either from interconnects or from any adjacent HDP Segment feeding gas directly into the affected HDP Segment must meet the posted HDP limit for the affected HDP Segment.
- (ix) Transporter will not require processing of gas at receipt points upstream of the tailgate of a straddle plant that meets the posted Hydrocarbon Dewpoint limit without processing.
- (x) To the extent operationally feasible, Transporter shall allow gas that does not meet a posted Hydrocarbon Dewpoint limitation at receipt points to continue to flow provided that Transporter approves a pairing proposal as set forth in Section 6(c).
- (xi) Transporter shall allow gas that does not meet a posted Hydrocarbon Dewpoint limitation at receipt points to continue to flow provided that the Shipper or a third party provides to Transporter proof of processing at a plant within the HDP Segment where the gas at the tailgate of that plant satisfies the Hydrocarbon Dewpoint limitation for the applicable HDP Segment.

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GENERAL TERMS AND CONDITIONS (continued)

II. QUALITY

~~3.4.6~~ (a) Hydrocarbon Dewpoint
(continued)

- (iv) To the extent that it does not create undue risk of an ~~HPD~~-HDP Problem, Transporter will not apply the Hydrocarbon Dewpoint limits of this Section to receipts into Transporter's system from storage facilities and from meters that are not upstream of a processing plant with available capacity and that flow 500 dth or less per day.
- (v) Transporter will provide as much notice of such limitation as reasonably practicable and will attempt to provide such notice at least ten (10) days prior to the effective date of the limitation.
- (vi) Posted Hydrocarbon Dewpoint limitations shall not exceed the limits needed to correct the specifically identified or anticipated HDP Problem on specific HDP Segments of Transporter's system.
- (vii) Where the Transporter can not fully correct an HDP Problem by posting a Hydrocarbon Dewpoint limit in the most downstream HDP Segment experiencing or anticipating an HDP Problem, it shall post a Hydrocarbon Dewpoint limit in subsequent upstream HDP Segment(s) if Transporter determines that such upstream posting is operationally necessary. However, the Hydrocarbon Dewpoint limit in the subsequent HDP Segment(s) may be no stricter than the limit in the first HDP Segment. Where the Hydrocarbon Dewpoint of an upstream Monitoring Point complies with the posted Hydrocarbon Dewpoint limit, Transporter shall not apply any Hydrocarbon Dewpoint limit to that point or any other upstream receipt point in the sequential HDP Segment.
- (viii) When Transporter posts a Hydrocarbon Dewpoint limit for a particular HDP Segment, all gas receipts into the affected HDP Segment either from interconnects or from any adjacent HDP Segment feeding gas directly into the affected HDP Segment must meet the posted HDP limit for the affected HDP Segment.
- (ix) Transporter will not require processing of gas at receipt points upstream of the tailgate of a straddle plant that meets the posted Hydrocarbon Dewpoint limit without processing.
- (x) To the extent operationally feasible, Transporter shall allow gas that does not meet a posted Hydrocarbon Dewpoint limitation at receipt points to continue to flow provided that Transporter approves a pairing proposal as set forth in Section ~~3.4.6~~(c).
- (xi) Transporter shall allow gas that does not meet a posted Hydrocarbon Dewpoint limitation at receipt points to continue to flow provided that the Shipper or a third party provides to Transporter proof of processing at a plant within the HDP Segment where the gas at the tailgate of that plant satisfies the Hydrocarbon Dewpoint limitation for the applicable HDP Segment.