

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, D.C. 20426

OFFICE OF ENERGY PROJECTS

In Reply Refer To:
OEP/DG2E/Gas 4
Gulfstream LNG Development, LLC
Gulfstream LNG Terminal Project
Docket No. PF24-5-000

May 16, 2024

VIA Electronic Mail

Vivek Chandra
CEO
Gulfstream LNG Development, LLC
vc@gulfstreamlng.com

Re: Approval of Pre-Filing Request

Dear Mr. Chandra:

Thank you for your letter, filed April 17, 2024, requesting use of the Federal Energy Regulatory Commission's (FERC or Commission) pre-filing review process for Gulfstream LNG Development, LLC's (Gulfstream LNG) planned Gulfstream LNG Terminal Project. We believe that beginning the Commission's review of this proposal prior to the receipt of your application will greatly improve our ability to identify issues early and address them in our environmental document.

As stated in your letter, Gulfstream LNG plans to construct a new liquefied natural gas (LNG) export facility with gas processing facilities; three LNG trains; one LNG storage tank; two marine loading births; and one on-site power generation plant, all in Plaquemines Parish, Louisiana. The LNG export facility has a planned export capacity of 4 million tonnes per year of LNG.

Your letter also stated that Gulfstream LNG intends to file an application in September 2024. I note that the Commission's regulations require that the pre-filing period be no less than 180 days; the filing of your formal application must adhere to this requirement (see Title 18 Code of Federal Regulations Part 157 Subpart A Section 21). When Gulfstream LNG files its application with the Commission, we will evaluate the progress made during the pre-filing process, based in part on your success in resolving the issues raised during scoping. Once we determine that your application is ready for

processing, we will establish a schedule for completion of the environmental document and for the issuance of all other federal authorizations.

My staff has reviewed the proposals submitted for the selection of a third-party contractor to assist us in preparing the National Environmental Policy Act (NEPA) documentation. We have selected Perennial Environmental Services, LLC (Perennial) as the third-party contractor to work solely under the direction of the Commission staff. Factors considered in this selection included technical approach, personnel qualifications, past work history, and clearance of any organizational conflict of interest. I request that you proceed with executing a contract with Perennial. We have prepared the attached Memorandum of Understanding between the Federal Energy Regulatory Commission, Gulfstream LNG, and Perennial (MOU) in accordance with the Commission's *Handbook for Using Third-Party Contractors to Prepare Environmental Documents*. The MOU describes the duties and responsibilities of each signatory of the agreement. Please coordinate the remaining signatures between Gulfstream LNG and Perennial and then file the signed MOU on eLibrary under the project's docket number. The MOU should be filed as "public."

As specified in the MOU, Commission staff must have complete control over the scope, content, and quality of the contractor's work; sole ownership of all documents (other than those related to financial aspects) produced under the contract; and complete control over the schedule for completion of the third-party contractor's work. Commission staff will independently evaluate the results of the third-party contractor's work and the Commission, through its staff, will bear ultimate responsibility for full compliance with the requirements of NEPA.

Once Gulfstream LNG files its application, your project may qualify as a covered project under Title 41 of the Fixing America's Surface Transportation Act (FAST Act). We encourage you to review the information regarding FAST-41 on our website, www.ferc.gov. If you have any questions, please contact the Office of Energy Projects' Environmental Project Manager for your project, Hosanna Loreaux at (202) 502-8670.

Sincerely,

**JOHN
WOOD**

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by JOHN WOOD
Date: 2024.05.16
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for

Terry L. Turpin

Director

Office of Energy Projects

MEMORANDUM OF UNDERSTANDING

Between the

Federal Energy Regulatory Commission,

Gulfstream LNG Development, LLC, and Perennial Environmental Services, LLC

a. Background.

The Energy Policy Act of 1992¹ and related regulations provide for the use of third-party contracts to assist agencies in satisfying the requirements of the National Environmental Policy Act (NEPA).² In its “Forty Questions” issued in the Federal Register on 23 March 1981, the Council on Environmental Quality indicated the term “third-party contract” referred to contractors paid by the applicant but selected by the agency. 40 CFR 1506.5(b)(4) further stipulates that the contractor must submit a disclosure statement specifying any financial or other interest in the outcome of the action. If the NEPA document is prepared with third-party contract assistance, the responsible agency must participate in the preparation and shall independently evaluate the NEPA document prior to its approval. The agency must also take full responsibility for the scope and contents of the NEPA document (40 CFR 1056.5(b)(2)).

On April 17, 2024, Gulfstream LNG Development, LLC (Gulfstream LNG) filed a request with the Federal Energy Regulatory Commission (FERC) to use the pre-filing review process for the planned Gulfstream LNG Terminal Project. FERC staff approved the request in Docket No. PF24-5-000 and selected Perennial Environmental Services, LLC (Perennial) as the NEPA third-party contractor. FERC staff requested that Gulfstream LNG proceed with preparing a Memorandum of Understanding (MOU) between the FERC, Gulfstream LNG, and Perennial.

This MOU defines the roles and obligations of the FERC as the federal agency responsible for the NEPA review; Gulfstream LNG as the private entity with a planned or pending application before the FERC (referred to as Applicant); and Perennial as the independent contractor chosen by FERC staff (referred to as Contractor). The contract between the Applicant and the Contractor will be executed pursuant to the third-party contracting procedures set forth in 40 CFR

¹ 16 U.S.C. 797d.

² 42 U.S.C. §§ 4321-4370h (2012).

1506.5 and as described in the FERC *Handbook for using Third-Party Contractors to Prepare Environmental Documents* (July 2022).

The FERC staff of the Office of Energy Projects (OEP) will direct the activities of the contractor in the consultation, reviews, preparation, and processing of the documents within the scope of the contract. **The Applicant will not control or direct the activities of the Contractor, except with respect to the processing of invoices.**

b. Obligations of the Applicant

- I. The Applicant certifies that the selected Contractor, to the best of its knowledge, has no financial or other interest in the outcome of the project. Specifically, the contract or project provides no unfair competitive advantage to the Contractor.
- II. The Applicant certifies that the Applicant and the Contractor have no relationships that could impair the Contractor's objectivity in performing the contract work.
- III. All communications with the Contractor will be restricted to the financial components of its contract. Communications on the merits of the Applicant's project may only be conducted jointly with OEP staff, subject to any disclosure and ex parte requirements.
- IV. The Applicant will be solely responsible for all Contractor and subcontractor fees, costs, and expenses.
- V. The Applicant will retain no rights to the products of the contract.
- VI. The Applicant and Contractor roles and obligations outlined in this MOU will be included as mandatory provisions in the contract between Applicant and Contractor.

c. Obligations of the Contractor (and all subcontractors, as appropriate)

- I. The Contractor certifies that it has no conflict of interest in performing the work required under the contract and certifies that it has no financial or other interest in the outcome of the Commission's review.
- II. The Contractor certifies that its Organizational Conflict of Interest (OCI) Statement provided to FERC for review prior to selection is accurate.

- III. The Contractor has a continuing obligation to identify conflicts of interest that may arise because of changes in corporate identity, affiliation, structure, or ownership, or changes to the contract throughout the actual performance period of the work. Therefore, the OCI Statement must be refreshed **on an annual basis**, at a minimum, and more frequently if the Contractor's business relationships have changed in a manner that affects the previously submitted OCI Statement.
- IV. In the event an OCI is discovered after award, the Contractor certifies that it will **immediately** notify the OEP Environmental Project Manager and will submit a plan to mitigate the conflict. The mitigation plan will be submitted to FERC's Office of General Counsel – General and Administrative Law for review and written determination as to whether the plan can be implemented **within 30 days** of the identification of an OCI.
- V. The Contractor agrees to only communicate with the Applicant on financial issues related to the executed contract, unless OEP staff is present and subject to any disclosure and ex parte requirements.
- VI. All work performed by the Contractor will be under the direction of and meet any timeframes established by OEP staff. General duties of the contractor are listed in Chapter 2.4 of the *Handbook for Using Third-Party Contractors to Prepare Environmental Documents*. These duties are also listed within the sample Request for Proposals included in Chapter 3 of the Handbook.
- VII. The Contractor shall not replace its Project Manager, assistant Project Manager, or other key employee or subcontractor personnel without the prior consultation of the OEP staff.

d. Obligations of OEP

- I. OEP will select the Contractor, based on its independent review of the technical, managerial, personnel, and OCI aspects of each proposal.
- II. OEP will set the schedule for completion of the NEPA document and all associated documents.
- III. OEP will be responsible for providing technical direction to the Contractor throughout the NEPA review process.

- IV. OEP will identify all information necessary to complete its review and will decide on the inclusion or deletion of all material in the NEPA document.
- V. OEP staff has the right, at any time and in their sole discretion, to have any personnel of the Contractor, or the Contractor's subcontractor, either temporarily or permanently dismissed from the project.

e. Expiration

This MOU shall become effective upon signature of all three parties and shall expire following completion of the contracted scope of work as agreed to by the parties to the agreement.

f. Termination

This MOU may be terminated prior to expiration with the written consent of all three parties. Each party may initiate termination upon **30 days** written notice to the other parties. During the intervening 30 days, the parties agree to actively attempt to resolve any outstanding disputes or disagreements.

g. Effective Date

This MOU and any attachments hereto shall become effective upon signature of all three parties.

SIGNATURES OF AGREEMENT

Federal Energy Regulatory Commission

JOHN
WOOD

Digitally signed by
JOHN WOOD
Date: 2024.05.16
14:37:54 -04'00'

Signature

for
Terry Turpin

Typed Name

Director, Office of Energy Projects

Typed Title

Date

Applicant – Gulfstream LNG Development, LLC

Signature

Vivek Chandra

Typed Name

CEO

Typed Title

Date

ATTACHMENT

Contractor – Perennial Environmental Services, LLC

Signature

Leslie Yoo
Typed Name

Executive Vice President
Typed Title

Date

Document Content(s)

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