



TRINITY UNIVERSITY

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Request for Written Regulatory Interpretation – Master Meter System Classification

VIA EMAIL (Pipeline_interp_submittal@dot.gov)
Office of Pipeline Safety (PHP-30)
Pipeline and Hazardous Materials Safety Administration
U.S. Department of Transportation
1200 New Jersey Avenue SE
Washington, DC 20590-0001

Re: Request for Written Regulatory Interpretation Regarding Master Meter System Classification Under 49 C.F.R. Part 192

Dear Office of Pipeline Safety:

I write on behalf of Trinity University to request a written regulatory interpretation regarding whether the University's natural gas distribution system should properly be classified as a Master Meter System ("MMS") under 49 C.F.R. Part 192 and applicable PHMSA guidance, including Interpretation PI-17-0012.

Trinity University is a private university located in San Antonio, Texas. The University purchases natural gas for use across its campus to support institutional operations, including residence halls, academic buildings, administrative facilities, and dining services.

The University's position is that it is the ultimate consumer of the natural gas and is not distributing gas to third-party "ultimate consumers" in a manner that would subject it to MMS classification.

We understand that under PHMSA guidance, a university is generally considered a Master Meter System when it purchases natural gas and distributes it to third-party ultimate consumers who directly or indirectly pay for that gas, whether through metering, rent, lease payments, concession arrangements, or similar mechanisms. Conversely, when an institution uses natural gas to operate its own facilities and institutional functions, it is considered the consumer of the gas rather than a distributor.

The principal issue requiring interpretation concerns the University's dining services operations, managed by the third-party contractor Chartwells Higher Education.

Chartwells operates the University's dining services program pursuant to a cost-plus management services agreement. Under that agreement:

- Chartwells serves as an independent contractor managing and operating Trinity University's dining services program;
- Trinity pays Chartwells a management fee for those services;
- Payment flows from Trinity to Chartwells, rather than from Chartwells to Trinity through rent, concession fees, utility reimbursement, or lease payments;
- Trinity provides the facilities and premises and furnishes utilities, including natural gas, electricity, water, heating, and refrigeration;
- Utilities are expressly provided by Trinity as part of the institutional operation; and
- Trinity retains significant operational oversight, including facilities control, staffing approvals, inspections, and compliance obligations.

The University believes this structure reflects an outsourced institutional function rather than a landlord-tenant, concessionaire, or sub metered utility relationship. Trinity does not resell natural gas to Chartwells, and Chartwells does not separately purchase or reimburse Trinity for gas usage.

However, the Railroad Commission of Texas has expressed concern about "equipment run or operated by a third party that utilizes natural gas," suggesting a potentially broader interpretation than PHMSA's published focus on whether gas is delivered to ultimate consumers who pay for it, directly or indirectly.

Accordingly, Trinity respectfully requests PHMSA's written interpretation of the following:

1. Under PHMSA's interpretation of 49 C.F.R. Part 192 and PI-17-0012, does a university become a Master Meter System solely because a contracted third-party service provider operates gas-fired equipment on campus, where the university purchases the gas, furnishes the utilities, retains ownership and control of the facilities, and pays the contractor under a cost-plus management services agreement?
2. Does the distinction between a management services contractor and a tenant, concessionaire, or lessee control the analysis of whether the contractor is an "ultimate consumer" for purposes of MMS classification?
3. Where no rent, lease payment, utility reimbursement, or concession fee is paid by the contractor to the university, and the contractor is performing the institution's own operational function, should the institution properly be treated as the end user and ultimate consumer of the gas?
4. Does the existence of exclusive operating rights for dining, catering, concessions, or retail food service alter the MMS analysis where the underlying contractual structure remains a management services arrangement rather than a lease or concession relationship?

Trinity University
Request for Written Regulatory Interpretation

Because the Railroad Commission's current inquiry may significantly affect the University's compliance obligations and operational planning, we respectfully request PHMSA's guidance on the proper regulatory interpretation.

Please let me know if any additional documentation, including the relevant provisions of the dining services agreement, would assist your review.

Thank you for your time and consideration.

Sincerely,



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