

138 FERC ¶ 61,008  
UNITED STATES OF AMERICA  
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: Jon Wellinghoff, Chairman;  
Philip D. Moeller, John R. Norris,  
and Cheryl A. LaFleur.

Florida Gas Transmission Company, LLC

Docket Nos. RP11-1674-000  
RP11-1674-001  
RP11-1855-000

ORDER ACCEPTING COMPLIANCE FILING AND NON-CONFORMING SERVICE  
AGREEMENTS SUBJECT TO CONDITIONS

(Issued January 5, 2012)

1. On March 28, 2011, Florida Gas Transmission Company, LLC (FGT) filed additional information pertaining to certain non-conforming agreements, in compliance with the February 24, 2011 order<sup>1</sup> in this proceeding (March 28 Compliance Filing). The February 24 Order conditionally accepted FGT's revised list of non-conforming agreements subject to further review. The March 28 Compliance Filing satisfactorily complies with the February 24 Order and is accepted for filing subject to FGT filing certain non-conforming agreements as tariff records, as discussed below.

**Background**

2. On December 30, 2010, FGT filed a revised tariff record<sup>2</sup> to update its list of non-conforming service agreements to add four service agreements containing material deviations from its form of service agreement: Service Agreement Nos. 107696, 107895, and 108031 with Florida Municipal Power Agency (FMPA); and Service Agreement No. 3247 with Florida Power & Light (FP&L) (December 2010 Filing). FGT also filed the four service agreements.

---

<sup>1</sup> *Florida Gas Transmission Co., LLC*, 134 FERC ¶ 61,135 (2011) (February 24 Order).

<sup>2</sup> GT&C Section 30, Non-Conforming Agreements, 1.0.0 to Fifth Revised Volume No. 1, FERC NGA Gas Tariff.

3. FGT stated that, in response to the Commission's order in *Southern Star Central Gas Pipeline, Inc.*,<sup>3</sup> it had reviewed its service agreements to identify whether any contained potential material deviations from the applicable *pro forma* service agreements. FGT prepared, and included in its filing, an analysis of the service agreements to determine which should be filed as a non-conforming service agreement pursuant to section 154.112 of the Commission's regulations.<sup>4</sup> That analysis includes a matrix reflecting FGT's 150 then currently-effective service agreements and a narrative explanation of possible material deviations which categorizes the deviations, provides a narrative description of each category, and lists examples of each category of deviation.

4. FGT stated that, based on this review, it determined that many of its service agreements contain non-conforming provisions, but most of those provisions do not affect the substantive rights of the parties and thus are not material. FGT categorized the deviations in these service agreements which it does not consider to be material in six categories as follows: (1) minor clerical, administrative, labeling, or typographical differences from the *pro forma* agreement; (2) *pro forma* terms that have been omitted because they are inapplicable to the service being provided; (3) deviations that have been cured or are moot; (4) additions or changes from the *pro forma* terms that are contemplated, permitted, or authorized by provisions of FGT's Tariff; (5) deviations in non-material language; and (6) omission of *pro forma* provision permitting FGT to make unilateral section 4 filings to amend rates, terms and conditions of service; the same provision is in the relevant rate schedule, whose terms are incorporated into the service agreement. FGT did not file copies of the service agreements containing only non-material deviations.

5. FGT determined that nine service agreements do contain possible material deviations. However, FGT asserted that the deviations in five of those agreements<sup>5</sup> were cured by its contemporaneous tariff filing in Docket No. RP11-1673-000, which the Commission accepted on January 20, 2011.<sup>6</sup> The revised tariff records in that filing included provisions permitting FGT and a shipper to agree to consolidate multiple service agreements under the same rate schedule for the administrative purpose of making nominations, scheduling, and billing. However, the term, quantity, and extension rights of the individual service agreements would be retained. Five of the service agreements

---

<sup>3</sup> *Southern Star Central Gas Pipeline, Inc.*, 125 FERC ¶ 61,082 (2008).

<sup>4</sup> 18 C.F.R. § 154.112 (2011).

<sup>5</sup> Service Agreement Nos. 5047, 5319, 5405, 101716, and 102048.

<sup>6</sup> *Florida Gas Transmission Co., LLC*, Docket No. RP11-1673-000 (Jan. 20, 2011) (delegated letter order) (*Florida Gas*).

which FGT identified as containing material deviations had provisions permitting the shipper to consolidate contracts under the same rate schedule for purposes of making nominations, scheduling, and billing. Accordingly, FGT did not file those service agreements.

6. FGT attached the remaining four agreements with potential material deviations to its filing and stated that it would file the agreements that the Commission finds to be non-conforming as tariff records. Three of those agreements are with FMPA, and FGT stated that it was in the process of renegotiating those agreements to eliminate the deviations. The other agreement is with FP&L (Service Agreement No. 3247).

7. FP&L operates approximately thirteen gas-fired electric generation plants spread along the entire length of the Florida peninsula. In order to supply natural gas to those plants, FP&L has obtained firm pipeline capacity on FGT's original system and in multiple subsequent expansions of FGT's system. Because some of the expansions have incremental rates, FGT provides firm transportation service in its market area under three separate rate schedules (Rate Schedules FTS-1, FTS-2 and FTS-3<sup>7</sup>), and FP&L has service agreements under each rate schedule.

8. At the time of its December 2010 Filing, FP&L had five service agreements with FGT entered into between November 1, 1989 and August 3, 1999. Service Agreement No. 3427 is for Rate Schedule FTS-1 service. The other four service agreements<sup>8</sup> are for service under Rate Schedule FTS-2. In its December 2010 Filing, FGT stated that Exhibit B of FP&L's Rate Schedule FTS-1 Service Agreement No. 3427 had been constructed over the years by adding the capacity obtained by FP&L in each subsequent expansion. Thus, Exhibit B to FP&L's Service Agreement No. 3427 consolidates all its capacity at individual delivery points in both its Rate Schedule FTS-1 and Rate Schedule FTS-2 service agreements. While FGT's contemporaneous filing in Docket No. RP11-1673-000 provided for consolidation of multiple service agreements under the same rate schedule for the purpose of making nominations, scheduling, and billing, it did not provide for the consolidation of service agreements under multiple rate schedules. Thus, Exhibit B to FP&L's FTS-1 service agreement continues to deviate from FGT's *pro forma* service agreement for FTS-1 service.

9. In its December 2010 Filing, FGT stated that its service to FP&L is unique, because it involves the dispatch of gas to a single, state-wide electric generation system that requires hourly coordination of deliveries. Each FP&L service agreement has capacity at many of the same delivery points as in its other service agreements. Thus,

---

<sup>7</sup> Service under Rate Schedule FTS-3 commenced on April 1, 2011.

<sup>8</sup> Service Agreement Nos. 3623, 5936, 6003, and 109645.

FP&L has multiple service agreements under multiple rate schedules that provide service to multiple, overlapping sets of delivery points. FGT stated that the parties developed the single Exhibit B in Service Agreement No. 3427 to accommodate the complexities of coordinating nomination, scheduling, and administration of service to FP&L's multiple points. FGT stated that close coordination of nomination and scheduling at FP&L's multiple delivery points is especially important as the gas industry has evolved to allow changes during the intra-day scheduling cycles. FGT stated that, during intra-day cycles, nominations can change depending on the hourly load variations due to changes in weather or other factors. FGT asserted that Exhibit B is merely an administrative deviation aggregating individual delivery points and quantities across FTS-1 and FTS-2 service agreements and does not provide FP&L any additional rights. While the quantities for both the FTS-1 and FTS-2 service agreements are aggregated in the same place, the rights are still determined by the applicable service agreements. FGT contended that, given FP&L's unique service requirements, this consolidation is an operational necessity for the shipper to manage its load and for FGT to administer operations across its system.

10. FGT further contended that, consistent with Commission precedent, if the Commission determines that this is a material deviation, the deviation should be permitted until the end of the current term of the FTS-1 service agreement since the parties have relied on the provision for a substantial period of time. FGT stated that, when its Phase VIII Expansion is placed in service, the additional capacity under Rate Schedule FTS-3 would also be integrated into Exhibit B to assist in an even more complex coordinating requirement. FGT contended that this aggregation does not confer any additional rights to the shipper, since FP&L will still have to schedule separately under each of its Rate Schedules FTS-1, FTS-2, and FTS-3.

11. On February 24, 2011, the Commission accepted FGT's proposed tariff record updating its list of non-conforming agreements, effective February 28, 2011, as requested, subject to FGT filing additional information: (1) a detailed explanation with specific examples of (a) how the consolidation of delivery points and capacity from Rate Schedules FTS-1 and FTS-2 reflected in Exhibit B of FTS-1 Service Agreement No. 3247 with FP&L operates in the nomination, scheduling, and billing of volumes at FP&L's delivery points, specifically identifying the differences with the nomination and scheduling procedures generally available to similarly-situated shippers, as modified by the filing in Docket No. RP11-1673-000, including the amount of capacity available at such points; and (b) the basis for characterizing this consolidation as an operational necessity; and (2) a report on the status of the negotiations with FMPA concerning its three service agreements.

12. On March 1, 2011, in Docket No. RP11-1855-000, FGT filed revised tariff records and non-conforming FTS-3 Service Agreement No. 111145 with FP&L containing an Exhibit B that reflects combined delivery point volumes for all FP&L's service

agreements under Rate Schedules FTS-1, FTS-2, and FTS-3 for the newly-constructed Phase VIII Expansion capacity. FGT also filed non-conforming FTS-3 Service Agreement No. 111144 with Florida Power Corporation d/b/a Progress Energy Florida, Inc. (Progress) including a volume limitation for total quantities delivered at a delivery point. The Commission conditionally accepted that filing, subject to the outcome of the instant proceeding.<sup>9</sup>

### **March 28 Compliance Filing**

13. In the March 28 Compliance Filing, FGT asserts that the nomination, scheduling, and billing process for Service Agreement No. 3247 with FP&L is the same as for all other firm shipper service agreements. For example, FGT asserts that all shippers, including FP&L, must nominate under each rate schedule separately and according to each service agreement's MDTQ (Maximum Daily Quantity). FGT also asserts that all shippers can nominate segmented nominations within each firm service agreement, and that all shippers must release their capacity within each rate schedule and from each service agreement separately. However, FGT argues that there are no similarly situated shippers that have primary firm delivery rights to the majority of FP&L's power plant delivery points. Nevertheless, other shippers would be able to schedule volumes to the delivery points on a secondary basis.

14. FGT contends that FP&L's aggregated Exhibit B provides important efficiencies for the administrative operations of both FGT and FP&L. Exhibit B of FTS-1 Service Agreement No. 3247 provides a consolidation of the capacity available under all FP&L firm service agreements, and allows a total system capacity determination by operational segment. For example, capacity deliveries to FP&L power plants located in Putnam and Volusia Counties in Florida (in the central eastern portions of the state of Florida) are served off of the east leg of the FGT system. The firm capacity contracted by FP&L at these locations is not available on a primary firm basis farther south on the FGT system, i.e., to serve FP&L plants located in Brevard, St. Lucie, Martin, Palm Beach, Broward, or Miami-Dade Counties. As such, Exhibit B consolidates FP&L's capacity along the FGT system, and allows both FP&L and FGT to have in one place the aggregated firm primary point capacity that can move across the FGT system, depending on the ultimate dispatch of the FP&L plants. FGT asserts that FP&L relies on the current format to verify that daily nominations are within FP&L's overall contractual rights, allowing management and coordination of deliveries to meet power generation needs. FGT further states that this consolidation on Exhibit B ensures that other shippers' firm rights are protected as

---

<sup>9</sup> *Florida Gas Transmission Co., LLC*, Docket No. RP11-1855-000 (Mar. 29, 2011) (delegated letter order).

gas is dispatched farther south on the FGT system, and FGT and FP&L consider the consolidation on Exhibit B to be operationally necessary in the coordination of utilization of contract quantities.

15. FGT states that the renegotiation of the FMPA agreements is ongoing without an expected timeline. FGT also states that, if no replacement service agreements are negotiated, it will file the three non-conforming agreements as tariff records.

### **Public Notice**

16. Public notice of FGT's March 28 Compliance Filing was issued on April 4, 2011, allowing protests to be filed on or before April 11, 2011. Pursuant to Rule 214 (18 C.F.R. § 385.214 (2011)), all timely filed motions to intervene and any unopposed motion to intervene out-of-time filed before the issuance date of this order are granted. Granting late intervention at this stage of the proceeding will not disrupt the proceeding or place additional burdens on existing parties. No adverse comments or protests were filed.

17. As described below, on November 8, 2011, Commission Staff requested that FGT provide additional information with respect to its service agreements with FMPA and FP&L, and FGT responded to that request on November 15, 2011 (FGT Response).

### **Discussion**

18. Section 154.1(d) of the Commission's regulations requires pipelines to file with the Commission contracts that materially deviate from the pipeline's form of service agreements.<sup>10</sup> In *Columbia Gas*, the Commission explained that a material deviation is any provision in a service agreement that (1) goes beyond filling in the blank spaces with the appropriate information allowed by the tariff; and (2) affects the substantive rights of the parties.<sup>11</sup> The Commission prohibits negotiated terms and conditions of service that result in a shipper receiving a different quality of service than that offered other shippers under the pipeline's generally applicable tariff or that affect the quality of service received by others.<sup>12</sup> However, not all material deviations are impermissible. As the Commission explained in *Columbia Gas*, provisions that materially deviate from the corresponding *pro forma* service agreement fall into two general categories: (1) provisions the Commission must prohibit because they present a significant potential

---

<sup>10</sup> 18 C.F.R. § 154.1(d) (2011).

<sup>11</sup> *Columbia Gas Transmission Corp.*, 97 FERC ¶ 61,221, at 62,002 (2001). (*Columbia Gas*). See also *ANR Pipeline Co.*, 97 FERC ¶ 61,224, at 62,022 (2001) (*ANR*).

<sup>12</sup> *Monroe Gas Storage Co., LLC*, 130 FERC ¶ 61,113, at P 28 (2010).

for undue discrimination among shippers; and (2) provisions the Commission can permit without a substantial risk of undue discrimination.<sup>13</sup> Moreover, if the Commission determines the contract contains a material deviation that is permissible, the Commission's regulations require the pipeline to file, as tariff records (1) the service agreements that materially deviate from the form of service agreement<sup>14</sup> and (2) a list of those non-conforming service agreements.<sup>15</sup>

19. The Commission has completed its review of FGT's filings concerning the currently effective non-conforming and potentially non-conforming service agreements. Based on our review, we find the non-conforming provisions as categorized and explained by FGT are either not material or permissible. Further, the March 28 Compliance Filing is accepted subject to FGT filing certain of the non-conforming agreements, as set forth below.

20. The Commission finds that the six categories of deviations which FGT asserts are not material do not appear to affect the substantive rights of the parties or give the shipper rights different from those offered all shippers under the relevant rate schedule. Therefore, deviations which fall into those categories are not impermissible material deviations from FGT's *pro forma* service agreements. However, because FGT did not file the contracts which contain only the deviations it asserts are non-material, we do not make any finding in this order as to whether those specific contracts are, in fact, conforming.<sup>16</sup>

21. With respect to five of the nine service agreements identified by FGT as containing possible material deviations, we accepted FGT's proposed tariff revisions in *Florida Gas*,<sup>17</sup> to allow FGT and a shipper to consolidate multiple service agreements under the same rate schedule for nominations, scheduling, and billing purposes. Therefore, the provisions identified by FGT as material deviations in those agreements are permissible since they are now allowed under its generally applicable tariff. However, the Commission finds that certain of the material deviations identified in the other four agreements with FMPA and FP&L and the non-conforming agreements filed in Docket No. RP11-1855-000 warrant further examination, as discussed below.

---

<sup>13</sup> *Columbia Gas*, 97 FERC ¶ 61,221 at 62,003; *ANR*, 97 FERC ¶ 61,224 at 62,024.

<sup>14</sup> 18 C.F.R. § 154.4(a) and (c) (2011).

<sup>15</sup> 18 C.F.R. § 154.112(b) (2011).

<sup>16</sup> *See Algonquin Gas Transmission, LLC*, 129 FERC ¶ 61,117, at P 10 n.15 (2009).

<sup>17</sup> Docket No. RP11-1673-000 (Jan. 20, 2011).

### **FMPA Agreements**

22. Section 5.3 of the FTS-2 *pro forma* service agreement provides a shipper the right to terminate the service agreement in the event of electric deregulation, provided the shipper is “in the business of generating and distributing electricity” and the term of the agreement is twenty or more years. That section 5.3 was deleted from FMPA’s Service Agreement No. 107696 and replaced with the statement “[Deleted – Not Applicable].” While that service agreement has a twenty-year term, FGT states that the parties deleted section 5.3, because electric deregulation was not relevant to FMPA at the time the agreement was executed. However, in its December 2010 Filing, FGT stated it had approached FMPA to renegotiate the service agreement to include this *pro forma* provision, and FGT stated it would keep the Commission apprised of the status of the renegotiations.

23. Section 5.5 of the FTS-2 *pro forma* service agreement provides that, if FGT is unable to deliver the shipper’s designated volumes at the specified delivery points for two consecutive days for reasons other than *force majeure*, the shipper will have the right to reduce its MDTQ by the volumes not delivered. If such a failure to deliver occurs more than five times in any calendar year, the shipper shall have the right to terminate the service agreement. Section 5.5 provides that, in *force majeure* situations, the failure to deliver must continue for more than 185 consecutive days in order for the shipper to have a right to reduce its MDTQ or terminate its contract. FMPA’s Service Agreement Nos. 107895 and 108031 contain section 5.5 but add the phrase “[if agreed upon between the parties].” FGT contends that this additional language was an administrative mistake and does not present the risk of undue discrimination. However, it states that it has approached FMPA to renegotiate the service agreements to delete the additional language, and FGT states that it will keep the Commission apprised of the status of the negotiations.

24. In its November 8, 2011 data request, staff requested that FGT provide an update on the status of the negotiations with FMPA concerning its three service agreements. FGT responded that FMPA has indicated a willingness to continue negotiations on their service agreements and FGT would provide a further update before December 15, 2011. FGT filed a status report on December 14, 2011 indicating that negotiations were ongoing and that if replacement agreements are not executed prior to completion of the Commission’s review and further order in this docket, FGT will file the non-conforming FMPA service agreements as tariff records.

25. The Commission finds these non-conforming provisions are impermissible material deviations affecting the substantive rights of the parties. While FGT states that section 5.3 of *pro forma* service agreement concerning electric deregulation was not applicable to FMPA at the time Service Agreement No. 107696 was executed, it does not state that this continues to be the case. If FMPA is now in the business of generating and

distributing electricity, section 5.3 would now be applicable to FMPA and would give FMPA a right to terminate its service agreement in the event of electric deregulation.

26. Similarly, the addition of the phrase “if agreed upon between the parties” to section 5.5 of FMPA’s Service Agreement Nos. 107895 and 108031 is an impermissible material deviation affecting the substantive rights of the parties. Section 5.5 of the *pro forma* service agreement provides the shipper a unilateral right to reduce its MDTQ or terminate its service agreement where FGT fails to make deliveries for the relevant periods of time. However, the addition of the phrase “if agreed upon between the parties” appears to limit FMPA’s right to reduce its MDTQ or terminate its service agreements to situations where FGT agrees to the reduction or termination, thus depriving FMPA of the unilateral rights provided by section 5.5 of the *pro forma* service agreement.

27. Therefore, FGT must refile Service Agreement No. 107696 to conform section 5.3 with the FTS-2 *pro forma* service agreement and refile Service Agreement Nos. 107895 and 108031, with the aforementioned phrase removed from section 5.5. Moreover, FGT must file revised Service Agreement Nos. 107696, 107895, and 108031, as required by Order No. 714, as electronic tariff records within thirty days of the issuance date of this order.

### **Progress Agreement**

28. Service Agreement No. 111144 under Rate Schedule FTS-3 with Progress, filed in Docket No. RP11-1855-000, contains a non-conforming provision in the fill in the blank section of Exhibit B in footnote 4 which includes a volume limitation for total quantities delivered at the Hines point under all service agreements. FGT asserts that this volume limitation was added in order to accommodate both the shipper’s desire to be able to deliver gas to the existing Hines generating station under the Rate Schedule FTS-3 service agreement as well as under the two existing Rate Schedule FTS-2 agreements and yet not exceed the physical capabilities of the facilities at the point. FGT further asserts that this wording was only added to recognize the physical limitations of the system and provide an administrative way to accommodate the existing service agreements. We find that this provision is an administrative deviation to recognize an operational limitation which is permissible because it does not affect the substantive rights of the parties or present a risk of undue discrimination.

### **FP&L Agreements**

29. As described above, Exhibit B of FTS-1 Service Agreement No. 3247 aggregates the FTS-1 delivery points and capacities and those of FTS-2 Service Agreement Nos. 3623, 5936, 6003, and 109645. FGT asserts that FP&L’s rights are still determined by the applicable service agreements and FP&L is still required to nominate under each respective rate schedule and according to each service agreement’s MDTQ. FGT argues

that this is an administrative deviation which is permissible because it poses no risk of undue discrimination to shippers. FGT further argues that this consolidation is an operational necessity. In its December 2010 Filing, FGT requested that, if this is a material deviation, it should be permitted until the end of the current term of the FTS-1 service agreement based on the parties' reliance on the provision for a substantial period of time.

30. In addition, FGT filed, in Docket No. RP11-1855-000, Service Agreement No. 111145 with FP&L for service under Rate Schedule FTS-3 on FGT's newly-constructed Phase VIII Expansion capacity. FGT stated that service agreement is non-conforming, because its Exhibit B reflects combined delivery point volumes for both the new Rate Schedule FTS-3 service agreement and FP&L's existing FTS-1 and FTS-2 service agreements. The Commission accepted the filing, subject to the outcome of the instant proceeding.

31. FGT has revised its tariff to permit a shipper to consolidate multiple service agreements under the same rate schedule for the purpose of making nominations, scheduling, and billing. However, Exhibit B to both FP&L's FTS-1 Service Agreement No. 3247 and its FTS-3 Service Agreement No. 111145 provide for the consolidation of service agreements under multiple rate schedules for the purpose of making nominations, scheduling, and billing. Thus, the Exhibit B to both service agreements deviates from FGT's relevant *pro forma* service agreements.

32. FGT asserts that these deviations are merely administrative in nature and therefore do not present a risk of discrimination. FGT asserts that, despite the consolidation of FP&L's service agreements under several rate schedules, the nomination, scheduling, and billing process under FP&L's service agreements is the same as for all other firm shipper service agreements. For example, FGT asserts that all shippers, including FP&L, must nominate under each rate schedule separately and according to each service agreement's MDTQ. FGT also argues that this consolidation is an operational necessity to address FGT's unique service requirements, involving the dispatch of gas to a single, state-wide electric generation system requiring hourly coordination of deliveries.

33. On November 8, 2011, Commission Staff requested that FGT provide additional information in order to verify its assertion that the nomination, scheduling, and billing process under FP&L's service agreements is the same as for all other firm shipper service agreements and FP&L, like other shippers, must nominate under each rate schedule separately and according to each service agreement's MDTQ. Among other things, Staff requested that FGT describe how FP&L identifies the volumes to be delivered at each delivery point by rate schedule when it makes a scheduling nomination and how, in light of the fact that Exhibit B aggregates capacity rights at each delivery point across rate schedules with different rates, FGT determines which rate to charge for the volumes delivered at a delivery point on a given day. Staff also requested that FGT provide examples of nominations received from FP&L to demonstrate how (a) FP&L nominates

under each rate schedule and according to each firm service agreement's MDTQ, as indicated in FGT's March 28 Compliance Filing and (b) FGT determines which rate to charge for which volumes.

34. As shown in FGT's response, the Commission finds that FP&L, in its use of the non-conforming provisions, generally does nominate, and is scheduled and billed in the same manner as other shippers by rate schedule and agreement. These provisions aggregate capacity from FP&L's FTS-1, FTS-2, and FTS-3 agreements at delivery points to allow coordination of nominations from several agreements at one delivery point. This consolidation recognizes FP&L's unique operational situation of having gas-fired electric generating plants along the entire length of the Florida peninsula. No shipper has objected to this consolidation. Under the limited circumstances of this case, the Commission finds that these provisions will not unduly discriminate against other shippers and will permit these material deviations to allow this consolidation for these administrative purposes. Finally, pursuant to Order No. 714,<sup>18</sup> FGT is directed to file Service Agreement No. 3247 as an electronic tariff record within thirty (30) days of the issuance date of this order.

The Commission orders:

(A) The Commission accepts FGT's March 28 Compliance Filing as in satisfactory compliance with the February 24 Order, subject to the conditions set forth in this order.

(B) FGT is directed to file, within thirty (30) days of the issuance date of this order, non-conforming agreements, consistent with the discussion in this order, as searchable electronic tariff records in eTariff.

By the Commission.

( S E A L )

Kimberly D. Bose,  
Secretary.

---

<sup>18</sup> *Electronic Tariff Filings*, Order No. 714, FERC Stats. & Regs. ¶ 31,276 (2008).