

139 FERC ¶ 61,064  
UNITED STATES OF AMERICA  
FEDERAL ENERGY REGULATORY COMMISSION

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

CenterPoint Energy Gas Transmission  
Company, LLC

Docket No. RP12-498-000

ORDER ON TARIFF FILING

(Issued April 23, 2012)

1. On March 19, 2012, CenterPoint Energy Gas Transmission Company, LLC (CenterPoint), filed revised tariff records<sup>1</sup> and supporting work papers that adjust its fuel use and lost and unaccounted-for gas (LUFG) percentages and electric power costs (EPC). CenterPoint requests that the Commission accept the proposed tariff records to become effective May 1, 2012. As discussed below, we accept CenterPoint's revised tariff records, subject to conditions, to be effective May 1, 2012. Moreover, pursuant to section 5 of the Natural Gas Act, we find CenterPoint's liability and damages provisions to be unjust and unreasonable and direct CenterPoint to revise those provisions of its tariff or show cause why it should not be required to do so. Additionally, CenterPoint must explain or revise its reservation charge crediting provisions, as discussed below.

**I. Background and Details of Filing**

2. CenterPoint explains that sections 27 and 28 of the General Terms and Conditions (GT&C) of its tariff require CenterPoint to adjust its fuel, LUFG and EPC Tracker on or before each April 1 and October 1, based on actual data for the twelve months ending December 31 and June 30, respectively. In its filing, CenterPoint proposes revisions to certain fuel and LUFG percentages. CenterPoint also provides worksheets showing the derivation of its EPC Tracker.

3. CenterPoint states that it is not proposing to revise the Sligo Lease Fuel Use percentage in this filing as no transportation volumes have flowed through the Long Lake compressor station during the period covered in this filing. CenterPoint requests

---

<sup>1</sup> See Appendix.

permission to retain the current Fuel Use percentage until a semi-annual fuel filing in which the company has actual operating data.

## **II. Public Notice, Comments and Interventions**

4. Public notice of CenterPoint's filing was issued on March 19, 2012. Interventions and protests were due as provided in section 154.210 of the Commission's regulations, 18 C.F.R. § 154.210 (2011). Pursuant to Rule 214, (18 C.F.R. § 385.214 (2011)), all timely filed motions to intervene and any unopposed motions 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. Protests were filed by Missouri Public Service Commission (MoPSC), and by BP America Production Company and BP Energy Company (collectively, BP).

5. MoPSC claims that CenterPoint has failed to demonstrate that the level of LUFGE it proposes to recover from its customers through its fuel tracker is just and reasonable and consistent with Commission precedent and CenterPoint's tariff. MoPSC notes that the Commission recently affirmed its policy that "fuel tracking mechanisms are appropriate for normal operating costs but are not appropriate for the recovery of gas losses outside the scope of normal pipeline operations."<sup>2</sup> MoPSC further states that the Commission has rejected attempts to recover gas losses where the gas is not unaccounted for.<sup>3</sup> MoPSC explains that CenterPoint's tariff makes clear that "LUFGE shall mean Gas lost or otherwise unaccounted for."<sup>4</sup>

6. MoPSC contends that materials submitted to the United States Department of Transportation (DOT) show that CenterPoint has included certain gas losses in its LUFGE reimbursement percentages that are known and accounted for. MoPSC states that while CenterPoint has removed two DOT-reported incidents from its LUFGE calculation, it did not remove others. Specifically, MoPSC objects to the inclusion of two events that were

---

<sup>2</sup> MoPSC Protest at 3 (quoting *Southern Star Central Gas Pipeline, Inc.*, 138 FERC ¶ 61,222, at P 14 (2012) (*Southern Star*) (citing *CenterPoint Energy Gas Transmission Co.*, 131 FERC ¶ 61,047, at P 12 (2010) (*CenterPoint*); *Cheyenne Plains Gas Pipeline Co., LLC*, 123 FERC ¶ 61,220, at P 10 (2008); *Williams Natural Gas Co.*, 73 FERC ¶ 61,394, at 61,215 (1995))).

<sup>3</sup> *Id.* (citing *Colorado Interstate Gas Co.*, 121 FERC ¶ 61,161, at PP 22, 24 (2007), *order on reh'g*, 123 FERC ¶ 61,183 (2008), *aff'd Colorado Interstate Gas Co. v. FERC*, 599 F.3d 698 (D.C. Cir. 2010) (*CIG*)).

<sup>4</sup> *Id.* (citing *CenterPoint Energy Gas Transmission Company, LLC*, FERC Gas Tariff, Eighth Revised Volume No. 1, Original Sheet No. 520).

large enough to affect CenterPoint's LUFGE percentage in this filing: (1) a January 11, 2011 leak near De Berry, Texas, that was due to a crack caused by axial stresses due to temperature changes and resulted in the unintentional release of 52,874 Mcf of gas (De Berry Loss); and (2) an August 16, 2011 gas valve failure that occurred near Amber, Oklahoma, when lightning caused a station malfunction and the station did not complete emergency shutdown procedures correctly, which resulted in the release of 47,000 Mcf of Gas (Amber Loss).

7. MoPSC argues that in order to be consistent with Commission policy and CenterPoint's tariff, CenterPoint should remove these losses from its LUFGE calculation because both incidents were the result of malfunction of pipeline mechanics not associated with routine maintenance or other normal operations. MoPSC further contends that both losses are the type of rare, catastrophic, non-recurring events the Commission has found should not be recovered through a fuel tracker.<sup>5</sup> MoPSC states that allowing CenterPoint to recover these unusual catastrophic events from customers would allow the pipeline company to be held harmless for any such events and shift the risk to customers. MoPSC also states that these unintentional gas losses should already be reflected in CenterPoint's rates as normalized or annualized insurance expenses or injuries and damages included in the cost of service.

8. MoPSC requests that the Commission accept CenterPoint's decreased fuel percentages, subject to refund, pending a determination of whether CenterPoint inappropriately included the De Berry and Amber Losses. In addition, MoPSC requests that the Commission require CenterPoint to explain its reasoning for including only some of the gas loss incidents reported to the DOT in its calculation of LUFGE.

9. In its protest, BP raises no objection to CenterPoint's proposed reimbursement percentages. Instead, BP asks that Commission to require CenterPoint to eliminate or modify existing tariff language in its tariff. BP states that even though CenterPoint's filing does not address the language in CenterPoint's tariff on liability and reservation charge credits, the Commission should use this proceeding as the forum to modify these provisions, to the extent necessary to ensure that these provisions comply with Commission policy.<sup>6</sup>

10. First, BP claims that it is not clear from CenterPoint's tariff whether discount rate shippers are entitled to reservation charge credits in the event of a curtailment. BP cites the relevant portion of CenterPoint's tariff, which states that "[f]or Shippers paying less

---

<sup>5</sup> *Id.* at 4 (citing *WTG Hugoton, LP*, 125 FERC ¶ 61,288, at P 33 (2008)).

<sup>6</sup> BP Protest at 3-4 (citing *Tuscarora Gas Transmission Co.*, 120 FERC ¶ 61,022 (2007); *Petal Gas Storage, L.L.C.*, 124 FERC ¶ 61,082 (2008)).

than the maximum rate, the amount of the adjustment, if any, shall be consistent with the discount agreement between Shipper and Transporter.”<sup>7</sup> BP argues that to the extent this tariff language restricts discount rate shippers from receiving a reservation charge credit, it violates Commission policy. BP points to the Commission’s different reservation charge credits depending on whether the curtailment resulted from a *force majeure* or a non-*force majeure* event.<sup>8</sup> BP states that nowhere in *NGSA* or other precedent does the Commission restrict reservation charge credits to maximum rate shippers. BP further contends that the policy considerations underlying the Commission’s reservation charge credit requirements suggest applying the policy to discount rate shippers. For example, BP argues that the reservation charge credit ensures that the shipper gets the service for which it pays, ensures shippers do not pay an excessive rate, and provides an incentive for the pipeline to manage its system in a way that avoids interruptions. Accordingly, BP urges the Commission to require CenterPoint to revise its tariff to clarify that both maximum rate shippers and discount rate shippers are entitled to reservation charge credits.

11. Second, BP argues that the liability provisions in CenterPoint’s tariff are vague and could be interpreted to limit CenterPoint’s liability for damages caused only by CenterPoint’s “sole or gross negligence.” BP claims that this interpretation would violate Commission policy that a tariff cannot immunize a pipeline from damages that are caused by the pipeline’s simple negligence.<sup>9</sup> BP argues that courts and the Commission have recognized that “it is not in the public interest to exculpate a pipeline from its own negligence or willful misconduct.”<sup>10</sup> Accordingly, BP urges the Commission to require CenterPoint to revise its tariff to reflect the simple negligence standard. BP also argues that the restriction of liability to damages cause solely by CenterPoint violates Commission policy. BP argues that that the Commission has embraced a comparative negligence standard that would hold CenterPoint liable for its proportional share of

---

<sup>7</sup> *Id.* at 5 (citing CenterPoint Energy Gas Transmission Company, LLC, FERC Gas Tariff, Rate Schedule FT, § 5.2(a), Original Sheet Nos. 56-57).

<sup>8</sup> *Id.* (citing *Natural Gas Supply Assoc.*, 135 FERC ¶ 61,055 (2011) (*NGSA*)).

<sup>9</sup> *Id.* at 8-9 (citing *MarkWest Pioneer, L.L.C.*, 125 FERC ¶ 61,165, at P 54 (2008) (*MarkWest*) and other cases).

<sup>10</sup> *Id.* at 9 (citing *United Gas Pipe Line Co. v. FERC*, 824 F.2d 417, 427 (5th Cir. 1987; *Arkla Resources Co.*, 64 FERC ¶ 61,166, at 62,490 (1993)).

responsibility.<sup>11</sup> Therefore, BP argues that the Commission should require CenterPoint to revise the sole liability restriction in its tariff.

12. Third, BP argues that the liability provision in CenterPoint's tariff purports to immunize CenterPoint from, among other things, consequential damages. BP argues that such immunity violates the Commission policy that a tariff cannot immunize a pipeline from consequential damages caused by the pipeline's gross negligence.<sup>12</sup>

13. Finally, BP argues that CenterPoint's tariff purports to restrict a finding of negligence to situations where CenterPoint's action proximately caused a shipper's damages. BP contends that it is improper for CenterPoint's tariff to define the elements of a negligence claim, and states that such a determination is for the court.

14. On April 12, 2012, CenterPoint filed an answer. Rule 213(a)(2) of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.213(a)(2) (2011), prohibits an answer to a protest unless otherwise ordered by the decisional authority. We are not persuaded to accept CenterPoint's answer and will, therefore, reject it.

### **III. Discussion**

15. We accept and suspend CenterPoint's revised tariff sheets, to be effective May 1, 2012, subject to refund and to CenterPoint revising its LUFG reimbursement percentages to remove the De Berry and Amber Losses. Moreover, pursuant to section 5 of the Natural Gas Act, we find CenterPoint's liability and damages provisions to be unjust and unreasonable and direct CenterPoint to revise those provisions of its tariff or show cause why it should not be required to do so. Additionally, CenterPoint must explain or revise its reservation charge crediting provisions, as discussed below.

#### **A. Reimbursement Percentages**

16. As highlighted by MoPSC, the Commission has determined that fuel tracking mechanisms are appropriate for normal operating costs but are not appropriate for the recovery of gas losses outside the scope of normal pipeline operations.<sup>13</sup> As the

---

<sup>11</sup> *Id.* at 10 (citing *Koch Gateway Pipeline Co.*, 65 FERC ¶ 61,338, at 62,619 (1993); *Petal Gas Storage, L.L.C.*, 124 FERC ¶ 61,082 at P 26; *Orbit Gas Storage, Inc.*, 126 FERC ¶ 61,095, at P 59 (2009)).

<sup>12</sup> *Id.* at 11 (citing *MarkWest*, 125 FERC ¶ 61,165 at P 54).

<sup>13</sup> *See, e.g., Southern Star*, 138 FERC ¶ 61,222 at P 14; *CenterPoint*, 131 FERC ¶ 61,047 at P 12.

Commission held in *CIG*, losses resulting from the complete failure of some portion of a pipeline system are not appropriately recovered through a tracking mechanism.<sup>14</sup>

17. Because fuel tracking mechanisms should track only those costs related to normal pipeline operations, we find that CenterPoint inappropriately included the De Berry Loss and Amber Loss in its LUGF reimbursement percentages. The Commission previously held that losses resulting from a lightning strike, such as the Amber Loss, are not recoverable in a tracking mechanism.<sup>15</sup> The Commission also has previously held that losses resulting from pipe failures due to temperature variations, such as the De Berry Loss, are not recoverable in a tracking mechanism.<sup>16</sup> CenterPoint has provided no information regarding these losses that would persuade us to change course here. Accordingly, we accept CenterPoint's revised reimbursement percentages, subject to CenterPoint removing the De Berry and Amber Losses in a compliance filing, to be submitted within 30 days of the date this order issues.

18. Additionally, we grant CenterPoint's request to retain the current Sligo Lease Fuel Use percentage until it makes a semi-annual fuel filing in which the company has actual operating data.

#### **B. Liability and Damages Provisions**

19. BP has raised significant issues regarding CenterPoint's liability and damages provisions. As the Commission has previously noted, it applies two general principles to the issue of liability: there should be no liability without fault; and a pipeline or shipper should not be able to avoid all liability caused by its own gross negligence or intentional actions.<sup>17</sup> The Commission has prohibited pipelines from limiting their liability in a way that would immunize them from direct damages resulting from simple negligence.<sup>18</sup> Specifically, the Commission has explained that "a simple negligence standard gives service providers a powerful incentive to operate their systems in a reasonable and

---

<sup>14</sup> *CIG*, 123 FERC ¶ 61,183 at P 16.

<sup>15</sup> *CenterPoint*, 131 FERC ¶ 61,047 at P 12.

<sup>16</sup> *Southern Star*, 138 FERC ¶ 61,222 at P 15.

<sup>17</sup> *Discovery Gas Transmission LLC*, 133 FERC ¶ 61,264, at P 9 (2010) (citing *White River Hub, LLC*, 129 FERC ¶ 61,035, at P 16 (2009); *Texas Gas Transmission, LLC*, 129 FERC ¶ 61,003, at P 9 (2009); *Arkla Energy Resources Co.*, 64 FERC at 62,490).

<sup>18</sup> See, e.g., *Orbit Gas Storage, Inc.*, 126 FERC ¶ 61,095 at P 58.

prudent manner.”<sup>19</sup> Moreover, the Commission has prohibited pipelines from limiting liability due to their “sole” negligence because such a limitation would rule out a situation where the pipeline and another party are both negligent.<sup>20</sup> CenterPoint’s tariff limits its liability to damages resulting from “its sole or gross negligence, bad faith or willful misconduct.”<sup>21</sup> Thus, by limiting its liability to “sole or gross negligence, bad faith or willful misconduct,” CenterPoint’s liability provision is inconsistent with Commission policy, and we therefore find it to be unjust and unreasonable.

20. Furthermore, the Commission has prohibited pipelines from insulating their exposure to indirect damages resulting from their gross negligence, bad faith or willful misconduct.<sup>22</sup> CenterPoint’s tariff violates this policy by limiting its liability in situations of gross negligence, bad faith and willful misconduct only to general damages, and excluding liability for “special, continuing, exemplary, presumptive, incidental, indirect or consequential damages, including lost profits or other such elements of damage.”<sup>23</sup>

21. Because CenterPoint’s liability provision violates the Commission policy explained here, we find it to be unjust and unreasonable and will require CenterPoint to revise its tariff or show cause why it should not be required to do so.

### **C. Reservation Charge Credits**

22. The Commission finds that it is unclear whether CenterPoint’s reservation charge crediting provisions comply with Commission policy. Therefore, pursuant to section 5 of the Natural Gas Act, the Commission requires that CenterPoint either file revisions to its tariff concerning reservation charge credits to conform with Commission policy, as discussed in this order, or show cause why it should not be required to do so.

23. The Commission has developed its reservation charge crediting policy in a series of individual adjudicatory proceedings.<sup>24</sup> That policy differentiates between the credits a

---

<sup>19</sup> *Id.* (citing cases).

<sup>20</sup> *Id.* P 59.

<sup>21</sup> CenterPoint Energy Gas Transmission Co., LLC, FERC Gas Tariff, General Terms and Conditions, Original Sheet No. 658.

<sup>22</sup> *MarkWest*, 125 FERC ¶ 61,165 at P 54.

<sup>23</sup> CenterPoint Energy Gas Transmission Co., LLC, FERC Gas Tariff, General Terms and Conditions, Original Sheet No. 658.

<sup>24</sup> *See, e.g., North Baja Pipeline, LLC*, 109 FERC ¶ 61,159 (2004), *order on reh’g, North Baja Pipeline, LLC*, 111 FERC ¶ 61,101 (2005), *aff’d, North Baja Pipeline, LLC v.*  
(continued...)

pipeline is required to give firm shippers depending upon whether the outage is caused by a *force-majeure*<sup>25</sup> event or a non-*force majeure* event. With respect to non-*force majeure* outages, where the curtailment occurred due to circumstances within a pipeline's control, including planned or scheduled maintenance, the Commission requires the pipeline to provide firm shippers a full reservation charge credit for the amount of primary firm service they nominated for scheduling which the pipeline failed to deliver.<sup>26</sup>

Commission policy also requires that the pipeline provide partial reservation charge credits during periods when it cannot provide service because of a *force majeure* event in order to share the risk of an event not in the control of the pipeline. In that event, the Commission allows two different methods for the credit, either full reservation credits after a short grace period (i.e., ten days or less) (Safe Harbor Method) or partial crediting starting on the first day of a *force majeure* event (No Profit Method).<sup>27</sup> In *North Baja Pipeline, LLC v. FERC*,<sup>28</sup> the Court of Appeals for the District of Columbia Circuit (D.C. Circuit) affirmed Commission orders requiring a pipeline to modify its tariff to conform to these policies.

24. CenterPoint's firm rate schedule provides for reservation charge credits pursuant to section 5.2(a), which states the following:

Failure to Deliver Contract Demand: If during one or more Days in the Service Month Transporter is unable to deliver to a Shipper which is paying the maximum rate, including a Reservation Charge, Gas scheduled and received by Transporter for the account of Shipper, up to the Contract Demand, consistent with other Contract Limitations, established for the Service Month, then, for Shippers paying

---

*FERC*, 483 F.3d 819 (D.C. Cir. 2007) (*North Baja*); *S. Natural Gas Co.*, 135 FERC ¶ 61,056, *order on reh'g*, 137 FERC ¶ 61,050 (2011) (*Southern*); *N. Natural Gas Co.*, 135 FERC ¶ 61,250, *order on reh'g*, 137 FERC ¶ 61,202 (2011); *Midwestern Gas Transmission Co.*, 137 FERC ¶ 61,257 (2011) (*Midwestern*).

<sup>25</sup> *Force majeure* events are "unexpected and uncontrollable events." *Tenn. Gas Pipeline Co.*, Opinion No. 406, 76 FERC ¶ 61,022, at 61,088 (1996), *order on reh'g*, Opinion No. 406-A, 80 FERC ¶ 61,070 (1997).

<sup>26</sup> *See, e.g.*, Opinion No. 406, 76 FERC at 61,086, *as clarified by, Rockies Express Pipeline LLC*, 116 FERC ¶ 61,272, at P 63 (2006).

<sup>27</sup> *Midwestern*, 137 FERC 61,257 at PP 19-20.

<sup>28</sup> *North Baja*, 483 F.3d 819.

the maximum rate, the total applicable Reservation Charge shall be reduced by subtracting the product of the quantity of such Gas in Dth which Transporter did not deliver and the applicable currently effective Reservation Charge Adjustment Rate. For Shippers paying less than the maximum rate, the amount of the adjustment, if any, shall be consistent with the discount agreement between Shipper and Transporter.<sup>29</sup>

25. CenterPoint's tariff appears to be inconsistent with Commission policy with respect to the manner in which reservation charge credits are calculated. In non-*force majeure* situations, the Commission requires the pipeline to provide shippers a full reservation charge credit for the amount of primary firm service the shipper nominated, but that the pipeline was unable to schedule or deliver.<sup>30</sup> Similarly, partial credits in a *force majeure* situation are based on the primary firm service the shipper nominated but the pipeline failed to schedule or deliver because of the *force majeure* outage.

26. However, CenterPoint's tariff provides reservation charge credits only for the amount of gas "scheduled and received by" CenterPoint which it does not deliver. That language can be read as providing that CenterPoint will not provide reservation charge credits in situations where, for example, it does not schedule primary firm service because it is conducting routine maintenance or because a *force majeure* outage has occurred. If so, the provision is contrary to Commission policy requiring that credits be measured by the amount of gas *nominated* by the shipper which the pipeline did not schedule.<sup>31</sup> On the other hand, the Commission has recognized that the amount a shipper nominates to be scheduled by the pipeline is sometimes referred to as the amount the shipper "scheduled," despite the fact that technically only the pipeline "schedules" service.<sup>32</sup> Therefore, we are not certain if CenterPoint intended to limit reservation credits solely to situations where it actually scheduled the service nominated by the shipper, received the gas, and then was unable to deliver the scheduled amount.

27. Therefore, we find CenterPoint's reservation charge crediting provision to be unclear on certain key points. Accordingly, we require CenterPoint to explain whether it

---

<sup>29</sup> CenterPoint Energy Gas Transmission Company, LLC, FERC Gas Tariff, Rate Schedule FT, § 5.2(a), Original Sheet Nos. 56-57.

<sup>30</sup> *Southern*, 137 FERC ¶ 61,050 at P 19.

<sup>31</sup> *Id.*

<sup>32</sup> *Tennessee Gas Pipeline Co.*, 135 FERC ¶ 61,208, at P 74 (2011).

interprets its reservation charge crediting provision as consistent with Commission policy and, if not, to either revise its tariff provisions concerning reservation charge crediting to conform with Commission policy, or explain why it should not be directed to do so. Moreover, the Commission notes the arguments raised in BP's protest with respect to reservation charge credits negotiated in discount rate agreements. The Commission seeks to better understand the extent to which CenterPoint individually negotiates reservation charge credits in discount rate agreements and therefore will require CenterPoint to describe any reservation charge crediting provisions contained in its discount rate agreements that vary from the default provision for maximum rate shippers.

#### **D. Suspension**

28. The Commission's policy regarding rate suspensions is that rate filings generally should be suspended for the maximum period permitted by statute where preliminary study leads the Commission to believe that the filing may be unjust, unreasonable, or that it may be inconsistent with other statutory standards.<sup>33</sup> It is recognized, however, that shorter suspensions may be warranted in circumstances where suspension for the maximum period may lead to harsh and inequitable results.<sup>34</sup> Such circumstances exist here, where CenterPoint is revising its reimbursement percentages pursuant to an existing tariff mechanism.

The Commission orders:

(A) CenterPoint's revised tariff records are accepted and suspended, subject to refund and conditions, as discussed above, effective May 1, 2012.

(B) CenterPoint must file revised reimbursement percentages in compliance with this order within 30 days of the date this order issues.

(C) Pursuant to section 5 of the Natural Gas Act, CenterPoint must, within 30 days of the date of this order, revise the liability provisions in its tariff to comply with Commission policy or show cause why it should not be required to do so, as discussed above.

---

<sup>33</sup> See *Great Lakes Gas Transmission Co.*, 12 FERC ¶ 61,293 (1980) (five-month suspension).

<sup>34</sup> See *Valley Gas Transmission, Inc.*, 12 FERC ¶ 61,197 (1980) (minimum suspension).

(D) CenterPoint must explain whether it interprets its reservation charge crediting provision as consistent with Commission policy and, if not, pursuant to section 5 of the Natural Gas Act either revise its tariff provisions concerning reservation charge crediting to conform with Commission policy, or explain why it should not be directed to do so.

By the Commission.

( S E A L )

Nathaniel J. Davis, Sr.,  
Deputy Secretary.

**Appendix**

CenterPoint Energy Gas Transmission Company, LLC  
FERC NGA Gas Tariff  
CEGT Tariffs

[Sheet No. 21, RATES: FT, FT-2, FT – SMALL CUSTOMER, IT – INTERRUPTIBLE, 4.0.0](#)

[Sheet No. 22, RATES: NNTS, NNTS – SMALL CUSTOMER, FSS, ISS, 4.0.0](#)

[Sheet No. 23, RATES: EFT, 5.0.0](#)

[Sheet No. 35, RATES: RSS, 3.0.0](#)

[Sheet No. 36, RATES: PHS, 3.0.0](#)