

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: Pat Wood, III, Chairman;
Nora Mead Brownell, Joseph T. Kelliher,
and Suedeem G. Kelly.

Gas Transmission Northwest Corporation
(formerly PG&E Gas Transmission,
Northwest Corporation)

Docket Nos. RP03-70-004
RP03-70-005

Calpine Energy Services, LP

Docket No. RP04-217-000

v.

Gas Transmission Northwest Corporation

ORDER ON COMPLIANCE AND PETITION FOR CLARIFICATION

(Issued March 30, 2004)

1. On January 14, 2004, Gas Transmission Northwest Corporation (formerly PG&E Gas Transmission, Northwest Corporation) (GTN) filed revised tariff sheets¹ to comply with the Commission's December 24, 2003 Order on Compliance and Rehearing (December 24 Order).² This is GTN's second creditworthiness compliance filing. GTN's filing was protested by Calpine Energy Services, L.P. (Calpine) and United States Gypsum Company (USG). In addition, on February 3, 2004, Calpine filed a Petition for Clarification. This order addresses GTN's compliance filing, the protests, and the Petition for Clarification (Petition).

¹ Third Revised Sheet No. 132, First Revised Sheet No. 132A, Third Revised Sheet No. 133, Third Revised Sheet No. 134, First Revised Sheet No. 134A, Third Revised Sheet No. 135, First Revised Sheet No. 135A, Second Revised Sheet No. 136, Third Revised Sheet No. 137, Fourth Revised Sheet No. 138, Third Revised Sheet No. 139, and Second Revised Sheet No. 140 to FERC Gas Tariff, Second Revised Volume No. 1-A.

²105 FERC ¶ 61,382 (2003).

2. For the reasons discussed below, this order accepts GTN's proposed tariff sheets, subject to the modifications discussed below, and directs supplemental filings in a complaint docket established to consider Calpine's Petition.

3. This order benefits the public because it balances the need to assure that all shippers have a reasonable opportunity to obtain pipeline services with GTN's need to ensure the creditworthiness of its shippers.

Background

4. On November 8, 2002, GTN filed revised creditworthiness provisions in section 18.3 of its General Terms and Conditions (GT&C). GTN's November 8, 2002 filing was submitted as a result of the October 25, 2002 complaint filed in Docket No. RP03-41-000.³ E-Prime's complaint alleged, in part, that GTN's creditworthiness standards were not clearly articulated in its tariff.

5. On December 6, 2002, the Commission issued an order that accepted and suspended GTN's tariff sheets, subject to conditions and the outcome of a technical conference (December 6 Order).⁴ The technical conference was subsequently held on January 10, 2003.

6. On January 24, 2003, the Commission issued an order in the complaint proceeding which found that GTN was correct in determining E-Prime was not creditworthy pursuant to its tariff.⁵ However, the Commission deferred ruling on the prepayment requirement pending GTN's providing support for its position. On March 14, 2003, the Commission issued an order granting E-Prime's complaint finding that GTN's required prepayment of twelve months of demand charges was not authorized. GTN was directed to refund to E-Prime the overpayment of demand charges in excess of three months, with interest, as specified in the Commission's regulations.⁶

³E-Prime, Inc. v. PG&E Gas Transmission, Northwest Corp. (E-Prime), 102 FERC ¶ 61,062 (2003).

⁴101 FERC ¶ 61,280.

⁵102 FERC ¶ 61,062.

⁶102 FERC ¶ 61,289.

7. On May 7, 2003, the Commission issued an Order on Technical Conference and Denying Request for Rehearing and Stay (May 7 Order).⁷ On May 29, 2003, GTN filed revised tariff sheets to comply with the May 7 Order. On December 24, 2003, the Commission issued an order on Compliance and Rehearing, which denied in part and granted in part the requests for rehearing of the Commission's May 7 Order. The December 24 Order accepted GTN's May 29, 2003 compliance filing, subject to the modifications discussed within the December 24 Order.

Compliance Filing

8. This compliance filing proposes several revisions to section 18.3 of GTN's General Terms and Conditions. GTN substituted the term "Cash Security Deposit" for "Prepayment," throughout section 18.3. GTN indicated the change was made because the December 24 Order stated that prepayments are in fact not prepayments, but constitute security or security for payments in the future.

9. GTN revised its language to indicate that GTN will accrue interest on cash security deposits at the FERC interest rate consistent with Section 154.501 of the Commission's regulations. GTN also added language to state that it will return, with applicable interest, a shipper's security held by GTN within five business days of the shipper paying its final invoice and resolving any and all outstanding balances under the expired agreement(s). Further, GTN added language to state that when interest is paid, shippers will be provided interest calculation reconciliations upon either a return to creditworthiness or contract expiration.

10. GTN clarified that with respect to cash security deposits and letters of credit, for firm transportation service, expansion capacity security requirements apply only to lateral facilities. GTN also added language to indicate that GTN is permitted to recover the costs of expansion facilities only once and clarified the shipper's security obligation where new facilities serve multiple shippers.

11. GTN clarified that the term "all required security" means the three-month cash security deposit mechanism or the letter of credit for existing capacity shippers. GTN also added language indicating that if a shipper is found by GTN to be non-creditworthy, GTN will, upon request, inform the shipper in writing as to the reasons the shipper has been deemed non-creditworthy.

12. GTN replaced references to "transportation charges" with "reservation charges" to provide consistency in section 18.3 and clarified that upon a return to creditworthiness, a

⁷103 FERC ¶ 61,137 (2003).

shipper's credit limit must be adequate to cover its contractual obligation rather than its security requirement.

Notice, Intervention, and Protests

13. Public notice of GTN's filing was issued on January 21, 2004. Protests, interventions, or comments were due as provided in Section 154.210 of the Commission's regulations (18 C.F.R. §154.210). Pursuant to Rule 214 (18 C.F.R. § 385.214), all timely filed motions to intervene and any motions to intervene out-of-time filed before the issuance date of this order are granted. Granting late interventions at this stage of the proceeding will not disrupt the proceeding or place additional burdens on existing parties. Calpine and USG protested GTN's compliance filing.

Petition for Clarification

14. Calpine filed a petition for clarification in Docket No. RP03-70-005 on February 3, 2004. Calpine requests clarification of the order issued in Docket Nos. RP03-70-002 and RP03-70-003 on December 24, 2003⁸ because GTN's alleged interpretation of the order seeks to impose a 12-month collateral security requirement on Calpine. Calpine requests that the Commission find that GTN may not demand collateral in excess of three months reservation charges for Calpine's 2002 expansion capacity.

15. GTN filed an answer to the petition on February 11, 2004. GTN asserts that the 12-month prepayment security demand on Calpine is based on the 2001 capacity expansion for which non-creditworthy shippers were required to make a security deposit. GTN requests that the petition be dismissed.

Discussion

A. Collateral for Pipeline Expansions

16. The December 24 Order,⁹ directed GTN to revise its tariff language to clarify that its expansion capacity collateral requirement applies only to lateral facilities. To comply, GTN modified Tariff Sheet No. 134 with respect to cash security deposits and letters of credit for firm transportation service to clarify that, within the tariff, expansion security requirements applied only to lateral facilities.

17. Calpine contends that GTN did not maintain a clear distinction between mainline system expansion shippers and those shippers who are participating in laterals in section

⁸ PG&E Gas Transmission, Northwest Corp., 105 FERC ¶ 61,382 (2003).

⁹ December 24 Order at P 55

18.3(C). Calpine asserts that section 18.3(C) should outline the maximum amount of security that the pipeline may require of shippers for incremental lateral facilities constructed by the pipeline on behalf of the shipper. Further, Calpine asserts that section 18.3(C) should be clarified to ensure that for incremental lateral facilities, the pipeline cannot require collateral greater than a shipper's pro rata share of the total facilities costs and such collateral should be reduced over time in proportion to the shipper's contract term.

18. Calpine also states that in section 18.3(A)(1), the language providing that expansion capacity shippers have differing security requirements, is too vague and ambiguous. Calpine asserts that the distinction between main line system expansion shippers and those who are participating in laterals should be clear in the tariff.

19. In answer to the protests, GTN states the December 24 Order¹⁰ specifically addressed only section 18.3(A)(1)(b)(ii) of GTN's tariff, which addressed cash prepayments, not section 18.3(C) as Calpine contends. GTN asserts that Paragraphs 54 and 55 required GTN to clarify that the cash prepayment or security deposit provision applied only in the context of Expansion Capacity on lateral facilities. GTN contends that it has revised its language, as directed by the order. In addition, GTN asserts that Calpine now seeks to apply the Commission directive from Paragraph 55 to section 18.3(C). GTN asserts that section 18.3(C) only establishes that the maximum security obligation that GTN and a shipper may mutually agree as part of a precedent agreement negotiation for expansion capacity shall be equal to a shipper's pro rata share of the costs of the expansion capacity. GTN concludes that section 18.3(C) is entirely consistent with Commission policy.

Commission Ruling

20. Paragraph 54 of the December 24 Order addressed section 18.3(A)(1)(b)(ii) as a point of reference, stating that GTN did not indicate whether the provision applied to laterals or mainline facilities. Paragraph 55 of the December 24 Order directed GTN to revise its tariff language to clarify that its expansion capacity collateral requirement applies only to lateral facilities. The directive did not limit itself to a particular section of the tariff and GTN was accordingly directed to revise its tariff language. To clarify Paragraph 55 of the December 24 Order, GTN is directed to revise section 18.3, where applicable, to provide that for incremental lateral facilities, the pipeline will not require collateral greater than a shipper's pro rata share of the total facilities costs and such collateral will be reduced over time in proportion to the shipper's contract term.

¹⁰ December 24 Order at P 54 and 55.

B. Reduction of the Collateral Requirement

21. Calpine takes issue with GTN's creation and definitions of the following three not-before-seen terms: (1) Maximum Allowable Security Requirement or MASR (cost of the facility to be constructed); (2) Shipper's Maximum Security Obligation or SMSO (where facilities serve multiple shippers, an individual shipper's maximum security obligation will be no more than its proportionate share); and (3) Shipper's Actual Security Obligation or SASO (the shipper's actual security requirement, as identified within the open season project requirements, may be equal to or less than the SMSO).

22. Calpine states that using these new terms GTN proposes to only reduce the amount of collateral required at the point that the collateral posted equals the total reservation charges of the remaining contract term. For example, if a shipper's proportionate share of the total facility costs is \$500,000 and a customer posts \$360,000 in collateral to execute a contract with a term of 36 months, the collateral returned should be 1/36 of the total collateral held or \$10,000 per month. Calpine contends the Commission did not state that GTN could return collateral only after the shipper had first paid GTN \$140,000 over eleven months and then return the collateral as the shipper makes the remaining contract payments. Calpine asserts that GTN's proposal would effectively increase the collateral requirement over time rather than maintaining the balance between the collateral posted and the potential loss of revenue the pipeline may experience over the remaining term of the contract. Calpine contends that GTN's proposal is unreasonable, contrary to the Commission's order, and has not been previously presented for Commission approval or for the parties review and comment.

23. Further, Calpine asserts that the proportionate basis for returning collateral, as outlined by the Commission, should apply to both mainline expansions and lateral construction and as such should be clearly stated in GTN's tariff.

24. In answer to the protests, GTN states that Calpine's characterization of its proposal is flawed. GTN proposes to only reduce the amount of security required at the point the security posted equals the shipper's pro rata share of the remaining facility costs. The facility costs are reduced on a monthly basis in proportion to the shipper's contract term. GTN clarified that its proposal sets expansion capacity security requirements limits based upon facility costs, not reservation charges. GTN asserts that under its proposed tariff language and consistent with the Commission's requirements, an expansion shipper would never be required to provide more security than the shipper's pro rata share of the remaining facility costs.

Commission Ruling

25. In section 18.3(C), GTN proposes that a shipper's security requirement could be equal to or less than the shipper's maximum security obligation. Where new facilities

serve multiple shippers, an individual shipper's maximum security obligation will be for no more than its proportionate share. After the expansion capacity is placed into service, the shipper's maximum security obligation will be reduced in proportion to contract term. Further, when the shipper's maximum security obligation equals the shipper's actual security obligation held by GTN, GTN will thereafter return the shipper's security on either a monthly basis or as mutually agreed with shipper, consistent with the shipper's maximum security obligation.

26. The Commission's policy has been that pipelines are not required to construct lateral facilities and the remaining customers on the pipeline should not be obligated to subsidize the costs of facilities that are to be constructed for the benefit of one customer. Accordingly, the shipper must be willing to put up collateral equal to its proportionate share of the cost of such construction.¹¹ GTN is providing in its tariff that in some cases, it may not need to require a non-creditworthy shipper to put up collateral equal to the shipper's maximum security obligation. In such a case, however, GTN is proposing that it will reduce collateral only after the shipper's actual security obligation equals the maximum possible security obligation.

27. The Commission accepts this tariff provision. GTN is proposing that a shipper may not be required to post collateral up to its proportionate share of the lateral facilities, and the Commission does not want to discourage pipelines from offering, on a non-discriminatory basis, to construct facilities with less than full collateral. In Calpine's example, the shipper will be better off under GTN's proposal than it would be if GTN insisted on the maximum security obligation, because it only has to obtain up-front collateral of \$360,000, compared with the full security obligation of \$500,000.¹² Since, under GTN's tariff, it will not retain collateral greater than the shipper's proportionate share of the facilities at any point in time, it complies with the Commission's requirement to return collateral as the shipper pays off the facilities.

C. “Security Requirement” versus “Contractual Obligation”

28. Calpine and USG take issue with GTN replacing the term “security requirement” with “contractual obligation.” The proposed language states that a shipper will be deemed to be non-creditworthy if it is rated below a BBB/Baa2 equivalent standard by

¹¹ Panhandle Eastern Pipe Line Company, 91 FERC ¶ 61,037 at 61,141-42 (2000).

¹² In effect, GTN is permitting the shipper to pay the difference between the maximum amount of collateral (\$500,000) and the actual amount of collateral (\$360,000) as an installment payment once the facilities go into service, which is better from the shipper's perspective than having to put up initial collateral equal to the full cost of the facilities prior to construction.

any rating agency or if its credit limit is insufficient to cover the shipper's total contractual obligation.

29. USG asserts that GTN has gone beyond the requirements of the December 24 Order, proposing new tariff language that shifts the balance in favor of the pipeline. USG asserts that GTN's proposed change was not required by the December 24 Order, because Paragraph 80 only addressed USG's earlier question regarding the nature and extent of parental or third-party guarantees made on behalf of the non-creditworthy shipper. GTN asserts that the practical effect of GTN's proposed tariff change is to create an unreasonably high standard for the shippers to achieve creditworthiness and gain access to GTN's services. The change could require the shipper to show that it could pay for its entire contractual obligation up front to demonstrate creditworthiness.

30. Calpine states that the language appears to imply that when the pipeline is performing a credit limit evaluation, a shipper must have a credit limit high enough to pay its entire contract upfront. Calpine states that it does not object to the pipeline considering all the contracts that a shipper may hold with GTN in reviewing collateral requirements, but Calpine does object to GTN's valuation of those contracts. Calpine asserts that GTN should be required to use net present value calculation rather than the gross contract total.

31. GTN provides that the language that USG protests is pre-existing language contained in section 18.3(A)(1)(b) of GTN's approved tariff. Section 18.3(A)(1)(b) employs the phrase "Shipper's contractual obligation" in defining the shipper's credit limit obligation. GTN contends that due to the numerous revisions of this section, the compliance filing seeks to make the first paragraph of that section consistent with the approved "contractual obligation" language.

32. GTN states that credit limits were addressed in the Commission's May 7 Order in this proceeding.¹³ The May 7 Order accepted GTN's proposal to require that a shipper's credit limit, which GTN states applies only in context of guarantors and shippers with ratings, be limited to 10 percent of a shipper's or guarantor's tangible net worth (TNW). GTN contends that both the shipper's rating and guarantees "cover the full extent of a shipper's obligation," pipeline credit limits based on TNW must likewise be a function of a shipper's contractual obligation. GTN asserts that comparing 10 percent of TNW to a shipper's security requirement - which is provided only in circumstances when a shipper's rating or guarantor's rating is inadequate - does not make sense because shippers with adequate rating and or provide guarantee are not required to provide security.

¹³ 103 FERC ¶ 61,137 at P 69-71 (2003) ("May 7 Order").

33. Finally, GTN states that it is amendable to Calpine's request and clarifies that it will use a NPV calculation, rather than the gross contract total, to value a shipper's contractual obligation.

Commission Ruling

34. We find that GTN's revision, in section 18.3(A)(1)(b), from security requirement to contractual obligation is reasonable in the context of this paragraph. In section 18.3(A)(1)(b), GTN proposes that a shipper will be deemed non-creditworthy if it is rated below a BBB/Baa2 equivalent standard by any rating agency or if its credit limit is insufficient to cover the shipper's total contractual obligation. GTN previously set the credit limit of shippers at 10 percent of the shipper's tangible net worth. We find that the protest is incorrect, GTN's proposal is not requiring the shipper have a credit limit high enough to pay the entire contract upfront to be deemed creditworthy. The proposal provides, as one option, that the shipper will be deemed non-creditworthy if 10 percent of the shipper's tangible net worth (credit limit) is insufficient to cover the shipper's total contractual obligation. We believe that 10 percent of the shipper's tangible net worth as compared to the shipper's total contractual obligation is an objective and reasonable assessment of creditworthiness. In addition, GTN has agreed to use a net present value calculation, rather than the gross contract total, to value a shipper's contractual obligation. Therefore, we deny the protests.

D. Return of Collateral

35. Calpine opposes the language in section 18.3(A)(1)(c) that states GTN will return, with interest, shipper's security "within five business days of shipper paying its final invoice and resolving any and all outstanding balances under the expired agreement." Calpine asserts this language will allow GTN to hold all security funds indefinitely, as long as there is any billing dispute.

Commission Ruling

36. The December 24 Order,¹⁴ stated that collateral is required to protect the pipeline against potential loss of revenue. GTN's language as proposed could allow GTN, once the contract expired, to hold the shipper's entire security for any billing dispute. The basis for providing collateral is to protect the pipeline against potential revenue loss. If the contract term has expired, with exception to disputed amounts, there is no potential loss to GTN. Therefore, it is unreasonable for GTN to retain any undisputed security once the contract is terminated. GTN is directed to revise its language in section 18.3 where applicable to provide that GTN will return, with interest, the shipper's undisputed

¹⁴ December 24 Order at P 64.

security, within five business days of shipper paying its final invoice. The remaining security if applicable will be returned with interest after resolving any and all outstanding balances under the expired agreement.

E. Calpine's Petition for Clarification

37. Calpine states that on February 15, 2001, Calpine entered into a precedent agreement with GTN for mainline expansion capacity to be in operation in 2002. In the award of that capacity, GTN required Calpine to post 12 months of security for that capacity, as Calpine did not meet the creditworthiness standards in GTN's tariff. Subsequent to the Commission's order of March 14, 2003 in E-prime v. PG&E Gas Transmission, Northwest Corp., holding that GTN lacked the authority to impose a 12-months prepayment of service,¹⁵ GTN refunded to Calpine collateral in excess of three months of service. On January 22, 2004, GTN requested Calpine to post an additional \$2.84 million of collateral, which Calpine believes is based on GTN's position that it can require firm capacity expansion shippers, who are not creditworthy, to post 12 months of security as collateral.

38. Calpine makes two arguments to support its position. First, Calpine states that the Commission's order in Docket No. RP03-70-000 prohibits the retroactive application of the decision on expansion capacity.¹⁶ Second, Calpine argues that the Commission's decision in E-Prime prohibits any collateral demand in excess of three months of service. Calpine asserts that its precedent agreement, paragraphs 1 and 6,¹⁷ ties the creditworthiness requirement to the tariff in effect at that time, and based on the Commission's findings in E-Prime, GTN can demand no more than 3 months collateral for mainline expansion capacity.¹⁸

GTN's Answer

39. GTN answers that Calpine agreed to provide 12 months of reservation charges in 2001 for new capacity, consistent with Commission policy at that time,¹⁹ and that Calpine

¹⁵ E-prime v. PG&E Gas Transmission, Northwest Corp., 102 FERC ¶ 61,062 (2003), 102 FERC ¶ 61,289 (2003), order on reh'g, 104 FERC ¶ 61,026 (2003).

¹⁶ Petition at 5.

¹⁷ Appendix B at 1-3.

¹⁸ Petition at 6.

¹⁹ GTN refers to the Commission's statements permitting longer collateral for construction of new capacity. Answer at 4.

clearly understood and agreed that it was required to post 12 months worth of collateral. Second, GTN argues that the Commission's decision in Calpine Energy Services, LP v. Southern Natural Gas Co.,²⁰ which found that Calpine was obligated to post 30 months of collateral for expansion capacity on Southern is identical to the facts here, and the result here should be the same because Calpine understood the collateral requirements for bidding on new capacity and therefore its petition should be denied. GTN argues that the decision in E-Prime, setting a 3-month collateral requirement, is limited to existing capacity shippers, and Commission policy in 2001 allowed pipelines to require 12 months or more collateral from non-creditworthy shippers.²¹ Finally, GTN argues that the December 24, 2003 Order in its creditworthiness tariff case, specifically held that GTN could not retroactively impose credit requirements beyond those set forth in executed contracts for expansion capacity.²² Based on this finding, GTN argues the requirements of its precedent agreements were undisturbed by the Commission's order.

Commission Ruling

40. The Commission cannot resolve this dispute at this stage as the pleadings do not present a complete set of facts and arguments. Calpine's petition for clarification is actually in the nature of a complaint²³ concerning past collateral requirements, rather than a request to clarify the December 24, 2003 Order as applies to GTN's compliance obligation. Calpine asks for a determination of shippers' rights and obligations under GTN's tariff in effect on February 15, 2001, the date of precedent agreement, under tariff provisions different from those in GTN's current tariff.²⁴ Notably, Calpine has not protested the relevant portions of GTN's compliance tariff filings presently before us in

²⁰ Calpine Energy Services, LP v. Southern Natural Gas Co., 103 FERC ¶ 61,273 (2003), reh'g denied, 105 FERC ¶ 61,033 (2003).

²¹ Answer at 6.

²² Answer at 6, referring to P 56 of the order issued on December 24, 2003 in Docket No. RP03-70-002.

²³ See e.g., Northwest Pipeline Corp., 79 FERC ¶ 61,029 at 61,136 (1997); Texas Eastern Gas Transmission Corp., 99 FERC ¶ 61,353 at P 9 (2002); Tennessee Gas Pipeline Co., 99 FERC ¶ 61,357 at P 5 (2002); CNG Transmission Corp. and Algonquin Customer Group v. Texas Eastern Transmission Corp., 56 FERC ¶ 61,116 at 61,447 (1991).

²⁴ GTN's current tariff, approved in Docket No. RP03-70-000, was made effective May 8, 2003.

Docket No. RP03-70-004, which shows that its complaint is outside the scope of the present issues pending in Docket No. RP03-70-000, et al. Further, the petition filed by Calpine did not provide a detailed response to each requirement for a complaint and for notice, comment, intervention and answer, as would a filing under Section 385.206 of the Commission's regulations.²⁵

41. Because this issue is unrelated to the compliance issues in this docket, the Commission is establishing a new docket, Docket No. RP04-217-000, to consider Calpine's complaint.²⁶ Calpine's petition filed on February 3, 2004 and GTN's answer filed on February 11, 2004 will be re-docketed in Docket No. RP04-217-000.

42. In addition, because Calpine's filing, and GTN's answer, do not fully comply with the Commission's complaint regulations and provide the information needed to resolve this issue, Calpine, if it wishes to pursue this matter, must make a supplemental filing within 30 days that fully complies with Section 385.206(b)(2) of the regulations by setting out the full facts and circumstances at the time the precedent agreement was entered into on February 15, 2001 and the legal basis for its requested relief. Specifically, Calpine (and GTN in its answer) need to address the following: (1) a discussion, including citations, of the Commission's policy on prepayment collateral for mainline expansion shippers at the time the parties entered into the precedent agreement; (2) facts that would cast light on the parties' understanding of the collateral requirements for the new mainline capacity at the time at which they entered into the agreement; (3) the specific tariff requirements, and other relevant information including loan agreements, relating to non-creditworthy expansion capacity shippers at the time of the precedent agreement; (4) citations to applicable contract law principles and cases to the extent that contract interpretation is involved; and (5) whether GTN could legitimately require 12 months of collateral from Calpine for its 2002 expansion capacity. GTN also would need to submit factual support for its asserted collateral requirements on all shippers acquiring 2002 mainline capacity and an explanation of the reasonableness of its collateral requirements relative to the risks imposed by undertaking the 2002 mainline expansion. Additionally, the parties may consider and advise the Commission if they seek an interpretation of specific contract rights by the Commission, or whether contractual issues in dispute may more properly be determined by a court of competent jurisdiction.

²⁵ Other shippers and interested parties on GTN's system may have an interest in the outcome of any proceeding which determines creditworthiness rights and obligations on GTN's system.

²⁶ Other parties will be able to intervene and comment in the new docket.

43. Under Section 385.206, the Commission also has various procedural options to aid in resolving a dispute such as this, i.e., the enforcement hotline, settlement judge procedures, ADR, or evidentiary hearings to develop a record. The parties should indicate whether they have explored any of these options to try and resolve their dispute.

The Commission orders:

(A) GTN's compliance filing is accepted, as modified in the body of this order, to be effective May 8, 2003.

(B) GTN is directed to file, within 20 days of the date of issuance of this order, revised tariff sheets consistent with the discussion in the order.

(C) Calpine must file supplemental information in Docket No. RP04-217-000 within 30 days from the date of this order, as discussed in the body of this order.

By the Commission.

(S E A L)

Linda Mitry,
Acting Secretary.