

122 FERC ¶ 61,238  
FEDERAL ENERGY REGULATORY COMMISSION  
WASHINGTON, D.C. 20426

March 20, 2008

In Reply Refer To:  
Columbia Gulf Transmission Company  
Docket No. RP08-124-000

Columbia Gulf Transmission Company  
5151 San Felipe, Suite 2500  
Houston, TX 77056-3639

Attention: James R. Downs  
Director of Regulatory Affairs

Reference: Revisions to Pro Forma Service Agreement

Dear Mr. Downs:

1. On December 17, 2007, Columbia Gulf Transmission Company (Columbia Gulf) filed tariff sheets<sup>1</sup> to revise the appendices of the *pro forma* service agreements under Rate Schedules FTS-1 and FTS-2 (Firm Transportation Service). The tariff revisions add new column headings and delete language to facilitate contract administration in circumstances where shippers combine multiple service agreements under the same rate schedule with varying terms of service for different contract demand quantities into a single service agreement. The referenced tariff sheets are accepted effective May 1, 2008, subject to the discussion below.

2. On June 8, 2007, in Docket No. RP07-414-000, the Commission accepted Columbia Gulf's previous proposal to revise the appendices listed above to add new column headings and delete certain unnecessary language that is not conducive to contracting where shippers combine varying service agreement under the same rate

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<sup>1</sup> Ninth Revised Sheet No. 318 and Second Revised Sheet No. 319 to FERC Gas Tariff, Second Revised Volume No. 1

schedule into a single service agreement.<sup>2</sup> Columbia Gulf states the additional revisions to the appendices are required to further facilitate the ease of administration of such contracts. Columbia Gulf further states that the proposed revisions will ensure that the affected appendices are fully consistent with the functionality of Columbia Gulf's new Navigates Electronic Bulletin Board that is scheduled to begin operation on May 1, 2008.

3. Public notice of the filing was issued on December 19, 2007. Interventions and protests were due as provided in section 154.210 of the Commission's regulations. Pursuant to Rule 214 (18 C.F.R. § 385.214 (2007)), all timely filed motions to intervene and any 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. Piedmont Natural Gas Company, Inc. (Piedmont) filed a request for clarification. On January 7, 2008, Columbia Gulf filed an answer to the filed comments. Under Rule 213(a)(2) of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.213(a)(2) (2007), answers to protests are not accepted unless otherwise ordered by the Commission. We will accept Columbia's answer because it further clarifies the issues.

4. Piedmont is concerned that the introduction of the new term "Recurrence Interval" is neither defined nor explained in the filing. Piedmont states that should the term "Recurrence Interval" cause a change to any service agreement's rights and obligations, Piedmont reserves its right to oppose this filing.

5. Columbia Gulf in its answer states the new Recurrence Interval column was added to the service agreement appendices to designate whether the contract demand volume is the same during each month of the contract's term or whether there are seasonal differences in volumes. Columbia Gulf further states that other than providing a column to show this information, the Recurrence Interval column will have no effect on the shipper's contractual rights or on Columbia Gulf's service obligations.

6. Columbia Gulf's answer states that the addition of the Recurrence Interval column in the *pro forma* service agreement appendices will not affect the shipper's contractual rights or Columbia Gulf's service obligations. However, the Commission is unclear on how the column is to be filled in when there are seasonal differences in MDQ under combined contracts. The Commission is also uncertain of the meaning of the term Recurrence Interval and why Columbia Gulf has chosen that terminology. Therefore, Columbia Gulf is directed to either include in its tariff a definition of the term "Recurrence Interval" or change the term to one more descriptive of the seasonal MDQ listing it apparently seeks to include. Columbia Gulf also is directed to file examples of what would be placed in the column in situations when there are seasonal differences in

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<sup>2</sup> *Columbia Gulf Transmission Co.*, Docket No. RP07-415-000 (June 8, 2007) (unpublished letter order).

the contract demand volume and when there are no seasonal differences in the contract demand volume. Therefore, the Commission will accept the listed tariff sheets effective May 1, 2008, subject to Columbia Gulf filing the requested information and tariff revision within 15 days of the issuance of this order.

By direction of the Commission.

Nathaniel J. Davis, Sr.,  
Deputy Secretary.