

127 FERC ¶ 61,149
UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: Jon Wellinghoff, Chairman;
Sudeen G. Kelly, Marc Spitzer,
and Philip D. Moeller.

Columbia Gas Transmission Company

Docket No. RP08-295-001

ORDER ON COMPLIANCE FILING

(Issued May 21, 2009)

1. On July 31, 2008, the Commission accepted and suspended, subject to conditions, a March 31, 2008 filing by Columbia Gas Transmission Corporation (Columbia Gas) to revise its SIT (Storage in Transit) Rate Schedule (March 31, 2008 Filing).¹ On August 29, 2008, Columbia Gas filed to comply with the July 31, 2008 Order (August 29, 2008 Compliance Filing). Its filing included both revised tariff sheets² consistent with clarifications to which it agreed and which the Commission accepted and a response to the Commission's directive to provide information and explanations supporting Columbia Gas's proposed application of scheduling penalties when SIT service is provided. The Commission accepts the revised tariff sheets, effective September 1, 2008, subject to the conditions set forth below, finds that Columbia Gas has failed to support its proposed application of scheduling penalties and requires Columbia Gas to file to revise its tariff consistent with the discussion below.

Background

2. Columbia Gas implemented its Rate Schedule SIT service initially in its Order No. 636 restructuring proceeding.³ The SIT service was designed as an interruptible

¹ *Columbia Gas Transmission Corp.*, 124 FERC ¶ 61,123 (2008) (July 31, 2008 Order).

² Eight Revised Sheet No. 196 and Eight Revised Sheet No. 197 to its FERC Gas Tariff, Second Revised Volume No. 1.

³ *Columbia Gas Transmission Corp.*, 64 FERC ¶ 61,060, at 61,510, *order on reh'g*, 64 FERC ¶ 61,365, at 63,534 (1993).

balancing service for shippers with wide swings in daily demand, such as electric power plants. The shipper uses this service in conjunction with transportation service agreements under Columbia Gas's Rate Schedule FTS (Firm Transportation Service), OPT (Off-Peak Transportation Service), NTS (No-Notice Transportation Service), SST (Storage Service Transportation), or ITS (Interruptible Transportation Service) Rate Schedules which it designates as subject to SIT service. Pursuant to section 2(a) of Rate Schedule SIT, when a SIT shipper's actual daily receipts under its transportation service agreements exceed its actual daily deliveries, the pipeline will, on an interruptible basis, inject the difference (Overtendered Balance Quantity or OBQ) into storage. Similarly, when a SIT shipper's actual daily deliveries exceed its actual daily receipts, the pipeline will, on an interruptible basis, withdraw the difference (Undertendered Balance Quantity or UBQ) from storage. The net of such injections or withdrawals may not on any day exceed the Maximum Balancing Quantity set forth in the shipper's SIT service agreement. Columbia Gas bills the SIT shipper a usage charge based on the daily change, if any, in the shipper's undertendered or overtendered balances. The maximum daily rate is \$0.0412 per Dth.

3. Pursuant to section 3(b) of Rate Schedule SIT, Columbia Gas also maintains a running net balance of each SIT shipper's undertendered and overtendered balances. Such net balance is referred to as the shipper's Imbalance Quantity. Section 3(b) provides that, twice during any 30-day period, SIT shippers are required to eliminate any existing Imbalance Quantity, convert any outstanding UBQ to an OBQ, or convert any outstanding OBQ balance to an UBQ (cross-zero-twice). An imbalance penalty of \$0.25 per Dth is required for each day at the end of a 30-day period in which the shipper does not comply with the cross-zero-twice requirement.

4. Section 4 of Rate Schedule SIT provides that scheduling of SIT service "shall be deemed to occur when Shipper schedules service under any Transportation Service Agreements that it has designated as subject to this SIT Rate Schedule, and the Scheduled Daily Delivery Quantities do not equal the Scheduled Daily Receipt Quantities . . . and such difference has not been specified by Shipper to be for the purpose of correcting imbalances."

5. In its March 31, 2008 Filing, Columbia Gas proposed to add a new subsection (b) to section 4 of Rate Schedule SIT, providing that shippers may nominate service under that rate schedule so long as the nominations will reduce the total Imbalance Quantity under the shipper's Rate Schedule SIT contract. Columbia Gas asserted, among other things, that Rate Schedule SIT did not authorize shippers to submit nominations to reduce their Imbalance Quantity, because existing section 4 provided only that scheduling of service "shall be deemed to occur" when a shipper has an imbalance between actual receipts and deliveries on its underlying contract.

6. Several parties, including Honeywell International Inc. (Honeywell), filed protests and requests for clarification. Honeywell asserted that, by severely restricting the ability of existing shippers to nominate SIT service, Columbia Gas is reducing the flexibility of shippers to react to unseen events and outages and avoid Columbia Gas's new scheduling penalty in Docket No. RP07-340,⁴ particularly for an industrial shipper of Honeywell's size and limited imbalance options. That scheduling penalty is imposed on the difference between a shipper's scheduled deliveries and actual delivery volumes.

7. Columbia Gas, in its answer to the protests, proposed to clarify its proposed section 4(a) to clarify that under the SIT Rate Schedule:

Scheduling of service under this Rate Schedule shall be deemed to occur when Shipper schedules service under any Transportation Service Agreements that it has designated as subject to this SIT Rate Schedule, and the actual receipt quantities do not equal the actual delivery quantities, less Retainage assessed under the applicable Transportation Service Agreement(s).

The July 31, 2008 Order

8. In the July 31, 2008 Order, the Commission conditionally accepted Columbia Gas's proposed revisions and proposed clarifications to Rate Schedule SIT. The Commission explained that SIT service is a balancing service, whose purpose is to allow shippers with wide swings in demand to manage imbalances incurred under other transportation rate schedules and that the proposed tariff changes clarify the scheduling provisions of the SIT Rate Schedule in a manner that is consistent with the intended purpose of the service.

9. With respect to Honeywell's concern about its ability to use SIT service to avoid scheduling penalties, the Commission found that the clarification of the scheduling method for SIT service should help minimize the incurrence of scheduling penalties by SIT shippers, and not reduce a shipper's ability to use the SIT service to minimize scheduling penalties. The Commission found that, while the purpose of SIT service is to avoid imbalances between a shipper's actual receipts and deliveries, the service should also, at least in some circumstances, serve to minimize variances between scheduled

⁴ See *Columbia Gas Transmission Corp.*, 119 FERC ¶ 61,267 (2007) (*Columbia Gas*), order on reh'g, 124 FERC ¶ 61,122 (2008).

deliveries and actual deliveries and thereby minimize the SIT shippers' incurrence of scheduling penalties.

10. The Commission explained that, as clarified by Columbia Gas in its answer, section 4(a) of Rate Schedule SIT provides that scheduling of SIT service is deemed to occur whenever the actual receipt quantities do not equal the actual delivery quantities under the applicable Transportation Service Agreement. Therefore, when quantifying the difference between scheduled and actual deliveries in order to determine whether scheduling penalties should be imposed, those amounts should reflect the storage injection and withdrawal quantities deemed to be scheduled pursuant to section 4(a) so that actual deliveries will equal actual receipts. The Commission found that in some circumstances this would enable a shipper either to avoid or reduce any scheduling penalty.

11. The Commission illustrated a situation where no scheduling penalty should result by using an example, provided by Honeywell, where Honeywell scheduled 50,000 Dth both at its receipt and delivery point and tendered 50,000 Dth at the receipt point but only took delivery of 45,000 Dth. In that example, the Commission noted, section 4(a) would deem 5,000 Dth to have been scheduled for injection into storage. The Commission stated that this would allow Honeywell to be treated as having taken delivery under the relevant transportation service agreement of the same amount as it put onto Columbia Gas's system, i.e., 50,000 Dth, and then injected 5,000 Dth into storage, thus enabling it to avoid any imbalance penalty. In these circumstances, the Commission held, there would appear to be equally no reason to impose a scheduling penalty on Honeywell, since the "deemed scheduled" provision would also result in actual and scheduled deliveries being the same. Moreover, the Commission stated that it had held that the purpose of scheduling penalties is to minimize the pipeline's lost opportunity costs and prevent operational harm during periods the system is under stress. Since the quantities deemed to be scheduled under section 4(a) are injected into or withdrawn from storage pursuant to Rate Schedule SIT during periods when Columbia Gas has determined it is operationally able to provide that service and the service is paid for by the shipper, the need to prevent potential operational harm⁵ and lost opportunity costs⁶ through scheduling penalties is not present for such quantities.

⁵ See *Columbia Gas*, 119 FERC ¶ 61,267 at P 30.

⁶ See *Columbia Gas*, 119 FERC ¶ 61,267 at P 26-27.

12. However, the Commission also recognized that requiring the volumes “deemed scheduled” under Rate Schedule SIT to be reflected in determining whether transportation scheduling penalties apply would not always completely insulate a shipper from scheduling penalties. The Commission clarified that no scheduling penalty would apply only in a situation, such as in the above example, where actual receipts were equal to scheduled receipts. The Commission illustrated how a transportation scheduling penalty might not be entirely eliminated if actual receipts do not equal scheduled receipts. The Commission explained, if 50,000 Dth is scheduled at a delivery point, 48,000 Dth is actually received and 45,000 Dth is actually delivered, then 3,000 Dth would be deemed to have been scheduled for injection into storage. The Commission explained that, under those circumstances, the extra 3,000 Dth injected into storage under the SIT Rate Schedule should reduce the difference between the scheduled and actual deliveries under the transportation agreement to 2,000 Dth in the calculation of scheduling penalties. Further, the Commission explained that, if 50,000 Dth is scheduled at a delivery point, 52,000 Dth is actually received and 45,000 Dth is actually delivered, then 7,000 Dth would be deemed to have been scheduled for injection into storage. In that situation, the Commission held, the 7,000 Dth injected into storage under the SIT Rate Schedule should similarly reduce the scheduling variance at the delivery point under the transportation agreement from 5,000 Dth to 2,000 Dth in the calculation of scheduling penalties.

13. The Commission concluded that Columbia Gas had failed to explain why the quantities which are deemed to be scheduled under section 4(a) of the SIT Rate Schedule should not be included in any calculation of scheduling variances to reduce the difference between scheduled and actual deliveries at a delivery point in order to determine scheduling penalties. Therefore, Columbia Gas, was directed to file either (1) information and explanations with adequate support explaining why quantities deemed to be scheduled pursuant to section 4 of the SIT Rate Schedule should not be included in the determination of scheduling penalties, as discussed above, or (2) file revised tariff sheets appropriately including such quantities in the determination of scheduling penalties.

August 29, 2008 Compliance Filing

14. In its response, Columbia Gas argues that injections and withdrawals from a shipper's Rate Schedule SIT account should not be included in the determination of scheduling penalties. Accordingly, Columbia Gas did not file revised tariff sheets to include the “deemed scheduled” quantities in the determination of scheduling penalties.

15. Columbia Gas argues that the active scheduling of gas under the underlying transportation service agreements and the resolution of physical imbalances through the

deemed scheduled provision of section 4(a) of Rate Schedule SIT are two completely separate and unrelated transactions. Columbia Gas contends that the scheduling that is deemed to occur is only under Rate Schedule SIT, and therefore does not affect scheduling variances on the underlying transportation contract to which the scheduling penalty is applicable.

16. Therefore, Columbia Gas argues that any difference between the shipper's scheduled and actual deliveries under its transportation service should be subject to scheduling penalty, since the Commission has held that the purpose of scheduling penalties is to encourage shippers to schedule accurately. Columbia Gas asserts that the process of the creation of a physical transportation imbalance under a shipper's transportation service, and that shipper's election to resolve that imbalance under its SIT service can be broken down into two separate transactions: one related to the actively scheduled transaction under the transportation service resulting in a physical imbalance, and the second additional "deemed scheduled" transaction under the shipper's SIT service to resolve that physical imbalance. Columbia Gas presents an example to indicate that when a shipper has both a physical imbalance and an equivalent scheduling variance the scheduling penalties should apply since the only purpose of the SIT Rate Schedule is to manage imbalances resulting from the differences in actual receipts and deliveries (imbalances) not the difference between scheduled delivery volumes and actual deliveries (scheduling variances). Columbia Gas asserts that it is the physical imbalance quantities which are deemed to be scheduled and such imbalances do not create scheduling variances subject to scheduling penalties.

17. Columbia Gas argues that transportation service with SIT service is not no-notice service and, therefore, the "deemed scheduled" language in section 4(a) is not meant to insulate a transportation shipper from scheduling variances during the initial shipper scheduling of the transportation service. Columbia Gas asserts that, contrary to the Commission's assertions regarding the transportation service's scheduling variances, such scheduling variances represent a lost opportunity cost for Columbia Gas. Columbia Gas further asserts that, if it was aware that the FTS shipper was not intending to use the full amount that it had nominated and scheduled, Columbia would have been aware via the nomination cycles that the resulting transportation capacity existed between the original receipt and delivery points, and potentially could have made available and sold that capacity as interruptible transportation service. Columbia Gas contends that, while the rate paid by shippers under Rate Schedule SIT compensates Columbia Gas for the commodity cost associated with injecting gas into and withdrawing gas out of the shipper's SIT service account in storage, it does not compensate Columbia Gas for the lost opportunity to make transportation service capacity available to other shippers during the gas day on an interruptible basis. Columbia Gas argues that, therefore, there still exists a need for imposing a scheduling penalty on the transportation services, and Rate

Schedule SIT would not compensate Columbia Gas for the associated lost opportunity costs.

18. Columbia Gas argues that insulation from scheduling penalties could result in the inappropriate use of Rate Schedule SIT by allowing shippers to avoid scheduling penalties in a manner that would be inconsistent with the purpose of that service and could result in abuse of that service. Columbia Gas asserts that SIT service predates the scheduling penalty by more than a decade and was not designed to avoid a then not-yet applicable scheduling penalty. Columbia Gas further asserts that the potential for abuse exists because by the shipper's deliberately submitting an inaccurate nomination under the transportation service that is inconsistent with a shipper's actual needs, a shipper could use Rate Schedule SIT as a short term storage service, rather than as a balancing service. Columbia Gas contends that imposing scheduling penalties on transportation contracts designated to balance on Rate Schedule SIT will help ensure that shippers avoid the temptation to intentionally nominate inaccurately.

19. Columbia Gas also filed revised tariff sheets consistent with the clarifications to which it agreed and which the Commission accepted.

Notice of Filing, Comments, Protests, and Answer

20. Public notice of Columbia Gas's August 29, 2008 Compliance Filing was issued on September 3, 2008, with protests due as provided in section 154.210 of the Commission's regulations (18 C.F.R. § 154.210 (2008)). Granting late intervention at this stage of the proceeding will not disrupt the proceeding or place additional burdens on existing parties. Interstate Gas Supply, Inc. (IGS) filed a protest and Honeywell and Virginia Power Energy Marketing, Inc. (VPEM)⁷ filed comments. IGS, VPEM, and Honeywell argue that Columbia Gas's assertions that the deemed scheduled quantities do not pertain to scheduling of the underlying transportation service and the exemption of such quantities from the determination of scheduling penalties could result in inappropriate use of Rate schedule SIT are mistaken.

⁷ VPEM filed an untimely motion to intervene. Pursuant to rule 214(d) of the Commission's Rules of Practice and Procedure (18 C.F.R. § 385.214(d) (2008)), the Commission will grant the late intervention by VPEM. Except as otherwise ordered, a late intervenor must accept the record of the proceeding as the record developed prior to the late intervention.

21. Columbia Gas filed an answer.⁸ Columbia Gas's answer will be discussed below.

Discussion

22. The Commission finds that Columbia Gas must treat quantities injected into storage pursuant to the deemed scheduled provisions of section 4(a) of the SIT Rate Schedule as actual deliveries under its transportation service agreement for purposes of calculating a shipper's scheduling penalties with respect to its transportation service, as explained in the July 31, 2008 Order. Therefore, the Commission accepts Columbia Gas's compliance filing to be effective September 30, 2008, subject to Columbia Gas filing revised tariff sheets consistent with the discussion below.

23. As previously discussed, Columbia Gas developed the SIT service in its Order No. 636 restructuring proceeding to assist shippers with wide swings in daily demand, including industrial users like Honeywell and electric generators. When such a shipper experiences a sudden change in its need for gas during a gas day, it may be too late for the shipper to change its arrangements with its gas supplier and to find a buyer for the gas.⁹ In such circumstances, the gas supplier will place onto Columbia Gas's system the amount the shipper scheduled for receipt by Columbia Gas under the shipper's transportation service agreement. However, if the shipper has experienced a sudden reduction in its need for gas, it may not be able to take delivery of the full amount its supplier put onto Columbia Gas's system. Alternatively, if the shipper has experienced a sudden increase in its need for gas, it may need to take delivery of more gas than its supplier put onto Columbia Gas's system.

24. The purchase of SIT service authorizes a shipper in such circumstances to reduce or increase its deliveries of gas under its transportation service agreement as needed, with undertakes of gas deemed to be scheduled storage injections and overtakes deemed to be

⁸ The Commission's Rules of Practice and Procedure do not permit answers to protests unless otherwise ordered by the decisional authority. (18 C.F.R. § 385.213(a)(2) (2008)). However, the Commission finds good cause and accepts Columbia Gas's answer since it will not delay the proceeding, may assist the Commission in understanding the issues raised, and will ensure a complete record.

⁹ Honeywell's comments at 5; Honeywell's protest at 4-5; Honeywell's request for rehearing in Docket Nos. RP07-340-001, *et al.*, at 9; Honeywell's request for rehearing in Docket No. RP07-340-000 at 8-9, citing the protest of UGI Utilities, Inc., and UGI Penn Natural Gas, Inc.

scheduled storage withdrawals subject to the SIT volumetric rate.¹⁰ This equalizes the shipper's receipts and deliveries under its transportation service agreement, thus eliminating any imbalance. The shipper must pay the SIT volumetric rate for these injections and withdrawals and comply with the various other terms and conditions of the rate schedule described above.

25. While Columbia Gas established the SIT service to permit the shipper to reduce or increase its gas deliveries during a gas day as needed without incurring imbalance penalties, it now asserts that it should be permitted to impose scheduling penalties on that very same conduct. In essence, Columbia Gas seeks to impose scheduling penalties on a shipper with SIT service, even when that shipper has complied with all the terms and conditions of the transportation and SIT services it has purchased from Columbia Gas. We find that the imposition of a penalty in such circumstances is unjust and unreasonable.

26. The Commission rejects Columbia Gas's assertion that the quantities deemed scheduled under Rate Schedule SIT should be treated as separate and unrelated to scheduling variances under a shipper's designated transportation service agreements. Columbia Gas emphasizes that shippers actively schedule service under the underlying transportation service agreements, while physical imbalances are resolved through the SIT deemed scheduling provisions. Therefore, it argues, the scheduling that is deemed to occur under Rate Schedule SIT should not affect scheduling variances on the underlying transportation contract to which the scheduling penalty is applicable.

27. These contentions are contrary to Columbia Gas's own statement that, if a shipper with a transportation service agreement elects to purchase SIT Service, "the SIT Service becomes a service appendage or service rider or add on, to the underlying" transportation service agreement.¹¹ The SIT Service is thus not a stand-alone service, but an

¹⁰ Section 4(a) of Rate Schedule SIT, as clarified by Columbia Gas, provides, in pertinent part:

Scheduling of service under this Rate Schedule shall be deemed to occur when Shipper schedules service under any Transportation Service Agreements that it has designated as subject to this SIT Rate Schedule, and the actual receipt quantities do not equal the actual delivery quantities, less Retainage assessed under the applicable Transportation Service Agreement(s). [Emphasis added.]

¹¹ August 29, 2008 Compliance Filing at 2.

enhancement to the underlying transportation service purchased by the shipper. Therefore, treating the quantities deemed scheduled by Rate Schedule SIT as unrelated to a shipper's scheduled amounts under its underlying transportation service agreement is inconsistent with the fundamental purpose and character of the SIT service. Moreover, while Columbia Gas is correct that the Commission has approved scheduling penalties as a means of encouraging shippers to schedule accurately, the SIT service is intended to assist shippers whose ability to schedule accurately is undercut by their wide swings in daily demand.

28. Columbia Gas also asserts that it should be permitted to impose scheduling penalties on an SIT shipper's transportation service without regard to the storage injections and withdrawals deemed to occur under Rate Schedule SIT because the shipper's inaccurate scheduling of its transportation service could cause operational problems for Columbia Gas. It argues that imposing scheduling penalties is necessary to encourage shippers to do their active scheduling of transportation service accurately. Columbia Gas argues, in its answer, that injections and withdrawals under Rate Schedule SIT do not take place until the end of the gas day, after the harm from inaccurate scheduling has already occurred, and, therefore, does not change a shipper's actual or scheduled deliveries. However, service under Rate Schedule SIT is an interruptible service, giving Columbia Gas the right to determine whether SIT service is operationally feasible and, therefore, will be available on a particular gas day. More specifically, that determination necessarily involves a determination by Columbia Gas that its system is operationally able to accommodate not only the physical imbalances that precipitate the injections into and withdrawals from storage under Rate Schedule SIT, but also any transportation scheduling variances that tend to result from such imbalances. Therefore, SIT service is provided, and quantities are injected into or withdrawn from storage pursuant to Rate Schedule SIT, only if Columbia Gas has determined that no operational harm will result from providing that service. Moreover, the very fact that Columbia Gas established the SIT service in its Order No. 636 restructuring proceeding, and has offered it ever since without evidence of operational harm to its system, shows that Columbia Gas has no operational need for the scheduling penalties as there is no potential operational harm to be deterred or punished.¹²

29. Columbia Gas further asserts that it is not compensated for lost opportunity costs when the shipper fails to take delivery of the amounts scheduled under its interruptible or firm transportation contract and instead those amounts are injected into storage under Rate Schedule SIT. However, Columbia Gas's tariff requires the shipper utilizing

¹² See *Columbia Gas*, 119 FERC ¶ 61,267 at P 30.

Columbia Gas's SIT service to compensate Columbia Gas for use of that service through the charge for SIT service and the related transportation charge whether firm or interruptible. The Commission approved those charges as just and reasonable in Columbia Gas's last general section 4 rate case. If those rates are no longer sufficient to recover Columbia Gas's costs of providing SIT service, Columbia Gas can file a general section 4 rate case proposing to allocate appropriate costs to the service.

30. Columbia Gas further argues that, if scheduling penalties are not imposed, there could be an incentive for shippers to submit deliberately inaccurate nominations and opportunities for shippers to use Rate Schedule SIT as a form of short term storage, contrary to the purpose of the service. However, as explained above, shippers compensate Columbia Gas under Rate Schedule SIT, which includes the deemed scheduled provision, for SIT service which Columbia Gas has agreed to provide for such payment. Moreover, even assuming some shippers might abuse their rights under the SIT Rate Schedule in the manner asserted by Columbia Gas, that does not justify imposing scheduling penalties on shippers who use the service in exactly the manner intended, as Columbia Gas is now seeking to do. Such a remedy would be overbroad and contrary to the requirement in section 284.12(b)(2)(v) of the Commission's regulations that a pipeline may include in its tariff penalties "only to the extent necessary to prevent the impairment of reliable service." Finally, as noted in the July 31, 2008 Order, allowing volumes deemed scheduled under Rate Schedule SIT service to be reflected in the determination of whether scheduling penalties apply does not absolutely preclude scheduling penalties; it might only act to reduce any such penalty in certain circumstances.

31. Based on the foregoing, the Commission concludes that, for Rate Schedule SIT to be just and reasonable in light of Columbia Gas's imposition of scheduling penalties, Columbia Gas must treat quantities injected into storage pursuant to the deemed scheduled provisions of section 4(a) of the SIT Rate Schedule as actual deliveries under its transportation service agreement for purposes of calculating a shipper's scheduling penalties with respect to its transportation service, as explained above and in the July 31, 2008 Order.¹³ Therefore, Columbia Gas is directed, within thirty days of the date of this order, to file revised tariff sheets including quantities injected into storage pursuant to

¹³ See July 31, 2008 Order, 124 FERC ¶ 61,123 at P 49-51. Because the amounts deemed withdrawn from storage under Rate Schedule SIT constitute receipts under the shipper's transportation service agreement, they are not relevant to the calculation of a shipper's scheduling variances at transportation delivery points, and thus would not be included in the calculation of a shipper's transportation scheduling penalties.

section 4(a) of the SIT Rate Schedule in the determination of transportation scheduling penalties, consistent with the discussion above.

The Commission orders:

(A) Columbia Gas's revised tariff sheets submitted in the August 29 Compliance Filing are accepted to become effective September 1, 2008, subject to the conditions set forth in the body of this order and the Ordering Paragraph below.

(B) Columbia Gas is directed, within thirty days of the date of this order, to file revised tariff sheets including quantities injected into storage pursuant to section 4(a) of the SIT Rate Schedule in the determination of transportation scheduling penalties, consistent with the discussion above.

By the Commission.

(S E A L)

Nathaniel J. Davis, Sr.,
Deputy Secretary.