

116 FERC ¶ 61, 065
UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: Joseph T. Kelliher, Chairman;
Nora Mead Brownell, and Suedeen G. Kelly.

Tennessee Gas Pipeline Company

Docket Nos. RP06-297-000
RP04-215-000

v.

Columbia Gulf Transmission Company

DECLARATORY ORDER AND ORDER REFERRING MATTER TO OFFICE OF
ENFORCEMENT

(Issued July 20, 2006)

1. This proceeding began March 12, 2004, when Tennessee Gas Pipeline Company (Tennessee) filed a complaint against Columbia Gulf Transmission Company (Columbia Gulf) in Docket No. RP04-215-000 following Columbia Gulf's denial of Tennessee's request for an interconnection at Egan, Louisiana, on the Blue Water Project (BWP), jointly operated by both parties. By order issued July 25, 2005, in Docket No. RP04-215-000, the Commission directed Columbia Gulf "to allow the construction and operation of the receipt point requested at Egan, Louisiana, by Tennessee, as soon as operationally possible."¹ On November 22, 2005, we denied Columbia Gulf's request for rehearing and stay and issued a clarification.² The Commission's actions followed an Initial Decision of an Administrative Law Judge (ALJ) who found, after hearing, that the denial of the requested receipt point violated Commission policy and directed that construction/operation of the interconnection be allowed.³ No party appealed the November 22 Order.

2. The interconnection has yet to be constructed.

¹ See *Tennessee Gas Pipeline Company v. Columbia Gulf Transmission Company*, 112 FERC ¶ 61,118 (2005) (July 25 Order).

² *Tennessee Gas Pipeline Company*, 113 FERC ¶ 61, 200 (2005) (November 22 Order).

³ *Tennessee Gas Pipeline Company v. Columbia Gulf Transmission Company*, 110 FERC ¶ 63,041 (2005) (Initial Decision).

3. On March 31, 2006, Tennessee filed a Petition for Declaratory Order, docketed as Docket No. RP06-297-000, requesting the Commission to direct Columbia Gulf to allow the interconnection approved by the Commission, by permitting installation of two taps requested by Tennessee without further conditions or delay. Tennessee requests the Commission to declare that (i) Columbia Gulf is violating the Commission's orders by refusing to confirm that it will allow Tennessee to install two taps for the interconnection at Egan, Louisiana; (ii) Columbia must permit the taps to be installed no later than ten days after upstream facilities have been constructed by Tennessee, and (iii) Columbia Gulf's compliance with (i) and (ii), pursuant to the Commission's orders in Docket No. RP04-215, is not conditioned upon any requirement that Tennessee execute an additional agreement which requires Tennessee to relinquish or modify its rights under the existing Blue Water Project Operating Agreement.

4. By this order, we direct Columbia Gulf to permit installation of the taps in conformity with Tennessee's petition. In addition, in order to determine whether Columbia Gulf's actions have violated and/or are continuing to violate our orders, we refer the matter to the Commission's Office of Enforcement for investigation under 18 C.F.R. §1b.5.

Background

5. The evidence introduced in this proceeding is summarized fully in the Initial Decision⁴ and the July 25 Order.⁵ Briefly, Columbia Gulf and Tennessee jointly operate a horse-shoe shaped natural gas system, the Blue Water Project (BWP), which is located primarily in offshore Louisiana Gulf waters, pursuant to a contract signed in 1972, the BWP Operating Agreement (Operating Agreement), which governs the joint operation. The BWP includes the Western Shore Line (WSL), which terminates at Egan, Louisiana, the Blue Water Offshore Header (Offshore Header), and the Eastern Shore Line (ESL), which terminates at Cocodrie, Louisiana.

6. The Egan Complex at the Egan, Louisiana terminus of the WSL consists of four meter stations, each station serving as a delivery point into a different interstate pipeline. Producers who wish to take their supply to Egan are able to reach downstream markets on each of these four pipelines. Egan A is the delivery point into Columbia Gulf. Egan B is the delivery point into Tennessee.⁶

⁴ See 110 FERC at P 8-9 (2005).

⁵ See 112 FERC at P 3-11 (2005).

⁶ See Ex. No. CGT-1 at 12. Egan C is the delivery point into Transcontinental Gas Pipeline Corporation. Egan D is the delivery point into Texas Gas Transmission, L.P.

7. Processing of gas transported on the WSL is performed at the non-jurisdictional Blue Water Gas Plant (BWGP), located onshore on the WSL, and operated by one of its owners, ExxonMobil Gas and Power Marketing Company. In recent years gas volumes transported on the WSL have declined. Tennessee has also experienced constraints on its 100 and 800 Lines, which flow north of the western portion of the BWP. Tennessee therefore seeks to shift volumes through the Egan Interconnection from its constrained western 100 and 800 Lines to its eastern 500 Line. The gas to be delivered by Tennessee into, and then out of, Egan B, will come from onshore sources.

Litigation under Interconnection Policy

8. The Commission directed the ALJ to review Tennessee's request for a new receipt point at Egan pursuant to the Commission's pipeline interconnection policy, as set forth in *Panhandle*.⁷ That policy "enables a party desiring access to a pipeline to obtain an interconnection if it satisfies five conditions."⁸ The five conditions require that: (1) the party seeking the interconnection bear the cost of construction of the interconnection; (2) the proposed interconnection not adversely affect the pipeline's operations; (3) the proposed interconnection and resulting transportation not result in diminished service to the pipeline's existing customers; (4) the proposed interconnection not cause the pipeline to be in violation of any applicable environmental or safety laws or regulations with respect to the facilities required to establish an interconnection with the pipeline's facilities; and (5) the proposed interconnection must not cause the pipeline to be in violation of its right-of-way agreements or any contractual obligations with respect to the interconnection facilities.⁹ The ALJ found that application of the *Panhandle* policy requires that Tennessee's request be granted by Columbia Gulf. The Commission has twice affirmed the ALJ.¹⁰

⁷ *Panhandle Eastern Pipe Line Company (Panhandle)*, 91 FERC ¶ 61,037 (2000).

⁸ *Panhandle*, 91 FERC ¶ 61,037 at 61,141 (2000).

⁹ The policy has been raised in a limited number of cases, including the following: *ANR Pipeline Co. v. Transcontinental Gas Pipeline Company*, 91 FERC ¶ 61,066, *reh'g denied*, 93 FERC ¶ 61,277 (2000); *Cove Point LNG Limited Partnership*, 97 FERC ¶ 61,043 (2001); *Nornew Energy Supply, Inc. and Norse Pipeline L.L.C.*, 98 FERC ¶ 61,018 (2002); *Discovery Gas Transmission LLC*, 107 FERC ¶ 61,124 (2004); *AES Ocean Express LLC v. Florida Gas Transmission Co.*, 107 FERC ¶ 61,276 (2004).

¹⁰ July 25 Order, 112 FERC ¶ 61,118 (2005); November 22 Order, 113 FERC ¶ 61,200 (2005).

Claims of Anti-Competitive Conduct

9. The ALJ also found that evidence was not sufficient to support certain of Tennessee's claims of anticompetitive conduct by Columbia Gulf, including decisions: a) not to confirm the nominations of shippers using Tennessee's BWP capacity; b) to deny Tennessee's request for a CO2 waiver; and c) to require of Tennessee certain unjustified credit assurances, as a result of the existence of continued imbalances. The ALJ found that Tennessee failed to show Columbia Gulf's actions to be unduly discriminatory and anticompetitive. The July 25 Order affirmed the ALJ.¹¹

Petition

10. Tennessee states that Columbia Gulf is attempting to circumvent the Commission's orders by arguing that: (i) Tennessee's request to install a new receipt meter (rather than make the existing meter at Egan bi-directional) constitutes a new request for interconnect outside the Commission's orders; (ii) Tennessee must enter into a purported "standard interconnection agreement" even though no such agreement has been required between the joint owners for any prior interconnections to the Blue Water Project; (iii) Columbia Gulf is entitled to operate the facilities upstream of the new receipt point's taps, even though the BWP operating Agreement provides no such right and Columbia Gulf's position is a complete departure from the parties' prior practice regarding BWP receipt point interconnects; (iv) Tennessee has not shared certain design specifications for the interconnect despite the fact that Tennessee shared its design specifications with Columbia Gulf seven months ago; and (v) Columbia Gulf will select the receipt point location, despite Tennessee's clear right to select the location of the receipt point, thereby attempting to render Tennessee's actual designs irrelevant.

11. Tennessee states that the Commission should grant its Petition and issue a declaratory order to remove the uncertainty and resulting business risk created by Columbia Gulf's improper delay.

Notice and Interventions

12. Public notice of Tennessee's Petition was provided by publication in the *Federal Register* on April 19, 2006 (71 Fed. Reg. 20081). Timely motions to intervene were filed by ProLiance Energy, LLC, PSEG Energy Resources & Trade LLC, Piedmont Natural

¹¹ "We conclude that the ALJ was correct in rejecting Tennessee's specific claims of anticompetitive behavior, considered independently of the denial of the Egan Interconnect." See July 25 Order, 112 FERC at P 87. Our conclusion was thus based on consideration of Tennessee's claims reviewed separate and apart from the issue of Columbia Gulf's denial of Tennessee's request for an interconnection.

Gas Company, Inc., Consolidated Edison Company of New York, Inc. and Orange and Rockland Utilities, Inc. Columbia Gulf also filed a motion to intervene and an answer to the petition. Tennessee filed a motion for leave to answer and an answer to Columbia Gulf's answer. Rule 213 (a)(2) of the Commission's Rules of Practice and Procedure provides that answers to answers generally are not allowed. 18 C.F.R. § 385.213. The Commission will accept Tennessee's Answer because it provides information clarifying the issues and aiding the Commission's analysis.¹²

Answer of Columbia Gulf

13. Columbia Gulf's answer agrees that a petition for declaratory order is an appropriate means to resolve this dispute, and that further hearings are not necessary.¹³ Columbia Gulf also claims that the Commission did not issue any instructions regarding the terms and conditions for construction, ownership, and operation of the new interconnection. Columbia Gulf notes that the November 22 Order did not modify the Operating Agreement, under which Columbia Gulf has been designated by the two parties to that contract as operator of the Egan Complex.

14. Columbia Gulf states that the Commission should allow the two parties to negotiate such issues in accord with *Transcontinental Gas Pipeline Corp. (Transco)*.¹⁴ Columbia Gulf states that industry practice, the size and location of the meter, and operational issues such as pressure control and flow on the BWP dictate that Columbia Gulf operate the new interconnection.¹⁵ Columbia Gulf also states that in the past, "when production has been connected to the [Western Shore Line of the BWP], Tennessee has operated its facilities upstream of taps located on the portion of the BWP operated by Columbia Gulf."¹⁶ Columbia Gulf argues that such production taps are smaller and thus different from the interconnection in question.

¹² See, e.g., *Maritimes & Northeast Pipeline, L.L.C.*, 115 FERC ¶ 61,069 (2006).

¹³ On June 6, 2006, Columbia Gulf filed in Docket No. RP06-297 a petition under Commission Rule 603 for the appointment of a settlement judge to resolve the issue of ownership and operation of Tennessee's requested interconnection. On June 15, Tennessee filed its Answer opposing the appointment of a settlement judge, stating that the issue of ownership and operational control has been decided by the Commission and that granting Columbia Gulf's petition would only cause further needless delay. The Commission's order herein makes Columbia Gulf's petition moot.

¹⁴ 95 FERC ¶ 61,245 (2001).

¹⁵ Columbia Gulf attaches affidavits from company personnel stating that company practice is to require an interconnection agreement be executed when a pipeline seeks to interconnect with Columbia Gulf.

¹⁶ Answer at 9.

15. Columbia Gulf states that whatever delay has occurred in constructing the interconnection is attributable primarily to the Gulf Coast 2005 hurricane damage and to Tennessee's refusal to execute the Interconnection Contract. Columbia Gulf requests the Commission to deny Tennessee's petition and to issue an order either 1) directing the parties to negotiate an interconnection agreement, or 2) declaring that Columbia Gulf will operate the interconnection facilities.

Answer of Tennessee

16. Tennessee's answer to Columbia Gulf's answer notes that Columbia Gulf has failed to make or support any claim that it has been operationally impossible to install the interconnect by now. Tennessee maintains that Columbia Gulf's argument that it has the right, justified by industry practice, to require Tennessee to execute a separate interconnection contract is made for the first time now, after the end of the complaint proceeding, in which such arguments should have been made and tested in litigation.

17. Tennessee points out that, in the *Transco* decision relied upon by Columbia Gulf, the industry practice was explained by ANR Pipeline Company to be the exact opposite of what Columbia Gulf argues here, noting:¹⁷

[g]enerally, the pipeline delivering gas into another pipeline's system owns and operates the interconnection. The pipeline receiving the gas often has more time to react to unauthorized volumes entering its system and generally has pressure sensitive shutoff valves that will restrict input volumes if the pressure gets too high.

18. Tennessee states that Columbia Gulf concedes that every interconnection in the history of the BWP has been performed under the Operating Agreement. Tennessee also notes that included in an affidavit attached to Columbia Gulf's Answer is information showing that Tennessee operates a production point meter for regasified liquefied natural gas supplies capable of delivering 600,000 mcf/d, fifty percent larger than the new receipt meter proposed by Tennessee.¹⁸ Tennessee states the meter was installed in 2004 and that Tennessee's operation of this receipt point has not raised any operational issues.

Discussion

19. We rely in the following discussion on our orders issued in the Docket No. RP04-215 proceeding and the record developed at hearing before the ALJ. Neither Tennessee nor Columbia Gulf attempts to raise objections to the merits or the finality of the

¹⁷ 95 FERC at 61,847.

¹⁸ *Citing Hart Affidavit*, ¶ 9.

Commission's orders, which have not been subject to petitions for court review. Both parties request us to construe those orders to resolve an asserted controversy regarding their meaning.

20. Columbia Gulf improperly attempts here to relitigate settled issues. In the complaint proceeding, Columbia Gulf argued under the second *Panhandle* standard that its system operations would be negatively impacted simply by Tennessee's having the ability to move volumes of gas through a new receipt point on the BWP.¹⁹ Columbia Gulf did not argue that the impact would vary depending upon who would operate the requested interconnection at or near the Egan Complex, although those various options were part of the record.

21. The ALJ's summary of the evidence regarding these claims²⁰ noted that all of the alleged system harms posited by Columbia Gulf stem from the speculative closing of the BWGP,²¹ and that the level of gas transported on the WSL has continued in recent years to decrease for various reasons,²² a reduction acknowledged by Columbia Gulf to have been due to circumstances unrelated to the proposed Egan Interconnection.²³ The July 25 Order reviewed all evidence submitted by Columbia Gulf and also rejected as speculative its claim that significant operational problems will be caused by an Egan Interconnection. Thus, the ALJ and the Commission considered and rejected Columbia Gulf's claims of adverse effects on shippers and operational impacts to the pipeline.²⁴

22. Here, Columbia Gulf restates those claims, styling the alleged system injury as resulting from a loss of control attendant to Tennessee's requested interconnection. In support, it posits new evidence that was not presented to the ALJ. Columbia Gulf states that "industry practice, the location and size of the meter, and operational issues such as Columbia Gulf's ability to control pressure and flow" on its facilities dictate that Columbia Gulf operate the new interconnection.²⁵ Consequently, states Columbia Gulf,

¹⁹ Columbia Gulf identified the potential problems as: reduction in volumes moving through the Western Shore Line of the BWP, the closing of the gas processing plant as a result, shutting-in of production on the WSL, gas flowing to a different processing plant in the east, and increased liquids in the WSL facilities resulting from fewer volumes transported. *See* 113 FERC at P 36 (2005).

²⁰ *See* 110 FERC at P 24-41 (2005).

²¹ *Id.*, at P 34-35 (2005).

²² *Id.*, at P 32, 39 (2005).

²³ *Id.*, at P 39 (2005).

²⁴ *See* 113 FERC ¶ 61,200 at P 37-40, 44 (2005).

²⁵ Answer of Columbia Gulf at 3.

Tennessee must provide Columbia Gulf with operational control of the Interconnection to assure all such issues are worked out, citing *Transco* for the first time in these proceedings.

23. Columbia Gulf's arguments are thus restatements of claims of system harm rejected by the ALJ and the Commission's orders, supported by evidence submitted here for the first time. In *Transco*, the Commission reviewed Transco's tariff provisions to assure compliance with the *Panhandle* interconnection policy, and found that Transco retained extensive power allowing it to deny virtually all requested interconnections. The Commission required Transco to divest itself of such authority and to assure that interconnection issues would be mutually negotiated with requestors of interconnections. *Transco* offers no relevant guidance. Tennessee and Columbia Gulf have already accomplished such negotiation in their Operating Agreement.

24. In fact, the Operational Agreement captured so well the bargain between the parties concerning necessary operational control issues over their respective portions of the BWP system that other interconnections on the BWP have not required separate interconnection contractual agreements. Indeed, Columbia Gulf described the Operating Agreement extensively as a

comprehensive roadmap addressing issues including sharing capacity (section 5), additions to the BWP (section 6), sale and purchase between the parties (section 7), operation and maintenance responsibility (section 9), gas dispatching including notice of gas volumes scheduled for movement and balancing (section 12), and the addition of new receipt and delivery points (section 15).²⁶

25. The July 25 Order reviewed the Operating Agreement to assure, in conformance with the fifth standard of *Panhandle*, that the proposed interconnection causes no violation of Columbia Gulf's contractual obligations.²⁷ Section 15 of the Operating Agreement provides in pertinent part that "points of future receipt of gas by each party into the BWP facilities shall be at existing connections and at such future points on the

²⁶ See *Brief On Exceptions* of Columbia Gulf at 25. Tennessee expands upon Columbia Gulf's point, noting further that section 12 of the Operating Agreement requires "eight (8) hours notice prior to commencement on any day of the volumes of gas it has scheduled to be received into the BWP during the day." Tennessee also notes that pipeline tariffs address the nomination and scheduling process, concluding that "any legitimate concerns regarding pressures or volumes would be handled as they are every day, pursuant to the Operating Agreement and the nomination and scheduling process." Answer of Tennessee at 12, n.17.

²⁷ July 25 Order, 112 FERC at P 61-77 (2005).

BWP *as may be selected by each party* (emphasis supplied).”²⁸ The Commission noted that the Operating Agreement’s language makes clear that future points of receipt of gas are anticipated and that such points are allowed by the contract “without stated restriction, *i.e.*, ‘as may be selected’ by either party.”²⁹

26. We also noted the prior interpretation of the Operating Agreement by the partners to allow the 1978 establishment of an onshore receipt point, comparable in relevant aspect to the Egan interconnection,³⁰ and that the BWP was originally certificated to be responsive to business interests of the parties broader than the simple movement of gas from offshore to onshore, as Columbia Gulf would have the project viewed today.³¹

27. Further, the ALJ found, and we affirmed, that the establishment of the Egan Interconnection is consistent with Section 3 of the Operating Agreement’s statement of purpose to “maximize the efficiencies and flexibility obtainable from such coordination of operations” of the BWP.³² The use of the BWP system for displacement/exchange purposes was shown to be consistent with the parties’ responsibilities under the Operating Agreement to balance the system, and Columbia Gulf has recognized that the Egan Interconnection would simply be another variable to the equation of imbalance management.³³ Thus, our conclusion, that to allow Tennessee to obtain the interconnection it has requested is consistent with the Operating Agreement executed with Columbia Gulf, was fully justified.

28. Finally, there is no merit to Columbia Gulf’s argument that operational control of the Egan Interconnect remains an unresolved issue here. During the litigation of these concerns, testimony from Tennessee made clear that its request for an interconnect would ultimately take the form of one of three possibilities: make the existing delivery meter a bi-directional meter at Egan B within the Egan Complex, add “a new incremental meter at the Egan metering site,” or “add an incremental metering station off of the Egan site completely.”³⁴ The choice of a particular site was a right granted Tennessee by section

²⁸ 113 FERC at P 48.

²⁹ *Id.*

³⁰ July 25 Order, 112 FERC at P 72 (2005).

³¹ July 25 Order, 112 FERC at P 75 (2005).

³² Initial Decision, 110 FERC at P 51-52; 112 FERC at P 72; 113 FERC at P 48 (2005).

³³ Initial Decision, 110 FERC at P 39 (2005).

³⁴ Testimony of Tennessee witness Mr. Goodman, Tr. at 226, line 9 - Tr. 230, line 12.

15 of the Operating Agreement, and Tennessee selected a new meter outside of the Egan Complex operated by Columbia Gulf.

29. Ordering Paragraph (A) in the July 25 Order granted Tennessee's complaint,³⁵ and Columbia Gulf was "directed to allow the construction and operation of the receipt point requested at Egan, Louisiana, by Tennessee as soon as operationally possible." Given Tennessee's selection of constructing and operating a new receipt meter outside the Egan Complex, the directive was to "allow" construction and operation.

30. The November 22 Order noted straightforwardly that the July 25 Order construes the Operating Agreement "as allowing the remedy sought by Tennessee"³⁶: a new receipt point "on Tennessee's property outside of the Egan B complex operated by Columbia Gulf."³⁷ Construction of any of the three options considered by Tennessee would require at a minimum the installation of taps into the BWP as operated by Columbia Gulf to allow the meter to work. That is what the Commission directed Columbia Gulf to provide and what Tennessee still seeks here.

31. The November 22 Order also confirmed that the grant of Tennessee's requested interconnection made no modification to the Operating Agreement. The clarification provided was in direct response to Columbia Gulf's argument that any change by the Commission to the Operating Agreement would be a change implicating the *Mobile-Sierra*³⁸ doctrine. Columbia Gulf attempts now, however, to infuse its request for clarification, filed August 18, 2005, with meaning not presented to the Commission at that time.

32. Columbia Gulf had argued on exceptions to the Initial Decision that merely subjecting the Operating Agreement to review under *Panhandle* was a violation of the *Mobile-Sierra* doctrine, which precludes certain Commission modifications to private contracts. The Commission responded that no part of the Operating Agreement was modified and thus no *Mobile-Sierra* concerns were implicated.³⁹

33. In its rehearing request, Columbia Gulf included a brief request that the Commission clarify "that Columbia Gulf will continue as the operator of the Egan

³⁵ See 112 FERC at 61,741 (2005).

³⁶ 113 FERC at P 54 (2005).

³⁷ *Id.*, at P 53 (2005).

³⁸ *United Gas Pipe Line Co. v. Mobile Gas Serv. Corp.*, 350 U.S. 332, 345 (1956) (*Mobile*) and *FPC v. Sierra Pacific Power Co.*, 350 U.S. 348, 355 (1956) (*Sierra*).

³⁹ 112 FERC at P 21.

Complex and that Tennessee will not be the operator of the new meter at Egan B.”⁴⁰ To modify the current division of operational responsibility under the Operating Agreement, stated Columbia Gulf, would “constitute a modification of the BWP Operating Agreement in violation of the *Mobile-Sierra* doctrine.”⁴¹ We defused any possible *Mobile-Sierra* issues by stating again that no modifications to the Operating Agreement were made by the July 25 Order.

34. The Commission responded to the merits of the question Columbia Gulf chose to present for clarification. Columbia Gulf offered no argument that it needed to assure, by means of the execution of a new Interconnection agreement, ownership and operational rights to interconnection facilities. Rather, the clarification provided in the November 22 Order was in direct response to the *Mobile-Sierra* claim Columbia Gulf made at that time, not the differing concerns it advances now.

35. Columbia Gulf’s responsibilities under the July 25 Order remain clear; the company has been directed to allow Tennessee’s request to construct and operate the interconnection selected outside and upstream of the Egan Complex, pursuant to Tennessee’s discretion under the Operating Agreement as construed and implemented since 1972 by the parties. Columbia Gulf, having made no showing of operational impossibility, is directed again to allow Tennessee’s request, pursuant to the directives we issue to Columbia Gulf in the following ordering paragraphs.

The Commission orders:

(A) As explained further in the text of this order, Columbia Gulf must permit the taps requested by Tennessee to be installed no later than ten days after upstream metering facilities have been constructed by Tennessee. Tennessee shall notify Columbia Gulf upon completion of the upstream facilities and shall file a report with the Commission’s Office of Enforcement within three days of completion, including proof of notification to Columbia Gulf. Columbia Gulf shall file a report with the Commission’s Office of Enforcement within three days of Tennessee’s completion of installation of the taps, stating the date of installation completion.

(B) Columbia Gulf’s compliance with Ordering Paragraph (A), pursuant to the Commission’s orders in Docket No. RP04-215, is not conditioned upon any requirement that Tennessee execute any additional agreements.

⁴⁰ 113 FERC at P 52.

⁴¹ Request for Clarification, Rehearing and Stay of Columbia Gulf (August 18, 2005) at 15, n. 25.

(C) The issue of whether Columbia Gulf's actions have violated and/or are continuing to violate prior Commission orders in these proceedings is referred to the Commission's Office of Enforcement for investigation under 18 C.F.R. § 1b.5.

By the Commission.

(S E A L)

Magalie R. Salas,
Secretary.