

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

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

Berkshire Power Company, LLC

Docket No. ER07-54-000

ORDER CONDITIONALLY ACCEPTING FILING

(Issued December 19, 2006)

1. On October 20, 2006, Berkshire Power Company, LLC (Berkshire) filed, pursuant to section 205 of the Federal Power Act¹ and Part 35 of the Commission's regulations,² revisions to the provisions of its Rate Schedule FERC No. 2, which was approved by the Commission on September 29, 2006.³ Rate Schedule FERC No. 2 is a Reliability Must Run Agreement (RMR Agreement) between Berkshire and ISO New England, Inc. (ISO-NE) for the supply of power at cost-based rates from Berkshire's 245 MW natural gas-fired combined-cycle electric generating facility in Agawam, MA (Resource), as requested by ISO-NE, to ensure reliability. Berkshire requests waiver to permit an effective date of November 1, 2006. In this order, we grant the requested waiver, conditionally accept the filing effective November 1, 2006, and direct Berkshire to submit a compliance filing, as discussed below.

I. Background

2. On June 30, 2005, as amended on July 1 and 8, 2005, Berkshire filed with the Commission a proposed RMR Agreement between itself and ISO-NE in Docket No. ER05-1179-000, arguing that the RMR Agreement was necessary to permit the Resource to continue providing reliability services, as Berkshire had received insufficient revenue to sustain its operation. On September 6, 2005, the Commission conditionally

¹ 16 U.S.C. §824d (2000).

² 18 C.F.R. § 35.3 (2006).

³ *Berkshire Power Co., LLC*, 116 FERC ¶ 61,311 (2006) (September 29, 2006 Order Accepting Settlement).

accepted the RMR Agreement for filing, suspended it for a nominal period, set it for hearing and settlement judge procedures, and directed Berkshire to submit a compliance filing.⁴ On July 14, 2006, Berkshire submitted an Offer of Settlement and accompanying documents in Docket No. ER05-1179-000 in accordance with the Commission's Rule 602.⁵ As noted above, the Offer of Settlement was approved on September 29, 2006.⁶ On October 20, 2006, as supplemented on November 21, 2006, Berkshire submitted a compliance filing to the September 29, 2006 Order Accepting Settlement.

II. Berkshire's Filing

3. As approved and currently in effect, the RMR Agreement obligates El Paso Marketing, LP (EPM), as the Lead Market Participant for Berkshire, to submit bids in strict compliance with ISO-NE's stipulated bidding requirements. Berkshire states that, effective November 1, 2006, Coral Power, LLC (Coral) will replace EPM as the Lead Market Participant for Berkshire. Berkshire proposes the revisions to Rate Schedule FERC No. 2 to replace EPM with Coral under the RMR Agreement.⁷ Berkshire also states that certain limited revisions to various provisions previously in effect under the RMR Agreement have been made to clarify that Coral is an unaffiliated marketer providing Lead Market Participant services to Berkshire on an arms-length contractual basis.

4. Berkshire further states that the proposed revisions to Rate Schedule FERC No. 2 are the product of negotiations among Berkshire, Coral, and ISO-NE. Under the proposed revisions, Coral will submit bids for Energy, Capacity, and Ancillary Services from the Resource for sale into the New England markets, and Berkshire will receive dispatch instructions from the ISO-NE. Berkshire explains that, while the RMR Agreement remains in effect, all such bids submitted by Coral are required to conform strictly to the stipulated bidding requirements of the RMR Agreement as provided in the approved Offer of Settlement. Berkshire states that the proposed revisions to the RMR Agreement confirm Coral's commitment to adhere to the provisions of the RMR Agreement with respect to marketing of Energy, Capacity and Ancillary Services from

⁴ *Berkshire Power Co., LLC*, 112 FERC ¶ 61,253 (2005) (September 6, 2005 Order).

⁵ 18 C.F.R. § 385.602 (2006).

⁶ *Supra*, note 3.

⁷ Section 9.1.1 of the RMR Agreement is a standard assignment clause.

the Resource. Berkshire explains that, except with respect to these revisions being made to the RMR Agreement, which reflect Coral's assumption of the role of Lead Market Participant for the Resource, the revised RMR Agreement is identical to the settlement version of the RMR Agreement.

5. Additionally, Berkshire requests that, pursuant to section 35.11 of the Commission's regulations⁸, the Commission waive the 60-day notice period specified in section 205 of the FPA and any other applicable regulatory requirements. Berkshire submits that the proposed revisions to Rate Schedule FERC No. 2 do not affect the reduction to the Annual Fixed Revenue Requirement to be paid to Berkshire as agreed to in the Offer of Settlement. Berkshire further states that the proposed revisions to the RMR Agreement preserve all the rights and obligations beneficial to Massachusetts ratepayers, which were negotiated among the participants and set forth in the uncontested Offer of Settlement.

III. Notices of Filings, Interventions, Comments and Protests

6. Notice of Berkshire's filing was published in the *Federal Register*, 71 Fed. Reg. 64,260 (2006) with motions to intervene or protests due on or before November 13, 2006. On November 1, 2006, ISO-NE filed a timely motion to intervene. On November 13, 2006, Coral filed a timely motion to intervene. On November 28, 2006, the Massachusetts Attorney General (Mass AG) filed a motion to intervene out of time. On November 13, 2006, MMWEC, South Hadley Electric Light Department (South Hadley), Chicopee Municipal Lighting Plant (Chicopee) (collectively, Public Systems) filed a motion to intervene and protest. On November 28, 2006, Berkshire filed an answer to the Public Systems' protest. On December 12, 2006, Public Systems filed an answer to Berkshire's answer.

IV. Discussion

A. Procedural Matters

7. Pursuant to Rule 214 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.214 (2006), the timely, unopposed motions to intervene serve to make the entities that filed them parties to this proceeding. Given the early stage of the proceeding, the lack of undue prejudice or delay and the party's interest, we find good cause to grant, under Rule 214, Mass AG's unopposed, untimely motion to intervene in this proceeding.

⁸ 18 C.F.R. § 35.11 (2006).

8. Rule 213(a)(2) of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.213(a)(2) (2006), prohibits answers to protests and answers unless otherwise ordered by the decisional authority. We will accept Berkshire's and Public Systems' answers because they provide information that assisted us in our decision-making process.

B. Protests and Answers

1. Public Systems' Protest

9. In their protest, Public Systems contend that the revisions Berkshire proposes appear to go well beyond those "required to reflect a change in the entity performing the services as Lead Market Participant" for Berkshire's generating unit.⁹ Public Systems argue that Berkshire proposes revisions to the RMR Agreement that are not included in ISO-NE's *pro forma* RMR Agreement. Public Systems contend that when an entity files an RMR agreement that contains terms contrary to the *pro forma* RMR Agreement, such terms may be sought pursuant to section 205 of the FPA only if ISO-NE has consented to the changes.¹⁰ Public Systems argue that Berkshire has not demonstrated that ISO-NE has consented to the proposed revisions and absent that consent, Berkshire has no authority to unilaterally propose amendments to the RMR Agreement.¹¹

10. Public Systems assert that proposed revisions to section 9.8 of the RMR Agreement appear to afford Coral the ability to purchase and sell Capacity, Energy, and Ancillary Services from the Resource with no assurance that the revenues earned by Coral will be credited against the Monthly Fixed Cost Charge that ISO-NE pays Berkshire as required by section 3.1.2 of the RMR Agreement.

11. Further, Public Systems assert that Recitals Paragraphs C and F suggest that, pursuant to an agreement not filed with the Commission, there has been an assignment from Berkshire to Coral of rights and interests under the RMR Agreement, including the right to all net revenues under the RMR Agreement. Public Systems contend that Berkshire appears to have contracted away its rights to those revenues, without any showing as to the compensation it receives in return. Public Systems argue that, since Berkshire has filed no testimony or provided copies of any agreements between Coral

⁹ Public Systems Protest at 1-2.

¹⁰ *Id.* at n 6.

¹¹ *Id.*, citing RMR Agreement, section 9.5.

and Berkshire, it is not possible for Public Systems or the Commission to understand the true nature of the relationship between Berkshire and Coral.¹² Additionally, Public Systems state that Berkshire does not explain the cost implications of this arrangement with Coral, and it is not clear whether the arrangement with Coral will be more or less expensive than the previous arrangements with EPM.

12. Therefore, Public Systems request that the Commission order Berkshire to produce: (1) all contracts between Berkshire and Coral that relate to their respective performances under the revised RMR Agreement, including all contracts that embody the relationship described in the revised RMR Agreement; and (2) a description of all arrangements between Coral (or its affiliates, including Shell and its affiliates) and Berkshire (or its affiliates), irrespective of whether those other agreements are explicitly related to the performance of Berkshire and Coral under the revised RMR Agreement.¹³

13. With regard to the proposed revisions to section 9.8 of the RMR Agreement, Public Systems contend that the final sentence of that section provides an acknowledgement by Coral that “any Energy, Capacity and Ancillary Services generated by the Resource is subject to the terms and conditions of this Agreement,” but it makes no mention of the treatment of any revenues from Coral’s purchase or sale of such services.¹⁴ Public Systems question what portion of those revenues Coral will withhold as fees or commissions, possibly altering the relationship between fixed and variable O&M expenses and Berkshire’s eligibility for an RMR Agreement. Additionally, Public Systems assert that there appears to be no prohibition against Coral buying the Resource’s output on its own account at low prices and then reselling the Resource’s output on its own account at much higher prices. Public Systems contend that if such below-market, sweetheart transactions between Coral and Berkshire are permitted, they would deprive ratepayers of the benefits of the RMR Agreement’s crediting provisions.

14. Accordingly, Public Systems request that the Commission require Berkshire to modify section 9.8 of the revised RMR Agreement to make it clear that: (1) all revenues from the purchase or sale of any Energy, Capacity, and Ancillary Services generated by

¹² *Id.* at 8.

¹³ *Id.* at 9-10.

¹⁴ *Id.* citing section 9.8 of the revised RMR Agreement. Public Systems contend it is not clear whether Coral is obligated to treat Berkshire on a non-discriminatory basis vis-à-vis Coral’s other clients or otherwise to hold Berkshire harmless when Coral is selling power on behalf of other resources or buying power on behalf of third parties.

the Resource, including revenues generated by Coral either as “Marketer” or through resales made on its own account, must be fully credited against the payments ISO-NE makes to the Owner under the RMR Agreement; and (2) any purchases or sales by Coral will be fully consistent (and in strict compliance) with the Resource bidding, dispatch, and operation protocols provided in the RMR Agreement.¹⁵

15. Alternatively, if the Commission declines to order the requested modification summarily, Public Systems request that the Commission suspend the proposed revised RMR Agreement, allow it to become effective subject to refund, and initiate hearing procedures with respect to the justness and reasonableness of revised section 9.8, and other provisions of the proposed amendment.

2. Berkshire’s Answer

16. First, Berkshire states that ISO-NE and Coral participated actively in the negotiations of the proposed revisions to the RMR Agreement and have not expressed any opposition. Berkshire explains that it has contracted to acquire from Coral, an unaffiliated entity, the natural gas needed to run the Resource. In order to provide the financial assurances necessary to obtain the fuel to run the Resource, Berkshire states, it agreed to secure its fuel purchases with the revenues to be received from the sale of power generated from the Resource.¹⁶ Because of its weak financial condition, Berkshire explains, Coral required financial assurance that it would receive the compensation to which it is entitled primarily for supplying natural gas to Berkshire, but also for providing fuel management and power marketing services to Berkshire.

17. Berkshire states that the proposed revised section 9.8 of the RMR Agreement recognizes that Coral may purchase Energy, Capacity, or Ancillary Services from Berkshire for resale on its own behalf, but affirms that Coral will make such resales only in strict compliance with the stipulated bidding requirements of the RMR Agreement. Berkshire asserts that, contrary to Public Systems’ suggestion, the designation of Coral as the entity to receive all payments owed to Berkshire under the RMR Agreement with respect to the Resource does not permit Coral to retain revenues to which it is not otherwise entitled. Berkshire acknowledges that this may be the first time that a generator in New England that is party to an RMR Agreement has contracted to have the output of its Resource marketed by a non-affiliated power marketer, but that fact alone

¹⁵ *Id.* at 12.

¹⁶ Berkshire Answer at 2.

does not make the RMR Agreement unreasonable. Berkshire adds that this provision was sought by Coral as a condition of its agreement to provide fuel for the Resource, and therefore it should be retained in the revised RMR Agreement.

18. With respect to Public Systems' concern that Berkshire may seek to sell such Energy, Capacity, and Ancillary Services to Coral at "below-market, lack-of-arms-length" prices, thereby depriving ratepayers of the benefits of the crediting provisions in section 3.1.2 of the RMR Agreement,¹⁷ Berkshire contends that no additional relief is required to address their concern, because Berkshire has complied fully with the requirements of sections 3.1.1 and 3.1.2 of the RMR Agreement. Berkshire states that, in accordance with section 3.1.1 of the RMR Agreement, it provided a copy of its proposed agreement with Coral to ISO-NE in advance of signing, in order for ISO-NE to determine whether there were any revenues other than "revenues earned in the New England Markets" that would be earned under Berkshire's proposed contract with Coral.¹⁸ Berkshire contends that, after reviewing the agreement between Berkshire and Coral, ISO-NE found that no crediting of any additional revenues was required under section 3.1.2 of the RMR Agreement. Accordingly, Berkshire states that the modifications to the revised RMR Agreement requested by Public Systems are unjustified, unnecessary, and should be denied.

19. Berkshire contends that Public Systems' request that Berkshire be required to produce copies of all contracts between Berkshire and Coral appears to be an attempt by Public Systems to circumvent the terms of the Offer of Settlement. Berkshire asserts that section 28 of the Offer of Settlement established orderly procedures through which Berkshire would provide timely access to copies of contracts that might be requested relating to the RMR Agreement without subjecting Berkshire to undue harassment and potentially burdensome information requests. Berkshire states that the Offer of Settlement makes clear that Berkshire is protected from having to produce information such as that now being sought by Public Systems prior to April 2007 and such information is to be subject to specified confidentiality provisions. Berkshire argues that this attempted circumvention of the provisions of the Offer of Settlement should not be allowed by the Commission.

20. Lastly, Berkshire addresses Public Systems' question "whether the insertion of a new Lead Market Participant will be more or less expensive than the previous

¹⁷ *Id.* at 8, *citing* Public Systems' Protest at 10-11.

¹⁸ *Id.* at 9.

arrangements with EPM.”¹⁹ Berkshire contends that the proposed change in Lead Market Participant will not affect any of the charges payable to Berkshire under the RMR Agreement or any of the credits or offsets thereto established by the Offer of Settlement. Further, Berkshire asserts the Annual Fixed Revenue Requirement to which Berkshire is entitled under the RMR Agreement was set in the Offer of Settlement and accepted by the Commission in the Order Accepting Settlement, and is not being modified by the proposed revisions to the RMR Agreement. Therefore, Berkshire argues that the effect of a change in the Lead Market Participant on Berkshire’s cost structure is outside the scope of this proceeding.

3. Public Systems’ Answer

21. In their answer, Public Systems renew their request that the Commission require the submission of additional, explanatory information, including all agreements between Coral and Berkshire that are in any way related to their respective performances under the RMR Agreement. Public Systems argue that section 28 of the Offer of Settlement does not prohibit Public Systems from requesting production of the agreements at issue in this proceeding. Public Systems assert that the provision states “only that Berkshire shall not be required to produce those contracts *under that settlement* until after March 31, 2007.”²⁰ They argue that the revisions Berkshire proposes were not part of the RMR Agreement submitted with the Offer of Settlement in Docket No. ER05-1179-000, and the Offer of Settlement does not preclude Public Systems from requesting the documents necessary to evaluate Berkshire’s request for Commission approval of changes submitted in a separately-docketed proceeding. Additionally, Public Systems assert that section 28 does not preclude the Commission from requiring Berkshire to produce the necessary agreements for its consideration of rate-schedule amendments under section 205.

22. Further, Public Systems assert that no provision of the revised RMR Agreement provides for any return to Berkshire by Coral of the revenues that Coral collects under the agreement. Public Systems urge that if revised section 9.8 is accepted, the Commission clarify that the obligation to submit bilateral contracts for review and to credit bilateral revenues against the RMR agreement’s Annual Fixed Revenue Requirement extends to sales by Coral to third parties.

¹⁹ *Id.* at 13, *citing* Public Systems’ Protest at 9.

²⁰ Public Systems’ Answer at 6 (emphasis in original).

C. Commission Analysis

23. The Commission will conditionally accept Berkshire's proposed revisions to the RMR Agreement designating Coral as the Lead Market Participant for Berkshire. First, Berkshire states that ISO-NE participated actively in the negotiation of the revised RMR Agreement and has not expressed any opposition to the proposed revisions.²¹ Given that ISO-NE filed a motion to intervene in this proceeding, and did not express any opposition to the proposed revisions to the RMR Agreement, and in light of Berkshire's uncontroverted statement that ISO-NE participated in the negotiations leading to the proposed filing, we find that ISO-NE does not oppose the proposed revisions to the RMR Agreement. However, in the future, ISO-NE should expressly state its position regarding proposed revisions to an RMR agreement.

24. As noted above, Public Systems is concerned that, under the revised RMR Agreement, Coral is assigned all of Berkshire's rights, interests, and payments under the RMR Agreement. However, in light of Berkshire's explanation that the assignment is due to its recent financial problems and that Coral sought this provision as a condition of its agreement to provide fuel for the Resource, we find that Berkshire's explanation adequately responds to Public Systems' concerns.²²

25. We will deny as unnecessary Public Systems' request that Berkshire be required to provide all contracts and arrangements between Berkshire and Coral and between Coral and its affiliates. The Commission finds that, pursuant to the Offer of Settlement, to which Public Systems are parties, as long as the RMR Agreement remains in effect, Berkshire is only required to notify MMWEC of any change in control of the Resource.²³ Additionally, the Offer of Settlement states that Berkshire must provide its audited financial report, which will include end-of-year account balances for all operating and maintenance and administrative and general expense accounts, by April 1 of the following year. The Offer of Settlement states that, after March 31, 2007, upon request, Berkshire shall provide to MMWEC and the Mass AG complete and unredacted copies of

²¹ Berkshire Answer at 3.

²² *Id.* at 7.

²³ Offer of Settlement at P 28. The Offer of Settlement states that Chicopee and South Hadley shall have access to the material provided to MMWEC. Additionally, Berkshire states that in compliance with section 3.1.1 of the RMR Agreement, Berkshire provided a copy of its agreement with Coral to ISO-NE with at least 30 days advance notice.

each new or revised contract describing arrangements between Berkshire and its contractors for services.²⁴ We reject Public Systems' argument that Public Systems should be allowed to request the contracts between Berkshire and Coral or Coral and its affiliates because the proposed revisions to the RMR Agreement are filed in a separate docket from the Offer of Settlement. Although Berkshire proposed revisions to the RMR Agreement, the changes do not alter the substance of the settled RMR Agreement itself as such provisions will remain in effect consistent with P 28 of the Offer of Settlement. The revised RMR Agreement is not a new RMR Agreement in that sense; it merely changes the identity of the signatory party to the agreement to Coral, eliminates the agency relationship its predecessor formerly held, identifies Coral as the Lead Market Participant for the Resource, and clarifies Coral's role as Lead Market Participant. Public Systems agreed to the terms of the Offer of Settlement, which we find remain in effect and applicable to the revised RMR Agreement, which state that after March 31, 2007, Public Systems may request the contracts at issue.

26. Additionally, we are not persuaded by Public Systems that any information that may be included in the contracts between Berkshire and Coral or Coral and its affiliates will provide any relevant information regarding revenues related to the Resource not being credited to the Monthly Fixed Cost Charge. As discussed below, the revised RMR Agreement expressly provides that any revenues related to the Resource must be credited to the Monthly Fixed Cost Charge.

27. Additionally, we reject Public Systems' request that we summarily reject the following language Berkshire proposes to add to section 9.8 of the RMR Agreement, which states:

Owner and ISO acknowledge that Marketer is a Market Participant in the New England Markets and may purchase and sell Energy, Capacity and Ancillary Services from sources other than the Resource for its own account. In circumstances where Marketer is purchasing and selling Energy, Capacity and Ancillary Services it acquires from sources other than the Resource, such transactions will be governed by the terms of such separate agreement(s) and will not be subject to the limitations contained herein. Owner and ISO further acknowledge that at such time as Marketer purchases and resells Energy, Capacity and Ancillary Services generated by the Resource, Marketer is acting for its own account and not on behalf of Owner or any third party; provided, however that Marketer acknowledges

²⁴ *Id.*

that any Energy, Capacity and Ancillary Services generated by the Resource that it sells is subject to the terms and conditions of this Agreement.

28. The Commission finds that this proposed language requires Coral to credit all revenues earned related to the Resource to the Monthly Fixed Cost Charge. Although Coral may purchase and resell Energy, Capacity and Ancillary Services on its own account, the last sentence provides that Marketer (Coral) acknowledges that anything it sells related to the Resource is still subject to the terms and conditions of the RMR Agreement. We find that it is clear that if Coral purchases Energy, Capacity and Ancillary Services from Berkshire related to the Resource and then sells that output on its own account, Coral must credit any such revenues to the Monthly Fixed Cost Charge. The first sentence of section 3.1.2 of the RMR Agreement, which remains unchanged, states:

Any revenues related to the Resource (including, but not limited to revenues from bilateral agreements, emissions credits, release of firm transportation arrangements, fuel and power trading and hedges, etc.), less any incremental costs directly related to securing additional revenue (*i.e.* beyond revenues earned in the New England Markets) that are not already accounted for in the Monthly Fixed Cost Charge or Stipulated Bids will be offset against the Monthly Fixed-Cost Charges paid to the Owner.

In addition, the proposed revisions to section 3.2 of the RMR Agreement (with proposed revisions marked below) only reflect the substitution of Coral as a party to the RMR Agreement and do not alter the bidding requirements of the RMR Agreement:

Except for limited self-scheduling for testing, Owner shall ~~bid, or~~ cause ~~Agent~~ Marketer to bid, for sale of Energy and Ancillary Services into the New England Markets from the Resource based on the Unit characteristics and operating parameters specified in Schedule 3 (the "Unit Characteristics"), using only Stipulated Bid Costs as defined below. Owner shall also ~~bid, or~~ cause ~~Agent~~ Marketer to bid, the sale of Regulation into the New England Markets from the Resource based on the Unit Characteristics using only Stipulated Regulation Bids as defined below. The Stipulated Bid Costs and Stipulated Regulation Bids charges shall be self-adjusting formulary rates accepted by the Commission pursuant to an FPA section 205 proceeding initiated by Owner and updated daily as provided below.

Therefore, we find as unnecessary Public Systems' request that the Commission require Berkshire to modify section 9.8 of the revised RMR Agreement. The revised RMR Agreement clearly sets forth Coral's responsibilities for the Resource regarding bidding and sales that remain unchanged.

29. Regarding Berkshire's request for waiver of the prior notice requirement, the Commission has granted waiver where: (1) agreements are intended to permit a generator needed to assure system reliability to operate; (2) the applicant may only learn upon very short notice which units will be RMR units; and (3) the applicant may not be able to file 60 days prior to the commencement of service due to short notice.²⁵ We find good cause to grant waiver here, given that Berkshire explains that its corporate restructuring was finalized on October 17, 2006 and Coral will be operating as the Lead Market Participant for Berkshire effective, November 1, 2006. Additionally, the proposed revisions to the RMR Agreement will allow Coral to operate as the Lead Market Participant for Berkshire, which is a generator that is under an RMR agreement to provide system reliability in New England.

30. Lastly, the Commission finds that Berkshire's filing of Rate Schedule FERC No. 2 is not in compliance with Order No. 614.²⁶ In the instant filing, Berkshire filed Rate Schedule FERC No. 2 and designated the sheets as Original Sheets, which is the same designation Berkshire filed in Docket No. ER05-1179-005 in compliance with the Offer of Settlement. In the instant filing, Berkshire should have designated the sheets as First Revised Sheets. Therefore, Berkshire is directed to designate its tariff sheets as discussed above in a compliance filing within 30 days of the date of this order.

The Commission orders:

(A) Berkshire's proposed revisions are hereby conditionally accepted, to become effective November 1, 2006, as discussed in the body of the order.

²⁵ See *Mirant Americas Energy Marketing, L.P.*, 105 FERC ¶ 61,359 at P 14-16 (2003). See also *Milford Power Company, LLC*, 110 FERC ¶ 61,299 at P 25 (2005).

²⁶ Order No. 614, FERC Stats. & Regs. ¶ 31,096 (2000).

(B) Berkshire is hereby directed to make a compliance filing within 30-days of the date of issuance of this order designating its tariff sheets in compliance with Order No. 614, as discussed in the body of this order.

By the Commission.

(S E A L)

Magalie R. Salas,
Secretary.