

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.

Pepco Energy Services, Inc.

Docket No. RP07-107-000

v.

Columbia Gas Transmission Corp

ORDER ON COMPLAINT

(Issued February 6, 2007)

1. On December 12, 2006, Pepco Energy Services, Inc. (PES) filed a complaint against Columbia Gas Transmission Corporation (Columbia) requesting that the Commission initiate an investigation into problems it alleges occurred during the capacity auction held by Columbia on November 8, 2006. PES further requests that the Commission award certain capacity to PES, and order Columbia to reinstate PES on its list of Approved Bidders or, in the alternative to an award of capacity, declare the Auction void and order Columbia to re-conduct the Auction. For reasons discussed below, the Commission denies the complaint insofar as it requests that capacity be reassigned or the auction re-run, and directs Columbia to submit further information on the exercise of its discretion in removing PES from the approved bidder list for six months.

**Background**

2. During the period, November 1 - 8, 2006, Columbia conducted a capacity auction (Auction) via its Electronic Bulletin Board (EBB), the Navigator system. The Auction was scheduled to close at 9:00 a.m. CST on November 8. The Auction was for various contract paths, including capacity from Leach to Loudoun (Offer #58435) and capacity from Loudoun to Market Area 4-24 (Offer #58436). PES bid on both of these offers. It was awarded Offer #58436 but was not awarded Offer #58435. PES complained to Columbia both during and after the Auction that the Navigator system was not operating properly during the Auction for Offer #58435. Columbia investigated this claim and responded that there had been no problem with the Navigator system.

3. PES subsequently declined to accept the capacity associated with its winning bid on Offer #58436. Columbia invoked section 4.2(e) of its tariff that permits it to remove from its approved bidders list for up to six months companies that refuse to honor winning bids. Columbia removed PES from its approved bidders list for the full six-month period.

### **Complaint**

4. PES's complaint alleges that 1) both the conduct and the results of the November 8, 2006 Columbia Auction were unjust, unreasonable, and unduly discriminatory and that awarding the capacity in Offer #58435, based on a flawed and discriminatory auction, was unjust and unreasonable, 2) given the flawed nature of the Auction and because the value of the second capacity path depends significantly on capacity from the first, PES should not be punished for its actions in good faith in declining Offer #58436.

5. PES requests that the Commission award it the capacity it would have been awarded but for the defects in the Navigator system and that the Commission order Columbia to return PES to the Approved Bidders List. If the Commission does not award PES the capacity it seeks, PES requests that as an alternative, the Commission declare the Auction void and order Columbia to re-conduct the Auction. PES requests the Commission grant such other relief as may be appropriate. PES states that it has tried to resolve these issues with Columbia but without success. It asks the Commission for fast track processing under Rule 206(h) of the Commission's Rules of Practice and Procedure<sup>1</sup> and states that such processing is warranted because of the immediacy and the ongoing nature of the harm.

### **Conduct and Results of the Auction**

6. PES asserts that in preparation for the Auction, it had discussions with Columbia's representatives on how the Auction would be conducted and protocols for bidding, it synchronized system clocks on several of its computers with the clock that Columbia would use for the Auction, and it sought to have its representatives at Columbia's offices during the Auction process, a request Columbia did not grant.

7. PES states that early in the morning of November 8, 2006, its personnel logged into Columbia's Navigator system using PES's Columbia-assigned unique user identification number and PES's password and again synchronized the applicable clocks with the Navigator date and time-stamp clock. PES states that it had three computers dedicated for this Auction, two to be used for bidding and one as a backup (already logged in) in case of a problem with the other two computers.

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<sup>1</sup> 18 C.F.R. § 385.206 (h) (2006).

8. PES further states that at 8:39:22 a.m. CST that morning, it successfully submitted a bid on the Navigator system for Offer #58435 at the maximum-authorized tariff rate for a term of November 9, 2006 through April 30, 2015. PES adds that at 8:58 a.m., using the same computer as its 8:39:22 a.m. bid and without logging out or in any way changing its status in the Navigator system, it attempted to submit a new bid, extending the term through October 31, 2032. However, according to PES, when it attempted to submit this bid, the Navigator system would not allow the submission and instead directed the bidder to choose an action from a drop-down box menu that was blank. PES asserts that it subsequently discovered that the Navigator system at such time showed UGI Energy Services (UGI) listed as the bidder on screen for the bid PES was trying to submit.

9. PES states that its attempts at 8:59 a.m. to use its back-up computer to submit its new bid were also unsuccessful, resulting in an error message that two errors had occurred while processing the bid. PES notes that the system did not identify the nature of the alleged errors.

10. PES states that its experienced personnel were not able to identify a problem in the information or manner in which they tried to submit their bids. PES further alleges that the Navigator system did not register PES's 8:59 a.m. bid.

11. PES states that, during the final minutes of the auction and again, promptly after the Auction closed, it notified Columbia of a serious error in Columbia's Navigator system that undermined the validity of the Auction and documented its claims with screen prints and reports of its computers and Navigator. According to PES, Columbia promised to investigate, even at one point indicating the investigation would be done by an independent technical team, whereupon PES sought a meeting with Columbia to discuss these issues further. PES claims that Columbia called back hours later, declined to meet with PES, stated that the independent team could not identify any problem, that it would not award PES the Offer #58435 capacity, and that it did not intend to investigate further.

12. PES asserts that on November 10, 2006, it became aware that UGI had won some of the capacity during the Auction for Offer #58435 with a bid which offered maximum rates but only for a term through October 31, 2025, a period shorter than that contained in either of the two PES bids that the Navigator system failed to register.

13. PES argues that, in violation of the Natural Gas Act, 15 U.S.C. § 717(c), it was subject to undue prejudice because of the egregious and unexplained flaws in the Navigator system during the critical point in the Auction. Specifically, PES points to three incidents: 1) its difficulties in submitting the 8:58 a.m. bid and the absence of options in the drop down menu; 2) the Navigator system viewing the PES login as being that of UGI; and 3) while attempting to use its back-up computer, receiving a message

indicating two errors had occurred but neither identifying them nor providing options in the error “drop down” box. PES states that it is not aware of any other bidder who faced these difficulties. In each of these ways, PES believes that it was treated differently than other bidders and that no legitimate basis exists for this difference; thus, this undue discrimination in the conduct of the Auction violated the Natural Gas Act.

14. PES asserts that, in addition to the undue discrimination, Columbia acted in an unjust and unreasonable manner. PES states that despite the fact that the notice posted on the Navigator system stated submission of bids would be allowed until 9 a.m., multiple bids PES submitted prior to that deadline were not processed and the Navigator report PES subsequently printed out indicates that no bids were submitted for the Offer #58435 capacity after 8:56:08 a.m. PES argues that this absence of bidders in the last several minutes of a capacity auction is contrary to logic and any reasonable expectation and PES therefore believes the Navigator system may have malfunctioned.

15. Additionally, PES argues that Columbia’s response to PES’s efforts to communicate the alleged Navigator problems is unjust and unreasonable. PES states that, while Columbia initially indicated that it would look into the problem, in less than a day thereafter, it told PES that there had been no problem with the Navigator system, although it could provide no explanation for the difficulties PES has enumerated. Columbia’s subsequent awarding of the capacity to others, given what PES argues is a flawed and discriminatory auction, was, according to PES, unjust and unreasonable.

16. PES’s complaint also asserts that the Auction violated those sections of Columbia’s tariff that provide for the use and operation of its electronic bulletin board and proscribe Columbia’s response in the case of a malfunction during the conduct of an auction. More specifically, PES alleges Columbia violated section 2.1 which provides: “Transporter shall operate and make available to Shippers. . . an interactive electronic communications system. . . . All Shippers of service under any of Transporter’s Rate Schedules shall have the capability to make use of Transporter’s EBB as required by the Tariff.” PES also alleges violation of section 2.3(c) which provides: “The activities or functions to be suspended for the duration of any EBB failure shall include: bidding for Transporter’s available capacity or released capacity. . . .” PES asserts that the Navigator system was not available to it at a critical point in the Auction and Columbia did not suspend bidding during the duration of the Navigator system failure, thus by awarding capacity on the basis of this Auction, Columbia violated its tariff.

17. PES estimates that its damages as a result of not being awarded the Offer #58435 capacity will be \$1.7 million over just the next year if the results of the Auction are not remedied. PES claims such losses already have begun accruing because PES had to make alternative arrangements beginning the day immediately following the Auction.

### **Removal of PES from Columbia's Approved Bidders List**

18. PES states that it did successfully bid on related capacity for Offer #58436; however, the value of this other capacity was largely dependent upon the award of the Offer #58435 capacity.

19. PES states that because of the Auction problems and the related nature of the two segments of capacity PES was seeking, it declined to take the second path of capacity, Offer #58436. PES further states that on November 14, 2006, Columbia sent PES a letter stating that it was removing PES from Columbia's Approved Bidders List for a period of six months and that PES will neither be eligible to bid on new capacity that becomes available nor to take assignments of released capacity. The letter states that six-month removal is required by Columbia's tariff.

20. PES contends that Columbia violated its tariff by telephoning and sending a letter removing PES from the Approved Bidders List almost immediately instead of tendering a service agreement and waiting fifteen days thereafter for PES's response. Further, PES argues, contrary to Columbia's contention that its tariff requires it to remove PES from the Approved Bidders List, Columbia has the discretion to remove for a period of less than six months or to waive removal. PES states that removal from the Approved Bidders List could cause PES substantial harm because it impairs its flexibility to accept released capacity on a monthly basis from Washington Gas Light Company (WGL), which is important to serving PES customers on the WGL system. PES claims that even though the monthly releases made by WGL to retail suppliers create no risk to Columbia and are wholly unrelated to the long-term capacity auction that is the subject of the dispute, Columbia is punitively seeking to deny PES access to this capacity. PES argues the equities of this situation do not warrant these punitive actions.

### **Notice of Filings and Responsive Pleadings**

21. Notice of PES's filing was posted on December 12, 2006, with interventions and protests due on or before December 27, 2006. Pursuant to rule 214, 18 C.F.R § 385.214, all timely filed motions to intervene and any motions to intervene out-of-time filed before the issuance date of this order are granted. Granting late intervention at this stage of the proceeding will not disrupt this proceeding or place additional burdens on existing parties. Southern Tier filed comments opposing PES's alternative request that the Auction be declared void. UGI filed comments opposing PES's complaint. Columbia filed an answer to the complaint. Columbia also filed an answer in opposition to the request for shortened response period and a motion for an extension of time in which to answer the complaint. PES filed an answer to Columbia's motion to extend the time and an answer to Columbia's answer.

**Columbia's Answer**

22. Columbia states that PES failed to submit what it claims were its desired last bids at the closing time of capacity Auction #58435; that, in fact, its last bids were submitted at 9:00:03 a.m. CST and 9:00:41 a.m. CST, after the 9:00 a.m. close of the Auction. Columbia further contends that even assuming PES had timely submitted its bids, it is extreme speculation for PES to argue that it would have won the capacity Auction. In support of its claim of untimely bid submission, Columbia includes the Navigator web server logs related to Columbia's entries (Exhibit No. TCO-7) and an affidavit from John A. Honaker, Business Area Manager for IBM Global Services who provides information technology application support for Columbia's Navigator system. (Exhibit No. TCO-6).

23. Mr. Honaker states that he supervised an evaluation to determine if there were problems with Columbia's Navigator system during the Auction time period at issue which indicated no evidence of abnormal terminations, failures, or other such anomalies that would indicate a Navigator system problem. He further states that the web server log indicates a "GET" request at 8:59:26 a.m. CST that would have been generated by a user's having pulled up his last highest bid on the Navigator Bid Package Screen, selecting that last highest bid, and then pulling that information into a new Capacity Auction Bid Form window. The next two requests were "POST" requests, which is the command a browser sends to post an application form to a web server. These "POST" requests were received at 9:00:03 a.m. CST and 9:00:41 a.m. CST respectively, after the Auction had closed.

24. In further support of its contention that the Navigator system was working properly, Columbia notes that it has auctioned available firm capacity on its system in the same manner as used in the Auction in question since 1993 and that no other party participating in any one of the capacity auctions closing November 8, 2006, has complained that it was unable to submit a timely bid in those auctions.

25. In regard to PES's allegation that the Navigator system viewed its login as being that of UGI, Columbia asserts that it was able to reproduce this screen but only through "unorthodox manipulation" within Navigator. Columbia states that, in any event, the screen in question was received by the Navigator web server after the Auction's close.

26. In regard to PES receiving an error message but no further identification or options, Columbia asserts that the failure of PES employees to retrieve explanation of error messages resulted from PES employees' inexperience with the Navigator system and the resultant failure to click on the "Messages" button. Had PES employees done so, Columbia states that it suspects they would have received one of two possible messages, either of which would have indicated that the time for bidding had expired. Columbia

asserts that none of the three employees that PES indicated were logged into Navigator was registered with a Navigator ID, despite past efforts by Columbia personnel to get PES to secure individual IDs and passwords for each PES Navigator user.

27. Columbia contends that even if one could overlook the evidence and assume, for the sake of argument, that PES had been timely in its attempt to submit a final bid, the relief PES requests could not be easily effectuated. Columbia states that there is no extra capacity; the capacity in Offer #58435 has been awarded, is under contract, and is being used by two other winning bidders. Columbia argues that the Commission would have to exercise its Natural Gas Act section 5 power to undo the existing contracts with the two winning bidders in order to effectuate a re-Auction and to do so, an “exacting” public interest standard must be met.<sup>2</sup> Columbia contends that to justify reformation or abrogation of the two contracts, the Commission must show that: (1) these contracts cause financial distress so as to threaten Columbia’s ability to continue to provide service; (2) the contracts create an excessive burden on customers; and (3) the contracts are unduly discriminatory to the detriment of customers that are not parties to the proceeding.<sup>3</sup> Columbia asserts that none of these standards is satisfied by the record in the instant case.

28. In regard to PES’s successful bid in Offer #58436 and its subsequent removal from PES’s Approved Bidders List, Columbia contends that PES, after being presented with the award of capacity and tendered a service agreement for execution, refused to sign the agreement. Columbia further states that the removal of PES from the Approved Bidders List was not precipitous or in retaliation for PES’s challenge but rather was done after advising PES of the consequences of rejecting its award of capacity and of being removed from the Approved Bidders List, was done pursuant to the terms of Columbia’s tariff, and resulted from Columbia’s decision not to accept the award of capacity it won in Offer #58436.

## **Discussion**

### **PES’s Complaint Regarding the Conduct and Results of the Auction**

29. The Commission denies PES’s complaint regarding the conduct and results of the Auction. PES argues that the auction was conducted in a faulty manner, in that in the final minutes of the Auction, the Navigator system failed to accept PES’s bid, viewed the PES login as that of UGI, and failed to provide explanation of its error messages. PES contends there is no indication other bidders were treated similarly and thus this

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<sup>2</sup> Citing *Texaco Inc. v. FERC*, 148 F.3d 1091, 1097 (D.C. Cir. 1998).

<sup>3</sup> Citing *Nevada Power Co. v. Enron Power Marketing, Inc.*, 103 FERC ¶ 61,353 at 62,384 (2003).

constitutes unduly discriminatory treatment. Furthermore, the failure to accept its bid, PES argues, is unjust and unreasonable and in violation of Columbia's tariff. Additionally PES argues Columbia's response to PES's communication of Navigator problems was unjust and unreasonable. PES submits screen shots in support of its allegations.

30. Columbia responds that PES's bid was submitted after the close of the Auction, PES employees were unregistered and inexperienced on the Navigator system, and that its experts evaluated PES's complaints and found no evidence of abnormalities in the operation of the system. Columbia submits Navigator logs in support of its response.

31. The Commission concludes that PES has failed to provide sufficient evidence that the Auction was faulty such that reassignment of the capacity or a re-running of the auction is warranted. The Commission does not agree with PES that Columbia treated it differently than other bidders, that Columbia unduly discriminated in the conduct of the Auction, or that Columbia violated its tariff by failing to make its Navigator system available to PES.

32. Columbia's submission of Navigator logs, and the affidavit by Mr. Honaker, show that Columbia operated its auction in accordance with its tariff and treated PES no differently than other shippers. Columbia's computer time logs show that PES's second bid was entered after the close of the Auction.<sup>4</sup>

33. PES submits screen shots and Navigator reports in support of its argument; however, the screen shots do not establish that the Navigator System was operating improperly during the Auction. The first shot, submitted for illustration purposes only, is unrelated to the Auction in dispute; the second is a screen generated by PES 22 minutes after the close of the Auction. PES relies primarily on this second shot to indicate an improperly functioning Navigator System. The shot shows a bid form in Offer #58435 that contains UGI's name as the bidder, but PES's last successful bid terms and an inaccurate time. PES argues this, while inexplicable, indicates that PES's login was viewed as being that of UGI.

34. PES states that it generated this screen shot at 9:22 a.m. CST as it tried to document the problems it had encountered. Columbia maintains that this screen shot can be produced only by manipulation by the user in Navigator. Whether or not this is the case, this post-Auction screen shot does not establish that there was anything wrong with

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<sup>4</sup> The Commission regulations require the pipeline to generate a time stamp upon receipt of information and to synchronize its clock with the National Institute of Science and Technology time. *See* 18 C.F.R. § 284.12 (a)(1)(v), standards 4.3.9 and 4.3.10. PES as not alleged that Columbia violated these regulations or failed to properly synchronize its clock.

Navigator's receipt of PES's final bids. Contrary to PES's representation, there were no errors in the reception of the bids. Columbia's Navigator record of those bids indicates that the bids were received seconds after the Auction closed. Columbia notes that the speed with which a bid is received by Navigator may be affected by many factors outside the control of Columbia, factors such as processes and settings established by the bidder on its own computer, network traffic/problems with the bidder's Internet Service Provider network, or network traffic/problems on the Internet itself. PES has not shown that these last bids were received by Columbia at any time other than after the close of the Auction. The post-auction screen shot by PES on the Navigator system does nothing to establish that the system was working improperly at the time of the Auction or that the time stamp applied to its bids was incorrect.

35. The Navigator reports submitted by PES as additional evidence of a faulty Navigator System, only attest to the fact that PES received error messages when attempting to submit its last bids. Columbia argues that had PES clicked on the "messages" button shown at the top of the screen, a message would have explained that the time for bidding had expired. The evidence of error messages alone does not establish that the Navigator System was faulty. The message could have been generated by PES's bid arriving after the close of the Auction.

36. The failure of PES to keep its Navigator registration current and the fact that individuals who were not Columbia-registered and trained were submitting PES's bids undermine PES's allegation that the problems it experienced were necessarily due to malfunctions with Navigator. While PES accurately notes that there is no indication that other bidders experienced the difficulties that PES experienced in submitting its bid in Auction # 58435, this lends support to Columbia's contention that the Navigator system operated properly and that any problems PES may have encountered were due either to its lack of experience in operating Navigator or the fact that its bids were properly submitted but came in after the bidding deadline expired.

37. Columbia also argues that it has no additional firm capacity available, so that in order to grant PES relief, the Commission would have to abrogate contracts with two other shippers. In the circumstances present here, the Commission sees no basis for changing the allocation of capacity or re-running the auction as requested by PES. First, as discussed above, PES failed to provide convincing evidence that Columbia's system was operating improperly.

38. Second, all bidders using Columbia's system recognize that there is a real possibility that they may lose on a contract bid if they wait until the final minutes of the auction to place revised bids, rather than submitting an initial bid reflecting their true valuation of the capacity (*i.e.*, its reservation price). PES understood or should have understood the risk inherent in such an auction when it placed a value on its initial bid, and took a chance that it would have sufficient time to submit another bid if its initial bid

was not sufficiently high to win the auction.<sup>5</sup> The evidence shows that Columbia, acted in good faith in the way it operated its system and applied its time stamp to all bidders; shippers also acted in good faith in accepting capacity awards. It would not be fair to shippers that have justifiably relied on the capacity awards, and are conducting business pursuant to those contracts, to abrogate their contracts. Even when the Commission has found that errors in capacity allocation have been made, the Commission, in exercising its remedial authority has not re-allocated the capacity. In *PPL EnergyPlus v. N.Y. Indep. Sys. Operator Corp.*<sup>6</sup> the Commission found that even though the New York Independent System Operator Corporation violated its tariff in allocating capacity rights, the Commission would not reallocate those rights where the customer awarded the rights acted in good faith and justifiably relied on that allocation:

In this proceeding, the Commission must balance the goals of allowing PPL relief based upon the nature of the violation and PPL's assumed injury while at the same time ensuring that granting such relief will not undermine confidence in markets. The entity that benefited from the tariff violation, Coral, reasonably made arrangements for the capability period it was awarded and would be financially harmed by a re-allocation of its capacity import rights. Therefore, the Commission concludes that it would be inappropriate to grant PPL either the capacity or the refund remedy it requests.<sup>7</sup>

### **Removal of PES from Columbia's Approved Bidders List**

39. PES maintains that it should not have been penalized by a six-month suspension from bidding for capacity release for refusing the capacity in Offer #58436, on which it prevailed. PES maintains that its bids on Offer #58435 and offer #58436 were related and that because the value of Offer #58436 depends significantly on Offer #58435, it

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<sup>5</sup> For example, if UGI's bid had been entered even closer to the 9 a.m. deadline, PSE would not even have had an opportunity to submit a second bid.

<sup>6</sup> 115 FERC ¶ 61,383 at P 30 (2006).

<sup>7</sup> *Id.* at P 30; *See Pacific Gas Transmission Co.*, 82 FERC ¶ 61,227 (1998) (despite a finding of violation, concluding that the public interest in market stability outweighs the need for reposting the five releases for bid); *Pan-Alberta Gas (U.S.) Inc.*, 72 FERC ¶61,092 (1995), *reh'g denied*, 75 FERC ¶61,049 (1996) (despite violation in capacity allocation, Commission found it would not set aside the already consummated transaction, because it is a settled transaction and to do so would cause a disruption in the market).

should not be penalized for refusing Offer # 58436. PES further argues that Columbia violated its tariff by failing to wait 15 days after tendering a service agreement before awarding the capacity in Offer #58436 to the next acceptable bidder.

40. The Commission does not find that PES is necessarily entitled to be relieved of the six-month penalty based on these contentions. As Columbia points out, the bid forms submitted by PES clearly indicate that contingent bids were not permitted. Moreover, the failure to wait the full 15 days does not constitute a violation of Columbia's tariff. As indicated in Exhibit PES-10, PES responded to the November 9 tendering of the agreement stating unequivocally in a November 10 email that it would "NOT" be accepting any award of capacity on Offer #58436. Section 4.2(e) of Columbia's tariff states clearly that "all bids are binding."<sup>8</sup> While the tariff provides a 15 day period for the successful bidder to execute the service agreement, there is no reason for Columbia, having received a definitive rejection, to wait any longer before notifying the next successful bidder. Proffering the agreement to the next acceptable bidder is fair to all of the parties – Columbia, PES, and the next successful bidder.

41. Columbia maintains that the six-month suspension is mandated by its tariff. However, the Commission does not read the tariff as requiring a mandatory suspension, but as providing Columbia discretion in regard to removal of bidders from its Approved Bidders List. Section 4.2(e) of Columbia's tariff provides:

Shippers failing to return such Service Agreement shall be removed from Transporter's Approved Bidders List for six months, or less than six months if agreed to in writing by the Transporter. (emphasis added)<sup>9</sup>

42. When Columbia has the discretion, as it does here, to provide something less than six-month removal, it must not exercise that discretion in an unreasonable or unduly discriminatory manner. Columbia has provided no explanation of how it customarily exercises that discretion or how its exercise in the circumstances here is reasonable and not unduly discriminatory. Accordingly, the Commission requires additional information before ruling on PES's request for reinstatement on Columbia's Approved Bidders List. We direct Columbia to provide, within seven business days of the date of this order, further explanation as to how this penalty conforms to its customary treatment of similarly situated bidders and how it is a reasonable response in this instance. Specifically, that explanation shall include, but is not limited to, answers to the following questions:

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<sup>8</sup> Columbia Gas Transmission Corp., FERC Gas Tariff, Second Revised Vol. No. 1, Sub Sixth Revised Sheet No. 283.

<sup>9</sup> *Id.*

1. What criteria does Columbia use to determine whether to agree to a suspension of less than six months?
  2. Explain, with appropriate references to the Columbia tariff, whether bidders that fail to honor a capacity release contract are also subject to suspension from the Approved Bidders List.
  3. Provide the number of bidders that have failed to honor a bid for pipeline capacity and separately for capacity release, the number in each category that received the full six month suspension, and the number in each category that received a suspension of less than six months.
  4. For each bidder that received a suspension of less than six months, indicate whether it was for pipeline capacity or for capacity release and describe the circumstances under which a shorter suspension was found appropriate.
  5. Explain why a shorter suspension is not appropriate in the PES circumstances.
43. The Commission will provide a period of five business days for protests following its receipt of Columbia's response.

The Commission orders:

(A) The complaint is dismissed, in part, insofar as it requests that capacity be reassigned or the auction re-run.

(B) Columbia is directed within seven business days of the date of this order to submit the information and explanations discussed in the body of the order.

(C) Protests to Columbia's submission will be due in five business days after the submission.

By the Commission.

( S E A L )

Magalie R. Salas,  
Secretary.