

137 FERC ¶ 61,178
UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: Jon Wellinghoff, Chairman;
Philip D. Moeller, John R. Norris,
and Cheryl A. LaFleur.

Algonquin Gas Transmission, LLC

Docket Nos. RP12-128-000
RP10-46-000
RP10-179-000

ORDER ACCEPTING TARIFF RECORD AND NON-CONFORMING SERVICE
AGREEMENTS SUBJECT TO CONDITIONS

(Issued December 2, 2011)

1. On October 13, 2009, Algonquin Gas Transmission, LLC (Algonquin) filed, in Docket No. RP10-46-000, thirty-four then-effective, non-conforming service agreements that potentially materially deviated from Algonquin's form of service agreements contained in its tariff. Algonquin also filed a revised tariff sheet listing the materially non-conforming agreements (October 2009 Filing). Algonquin stated in its filing that it had identified other service agreements containing what it characterized as immaterial deviations, but did not include those agreements in its filing. On November 12, 2009, the Commission accepted Algonquin's proposed tariff sheet and the filed non-conforming agreements, effective on the dates requested, subject to further review and order of the Commission.¹ The Commission also noted that Algonquin had not elected to file certain other non-conforming contracts which it did not believe contained material deviations. The Commission stated that it was making no findings with respect to those agreements and reminded Algonquin that "all contracts containing material deviations from the form of service agreement in a pipeline's tariff must be filed with the Commission."²

2. On November 24, 2009, Algonquin filed, in Docket No RP10-179-000, seventy-four non-conforming service agreements containing what Algonquin characterized as

¹ *Algonquin Gas Transmission, LLC*, 129 FERC ¶ 61,117 (2009) (November 2009 Order).

² *Id.*, at P 10, n.15.

immaterial deviations from the form of service agreements contained in its tariff (November 2009 Filing). On December 22, 2009, the Commission issued an order accepting the non-conforming agreements subject to further review and order of the Commission.³

3. On November 2, 2011, in Docket No. RP12-128-000, Algonquin filed a revised tariff record to update Algonquin's list of non-conforming service agreements. Algonquin provided updated information regarding the current status of the service agreements it had submitted for review in its October and November 2009 Filings (Updated Filing).⁴ Algonquin stated that some of the agreements had been terminated or the material deviations had been eliminated.

4. In this order, the Commission reviews the currently effective non-conforming agreements that remain from the October and November 2009 Filings which are not identified by Algonquin as moot. As discussed below, the Commission finds that the 22 remaining non-conforming agreements from the October 2009 Filing that Algonquin identified as containing purportedly material deviations do not unduly discriminate against Algonquin's shippers and are permissible.

5. In addition, the Commission finds that two of the remaining 17 non-conforming agreements from the November 2009 Filing contain material deviations.⁵ Of those two agreements, one agreement contains a material deviation that presents a significant potential for undue discrimination⁶ among shippers and the other does not.⁷ Accordingly, with respect to the former agreement with SCG, Algonquin is required to either remove the deviation or file generally applicable tariff provisions to offer a similar provision to other firm shippers pursuant to not unduly discriminatory conditions. With respect to the latter agreement with O&R, Algonquin is required to file a revised tariff record referencing the materially deviating agreement.

³ *Algonquin Gas Transmission, LLC*, 129 FERC ¶ 61,263 (2009) (December 2009 Order).

⁴ See Appendix A.

⁵ Contract No. 93012EC with Southern Connecticut Gas Company (SCG) and Contract No. 86013 with Orange and Rockland Utilities, Inc. (O&R).

⁶ Contract No. 93012EC with SCG.

⁷ Contract No. 86013 with O&R.

6. Therefore, the Commission accepts the tariff record filed in Docket No. RP12-128-000, subject to the conditions set forth in this order and rejects the tariff sheet submitted in the October 2009 Filing as moot.⁸

Background

7. Algonquin filed, in its October 2009 Filing, thirty-four then-effective, non-conforming agreements that potentially materially deviated from its form of service agreements and also filed a revised tariff sheet listing the agreements. In its filing, Algonquin asserted that thirty-one of the agreements were entered into prior to the Commission's clarification of its policies and regulations governing the identification and filing of materially non-conforming provisions in the Commission's *2003 Policy Statement*.⁹ Algonquin further stated that, of the two contracts entered into after the Commission's *2003 Policy Statement*, one was filed with the Commission twice, as a part of a settlement and then as part of a certificate application. Algonquin asserted that the second agreement contains non-conforming language that was negotiated in connection with a customer bankruptcy and contract restructuring and accepted by the Commission as part of a negotiated rate contract.

8. Algonquin asserted that all but six of the thirty-four agreements fell into either, or both, of the following categories: (a) Potential Material Deviations Resulting from Compliance with Order No. 636;¹⁰ and (b) Potential Material Deviations Related to Expansion Projects. Algonquin stated that the remaining six contracts contain deviations that are nevertheless consistent with its tariff, due to the timing of contract execution, or

⁸ Listed in Appendix B.

⁹ Algonquin Transmittal at 2 (citing *Natural Gas Pipeline Negotiated Rate Policies and Practices*, 104 FERC ¶ 61,134 (2003), *order on reh'g*, 114 FERC ¶ 61,042 (2006) (*2003 Policy Statement*)).

¹⁰ Algonquin Transmittal at 4 (citing *Pipeline Service Obligations and Revisions to Regulations Governing Self-Implementing Transportation; and Regulation of Natural Gas Pipeline After Partial Wellhead Decontrol*, Order No. 636, FERC Stats. & Regs. Regulations Preambles January 1991 – June 1996 ¶ 30,939, *order on reh'g*, Order No. 636-A, FERC Stats. & Regs. Regulations Preambles January 1991 – June 1996 ¶ 30,950, *order on reh'g*, Order No. 636-B, 61 FERC ¶ 61,272 (1992), *notice of denial of reh'g*, 62 FERC ¶ 61,007 (1993), *aff'd in part and vacated and remanded in part sub nom., United Distribution Co. v. FERC*, 88 F.3d 1105 (D.C. Cir. 1996) (per curiam) *cert. denied*, 520 U.S. 1224 (1997), *order on remand*, Order No. 636-C, 78 FERC ¶ 61,186 (1997), *order on reh'g*, Order No. 636-D, 83 FERC ¶ 61,210 (1998) (collectively, Order No. 636)).

otherwise do not present a risk of undue discrimination. In the November 2009 Order, the Commission accepted Algonquin's proposed tariff sheet and non-conforming agreements, effective on the dates requested, subject to further review and order of the Commission.¹¹

9. In its November 2009 Filing, Algonquin filed seventy-four non-conforming agreements, that it believed contained only immaterial deviations from the applicable form of service agreement. Similarly, Algonquin asserted that the majority of the agreements were entered into prior to the Commission's clarification of policies and regulations governing the identification and filing of materially non-conforming provisions in the *2003 Policy Statement*.¹² Algonquin further asserted that both it and its shippers have relied on the tendered contracts in making important market and investment decisions. Algonquin contended that modifying the contracts at this time could cause significant economic harm to the parties. Algonquin, therefore, requested that the Commission, to the extent it found any of the filed agreements to be materially non-conforming, accept those contracts for filing and grant any and all waivers necessary to allow the contracts to be effective and remain in effect.

10. In the December 2009 Order, the Commission stated that it was unable to complete its review of the numerous non-conforming service agreements within the statutory 30-day period. Accordingly, the Commission accepted the filed service agreements, effective on their respective effective dates, subject to further review and order of the Commission.¹³

Description of Updated Filing

11. In its Updated Filing, Algonquin states that since its October and November 2009 Filings, many of the agreements in such filings have either terminated or have been superseded by subsequent amendments. Algonquin submits that, as a result of these changes, the Commission may consider many of the deviations in the 2009 Filings moot by termination or amendment and no longer requiring Commission review and approval. Algonquin states that it is filing to remove the terminated and superseded agreements from its list of non-conforming agreements and reflect only currently-effective, materially deviating, non-conforming agreements in the applicable tariff record. In addition, Algonquin states that it has revised several of its form of service agreements to

¹¹ November 2009 Order, 129 FERC ¶ 61,117.

¹² Algonquin Transmittal at 2 (citing *2003 Policy Statement*, 104 FERC ¶ 61,134, *order on reh'g*, 114 FERC ¶61,042).

¹³ December 2009 Order, 129 FERC ¶ 61,263.

incorporate certain of the deviations identified in the 2009 Filings. Algonquin identifies the deviations from the 2009 Filings that have been incorporated into the applicable form of service agreement and states that they no longer require Commission review and approval.

12. Algonquin asserts that only 22 out of the 34 agreements in the October 2009 Filing continue to contain deviations identified as material. Algonquin also asserts that only 17 out of 74 agreements in the November 2009 Filing continue to contain deviations, all of which it claims are immaterial.

Public Notice and Interventions

13. Notice of Algonquin's filing in Docket No. RP12-128-000 was issued on November 2, 2011. Interventions and protests were due as provided in section 154.210 of the Commission's regulations.¹⁴ Pursuant to Rule 214,¹⁵ all timely filed motions to intervene and any unopposed 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. No protests or adverse comments were filed.

Discussion

14. If a pipeline and a shipper enter into a contract that materially deviates from the pipeline's form of service agreement, the Commission's regulations require the pipeline to file the contract containing the material deviations with the Commission.¹⁶ In *Columbia Gas Transmission Corp.*,¹⁷ the Commission clarified that a material deviation is any provision in a service agreement that (a) goes beyond filling in the blank spaces with the appropriate information allowed by the tariff, and (b) affects the substantive rights of the parties. However, not all material deviations are impermissible. If the Commission finds that such deviation does not constitute a substantial risk of undue discrimination, the Commission may permit the deviation.¹⁸ Therefore, there are two general categories of material deviations: (a) provisions the Commission must prohibit because they present a significant potential for undue discrimination among

¹⁴ 18 C.F.R. § 154.210 (2011).

¹⁵ 18 C.F.R. § 385.214 (2011).

¹⁶ 18 C.F.R. § 154.1(d) (2011).

¹⁷ *Columbia Gas Transmission Corp.*, 97 FERC ¶ 61,221 (2001) (*Columbia Gas*).

¹⁸ *Columbia Gas*, 97 FERC at 62,004.

shippers, and (b) provisions the Commission can permit without a substantial risk of undue discrimination. Moreover, if the Commission determines the contract contains a material deviation that is permissible, the Commission's regulations require the pipeline to file tariff sheets that reference the materially deviating contract.¹⁹

October 2009 Filing

15. In its Updated Filing, Algonquin states that deviations in twelve of the thirty-four agreements submitted in the October 2009 Filing have been rendered moot by contract amendment and/or termination. Algonquin states that deviations in two agreements have been rendered moot due to a new form of service agreement.²⁰ However, twenty-two of the thirty-four originally filed agreements still contain some material deviations. Algonquin asserts most of these continuing deviations either arose during Algonquin's Order No. 636 restructuring proceeding or are related to expansion projects and that the Commission should consider the parties' significant reliance on these longstanding agreements and find them to be permissible.

16. The Commission has determined that it may be equitable to allow a material deviation to remain in effect if it is part of a longstanding agreement relied on by the parties and entered into prior to the clarification of the standards governing non-conforming agreements in *Columbia Gas* in November 2001.²¹ Factors to be considered in deciding whether to grandfather a provision include the following: (1) whether the shipper reasonably relied to its detriment on the legality of the provision when it entered into the contract such that it will now suffer irreparable harm if the provision were removed; (2) the remedies currently available to the shipper to return itself to the position it would have been in if it had known when the contract was originally executed that the provision was illegal; (3) whether other shippers are harmed by a continuation of the provision; (4) whether the Commission was aware of the contract when it was originally entered into and did not require it to be modified; and (5) whether the provision will continue indefinitely or will terminate at some date certain.²²

¹⁹ 18 C.F.R. § 154.112(b) (2011).

²⁰ See Appendix A-1 in Attachment No. 1 to the Updated Filing.

²¹ *Columbia Gas*, 97 FERC at 62,010; see also *Texas Eastern Transmission, LP*, 119 FERC ¶ 61,337, at P 11 (2007) (*Texas Eastern*).

²² See *Transcontinental Gas Pipe Line Co., LLC*, 136 FERC ¶ 61,104, at P 11 (2011).

17. Under the circumstances of this case, the Commission will permit the non-conforming provisions not identified as moot in thirteen contracts related to compliance with Order No. 636 or expansion projects entered into prior to the Commission's clarification of its policy regarding non-conforming contracts to be grandfathered.²³ The provisions were intended to address operational issues related to Algonquin's unbundling of its sales and transportation services in order to comply with the requirements of Order No. 636, or the provisions were unique to the circumstances of an expansion project. These shippers and Algonquin reasonably relied on the legality of these provisions in making long term commercial decisions. Removal of the provisions could unacceptably harm reasonable reliance on provisions required to comply with Commission policy or necessitated by the unique circumstances related to participation in an expansion project. Therefore, these provisions are grandfathered as longstanding agreements relied upon by the shippers prior to the Commission's clarification of its policy. However, consistent with our rulings in *Columbia Gas* and *Texas Eastern*, any new Algonquin contracts containing such non-conforming provisions must be filed with, and approved by, the Commission before they may be placed into effect.²⁴

18. Provisions in two other contracts also predate the Commission's clarification of its policy on non-conforming agreements. However, there is no need to consider grandfathering these provisions, since we find that they do not unduly discriminate against other shippers. Contract No. 931003 with O&R contains a footnote in Exhibit B not in the *pro forma* service agreement which provides that deliveries may not exceed at certain delivery points the combined daily total which is equal to the maximum daily delivery quantity under the contract. The Commission finds that, in any case, this provision does not present a risk of undue discrimination, since it merely enforces the maximum daily delivery quantities set forth in contract and tariff. Similarly, an agreement with Colonial Gas Company (Colonial) (Colonial No. 1, Contract No. 9227) for service under Rate Schedule AFT-1 contains a footnote in Exhibit B of the contract

²³ ANP Bellingham No. 1, Contract No. 99039; Bay State No. 2, Contract No. 93001F; Bay State No. 3, Contract No. 94501; Boston Gas No. 2, Contract No. 99012; Boston Gas No. 3, Contract No. 93002CR; Boston Gas No. 4, Contract No. 93002EA; Lake Road No. 1, Contract No. 98005LR; Narragansett No. 3, Contract No. 93011E; NSTAR No. 2, Contract No. 93004EC; NU No. 1, Contract No. 93002F; Taunton No. 1, Contract No. 66667; Yankee No. 1, Contract No. 93013EC; and Yankee No. 5, Contract No. 93009.

²⁴ *Columbia Gas*, 97 FERC at 62,010 and *Texas Eastern*, 119 FERC ¶ 61,337 at P 11.

which states that the maximum daily delivery obligation at two of the listed delivery points may not exceed a combined daily total that is equal to the maximum daily quantity under the contract. This footnote conforms with section 6.3(A) of Rate Schedule AFT-1, which provides that “Algonquin shall not accept any proposed Primary Point(s) of Delivery, or quantity at any Primary Point(s) of Delivery, or change in quantities among Primary Point(s) of Delivery if the resulting aggregate MDDOs at all of Customer’s Primary Point(s) of Delivery would exceed Customer’s MDTQ” The Commission accepts this as a permissible deviation as it is consistent with the terms of Rate Schedule AFT-1.

19. With respect to the remaining non-conforming provisions in the agreements, we find that these provisions will not unduly discriminate against other shippers and are permissible. The non-conforming provisions in the agreements with New England Gas Company-Rhode Island (Narragansett No. 4, Contract No. 510075) and New England Gas Company-Fall River (NE-Fall River) (NE-Fall River No. 1, Contract No. 510054) (1) define the primary term as commencing on the Service Commencement date in the Precedent Agreement for an expansion and continuing for a specific number of years and ending on a specific day of the month and (2) provide that if the Precedent Agreement is terminated other than by reason of commencement of service then the agreement shall not commence and is null and void. Consistent with our finding in *Egan Hub Storage, LLC*, 127 FERC ¶ 61,002 (2009), these provisions are permissible methods of coordinating the service commencement date and the in-service date of the expansion project.

20. The agreement with Mirant Canal, LLC (Mirant No. 1, Contract No. 510336) contains a non-conforming provision providing an option to extend the primary term of the agreement for an additional five years. Algonquin asserts that this provision was necessary because the prior service agreement was rejected in the shipper’s bankruptcy proceeding. Algonquin further asserts that the provision was referenced in a negotiated rate tariff sheet accepted by the Commission.²⁵ Due to the unique circumstances involving the shipper’s bankruptcy, we find that his provision is a permissible deviation.

21. The non-conforming provision in the agreement with Connecticut Natural Gas Corporation (Connecticut No. 1, Contract No. 9W005) provides that the maximum hourly delivery quantity at a delivery point cannot exceed a specific Dth per hour under all service agreements. Algonquin asserts that this hourly restriction has been attached to this delivery point since June 1, 1993, due to operational restrictions. This provision reflects longstanding operational restrictions and, therefore, we find it to be permissible.

²⁵ *Algonquin Gas Transmission, LLC*, Docket No. RP06-313-000 (May 30, 2006) unpublished letter order).

22. Agreements with Colonial (Contract No. 510025), NE-Fall River (Contract No. 510054), and Providence Gas Company (Narragansett No.4, Contract No. 510075) do not contain an optional provision in the current form of service agreement under which the shipper would have the right to give notice that it desires to reduce its maximum daily and annual transportation quantities by a specified amount and the exercise of this option would trigger a right of first refusal (ROFR) for the shipper. Algonquin asserts that if these contracts were compared to the form of service in effect just before March 4, 2003, there would be no deviation because until March 4, 2003, its form of service agreement did not contain this provision. Algonquin also states that the tariff sheets containing the form of service agreement to which the provisions do not conform were filed on January 21, 2004, but accepted to be effective on March 4, 2003. These provisions in the current form of service agreement are optional. A shipper may elect that no amounts under the agreement will be subject to the option for a partial reduction in maximum daily and annual transportation quantities. Further, the shippers have not filed comments or protests in these proceedings or requested that the Commission require that this option be provided. Therefore, to the extent the failure to include these optional provisions in the agreements is considered non-conforming, we find that they are permissible deviations.

November 2009 Filing

23. In its Updated Filing, Algonquin asserts that only seventeen of the seventy-four agreements that it submitted in its November 2009 Filing continue to contain immaterial deviations. The Commission finds that the deviations in all but two of the remaining seventeen agreements are immaterial deviations for the reasons asserted by Algonquin in its Updated Filing. As discussed below, the Commission finds that Contract No. 86013 between O&R and Algonquin contains a material deviation that does not present substantial risk of undue discrimination and therefore, Algonquin is directed to file revised tariff records referencing the materially deviating agreement. On the other hand, the Commission finds that Contract No. 93012EC between SCG and Algonquin contains a material deviation that presents a significant potential for undue discrimination among shippers and therefore, Algonquin is required to either remove the deviation from the contract or file generally applicable tariff provisions to offer a similar provision to other firm shippers pursuant to not unduly discriminatory conditions.

Contract No. 93012EC between SCG and Algonquin

24. Contract No. 93012EC was entered into March 26, 2009. Exhibit B to Contract No. 93012EC contains a footnote that provides that deliveries at the 00014 Milford, CT

delivery point are “not to exceed 312 MMBtu per hour.”²⁶ Algonquin asserts that this provision is not a material deviation because it is consistent with its tariff. Specifically, Algonquin states that, to the extent the hourly limitation in the footnote suggests that hourly deliveries in excess of 1/24th of the Maximum Daily Transportation Quantity (MDTQ)²⁷ for the applicable period may be permitted, section 2.2 of Rate Schedule AFT-E permits Algonquin, at its option, to deliver an hourly quantity in excess of the Maximum Hourly Transportation Quantity (MHTQ),²⁸ subject to apportionment in the event all customer requests exceed the available capacity at the particular point.

25. Previously, the Commission has found that matters such as hourly flow obligations constitute impermissible deviations unless the pipeline’s tariff authorizes the pipeline to negotiate such matters with all its customers.²⁹ This is because provisions regarding hourly flow requirements not only affect the rights of the customer in whose service agreement such a provision might be contained, but they also can affect the service provided to other customers.³⁰

26. As Algonquin points out, 312 MMBtu per hour appears to be an hourly delivery volume in excess of SCG’s MHTQ. Algonquin asserts that this provision is consistent with its tariff because section 2.2 of Rate Schedule AFT-E permits Algonquin, at its option, to deliver hourly quantities in excess of the MHTQ, subject to apportionment. Section 2.2 provides, in relevant part:

Algonquin shall not be obligated to, but may at its option, deliver at any Point(s) of Delivery an hourly quantity exceeding the MHTQ, and on any Day a quantity of gas in

²⁶ The 00014 Milford, CT delivery point is one of four delivery points listed in Exhibit B.

²⁷ The “Maximum Daily Transportation Quantity” is the maximum quantity of natural gas which Algonquin is willing to receive for transportation for a customer’s account on any day at all receipt points specified in an executed service agreement for the applicable period, exclusive of any applicable fuel reimbursement quantity.

²⁸ The “Maximum Hourly Transportation Quantity” is the maximum quantity of gas which Algonquin is willing to deliver to a customer during any hour at all delivery points specified in an executed service agreement and such quantity must equal 1/24th of the Maximum Daily Transportation Quantity.

²⁹ See *Columbia Gas*, 97 FERC at 62,002-04.

³⁰ See *Columbia Gas*, 97 FERC at 62,003.

excess of the applicable Maximum Daily Delivery Obligation (“MDDO”), provided that, if more than one Customer requests deliveries in excess of its MDDO at a Point of Delivery, and the sum of all such requests exceeds the available capacity at such Point of Delivery, Algonquin shall apportion such deliveries in excess of MDDO among such Customers *pro rata* according to the Customers’ firm MDDOs at the relevant Point of Delivery.

27. By its terms, section 2.2 only provides that Algonquin may, at its discretion, permit a shipper to exceed its MHTQ. By contrast, the footnote in Exhibit B to Contract No. 93012EC provides, without qualification or condition, that SCG can receive deliveries of gas up to 312 MMBtu per hour. Therefore, because this footnote enables SCG to receive hourly quantities in excess of its MHTQ and because Algonquin’s tariff does not permit it to negotiate hourly flow obligations with its shippers, this provision constitutes an impermissible material deviation.

28. Accordingly, within thirty days of the issuance date of this order, Algonquin is directed to either remove this provision from SCG’s service agreement or file generally applicable tariff provisions to offer a similar provision to other firm shippers pursuant to not unduly discriminatory conditions.

Contract No. 86013 between O&R and Algonquin

29. Contract No. 86013 was entered into May 25, 2011. In Contract No. 86013, Exhibits A and B of the service agreement, which specify primary receipt and delivery points, maximum daily delivery obligation and minimum delivery pressure, contain the following paragraph, instead of any specific points, quantities, or pressure specifications:

Service entitlements acquired by Customer from Algonquin by assignment, pursuant to the terms of the Commission-approved settlement in Docket Nos. RP93-14, *et al.* Algonquin Gas Transmission Corp., 68 FERC ¶ 61,039 (1994). Such receipt and delivery points are only available for scheduling as secondary points.

30. Algonquin states that this provision is similar to filling in the blank in the exhibits and, because the provision must be included in the contract to reflect the terms of the applicable settlement, it is not a material deviation.

31. The Commission finds that, in light of the settlement approved in *Algonquin Gas Transmission Corp.*, 68 FERC ¶ 61,039 (1994), this is a permissible material deviation that does not present undue potential for discrimination. Exhibits A and B specifically contemplate that “primary” points of receipt and delivery will be specified therein.

However, the points referenced on Exhibits A and B of O&R's service agreement, "are only available for scheduling as secondary points." While this deviation affects the substantive rights of O&R, the deviation is not unduly discriminatory. O&R agreed to secondary service, as evidenced by the settlement. Because we find that this agreement contains a permissible material deviation, Algonquin is directed to file within thirty days of the issuance date of this order a revised tariff record referencing the materially deviating agreement.

32. Finally, the Commission directs Algonquin to file, within 90 days of the issuance date of this order, the currently effective agreements tendered in Docket Nos. RP10-46-000 and RP10-179-000 which are non-conforming, and any amendments thereto, as searchable electronic tariff records in eTariff.

The Commission orders:

(A) The Commission accepts Algonquin's non-conforming agreements, effective as of their respective effective dates, subject to the conditions set forth in the body of this order.

(B) Algonquin is directed to file a revised tariff records and/or modify its agreements consistent with the discussion in the body of this order within thirty days of the date this order issues.

(C) The tariff record filed in Docket No. RP12-128-000, listed in Appendix B of this order, is accepted effective December 2, 2011, subject to the conditions set forth in this order.

(D) The tariff sheet filed in Docket No. RP10-46-000 is rejected.

(E) Algonquin is directed to file, within 90 days of the issuance date of this order, the currently effective agreements tendered in Docket Nos. RP10-46-000 and RP10-179-000 which are non-conforming, and any amendments thereto, as searchable electronic tariff records in eTariff.

By the Commission. Commissioner Spitzer is not participating.

(S E A L)

Nathaniel J. Davis, Sr.,
Deputy Secretary.

Appendix A

Non-conforming service agreements identified as moot:

Agreements identified as moot originally filed in Docket No. RP10-46-000

Bay State No. 1, Contract No. 93401

Boston Gas No. 1, Contract No. 9B100

Distrigas No. 1, Contract No. 92116

Distrigas No. 2, Contract No. 510233

Fore River No. 1, Contract No. 510008

Narragansett No. 1, Contract No. 93407

Narragansett No. 2, Contract No. 93207

NSTAR No. 1, Contract No. 510482

Yankee No. 2, Contract No. 9B106C

Yankee No. 3, Contract No. 93209C

Yankee No. 4, Contract No. 94000

Yankee No. 6, Contract No. 93409

Agreements identified as moot originally filed in Docket No. RP10-179-000

Bay State No. 4, Contract No. 93201AC

Bay State No. 5, Contract No. 93001EC

Bay State No. 6, Contract No. 510352

Boston Gas No. 7, Contract No. 93302C

Boston Gas No. 8, Contract No. 99058

Central Hudson No. 4, Contract No. 510265

Central Hudson No. 5, Contract No. 9S101

Colonial No. 3, Contract No. 93402

Colonial No. 4, Contract No. 92100

Colonial No. 6, Contract No. 9B101C

Colonial No. 7, Contract No. 93003EC

Colonial No. 8, Contract No. 93203C

Colonial No. 9, Contract No. 99048A

Colonial No. 10, Contract No. 98002C

Colonial No. 11, Contract No. 510366

Columbia No. 1, Contract No. 9141

Connecticut No. 2, Contract No. 9B103

Connecticut No. 3, Contract No. 93005

Consolidated Edison No. 1, Contract No. 9W005EC

Consolidated Edison No. 2, Contract No. 99011

Consolidated Edison No. 3, Contract No. 97033

Excelerate No. 1, Contract No. 510414

Middleborough No. 2, Contract No. 99008

Middleborough No. 3, Contract No. 99009

Middleborough No. 4, Contract No. 99010

Narragansett No. 5, Contract No. 93401S

Narragansett No. 6, Contract No. 9S100S

Narragansett No. 7, Contract No. 933001

Narragansett No. 8, Contract No. 93001ESC

Narragansett No. 9, Contract No. 96004SC

Narragansett No. 10, Contract No. 90106

Narragansett No. 11, Contract No. 90107

Narragansett No. 12, Contract No. 9B105

Narragansett No. 13, Contract No. 9W009E

Narragansett No. 14, Contract No. 9S102

Narragansett No. 16, Contract No. 933004

Narragansett No. 17, Contract No. 96003

Narragansett No. 18, Contract No. 933005

NE-Fall River No. 2, Contract No. 93405

NE-Fall River No. 3, Contract No. 9B104

NE-Fall River No. 4, Contract No. 93007EC

NE-Fall River No. 5, Contract No. 510026

NE-North Attleboro No. 1, Contract No. 96003SC

NE-North Attleboro No. 2, Contract No. 93003ESC

NE-North Attleboro No. 3, Contract No. 99053

NSTAR No. 3, Contract No. 90103

NSTAR No. 4, Contract No. 93403

NSTAR No. 5, Contract No. 9B102

NSTAR No. 6, Contract No. 93204C

NSTAR No. 7, Contract No. 510400

NSTAR No. 8, Contract No. 510363

NU No. 2, Contract No. 93201A1C

Norwich No. 1, Contract No. 93402S

O&R No. 2, Contract No. 93406

O&R No. 4, Contract No. 93010C

PPL EnergyPlus No. 1, Contract No. 510069

Southern Connecticut No. 2, Contract No. 510322

Appendix B

Algonquin Gas Transmission, LLC
Algonquin Database 1
FERC NGA Gas Tariff

Tariff record filed in Docket No. RP12-128-000, accepted, to be effective, December 2, 2011, subject to conditions:

49., Materially Non-conforming Service Agreements, 7.0.0

Tariff sheet filed in Docket No. RP10-46-000, rejected

Second Revised Sheet No. 625 to Algonquin's FERC Gas Tariff, Fifth Revised Volume No. 1.