

149 FERC ¶ 61,290
UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: Cheryl A. LaFleur, Chairman;
Philip D. Moeller, Tony Clark,
and Norman C. Bay.

Millennium Pipeline Company, L.L.C.

Docket No. RP15-234-000

ORDER ACCEPTING PROPOSED TARIFF RECORDS, SUBJECT TO CONDITIONS

(Issued December 31, 2014)

1. On December 1, 2014, Millennium Pipeline Company, L.L.C. (Millennium) submitted revised tariff records¹ to revise its definition of a Force Majeure Event, update various provisions of its reservation charge crediting policy, and propose a new, optional reverse open season process for *force majeure* and non-*force majeure* outages (Voluntary Interruption Commitments or VIC). The Commission accepts, subject to conditions, Millennium's revised tariff records effective January 1, 2015, as proposed.

I. Millennium's Proposal

A. Definition of "Force Majeure Event"

2. Millennium proposes to amend its general definition of a "Force Majeure Event," in section 15.1 of its General Terms and Conditions (GT&C), by adding the underlined language:

The term Force Majeure Event means an event beyond the control of the party claiming excuse that creates an inability to serve that could not be prevented or overcome by the due diligence of the party claiming the Force Majeure Event.

3. In addition, Millennium proposes to amend the non-exclusive list in GT&C section 15.1 of specific circumstances that will constitute a *force majeure* event. Specifically, Millennium proposes to add to the list:

emergency or otherwise unexpected non-routine repairs or maintenance activities not within Transporter's control,

¹ See Appendix.

Millennium also proposes to revise the following provision: "...the binding order of any court, legislative body, or governmental authority which has been resisted in good faith by all reasonable means," so that it reads as follows:

the binding order of any court or governmental authority
which is not within Transporter's control and is unexpected.

4. Millennium argues that its proposed amendments are consistent with language that the Commission has approved in other interstate natural gas pipeline tariffs, and with the Commission's policy that "outages resulting from governmental actions may be treated as resulting from a force majeure event only when the governmental requirement pertains to matters which are not reasonably in the pipeline's control and are unexpected."²

B. Reservation Charge Crediting Provisions

5. Millennium's existing reservation charge crediting provisions are set forth in section 15 of its GT&C. That section provides for full reservation charge credits during non-*force majeure* outages of primary firm service and partial credits during *force majeure* outages using the No Profit Method. Under that method, Millennium provides partial credits equal to its return on equity (ROE) and associated taxes starting on Day 1 of the *force majeure* outage. In the instant filing, Millennium proposes various changes in its method of calculating the quantity of full and partial reservation charge credits to be provided during primary firm service outages.³

6. First, Millennium proposes to amend GT&C section 15.3(a) to provide that a shipper's reservation charge credits due upon the occurrence of a *force majeure* event will be calculated based upon a shipper's "Force Majeure Average Usage Quantity" multiplied by the applicable rate (reflecting only ROE and associated taxes).

7. Second, Millennium proposes to revise GT&C section 15.3(b) to provide that when advance notice of a Force Majeure Event is provided prior to the Timely Cycle nomination deadline, a shipper's "Force Majeure Average Usage Quantity" will be based on the shipper's average usage, up to its transportation demand, during the seven gas days during which Millennium did not experience a *force majeure* event or non-*force majeure* event prior to the date of the posting of notice of the *force majeure* event. In addition, Millennium proposes that for any *force majeure* event for which notice of unavailability

² Millennium transmittal at 2 (citing *Iroquois Gas Transmission System, L.P.*, 145 FERC ¶ 61,233, at P 82 (2013) (*Iroquois*)).

³ Additionally, Millennium is proposing to exempt "VIC Quantities" from receiving reservation charge credits, consistent with the VIC program discussed below.

of service was not provided prior to the Timely Cycle nomination deadline on that Gas Day, the shipper's Force Majeure Average Usage Quantity will be the quantity of firm service nominated and confirmed from the shipper's primary receipt point(s) to its primary delivery point(s).

8. Third, for outages caused by non-*force majeure* events, Millennium proposes to amend GT&C section 15.4(a) to provide that the reservations charge credits will be based upon the shipper's non-*force majeure* average usage quantity multiplied by the shipper's non-*force majeure* daily rate. Similar to its proposal for *force majeure* events, Millennium proposes that for a non-*force majeure* event for which advance notice is provided, the non-*force majeure* average usage quantity will be based on the shipper's average usage during the seven gas days prior to the date of the posting of notice of the non-*force majeure* event. For non-*force majeure* events that Millennium does not provide notice of unavailability of service prior to the Timely Cycle nomination deadline, a shipper's non-*force majeure* average usage quantity will be the quantity of firm service nominated and confirmed from shipper's primary receipt point(s) to its primary delivery point(s).

9. Fourth, for both *force majeure* and non-*force majeure* events, if Millennium has notified shippers that the event will continue on subsequent gas days following the first gas day of the event, the Average Usage Quantity for each subsequent gas day will be a shipper's average usage during the seven gas days during with Millennium did not experience any such event prior to the first gas day of the event.

10. Fifth, Millennium proposes to amend GT&C section 15.5(a) (formerly 15.3(a)) to add the phrase: "Reservation charge credits provided pursuant to Sections 15.3 and 15.4 shall not be applicable [w]hen a Shipper fails to comply with the terms of an Operational Flow Order issued by Transporter." Millennium argues that the Commission has allowed such provisions as "a further deterrent to conduct by a shipper which risks harm both [to] the pipeline and to other shippers on the system."⁴

11. Millennium argues that the proposed amendments are fully consistent with the Commission's established policy regarding reservation charge crediting. Millennium argues the Commission has found that it is appropriate for a pipeline to calculate the reservation charge credits owed to shippers based on an appropriate historical average of usage as a substitute for use of actual scheduled amounts in certain situations.⁵

⁴ Millennium transmittal at 6 (quoting *Paiute Pipeline Co.*, 139 FERC ¶ 61,089, at P 25 (2012)).

⁵ *Id.* at 5 (citing *Natural Gas Supply Assoc.*, 135 FERC ¶ 61,055, at P 25 (2011) (NGSA); *Kern River Gas Transmission Co.*, 139 FERC ¶ 61,044, at P 45 (2012)).

C. Voluntary Interruption Commitment Program

12. Millennium is proposing a new, optional VIC system to help address capacity allocation during temporary conditions of service unavailability. Under this proposal, when Millennium anticipates that it will be unable to schedule primary firm service because of either a *force majeure* or non-*force majeure* event, it may conduct a reverse auction to solicit bids (in the form of service credits) from firm customers to temporarily relinquish the right to nominate specified volumes of transportation service on the days when full firm service is not likely to be available. Millennium would choose winning bids based upon the suite of bids that yields the lowest economic cost to Millennium. Participation in the reverse auction would be voluntary, and firm shippers not participating would receive reservation charge credits consistent with the standard reservation charge crediting provisions in Millennium's tariff. Millennium explains that its VIC proposal would encourage the efficient allocation of firm service to shippers that place the highest value on such service, while causing the least amount of disruption to the transportation market.

13. Millennium details its program in a new GT&C section 15.6. Section 15.6(a) explains the mechanics of the reverse open season, which Millennium argues is based on the Commission's established principles for auctions.⁶ Proposed GT&C section 15.6(b) reserves Millennium's right to control the terms of the auction. Proposed GT&C section 15.6(c) provides the information that shippers must submit if they wish to participate. Proposed GT&C section 15.6(d) provides the procedures applicable to the receipt, evaluation and award of bids; it includes provisions to keep the VIC program in compliance with the Commission's capacity release policy. Proposed GT&C section 15.6(e) explains how winning a VIC will limit the use of the relinquished capacity. Proposed GT&C section 15.6(f) provides a fallback mechanism, in the event that Millennium does not need some or all of the VICs for a certain gas day, so that the shippers may choose to either keep their VIC award or restore their original capacity.

II. Notice and Responsive Pleadings

14. Public notice of Millennium's filing was issued on December 2, 2014, with responses due on December 15, 2014. Pursuant to Rule 214,⁷ all timely filed motions to intervene and any unopposed motion 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.

⁶ *Id.* at 12-13.

⁷ 18 C.F.R. § 385.214 (2014).

15. Direct Energy Business Marketing, LLC (Direct Energy) and Consolidated Edison Company of New York, Inc. (Con Edison) each protested Millennium's filing. As detailed below, the protests generally argue that Millennium's proposal conflicts with the Commission's policy and precedents regarding reservation charge crediting policy.

16. On December 18, 2014, Millennium filed an answer to the protests (Answer). Rule 213(a)(2) of the Commission's Rules of Practice and Procedure prohibits answers unless ordered by the decisional authority.⁸ In this case, the Commission will accept Millennium's Answer because it assisted the Commission in its decision-making process.

III. Discussion

17. The Commission accepts Millennium's revised tariff records effective January 1, 2015, subject to the conditions discussed below.

A. Definition of Force Majeure Event

18. Direct Energy argues Millennium has failed to show that its proposed revisions to the definition of *force majeure* comply with the Commission's most recent order addressing the issue, the November 20, 2014 Commission order in *Texas Eastern*.⁹ Direct Energy argues that Millennium's proposed general definition of *force majeure* does not comply with *Texas Eastern*, because it defines such events as events "beyond the control of the party claiming excuse" without also requiring that such events be unexpected. Direct Energy points out that in *Texas Eastern*, the Commission defined *force majeure* outages as "events that are both 'unexpected and uncontrollable.'"¹⁰

19. Direct Energy also argues Millennium's proposed language concerning when binding orders of a court or government authority constitute *force majeure* events violates *Texas Eastern*'s discussion on governmental regulatory requirements.¹¹ Direct Energy urges Millennium to replace its proposed requirement that such a government action "is not within Transporter's control and is unexpected," with a requirement that such government action be a "one-time non-recurring event that is not part of the pipeline's routine periodic maintenance program."

⁸ 18 C.F.R. § 385.213(a)(2) (2014).

⁹ Direct Energy Protest at 1 (citing *Texas Eastern Transmission, LP*, 149 FERC ¶ 61,143 (2014) (*Texas Eastern*)).

¹⁰ *Id.* at 6 (citing *Texas Eastern*, 149 FERC ¶ 61,143 at P 122).

¹¹ *Id.* at 7 (citing *Texas Eastern*, 149 FERC ¶ 61,143 at PP 121-122, 128).

20. We accept Millennium's proposed revisions to the definition of *force majeure*. The Commission has long defined the *force majeure* outages for which pipelines need only provide partial reservation charge credits as events that are both "unexpected and uncontrollable."¹² The requirement that an event be unexpected, as well as uncontrollable, in order to qualify as a *force majeure* event has been addressed primarily in the context of determining what outages for maintenance or repairs may qualify as *force majeure* events. For example, in *North Baja Pipeline, LLC v. FERC*,¹³ the court affirmed our requirement that the pipeline provide full reservation charge credits for routine maintenance outages, finding that the Commission had reasonably found that, while such outages might be unavoidable, they are not unexpected.

21. We find that Millennium's proposed definition of *force majeure* complies with the "unexpected and uncontrollable" requirement of Commission policy. Millennium's proposed addition of certain maintenance and repairs to its list of possible *force majeure* events limits the maintenance and repairs that may be treated as a *force majeure* event to "emergency or otherwise *unexpected* non-routine repairs or maintenance activities *not within Transporter's control* [emphasis added]." Thus, consistent with Commission policy, Millennium's proposal requires that outages for maintenance and repairs be both uncontrollable and unexpected in order to qualify as a *force majeure* event. Similarly, Millennium's proposal treats a government-caused outage as a *force majeure* event only if it "is not within Transporter's control and is unexpected."

22. We recognize that Millennium's general definition of a *force majeure* event refers only to "an event beyond the control of the party claiming excuse ... that could not be prevented or overcome by the due diligence of the party claiming the Force Majeure Event," without specifying that the event must also be unexpected. However, that general definition is intended to apply broadly to claims of *force majeure* not only by the pipeline, but also by shippers, including in contexts other than reservation charge credits. We find that it is unnecessary for Millennium to include language concerning the unexpected nature of the event in such a general definition, in light of the express requirements later in in GT&C section 15.1 that outages related to pipeline maintenance and government requirements be both outside the pipeline's control and unexpected.

23. In addition, we find it unnecessary for Millennium's revised definition of *force majeure* regarding governmental regulatory requirements to specify that such a requirement be a "one-time non-recurring event that is not part of the pipeline's routine periodic maintenance program." Millennium's revised definition of *force majeure*

¹² *Tennessee Gas Pipeline Co.*, Opinion No. 406, 76 FERC ¶ 61,022 at 61,088 (1996); *North Baja v. FERC*, 483 F.3d at 823.

¹³ 483 F.3d 819, 823 (D.C. Cir. 2007).

regarding governmental actions, as “the binding order of any court or governmental authority which is not within Transporter’s control and is unexpected,” reasonably sets forth the Commission’s general policy concerning what government actions may qualify as *force majeure* events. As described in the *Texas Eastern* order cited by Direct Energy, the Commission has clarified that under this general policy, we treat outages resulting from one-time, non-recurring government requirements as outside the pipeline’s control and unexpected and thus qualifying as *force majeure* events. However, we treat outages necessitated by compliance with government standards concerning the regular, periodic maintenance activities a pipeline must perform in the ordinary course of business to ensure the safe operation of the pipeline, including PHMSA’s integrity management regulations, as expected and thus not qualifying as *force majeure* events.¹⁴ Millennium’s provision that outages related to government requirements must be outside the pipeline’s control and unexpected to qualify as *force majeure* events effectively incorporates into Millennium’s tariff the Commission’s interpretation of those requirements in orders such as *Texas Eastern*. We thus find that Millennium’s revised definition of *force majeure* is consistent with this Commission policy.

B. Reservation Charge Crediting Provisions

24. Con Edison notes that Millennium proposes to utilize a seven day average of a shippers’ usage to calculate a shippers’ reservation charge credits when prior notice is given of a *force majeure* or non-*force majeure* event. Therefore, Con Edison notes that actual gas delivered to a shipper is a critical input in determining the level of reservation charge credits a shipper receives. Con Edison notes that there may be good cause for a shipper to refuse delivery of gas, for example if Millennium tenders gas that does not meet the gas quality specifications outlined in its tariff. Con Edison states that the Commission has previously held that in instances where a shipper refuses to accept deliveries at its primary delivery point because a pipeline has failed to make deliveries consistent with its obligations under its tariff, the shipper should still be entitled to reservation charge credits.¹⁵ Con Edison states that Millennium’s tariff should be revised to ensure reservation charge credits are provided when a shipper refuses delivery due to Millennium’s failure to meet its tariff obligations, and Con Edison proposes specific revised tariff language in GT&C section 15.5 to address this concern. In its answer, Millennium has agreed to make the tariff change requested by Con Edison. Accordingly, the Commission’s acceptance of Millennium’s filing is subject to the condition that Millennium make the requested change in proposed GT&C section 15.5.

¹⁴ *TransColorado Gas Transmission Co LLC.*, 144 FERC ¶ 61,175, at PP 35-44 (2013); *Gulf South Pipeline Co., LP*, 144 FERC ¶ 61,215, at PP 31-34 (2013).

¹⁵ Con Ed Protest at 3 (citing *NGSA*, 143 FERC ¶ 61,103 at P 38).

25. Con Edison also notes that Millennium has proposed to base reservation charge credits for both *force majeure* and non-*force majeure* events on the volumes Millennium has scheduled and confirmed in instances where it has not provided advance notice of an outage. Con Edison argues that, while the Commission has held that it is acceptable to base reservation charge credits for both *force majeure* and non-*force majeure* events on “confirmable nominations,” it has also stated that this is only acceptable “so long as the pipeline’s inability to schedule service nominated by the shipper is solely due to the failure of an upstream or downstream entity outside the pipeline’s control to confirm the shipper’s nomination.”¹⁶ In addition, Con Edison notes the Commission has further required pipelines to narrow the scope of its exception from crediting nominated amounts not “confirmed” to events outside the pipeline’s control – that is, due to the conduct of a shipper or an upstream or downstream facility operator.¹⁷ Con Edison proposes revised tariff language in GT&C sections 15.3, 15.4, and 15.5 to address this concern. In its answer, Millennium has agreed to make the tariff change requested by Con Edison. Accordingly, the Commission’s acceptance of Millennium’s filing is subject to the condition that Millennium also make those changes.

26. Direct Energy argues that Millennium’s proposal in new GT&C section 15.5(a) to prohibit shippers that fail to comply with the terms of an Operational Flow Order (OFO) issued by Millennium from receiving reservation charge credits is contrary to Commission policy. Direct Energy contends:

Millennium’s prohibition of credits where there is a violation of an OFO should apply only to the amount of the volumes by which the shipper exceeded the OFO level. Otherwise, the proposed language would prohibit any credits if the volumes taken by the shipper exceeded the OFO amount by one Dth.¹⁸

¹⁶ *Id.* at 4 (citing *Gas Transmission Northwest LLC*, 141 FERC ¶ 61,101, at P 42 (2012) (*GTN*) and *Iroquois*, 145 FERC ¶ 61,233 at P 46).

¹⁷ *Id.*

¹⁸ Direct Energy Protest at 7.

Direct Energy quotes *Texas Eastern* as holding that “the issuance of an OFO cannot justify a complete exemption from reservation charge crediting.”¹⁹

27. The Commission rejects this protest. As Millennium notes, the Commission has held that “a tariff provision denying reservation charge credits to a shipper that violates an OFO is reasonable.”²⁰ The Commission has consistently approved substantial penalties for violations of pipeline OFOs. “The Commission’s primary concern with respect to penalties which only apply to conduct that is harmful to the system is that the penalties be high enough to act as an effective deterrent to the harmful conduct.”²¹ For similar reasons, a provision denying reservation charge credits to a shipper that violates a valid OFO is an appropriate way to provide a further deterrent to such potentially harmful conduct.

28. Direct Energy’s reliance on *Texas Eastern* is misplaced. In that case, the Commission found unjust and unreasonable a tariff provision that exempted the pipeline from providing reservation charge credits to any shipper if the pipeline had issued an OFO, regardless of whether the shippers had violated the OFO. Here, by contrast, the pipeline is only providing that shippers who violate an OFO cannot receive reservation charge credits.

C. Voluntary Interruption Commitment Program

29. Direct Energy expresses concern that Millennium’s VIC program is entirely novel, and therefore presents numerous factual and financial issues that Direct Energy believes cannot be addressed by the proposed January 1, 2015 effective date. In particular, Direct Energy notes that “Millennium fails to provide any estimate of the cost of implementation in terms of Millennium personnel required and bidding systems, which presumably would ultimately have to be borne by its customers.”²² Direct Energy asserts that Millennium should be required to describe whether and how it intends to recover the costs of credits it provides, and account for any revenues received, pursuant to the VIC program. Direct Energy also requests historic data, so that Direct Energy can evaluate Millennium’s past spending on the sort of curtailment events that the VIC program would

¹⁹ *Id.* at 7 (citing *Texas Eastern*, 149 FERC ¶ 61,143 at P 135).

²⁰ *Paiute Pipeline Co.*, 139 FERC ¶ 61,089 at P 25.

²¹ *Id.* P 24 (quoting *Columbia Gas Transmission Corp.*, 115 FERC ¶ 61,134, at P 12 (2006)).

²² Direct Energy Protest at 9.

address, and requests a five-month suspension and a rulemaking proceeding to review the data.²³

30. Direct Energy also argues that the VIC proposal “raises policy issues” because it “is entirely discretionary upon Millennium as to whether it will allow the bidding in any particular situation.”²⁴ Direct Energy also expresses concern with the Redemption Notice proposal, under which Millennium may determine, after an auction, that it has recovered too much capacity, and give VIC bidders the choice to keep their agreement or cancel it and restore their capacity.

31. In its answer, Millennium argues that, contrary to Direct Energy’s claims, “there are no ‘factual and policy issues’ raised by the proposal that cannot easily be addressed on the written record.”²⁵ Millennium argues that the defining feature of its proposed VIC program is its voluntary nature. “Because Millennium’s Tariff will retain reservation charge crediting provisions consistent with current Commission policy,” Millennium argues, “no shipper will be made worse off.”²⁶ Millennium also seeks to rebut Direct Energy’s specific claims by explaining that it will manage VIC from a financially separate account, and that administrative costs will be nominal. Millennium rejects Direct Energy’s request for historical data, arguing that it is irrelevant. Millennium provides further detail into how and when it intends to invoke the VIC program. Finally, Millennium argues that Direct Energy’s requests for suspension, technical conference, or other delays are unnecessary, because the record already supports the justness and reasonableness of its tariff filing.

32. The Commission finds that Millennium’s VIC program is just and reasonable. As an initial matter, we find that, as the name “Voluntary Interruption Commitment” suggests, Millennium’s tariff proposal is indeed voluntary. Shippers desiring to continue to receive reservation charge credits consistent with the Commission’s standard reservation charge crediting policies are free to do so, and not participate in the program. Thus, Millennium cannot use the program to reduce or eliminate credits for which a shipper would otherwise be eligible, if the shipper does not wish to participate in the program. However, to the extent shippers do choose to participate in the program, it provides a mechanism under which any loss of primary firm service during a required outage may be focused on those shippers who place the least value on their capacity

²³ *Id.* at 10.

²⁴ *Id.*.

²⁵ Millennium Answer at 13.

²⁶ *Id.*

during that period. This could enable those shippers who place the highest value on their capacity during that period to receive a greater share of their service than they otherwise would. Thus, Millennium's proposed VIC program has the potential to provide significant benefits to shippers, while entailing only minimal risks of adverse effects. Shippers may observe the VIC process for themselves, and if they do not believe that it provides them with any value, they may choose to retain their capacity, along with its underlying right to reservation charge crediting for service interruptions.

33. With regard to the costs of the program, Millennium explains in its answer that it already has in place software and protocols for the conduct of capacity auctions and therefore the marginal costs to implement the VIC will be marginal. In any event, Millennium is not at this time proposing any change in its rates to include the costs associated with the VIC proposal. If Millennium seeks to include such costs in a future general NGA section 4 rate case, it will have the burden to show that the costs were prudently incurred at that time. With regard to the costs of the credits themselves, the Commission has stated that pipelines may reflect the cost of reservation charge credits in their rates in a section 4 rate case either by reducing the billing determinants used to design the pipeline's rates or including a reasonable projection of the recurring cost of providing such credits in the cost of service.²⁷ Therefore, any further consideration of cost recovery is premature until such time as Millennium files a section 4 rate case. Accordingly, we shall not require Millennium to provide any further financial information, or otherwise modify its proposal.

34. We are also not persuaded by Direct Energy's claim that Millennium's proposal provides it too much discretion as to when and whether to initiate a VIC process. As Millennium notes in its Answer, its proposed GT&C section 15.6 does offer some criteria that would structure its discretion over whether and how to conduct a VIC Reverse Open Season. For instance, the tariff limits the use of the VIC program to situations where Millennium is experiencing or predicting a shortfall in service.²⁸ Millennium notes that even in such a situation, it still needs discretion over whether to actually initiate the VIC process, because some outages (such as total outages) could not be resolved or mitigated through a VIC auction; requiring it to initiate an auction against its own judgment, Millennium argues, would harm the pipeline, while using its discretion to decline an auction would cause no harm to shippers.²⁹ Similarly, Millennium argues, the fact that operational conditions can change quickly means that Millennium must have the discretion to cancel unconsummated auctions, or to use the voluntary Redemption Notice

²⁷ *Texas Eastern*, 149 FERC ¶ 61,143 at PP 73-74.

²⁸ Millennium Answer at 18.

²⁹ *Id.* at 19.

process to let Millennium return capacity to shippers in the event that a completed VIC auction turns out to have been unnecessary.³⁰ Pipelines always have a range of possible tools for ameliorating the costs of, or chances of, a service outage. Especially when those tools are purely voluntary like VIC, we find no harm in giving pipelines discretion as to how to manage their own system.

The Commission orders:

The tariff records listed in the appendix are accepted, effective January 1, 2015 as proposed, subject to Millennium submitting a compliance filing, within 15 days of the date of this order, consistent with the discussion in this order.

By the Commission.

(S E A L)

Nathaniel J. Davis, Sr.,
Deputy Secretary.

³⁰ *Id.* at 19-20.

Appendix

Millennium Pipeline Company, LLC
FERC NGA Gas Tariff
Millennium Tariffs

[Rate Schedules, Section 1. FT-1, 2.0.0](#)

[Rate Schedules, Section 2. FT-2, 2.0.0](#)

[Rate Schedules, Section 3. BH-1, 2.0.0](#)

[Rate Schedules, Section 4. HT-1, 2.0.0](#)

[Gen. Terms and Conditions, Section 7. Capacity Allocation, 2.0.0](#)

[Gen. Terms and Conditions, Section 14. Release and Assignment of Service Rights, 3.0.0](#)

[Gen. Terms and Conditions, Section 15. Force Majeure, Reservation Charge Credits,
VICs, 1.0.0](#)

[Service Agreement Forms, FT-1, FT-2, BH-1 and HT-1, 4.0.0](#)

[Service Agreement Forms, Voluntary Interruption Commitment, 0.0.0](#)

[Miscellaneous Forms, Form of Assignment Agreement, 1.0.0](#)

[Miscellaneous Forms, Informational Posting Form for Prearranged Assignments, 1.0.0](#)