

WGL is directed to file the information directed herein with 30 days of the date of this order.

I. Background

3. Mountaineer's complaint arises from the following undisputed facts. WGL is a local distribution company (LDC) operating a closed loop pipeline in Virginia, known as the Shenandoah System. All gas transported on the Shenandoah System is received from Columbia Gas at two receipt points on the Shenandoah System: Nineveh and Cedar Creek.

4. WGL provides non-jurisdictional local distribution service on the Shenandoah System to its approximately 19,000 retail customers. WGL also provides interstate transportation service over the Shenandoah System to Mountaineer under a limited jurisdiction certificate issued under section 284.224 of the Commission's regulations.² Mountaineer is an LDC operating solely within the State of West Virginia, serving approximately 6,000 commercial and residential customers in and near the City of Martinsville, West Virginia.³

5. The FITSOS governs WGL's service to Mountaineer and requires Mountaineer "to arrange for the delivery of [its] gas to the [Nineveh⁴] Receipt Point utilizing" Columbia Gas. WGL then transports Mountaineer's gas for delivery to Mountaineer at the Virginia/West Virginia state line on the northern end of the Shenandoah System. WGL's deliveries to Mountaineer are measured by a meter owned by WGL and located in Clearbrook, Virginia. The FITSOS requires Mountaineer to pay reservation and usage charges for this transportation service. In addition, Article IV(F) of the FITSOS provides that the "Shipper shall compensate WGL for actual LAUF volumes adjusted annually on November 1." In each annual filing, WGL calculates the revised LAUF retention percentage based on its actual LAUF during the annual period ending on the preceding August 31. WGL also has a FITSA with Mountaineer, which provides that WGL

² See *Shenandoah Gas Co.*, 44 FERC ¶ 61,108 (1988).

³ See *Shenandoah Gas Co.*, 87 FERC ¶ 62,276 (1999). Since this time, Shenandoah Gas transferred its remaining facilities and its obligations on February 28, 2000, to WGL, notably the FITSOS and FITSA described herein. See *Shenandoah Gas Co. and Washington Gas Light Co.*, 90 FERC ¶ 61,208 (2000).

⁴ FITSOS Paragraphs I, J. and IV. G. The FITSOS also permits Mountaineer to use the Cedar Creek receipt point "in times of emergency as a back up Receipt Point." FITSOS Paragraph I. J.

will: (1) receive gas on behalf of Mountaineer at the receipt points from Columbia Gas; (2) transport gas through the Shenandoah System; and (3) deliver the gas to Mountaineer at the Virginia/West Virginia State boundary.⁵

6. During the period 2003 through 2009, WGL's LAUF retention percentage ranged from 0.58 percent to 0.855 percent. From 2009 through 2011, WGL's LAUF retention percentage ranged from 1.18 percent to 1.22 percent.

7. In the fall of 2011, as it was preparing to make its LAUF filing, WGL determined that there had been a nine percent increase in LAUF on the Shenandoah System. On October 31, 2011, WGL sent a letter notifying the Commission and Mountaineer that the annual LAUF filing due on November 1, 2011, would be delayed while it investigated the increase in LAUF and that it hoped to file by December 1, 2011.⁶ WGL stated that, when it did make the filing to update its LAUF filing, it would seek to make the revised rate effective on November 1, 2011. On November 30, 2011, WGL sent a second letter informing the Commission and Mountaineer that its filing would be further delayed.

8. Mountaineer states that, between October 2011 and November 2012, it cooperated with WGL to investigate and resolve measuring discrepancies at Clearbrook and shared the cost of installing an ultrasonic check meter.

9. On November 9, 2012, WGL filed two applications to adjust its LAUF retainage percentage. In Docket No. PR13-6-000, WGL sought to recover 914,954 Dth of natural gas from Mountaineer, as LAUF resulting from the failure of its meter at Clearbrook to measure all the natural gas that it actually delivered to Mountaineer. WGL asserted its investigation showed that during the September 2009 through August 2010 annual period used to calculate the LAUF retention percentage it implemented effective November 1, 2010,⁷ it delivered to Mountaineer 373,937 Dth more natural gas than it had previously thought. In addition, WGL stated that, during the September 2010 through August 2011 annual period used to calculate the LAUF retention percentage for the delayed LAUF update filing that should have taken effect on November 1, 2011, it delivered to Mountaineer 541,017 Dth more than it had previously thought. WGL proposed to treat both these amounts as LAUF, and recover these amounts through LAUF retention percentages of 21.48 percent and 26.21 percent respectively. In addition, in Docket

⁵ See *Shenandoah Gas Co.*, 88 FERC ¶ 61,215 (1999) (*Shenandoah Gas*).

⁶ See WGL Transmittal at 1, Docket No. PR10-105-000 (filed Oct. 31, 2011).

⁷ WGL made its 2010 LAUF filing in Docket No. PR11-74-000, and that filing was accepted in a delegated letter order issued on April 27, 2011.

No. PR13-7-000, WGL proposed a 2012 LAUF retention percentage of 3.63 percent. Mountaineer protested both filings.

10. On October 31, 2013, the Commission issued an order that rejected WGL's LAUF filing in Docket No. PR13-6-000 and accepted WGL's Docket No. PR13-7-000 3.63 percent 2012 LAUF retention percentage.⁸ Specifically, the Commission rejected WGL's proposal in Docket No. PR13-6-000 to recover as LAUF the 914,954 Dth of natural gas WGL claimed it actually delivered to Mountaineer during the two-year period September 2009 through August 2011. The Commission found that natural gas delivered to a customer is neither lost nor unaccounted for and therefore, such gas may not be recovered pursuant to the LAUF provisions of a pipeline's tariff. The Commission opined that this situation is distinguishable from cases where it has allowed pipelines to recover prior period adjustments as LAUF to correct metering errors "for the simple reason that in those cases correction of the meter or other accounting error caused the pipeline's LAUF to increase, whereas in this case correction of the meter error causes the pipeline's LAUF to decrease."⁹ The Commission also pointed out that it is only when a shipper takes more natural gas from WGL than it arranges to have placed on WGL's system that WGL could be entitled to recover the cost of that gas from the shipper. But the Commission stated that this recovery would be governed by WGL's imbalance provisions, not its LAUF provisions. The Commission, however, made no finding concerning whether WGL may be entitled to recover any of the 914,954 Dth as an imbalance.

11. On November 1, 2013, WGL filed a revised tariff record in Docket No. PR14-5-000, which reduced its LAUF retention percentage somewhat from 3.63 percent to 3.36 percent (2013 LAUF filing). Mountaineer did not protest that filing. The Commission accepted the 2013 LAUF filing on December 19, 2013.

12. On August 8, 2014, WGL sued Mountaineer in U.S. District Court for the Western District of Virginia for the 914,954 Dth and associated transportation rates unrecovered in the 2012 LAUF Proceedings, as well as additional unmeasured volumes WGL asserted it delivered to Mountaineer from September 2011 through August 2012. This case is currently pending before the District Court.

⁸ *Washington Gas Light Co.*, 145 FERC ¶ 61,092 (2013) (2013 WGL LAUF Order).

⁹ *Id.* P 29.

II. WGL's LAUF Filing in PR15-5-000

13. On October 31, 2014, WGL made its annual LAUF filing in Docket No. PR15-5-000, related to the gas transportation service for Mountaineer. WGL proposed to reduce its LAUF retention percentage from 3.36 percent to 2.49 percent, effective November 1, 2014. WGL stated that it determined the revised LAUF retention percentage based on actual LAUF incurred during the 12 months September 1, 2013 through August 31, 2014.

A. Public Notice and Protest

14. Notice of the WGL LAUF filing was issued on November 5, 2014, with protests or interventions due on or before November 21, 2014. On November 21, 2014, Mountaineer filed a motion to intervene and protest.¹⁰ Pursuant to Rule 214,¹¹ 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 the proceeding or place additional burdens on existing parties.

15. On December 8, 2014, WGL filed a reply to Mountaineer's protest in Docket No. PR15-5-000. Rule 213(a)(2) of the Commission's Rules of Practice and Procedure (18 C.F.R. § 385.213(a)(2) (2014)) prohibits answers to protests unless otherwise ordered by the decisional authority. In this case, the Commission will accept WGL's reply because it assisted us in our decision-making process.

B. Mountaineer Protest and WGL Reply

16. In its protest of WGL's LAUF filing, Mountaineer states that WGL's submission does not contain sufficient explanation or supporting detail to demonstrate that the proposed LAUF adjustment is fair and equitable. Mountaineer asserts that WGL may be seeking to recover gas that was attributable to the faulty Clearbrook Meter that the Commission has previously determined is not recoverable through the LAUF rate. Mountaineer states that, given the ongoing issues with the Clearbrook Meter and the erroneous measurement of gas issues surrounding WGL's Shenandoah System, WGL must explain thoroughly how it derived the quantity it attributed for retail billings to Mountaineer. Moreover, Mountaineer states that, to the extent WGL's retail meters to its 19,000 customers had significant metering errors or other events resulting in

¹⁰ Mountaineer's protest also included a complaint, which it subsequently refiled in a separate docket, as described below.

¹¹ 18 C.F.R. § 385.214 (2014).

significant natural gas loss on its distribution system, those quantities should not be included in the LAUF calculation. Finally, Mountaineer requests that this matter be set for hearing to determine whether WGL's proposed LAUF adjustment was calculated correctly, fairly, and equitably.

17. In its reply, WGL states that Mountaineer is not protesting the formula for computing WGL's LAUF but rather it requests explanations of the terms employed in the computation to determine whether the 2014 LAUF has been calculated fairly and equitably. WGL asserts that it has always been available to Mountaineer to discuss a filing or answer questions regarding its LAUF filings. WGL states that it has used the same measurement data in past filings to calculate its LAUF adjustment and that its proposed 2.49 percent LAUF for service to Mountaineer is well within the range of LAUF experienced on the Shenandoah System. WGL argues that the issue before the Commission is a narrow one: whether the LAUF percentage presented has been calculated consistently with the actual experience for the prior 12-month period ending August 2014. Accordingly, WGL requests that the Commission dismiss the allegations in Mountaineer's protest and accept its 2014 LAUF filing.

III. Mountaineer Complaint

18. On December 2, 2014, Mountaineer refiled the complaint listed in its November 21, 2014, protest in Docket No. RP15-238-000. In the complaint, Mountaineer requests that the Commission require WGL to modify the FITSOS and FITSA to include: (1) a provision for the correction of meter errors; and (2) a tracker/true-up mechanism for the recovery of LAUF.

A. Public Notice and Answer

19. Notice of Mountaineer's complaint was issued on December 3, 2014, with interventions and protests due on December 22, 2014. Pursuant to Rule 214,¹² 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. On December 22, 2014, WGL filed an answer to the complaint.

B. Meter Error Provision

20. In its complaint, Mountaineer states that it and WGL have been unable to resolve their differences concerning the over delivered quantities of natural gas caused by errors

¹² 18 C.F.R. § 385.214 (2014).

at the Clearbrook Meter or the appropriate remedy under the FITSA. Mountaineer and WGL are at odds with whether Mountaineer's FITSA has a provision addressing the correction of meter errors. Mountaineer argues that it interprets the FITSA to incorporate by reference the meter error provisions from Columbia Gas FERC Gas Tariff. Mountaineer contends that Section X(C)(Measurement) of the FITSA addresses the meter issue. Section X(C) states, in relevant part:

The parties agree to use their best efforts and their rights under transportation agreements with interstate pipelines to obtain necessary measurement data and records to verify the accurate measurement of receipts and deliveries hereunder, including the taking of appropriate steps to correct any inaccurate readings as soon as possible. The parties agree to be bound by the proper implementation of FERC approved Tariffs of [Mountaineer's] Transporter regarding the measurement of receipts under this Agreement. At the end of a month, Seller and Buyer shall take all necessary action to eliminate any over or under-recovery imbalance.¹³

21. Section 26.12 of Columbia Gas' General Terms and Conditions (GT&C) provides, in part, that if a test shows a meter error in excess of two percent, the error shall be corrected to zero error for any period which is known definitely or agreed upon, "but in case the period is not known definitely or agreed upon, such correction shall be for a period extending over one half of the time elapsed since the date of the last test, not exceeding a correction period of 16 days."

22. Mountaineer contends that Article X(C) applies Columbia Gas' meter error provision not only to the measurement of Columbia Gas' deliveries of natural gas to WGL at Nineveh and Cedar Creek, but also to WGL's deliveries of natural gas to Mountaineer as measured at Clearbrook. WGL, on the other hand, according to Mountaineer, denies that Article X(C) of the FITSA incorporates and applies the Columbia Gas meter error provision to the measurement of WGL's deliveries to Mountaineer by the Clearbrook Meter on the Shenandoah System.

23. Mountaineer contends that every WGL state retail tariff includes a meter error provision.¹⁴ Among other things, Mountaineer states the state retail tariffs provide that, if a meter is found to under-measure deliveries, WGL may bill the customer one half of the

¹³ WGL Answer at 6.

¹⁴ Mountaineer Complaint at 8. In support of its assertion, Mountaineer attached to its Complaint "Exhibit C" which contains WGL's state gas tariffs meter error provisions.

unbilled under-charge for a period of twelve months, unless the meter has been tested within the twelve month period, in which event WGL may bill the customer one-half of the unbilled undercharge for the period since the meter was last tested.

24. Mountaineer argues that WGL has an obligation under sections 284.224(e)(1) and 284.123 of the Commission's regulations to provide service under fair and equitable rates and charges, which includes its terms and conditions of service. Mountaineer contends that fair and equitable means that WGL should treat Mountaineer in a non-discriminatory manner compared to its state retail customers, who have the benefit of a meter error provision in their state retail tariffs. Furthermore, Mountaineer asserts that the FITSA and FITSOS should be clarified to avoid any ambiguity that may exist with regard to the applicability of the meter error provision. Therefore, Mountaineer requests that the Commission issue an order directing WGL to either: (1) amend the FITSA and FITSOS to clarify that the Columbia Gas meter error provision applies to meter errors at Clearbrook; or (2) file a non-discriminatory meter error provision for the FITSA and FITSOS for Commission consideration and approval.

25. In its answer, WGL asks the Commission to reject Mountaineer's request that WGL be obligated to file a non-discriminatory meter error provision for the FITSA and FITSOS for Commission consideration and approval. First, WGL asserts that Article X(C), included in the FITSA, is a reasonable measurement provision. WGL states that article requires the parties to take "appropriate steps to correct any inaccurate readings as soon as possible" and to "take all necessary action to eliminate any over or under-recovery imbalance."¹⁵ WGL argues that Article X(C) was approved by the Commission.¹⁶

26. WGL states Mountaineer suggests that, whether the terms of the interstate service it negotiated are fair is to be determined by comparing Article X(C) of the FITSA to WGL's state tariffs for retail service. WGL contends, however, that Mountaineer cites no authority for its claim that state tariffs and interstate contracts should be required to have consistent terms. In fact, WGL argues that Commission regulations contemplate that a company, such as WGL, providing an interstate service may rely on state schedules or file for Commission approval of rates and charges that may be different from the state-

¹⁵ WGL Answer at 3, n.4.

¹⁶ WGL Answer at 6 (citing *Shenandoah Gas*, 88 FERC ¶ 61,215; *Washington Gas Light Co.*, delegated letter order in Docket No. PR03-5-001 (July 21, 2003)).

approved terms of service.¹⁷ WGL contends that Mountaineer and WGL opted for contracts that were different from WGL's state retail approved terms of service.

27. WGL states that Mountaineer failed to establish that the discrimination alleged was "undue" as Commission's policy only prohibits undue discrimination.¹⁸ WGL alleges that, because Mountaineer is WGL's only interstate customer, it receives a unique service under terms negotiated by the parties. WGL claims no other WGL customer is similarly situated. WGL further argues that Mountaineer cites to retail tariffs meant to protect small customers without a detailed knowledge of the industry and its practices, while the FITSA was entered into between two entities in the natural gas distribution business.

28. Finally, WGL urges the Commission to reject Mountaineer's request for the Commission to amend the FITSA and FITSOS to clarify that the Columbia Gas meter error provision applies to meter errors at Clearbrook.

C. LAUF Tracker

29. In its complaint, Mountaineer further requests that the Commission order WGL to implement a LAUF tracker, including a provision to true up over and under recoveries so that neither WGL nor Mountaineer benefits or suffers economic harm from the LAUF mechanism. WGL states that, "during WGL's calculation period of September 2013 to June 2014, WGL has recovered (including both throughput and retainage) over 197,000 Mcf of natural gas more than Mountaineer billed to its customers – with ample consideration given to LAUF and company-use gas on Mountaineer's distribution system."¹⁹ Mountaineer argues that the result of this over-billing is that WGL is also over-recovering LAUF on those significant over-billed quantities.

30. Mountaineer asserts that numerous pipelines have such trackers.²⁰ Mountaineer states that WGL's own interpretation of the FITSOS is that WGL can make prior period

¹⁷ WGL Answer at 6 (citing 18 C.F.R. § 284.123(b) (2014)).

¹⁸ WGL Answer at 6 (citing 18 C.F.R. §§ 284.7(b)(1) and 284.9(b) (2014), which require intrastate pipelines performing section 311 service to do so without undue discrimination or preference.).

¹⁹ Mountaineer Complaint at 9. Mountaineer submitted an exhibit labeled "Exhibit D" which it states shows WGL's over-billings to Mountaineer.

²⁰ Mountaineer Complaint at 9 (citing *Colorado Interstate Co.*, 115 FERC ¶ 61,322 (2006)).

adjustments to recover LAUF.²¹ Mountaineer argues that, if this is correct, it is unfair to allow WGL to recover uncollected LAUF but to profit if it over-collects LAUF. Mountaineer contends that a tracker eliminates that inequity and a true-up mechanism would protect both parties.

31. In its answer, WGL states that Mountaineer fails to show that a LAUF tracker is necessary. WGL argues that Mountaineer's overbilling claim is inaccurate and is irrelevant to the issue of the calculation of LAUF. WGL asserts that its answer to Mountaineer's protest in Docket No. PR15-5-000 included affidavits that rebutted Mountaineer's overbilling claims. Moreover, WGL contends that Mountaineer's Exhibit D to its complaint alleging overbilling is incomplete and appears to include fundamental errors.

32. WGL also contends that the Commission has already approved the LAUF mechanism in WGL's FITSOS and found it to be fair and equitable.²² WGL argues that Mountaineer has presented no evidence that either the methodology or calculation of LAUF by WGL is inaccurate. WGL states the current mechanism is based on actual unaccounted for gas as determined by WGL each year. The base period for that calculation is the 12 months from September through August immediately before each annual LAUF filing and the actual data for that period is the basis for the new LAUF retainage percentage that becomes effective each November 1.

33. Finally, WGL argues that a tracker with a true-up mechanism would impose additional administrative burdens and costs on WGL by requiring it to calculate under- or over- recoveries from the actual experienced levels. WGL asserts Mountaineer has not shown that these added costs would be justified given the relatively small volume of throughput on this contract compared to major natural gas pipeline companies that do incorporate true-up provisions in their LAUF tariff mechanisms. WGL argues that, because a change in the LAUF tracking mechanism would involve additional costs, the appropriate forum for Mountaineer to have raised this issue was in the cost and revenue

²¹ Mountaineer Complaint at 9 (citing WGL Transmittal dated November 9, 2012, in Docket No. PR13-6-000 at 6, "The FITSOS language clearly places no specific limitation on the period over which lost and unaccounted-for gas may be recovered.").

²² WGL Answer at 8 (citing *See Washington Gas Light Co.*, Docket No. PR03-5-001 (July 21, 2003) (delegated letter order)).

study that WGL completed and filed earlier this year,²³ where all additional costs involved in the proposal could be balanced against the added work required to true-up flows and LAUF on the Shenandoah System. Therefore, WGL requests that the Commission dismiss Mountaineer's complaint.

IV. Discussion

34. In the FITSOS, LAUF is defined as the difference between the natural gas received from Columbia Gas at Nineveh and Cedar Creek receipt points less the natural gas delivered to Mountaineer at the Clearbrook delivery point and gas delivered to WGL's retail customers. From 2003 until 2011, this calculation resulted in LAUF retention percentages of 1.22 percent or less. However, WGL's 2012 through 2014 LAUF filings have included LAUF retention percentages of 3.63 percent, 3.36 percent, and 2.49 percent, respectively. The sharp increase in WGL's LAUF retention percentages coincided with WGL's acknowledgement of problems with the Clearbrook Meter on its Shenandoah System.²⁴ While WGL's 2014 LAUF filing proposes to reduce the LAUF retention percentage to 2.49 percent, that percentage is still over twice WGL's average LAUF retention percentage prior to 2011.

35. Mountaineer has raised issues in its complaint and its protest in Docket No. PR15-5-000 with regard to the Clearbrook Meter and the LAUF volumes on WGL's Shenandoah System that warrant further investigation by the Commission. Among other things, Mountaineer raises issues with respect to WGL's calculation of the LAUF percentage, including how WGL allocates LAUF as between its interstate customer, Mountaineer, and WGL's intrastate retail customers. In order to resolve these issues, the Commission requires additional information from WGL concerning how it calculates LAUF and the raw data that underlies those calculations. Therefore, the Commission requires WGL to provide the information specified below. In addition, the Commission defers action on Mountaineer's complaint until such time as it has received WGL's responses to these data requests, because the information provided could inform our decision as to whether, and if so how, the existing FITSOS and FITSA provisions concerning the determination of LAUF should be modified.

²³ WGL Answer at 8. WGL states that, on January 23, 2014, it filed revised rates in Docket No. PR14-16-000. The case was resolved when it filed further revised rate on May 21, 2014, in Docket No. PR14-16-001 in accordance with 18 C.F.R. § 284.123(g) (2014), to be effective February 1, 2014. The rates, became effective by operation of law on June 11, 2014.

²⁴ See, e.g., *Washington Gas*, 145 FERC ¶ 61,092 at PP 7-9.

36. Therefore, the Commission requires WGL to provide the additional factual information described below. Specifically, the Commission seeks to obtain each individual meter reading, the location of each meter on the Shenandoah System, and the methodology and individual calculations done to determine the LAUF.

Question 1) Please provide a system map or series of maps of the Shenandoah System and all the metering points downstream from the two Columbia Gas receipt points. WGL's retail meters may be bundled together but not larger than in groups of five hundred meters. This information should include at a minimum the three city gate metering facilities, any and all check meters, and all retail meters. Clearly identify each meter point and its location.

Question 2) Please provide for each of the last 36 months, the meter readings for every individual meter identified in Question 1. Provide each individual meter reading, i.e. do not aggregate any individual meter readings. For each meter reading, provide the read dates and times, if the time is available. In summary for each meter for each month provide the following:

- a. Meter identification number;
- b. Account number;
- c. Quantity of gas;
- d. Billing units, e.g., therms, CCF, Dth, MCF, etc.;
- e. Note whether the reading was actual or estimated;
- f. Note any adjustment factors or methodologies to derive current months quantity of gas;
- g. The quantity of estimated was delivered in the current calendar month from the current month's meter reading;
- h. The quantity of estimated was delivered in the prior calendar month from the current month's meter reading;
- i. The identification number the closest upstream meter; and
- j. Identify by name or index the metering points provided in the Shenandoah System map from Question 1.
- k. Submit the data in a machine readable format either in Microsoft Excel or Access and include all supporting documents. The submitted file(s) should include formulas and links intact.

Question 3) Submit work papers showing the LAUF calculations and provide a detailed explanation for what was done, including but not limited to converting retail billing cycle data to calendar month data. Include any

adjustments or conversions made and justify the each adjustments or conversions.

37. Responses to this data request are due no later than 30 days from the date of this order.²⁵ Mountaineer or any other parties who wish to file an answer to WGL's responses must do so within 45 days of the date of this order; subsequent answers shall not be permitted. All responses must be filed via the Commission's eFiling system in native electronic format, and must be accompanied by one or more affidavits attesting to the truthfulness, completeness, and accuracy of the responses. Mountaineer and WGL are directed to preserve and maintain any and all documents or information related to the subject matter of the complaint in these dockets.

The Commission orders:

(A) WGL shall respond to the data request presented above within 30 days of the date of this order.

(B) Mountaineer and any other parties may file answers to WGL's responses within 45 days of the date of this order.

By the Commission.

(S E A L)

Nathaniel J. Davis, Sr.,
Deputy Secretary.

²⁵ See, e.g., *Chevron U.S.A. Inc. v. Kinder Morgan Louisiana Pipeline LLC*, 146 FERC ¶ 61,104 (2014); *Allegheny Electric Coop., Inc., et al. v. PJM Interconnection, L.L.C.*, 119 FERC ¶ 61,165 (2007) (compelling the respondent to answer a data request to resolve a complaint).