

155 FERC ¶ 61,119  
UNITED STATES OF AMERICA  
FEDERAL ENERGY REGULATORY COMMISSION

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

Alliance Pipeline L.P.

Docket No. RP16-240-002  
Docket No. RP16-289-000

ORDER DENYING REHEARING

(Issued April 29, 2016)

**I. Background**

1. In a December 30, 2015 order, the Commission accepted certain tariff records filed by Alliance Pipeline L.P. (Alliance) to implement new negotiated rate service agreements under Rate Schedule FT-1 and rejected other tariff records.<sup>1</sup> In particular, the Commission rejected those tariff records associated with Contract No. 1000467, finding that, by its terms, it was never a superseding contract, has been rescinded by BP Canada Energy Marketing Corp. (BP) as an error, and was contrary to the Commission's November 19, 2015 order in Docket No. RP15-1002-001 which preserved the negotiated rate for Authorized Overrun Service (AOS) in transportation agreements such as Contract No. US5025P-12 between BP and Alliance.

2. On January 29, 2016, Alliance requested rehearing of the Commission's December 2015 Order. Alliance contends the Commission erred in finding that Contract No. US5025P-12 remained valid and was not superseded by Contract No. 1000467. In support, Alliance recounts communications with BP that purportedly establish the parties' mutual understanding that Contract No. 1000467 was meant to replace Contract No. US5025P-12.

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<sup>1</sup> *Alliance Pipeline L.P.*, 153 FERC ¶ 61,362 (2015) (December 2015 Order).

## II. Commission Determination

3. In the December 2015 Order, the Commission explained that Contract No. 1000467 “twice contains the abbreviation for ‘not applicable’ in the fill-in-the-blank space for listing any superseded agreements. Thus, by its own terms, the contract cannot replace an existing contract.”<sup>2</sup>

4. Alliance’s request for rehearing does not address these findings. Instead, Alliance relies on extrinsic evidence of the parties’ negotiating history. However, where “a contract is not ambiguous, extrinsic evidence cannot be used as an aid to interpretation. If the intent of the parties on the particular issue is clearly expressed in the document, that is the end of the matter.”<sup>3</sup> Accordingly, the Commission need not consider Alliance’s extrinsic evidence.

5. Alliance’s request does not raise any other matters warranting any change to, or modification of, the December 2015 Order. Accordingly, the request for rehearing is denied.

By the Commission.

( S E A L )

Kimberly D. Bose,  
Secretary.

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<sup>2</sup> *Id.* P 13; *See also id.* P 13 (“the new agreement was expressly executed as inapplicable for consideration as a superseding agreement”).

<sup>3</sup> *Iberdrola Renewables, Inc. v. FERC*, 597 F.3d 1299, 1304 (D.C. Cir. 2010) (internal citations omitted).