

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, D.C. 20426

April 26, 2006

In Reply Refer To:
Dominion Transmission, Inc.
Docket No. RP06-286-000

Dominion Transmission, Inc.
120 Tredegar Street
Richmond, VA 23219

Attention: Mabelle F. Grim
Manager, Regulatory & Pricing

Reference: Revised Tariff Sheets

Dear Ms. Grim:

1. On March 31, 2006, Dominion Transmission, Inc. (Dominion) submitted revised tariff sheets¹ to modify certain pro forma service agreements and make other conforming and ministerial changes to its tariff. The Commission accepts the proposed tariff sheets to become effective May 1, 2006, as requested and denies a request for clarification by an intervening party.
2. Specifically, Dominion states that the proposed revised tariff sheets change the evergreen and the notice of termination provisions in its firm transportation and capacity release form of service agreements to allow the agreements to be used for agreements with a term of less than a year or agreements that are not subject to a right of first refusal.

¹ Fourth Revised Sheet No. 0, Second Revised Sheet No. 1149, Second Revised Sheet No. 1150, First Revised Sheet No. 1151, First Revised Sheet No. 2051, First Revised Sheet No. 2150, Second Revised Sheet No. 2151, First Revised Sheet No. 2152, Third Revised Sheet No. 2153, First Revised Sheet No. 2155, Sheet No. 2156 and Second Revised Sheet No. 2501 to FERC Gas Tariff, Third Revised Volume No. 1.

Dominion states that it is proposing to modify the term provisions to allow for a month-to-month evergreen provision and a prior termination notice of either a one-, two-, three-, or twelve-month period.

3. Further, Dominion states that it is making ministerial changes to its form of service agreement applicable to the capacity release program as well as other relevant changes to the General Terms and Conditions (GT&C) of its tariff as it applies to the capacity release program. Dominion states that, currently, any bidder seeking capacity at terms that meet or exceed the minimum terms of the release must post its completed bid on its electronic bulletin board and its pro forma capacity release agreement refers to the bid agreement as a separate attachment. Dominion states that it proposes to eliminate the separate bid agreement attachment to Dominion's pro forma capacity release agreement and clarify that these electronic bids for released capacity on its electronic bulletin board will serve as executed bid agreements and if awarded, will serve as a binding contract. Dominion also states that it is proposing corresponding changes to section 23 of its GT&C (Capacity Release) and its pro forma capacity release agreement to implement these electronically submitted bid agreement procedures.

4. Finally, Dominion states that it is proposing to add standard "Regulatory Approval" language to the current capacity release form of service agreement, to add a maximum contract quantity provision, which is missing from the Title Transfer Tracking (TTT) form of service agreement, and to revise the job title of the contact individual listed on the cover sheet of its tariff, Sheet No. 0.

5. Public notice of Dominion's filing was issued April 5, 2006, with interventions and protests due as provided in section 154.210 of the Commission's regulations (18 C.F.R. § 154.210 (2005)). Pursuant to Rule 214 (18 C.F.R. § 385.214 (2005)), all timely filed motions to intervene and any motions to intervene out-of-time filed before the issuance date of this order are granted. Granting late intervention at this stage of the proceeding will not disrupt the proceeding or place additional burdens on existing parties. KeySpan Delivery Companies (KeySpan) filed a request for clarification which is discussed below.

6. KeySpan states that it does not oppose any of the changes proposed by Dominion in its tariff filing. However, KeySpan asserts that, within the proposed "Form of Service Agreement Applicable to the Capacity Release Program,"² Dominion does not clearly

² KeySpan states that it is its understanding that capacity which is permanently released must be contracted for under the "Form of Service Agreement Applicable to the Capacity Release Program," and not under the form of service agreement applicable to the type of firm capacity which has been permanently released. Key Span's understanding is correct.

state that, unless otherwise noted in the service agreement, a replacement shipper receiving firm capacity under a permanent release is subject to the same terms and conditions which governed the service received by the releasing shipper.³ KeySpan claims that unless Dominion and the replacement shipper agree, a replacement shipper receiving firm transportation (FT) service must be subject to the same FT service terms and conditions that governed the releasing shipper's FT service. Further, KeySpan claims that such a requirement is necessary to ensure that the form of service agreement applicable to the capacity release program does not create ambiguity as to contractual obligations. Therefore, KeySpan requests that the Commission require Dominion to clarify that, unless otherwise established in the form of service agreement, replacement shippers receiving firm capacity are subject to the same terms and conditions governing the service received by the releasing shipper.

7. The Commission finds that the proposed changes are reasonable. Further, the Commission finds that Dominion's current tariff already is sufficiently clear that a replacement shipper will be subject to the same terms and conditions governing the service received by the releasing shipper. Article IV ("Incorporation By Reference of Tariff Provisions") of Dominion's existing "Form of Service Agreement Applicable to the Capacity Release Program"⁴ provides as follows:

To the extent not inconsistent with the terms and conditions of this Agreement, the following provisions of Pipeline's effective FERC Gas Tariff, and any revisions thereof that may be made effective hereafter are hereby made applicable to and a part hereof by reference:

1. All of the provisions of the Rate Schedule applicable to the Service Agreement under which Customer has received released capacity, or any effective superseding rate schedule or otherwise applicable rate schedule; and

2. All of the provisions of the General Terms and Conditions, as they may be revised or superseded from time to time.

³ KeySpan references Dominion's proposed First Revised Sheet No. 2152.

⁴ See Original Sheet No. 2152 to Dominion's FERC Gas Tariff, Third Revised Volume No. 1.

8. Dominion does not propose to modify the currently effective pro forma service agreement language stated above. Therefore, the Commission accepts Dominion's proposed revised tariff sheets, effective May 1, 2006, as requested, without condition, and denies KeySpan's request for clarification.

By direction of the Commission.

Magalie R. Salas,
Secretary.