

121 FERC ¶ 61,161
UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: Joseph T. Kelliher, Chairman;
Sudeen G. Kelly, Marc Spitzer,
Philip D. Moeller, and Jon Wellinghoff.

Colorado Interstate Gas Company

Docket Nos. RP07-320-000
RP07-320-001

ORDER FOLLOWING TECHNICAL CONFERENCE

(Issued November 13, 2007)

1. On February 28, 2007, as supplemented on April 30, 2007, Colorado Interstate Gas Company (CIG) filed a revised tariff sheet¹ to reflect the quarterly adjustment to its lost and unaccounted-for (L&U) and other fuel gas reimbursement percentage, which included certain losses from CIG's Fort Morgan storage field. On March 30, 2007, the Commission issued an order² accepting and suspending the tariff sheets, to become effective April 1, 2007, subject to a technical conference established to address the issues raised by the filing. The technical conference was held on May 8, 2007. Based on further review of the filing and comments on the technical conference, the Commission finds that the Fort Morgan losses are not properly recoverable as part of CIG's L&U and other fuel gas reimbursement percentage. The Commission therefore accepts CIG's tariff sheet effective on April 1, 2007, subject to CIG filing, within fifteen days of the date of issuance of this order, a revised tariff sheet to conform with this order, by removing the subject losses from its quarterly adjustment.

I. Background

2. In its February 28, 2007 filing, CIG stated that the proposed increase in the L&U and other fuel gas reimbursement percentage was a result of, among other things, a loss of 451,000 Dth of gas due to a down-hole failure of casing equipment on its Fort Morgan storage injection/withdrawal well number 26. In its April 30, 2007 supplemental filing, CIG stated that an independent consultant's evaluation of the Fort Morgan gas loss

¹ Forty-Fourth Revised Sheet No. 11A of its FERC Gas Tariff, First Revised Volume No. 1.

² *Colorado Interstate Gas Co.*, 118 FERC ¶ 61,265 (2007).

supports CIG's initial estimate of the loss of 430 MMcf (451,000 Dth) while noting that an additional 290 MMcf may also have been lost. CIG stated that a final determination of the total amount of gas lost cannot be made until further analysis is completed later this year.

3. On March 12, 2007, Indicated Shippers³ filed a protest arguing that: (1) CIG had not adequately explained the circumstances surrounding the gas loss at the Fort Morgan storage field; (2) the Fort Morgan storage gas loss is not recoverable as L&U and other fuel gas because the Commission has found that L&U and other fuel gas consists of gas that is lost or unaccounted-for as part of a pipeline's normal operations and that such lost or unaccounted-for gas cannot be precisely attributed to a specific cause; (3) CIG must absorb the cost of the gas lost at the Fort Morgan storage field under the liability provisions of the General Terms and Conditions (GT&Cs) of CIG's tariff, including section 17.1⁴ and section 15.1;⁵ and (4) if the Commission determines that the loss is recoverable via the L&U and other fuel gas tracker, transportation shippers should only bear a proportional share of the cost.

³ The Indicated Shippers are BP Energy Company, BP America Production Company, Chevron Natural Gas, a division of Chevron U.S.A. Inc., and Marathon Oil Corporation.

⁴ Indicated Shippers interpret section 17.1 of the GT&Cs of CIG's tariff to mean that CIG was responsible for the gas lost at the Fort Morgan storage field because the gas was in CIG's exclusive control and possession. Section 17.1 provides:

Shipper shall be in exclusive control and possession of the Gas until such has been received by Transporter at the Point(s) of Receipt and after such Gas has been received by Shipper, or for Shipper's account, at the Point(s) of Delivery. Transporter shall be in exclusive control and possession of such Gas while it is in Transporter's possession. The Party which is or is deemed to be in exclusive control and possession of such Gas shall be responsible for all injury, damage, loss, or liability caused thereby.

⁵ Indicated Shippers interpret section 15.1 of the GT&C of CIG's tariff to mean that CIG is fully responsible for the operation of its facilities, including any liability associated with the operation of the facilities. Section 15.1 provides:

Each Party assumes full responsibility and liability arising from the installation, ownership, and operation of its pipelines and facilities and will hold the other Party harmless from any claim, loss, expense or liability (except as otherwise provided in this Agreement) that such Party incurs on account of such installation, ownership, and operation.

4. In response to the protest, CIG argued that the Fort Morgan gas loss is recoverable via its L&U and other fuel gas tracker because the tracker is calculated by simply subtracting all gas deliveries from gas receipts with no exceptions for gas lost due to identified, non-random or nonrecurring events. CIG also disagreed with Indicated Shipper's interpretation of the liability provisions of its tariff, arguing that section 17.1 addresses injuries, damages, losses or liability caused by the gas, such as the result of a gas explosion, rather than responsibility for loss of the gas itself.⁶ In addition, CIG stated that section 15.1 only applies to the extent the matter is not covered under another provision of the shipper's transportation service agreement. According to CIG, all of its transportation service agreements incorporate the GT&Cs of CIG's tariff, which include terms of CIG's L&U and other fuel tracker under which the Fort Morgan loss is recoverable. CIG stated further that if Indicated Shippers believes there should be separate retention percentages for transportation and storage transactions, it should file a complaint under section 5 of the Natural Gas Act (NGA).⁷

II. Technical Conference Comments

5. Initial comments on the technical conference were filed on June 11, 2007, and reply comments were filed on June 29, 2007. CIG, Indicated Shippers, and Public Service Company of Colorado (PSCo) filed initial comments and reply comments.

A. Initial Comments

6. In its initial comments following the technical conference, CIG reiterates that it has provided an extensive explanation of circumstances surrounding the Fort Morgan well casing leak, CIG's procedures for minimizing the occurrence of such incidents, and its response to the episode. CIG states that it appeared that the leak was of recent origin because CIG's consultants had concluded a set of regularly-planned reservoir integrity tests for the site only a few days before the leak began. CIG also states that while none of the escaped gas has migrated off the storage field boundary, there is no technology

⁶ CIG and Indicated Shippers differ in their interpretation of the last sentence of section 17.1 of CIG's GT&C: "The Party which is or is deemed to be in exclusive control and possession of such Gas shall be responsible for all injury, damage, loss, or liability caused thereby." CIG essentially interprets the phrase "caused thereby" as modifying the word "Gas," while Indicated Shippers understand the "caused thereby" as modifying the term "exclusive control and possession." Thus, for CIG, the Gas must "cause" the damage or loss, while for Indicated Shippers, any damage or loss arising during a party's exclusive control or possession of the gas is that party's responsibility.

⁷ 15 U.S.C. § 717d (2000).

currently available that would have allowed CIG to recapture the gas that was lost to the atmosphere. CIG asserts that it was prudent in its actions in connection with the Fort Morgan incident.

7. In addition, CIG states that its tracker has been examined and reaffirmed several times in prior Commission proceedings. CIG argues that, except for two cases (*Williams Natural Gas Company*⁸ and *Mississippi River Transmission*⁹), the Commission has consistently accepted losses similar in nature to the Fort Morgan gas loss as recoverable under fuel trackers.¹⁰ Specifically, CIG notes that in *High Island Offshore System, L.L.C. (HIOS)*,¹¹ in response to protesters' complaints that the pipeline had failed to provide sufficient information to explain the increase in its unaccounted-for and gas retention percentage, the pipeline explained that the increase was due to two uncontrollable events—a leak in a series of ball valves and gas losses when a pipeline pig got stuck in a meter.¹² CIG avers that these events are similar to the Fort Morgan incident and that, in that case, no one argued that the losses in question were ineligible for recovery in the tracker.¹³

8. CIG states that the Fort Morgan situation is distinguishable from *Williams* because that case involved the loss of gas from a storage field over a long period of time by means of underground migration outside the storage field boundary, the gas was not lost but allegedly produced by third-party oil wells in an adjoining field, and the pipeline had erred in designing the storage field boundaries. Here, according to CIG, the Fort Morgan gas leaked from a well casing failure over a period of a few days, no gas migrated beyond the storage field boundaries, and, except for any proceeds it may receive from its property

⁸ 73 FERC ¶ 61,394 (1995), *reh'g denied*, 74 FERC ¶ 61,215 (1996) (*Williams*).

⁹ 91 FERC ¶ 61,199 (2000), *order on reh'g*, 93 FERC ¶ 61,212 (2000), *order on reh'g*, 95 FERC ¶ 61,323 (2001), *order on reh'g*, 96 FERC ¶ 61,185 (2001) (*MRT*).

¹⁰ See CIG Initial Comments at 10-11 and nn.17-18 (*citing High Island Offshore Sys., L.L.C.*, 118 FERC ¶ 61,256 (2007) (*HIOS*); *El Paso Natural Gas Co.*, 112 FERC ¶ 61,150 (2005); *Northern Natural Gas Co.*, 104 FERC ¶ 61,316 (2003); *Northern Natural Gas Co.*, 103 FERC ¶ 61,255 (2003); *Mississippi River Transmission Corp.*, 103 FERC ¶ 61,126 (2003); *Transcontinental Gas Pipe Line Corp.*, 95 FERC ¶ 61,299 (2001); *Northern Natural Gas Co.*, 85 FERC ¶ 61,101 (1998).

¹¹ 118 FERC ¶ 61,256 (2007)

¹² See CIG Initial Comments at 10-11.

¹³ *Id.* at 11.

insurance policy,¹⁴ the claimed amount is not recoverable because the gas was lost to the atmosphere. With regard to *MRT*, CIG contends that, at most, that case stands for the proposition that large and unusual gas losses will be subject to extra scrutiny regarding the circumstances of the loss and the pipeline's prudence. CIG states that, in the instant proceeding, the technical conference was the vehicle for such scrutiny and that *MRT* is consistent with allowing recovery of the Fort Morgan loss via the tracker because CIG has demonstrated that it prudently operated its storage field, including maintaining its equipment.

9. CIG also states that it has previously recovered via the tracker a number of gas losses/uses similar to the Fort Morgan gas loss.¹⁵ According to CIG, the Commission did not indicate that such losses/uses are inappropriate for inclusion in the L&U and fuel gas tracker. CIG asserts that it relied on the past treatment of its tracker filings when it agreed to a rate moratorium as part of its recent rate case settlement in Docket Nos. RP07-397-000 and RP01-350-015. CIG states that under the rate moratorium it is precluded from making a separate NGA section 4 filing to recover the Fort Morgan fuel loss.

10. In their initial comments, Indicated Shippers reiterate many of the points that they made in their protest. Additionally, Indicated Shippers note that at the technical conference, CIG stated for the first time that the Fort Morgan gas loss is recoverable via the "other fuel gas" component of the fuel tracker, rather than from the lost and "unaccounted for" (L&U) component. They argue that other fuel gas generally includes gas consumed in equipment other than compression and shrinkage and is not applicable to gas lost due to casing equipment failure.¹⁶ Indicated Shippers also add that CIG has failed to accurately quantify the Fort Morgan gas loss and that, based on the estimates provided by CIG's expert, the loss could amount to as much as 1,010 MMcf with a value of about \$5.5 million.

¹⁴ CIG notes that its property insurance policy has a \$2 million deductible and that, as promised at the technical conference, if CIG receives insurance benefits it will credit the applicable reimbursement amount to the L&U and fuel gas tracker in the next quarterly filing.

¹⁵ CIG Initial Comments at 9, n.12 (*citing Colorado Interstate Gas Co.*, 104 FERC ¶ 61,334 (2003)).

¹⁶ In the event the Commission determines that CIG should not bear 100 percent of the subject loss, Indicated Shippers ask that the Commission require CIG to file a new tariff provision permitting recovery of lost storage gas that falls within normal parameters as Storage Gas L&U, recoverable in a surcharge on storage and transportation customers in proportion to their use of storage capacity.

11. Public Service Company of Colorado (PSCo) states that if the Commission limits the amount of L&U and other fuel gas that CIG is permitted to recover from transportation customers, the Commission should not and cannot (under the filed rate doctrine) allocate the remaining costs to any other class of shipper. PSCo asserts that to the extent that the Commission determines that CIG's tariff allows it to recover only a portion of the Fort Morgan loss from transportation customers, the Commission should allocate the remaining costs to CIG.

B. Reply Comments

12. In its reply comments, CIG clarifies that the upper limit of the estimate of the lost gas is 720 MMcf (the 430 MMcf original estimate plus the additional 290 MMcf estimated by its consultant). Next, CIG repeats its argument that its tariff makes no exception for gas losses from unidentified or abnormal events or large gas losses. CIG states that, for example, gas blown down during maintenance is identifiable but may be recovered under its tariff. CIG also takes issue with Indicated Shippers' statement that CIG now maintains that the gas lost at the Fort Morgan storage field was consumed as other fuel gas rather than lost as L&U. CIG states that Indicated Shippers base this claim on the way CIG accounted for the lost gas (*i.e.*, by booking it to FERC Account No 812 – Gas Used for Other Utility Operations). CIG maintains that its accounting for the loss was appropriate because it argues that gas lost by *any* means is eligible for inclusion in the L&U and other fuel gas component of its fuel tracker.

13. Finally, CIG challenges PSCo's assertion that CIG should be allowed only partial recovery. CIG argues that any change to its tracker mechanism can only be made as a prospective tariff change, and therefore cannot operate to deny it recovery in this case.

14. In their reply comments, Indicated Shippers state that CIG admits that a storage well failure is an extraordinary and rare event.¹⁷ They note that CIG claims that it has previously recovered through its L&U and other fuel gas tracker, a number of other similar gas losses/uses, one of which was a storage-related loss larger than the Fort Morgan quantity. But, according to Indicated Shippers, CIG concedes that this larger loss involved a measurement error and not physical loss of gas.¹⁸ Indicated Shippers argue that there is a difference between a large gas adjustment, involving measurement errors, which CIG was allowed to correct via the L&U and other fuel gas tracker, and the subject Fort Morgan gas loss from well number 26, which is a known physical loss of gas to the atmosphere. Indicated Shippers add that at the technical conference, when questioned if CIG believes that a catastrophic failure resulting in a loss of the *entire* storage inventory at Fort Morgan would be recoverable under the tracker, CIG conceded

¹⁷ Indicated Shippers Reply Comments at 3 (*citing* CIG Initial Comments at 8, 14).

¹⁸ *Id.* at 3-4.

that this was the logical ramification of its position that the subject tracker encompasses all losses no matter what the cause or what the magnitude. Indicated Shippers argue that this overlooks the underlying purpose of tracking mechanisms, which is to allow recovery of recurring and routine costs whose level fluctuates.

15. Indicated Shippers also argue that CIG has focused on whether the pipeline acted prudently in connection with the loss in *Williams*. However, Indicated Shippers point out that the Commission did not make a finding of imprudence on Williams' part; instead the Commission based its decision on the fact that the storage loss was not part of the pipeline's normal operations.¹⁹

16. Lastly, Indicated Shippers challenge CIG's assertion that it would not have agreed to a rate moratorium in its rate settlement if it had known that it would not be able to recover gas losses, like the Fort Morgan loss, through its fuel tracker. Indicated Shippers contend that CIG's asserted beliefs underlying its decision to agree to a rate moratorium are irrelevant to determining whether CIG can recover the Fort Morgan gas loss via its current fuel tracker.

17. In its reply, PSCo adds that Indicated Shippers have gone beyond the scope of their initial protest by requesting, in their comments following the technical conference, that the Commission, as an alternative, direct CIG to make a section 4 filing to implement a new storage L&U surcharge to recover normal storage losses in proportion to a shipper's use of storage capacity.

III. Discussion

18. For the reasons discussed below, the Commission finds that the gas lost as a result of the well casing failure at the Fort Morgan storage field is not recoverable either under CIG's "L&U" or "other fuel gas" components of its fuel tracking mechanism.

19. As a preliminary matter, we address CIG's inference that the instant filing should be accepted because CIG's tracker has been examined and reaffirmed several times in prior Commission proceedings.²⁰ In allowing pipelines to include fuel tracking mechanisms in their tariffs rather than recovering fuel related costs through a general section 4 rate case, we have held that such a tracking mechanism must include a provision for periodic true-ups.²¹ Therefore, the fact that the Commission has previously

¹⁹ *Id.* at 5. (citing *Williams*, 74 FERC ¶ 61,215, at p. 61,699 (1996)).

²⁰ See CIG Initial Comments at 8-10.

²¹ See *ANR Pipeline Co.*, 110 FERC ¶ 61,069, at P 28 (2005).

accepted CIG's tracker mechanism is irrelevant to whether a particular input to the tracker is recoverable;²² CIG is still required to demonstrate, that its quarterly updates are just and reasonable.

20. In addition CIG states that its tracker incorporates a simple "in and out" mechanism that does not contain exceptions for large or unusual losses or uses. The Commission finds CIG's interpretation to be unreasonable.²³ If the Commission were to accept CIG's position that its tracker simply subtracts all gas deliveries from gas receipts without exception, and without regard to the circumstances or all the relevant tariff language, then Commission review of CIG's quarterly L&U and fuel gas reimbursement percentage true-ups would be rendered meaningless. In other words, if any gas loss, no matter what the size or cause, were recoverable under CIG's L&U and other fuel gas tracker, there would be no need to review the inputs to the tracker formula and no need for CIG to file quarterly updates to adjust its reimbursement percentages pursuant to section 154.403 of the Commission's regulations.²⁴ However, as discussed above, CIG is required to demonstrate that costs included in its proposed quarterly true-ups are just and reasonable giving effect to the entirety of the tariff language, and not simply by focusing on the calculation methodology to the exclusion of all else, including the accepted usage defining the inputs to that calculation.

21. We now turn to whether the gas lost due to the well number 26 casing failure at the Fort Morgan storage field²⁵ is the type of loss that is recoverable as "L&U" or as "other fuel gas" under the applicable tariff and Commission precedent.

²² Cf. *Williams* 74 FERC ¶ 61,215, at p. 61,699 (1996) ("[The L&U tracker] simply describes how fuel and loss percentages are to be calculated and collected. It has nothing to say regarding when amounts are losses eligible for recovery.").

²³ Indeed, as Indicated Shippers mention in their reply comments, CIG's interpretation of the tariff would mean that even a catastrophic failure resulting in a loss of the entire storage inventory at Fort Morgan would be recoverable as L&U and other fuel gas.

²⁴ 18 C.F.R. § 154.403 (2007).

²⁵ As noted above, CIG initially estimated 430 MMcf and stated that an additional 290 MMcf may have been lost. A final number is not expected until later in 2007.

22. CIG states that, except for *MRT* and *Williams*, the Commission has consistently allowed recovery of gas losses similar to the Fort Morgan loss in fuel trackers.²⁶ The Commission finds, however, that the cases CIG cites are inapposite because: (1) they involved generic statements about the recoverability of certain types of costs in proceedings initially establishing fuel trackers, not whether a particular loss was recoverable;²⁷ (2) gas lost during normal maintenance operations;²⁸ and (3) adjustments, not actual gas losses, resulting from measurement errors.²⁹ As discussed below, because the Fort Morgan gas loss resulted from an unusual, non-recurring event (*i.e.*, a well casing failure), outside the scope of normal pipeline operations, the Fort Morgan gas loss is most analogous to the situation in *Williams*. Moreover, since the gas loss is neither “unaccounted-for” (as the cause is clearly known) nor gas that can have been used as “other fuel gas” by any customer, there is no component input in CIG’s tracker mechanism, under which the loss is recoverable.

23. In *Williams*, the pipeline sought to recover, among other things, 1.0 Bcf of storage gas that migrated outside of its storage field boundaries to adjacent production wells over a period of time.³⁰ *Williams* argued that its tariff permitted it to recover all storage losses and therefore it should be permitted to recover the 1.0 Bcf of storage gas in dispute.

²⁶ CIG Initial Comments at 10. CIG states that it has previously recovered a loss exceeding the size of the Fort Morgan loss through its fuel tracker. *See* CIG initial comments at 9 (*citing Colorado Interstate Gas Co.*, 104 FERC ¶ 61,334 (2003)). However, that case involved correction of a prior period measurement error, not an actual catastrophic loss of gas to the atmosphere, which gas can never be used by customers. *See Colorado Interstate Gas Co.*, 104 FERC ¶ 61,334, at P 4 (2003).

²⁷ *See, e.g., El Paso Natural Gas Co.*, 112 FERC ¶ 61,150 (2005) (proposal to establish an annual tracker); *Northern Natural Gas Co.*, 103 FERC ¶ 61,255 (2003) (proposal to exempt certain transactions from fuel and unaccounted-for charges).

²⁸ *See, e.g., Northern Natural Gas Co.*, 104 FERC ¶ 61,316 (2003) (addressing blowdowns and purges); *Mississippi River Transmission Corp.*, 103 FERC ¶ 61,126 (2003) (blowdowns).

²⁹ *See, e.g., Colorado Interstate Gas Co.*, 104 FERC ¶ 61,334 (2003) (measurement adjustment); *Transcontinental Gas Pipe Line Corp.*, 95 FERC ¶ 61,299 (2001) (measurement error); *Northern Natural Gas Co.*, 85 FERC ¶ 61,101 (1998) (measurement error).

³⁰ *Williams*, 74 FERC ¶ 61,215, at 61,698 (1996).

However, the Commission found that the loss could not be recovered under Williams' fuel tracker, stating:

In the Commission's view, tracking mechanisms are appropriate for normal operating costs. However, in the instant filing Williams is proposing to recover costs associated with storage gas losses which are not related to the normal operation of its system. Rather, these costs are associated with gas that has migrated beyond the boundaries of one of Williams' storage fields and is presumed lost. Under normal operations gas should not move beyond the established field boundaries, and *therefore the loss is more closely related to a malfunction of underground storage mechanics than to normal operating consequences*. Accordingly, the Commission finds that Williams cannot use its fuel and loss reimbursement mechanism to recover these costs.³¹

24. Here, the gas lost to the atmosphere at Fort Morgan resulted from a totally unexpected non-routine malfunction of underground storage mechanics (*i.e.*, a well casing failure), not associated with routine maintenance or other normal operations activity. Thus, it cannot be reasonably classified as a normal operating expense and it would not be reasonable for CIG to recover such costs from shippers through its fuel tracker.³² Moreover, though gas was lost, the cause is known and accounted-for. CIG initially appeared to classify the loss as "L&U" or "lost-and-unaccounted-for" but in later pleadings classified the loss more broadly as "other fuel gas" relying on the in-and-out calculation methodology in order to broaden the meaning of "L&U and other fuel gas" to accommodate the loss at issue. However, neither classification is apposite, as the gas has not and cannot be used as "other fuel" by any customer, and though lost, is not unaccounted-for. Accordingly, we find that the gas lost as a result of the well casing failure at the Fort Morgan storage field is not recoverable under CIG's L&U and other fuel gas tracker. To rely solely on the in/out, receipts/deliveries calculation of the tariff, without giving meaning to the other terms of the tariff so as to inform the inputs to that calculation, would distort the tariff as a whole, and would preclude meaningful review of tracking adjustments thereunder.

25. Further, contrary to CIG's assertions, the circumstances in *HIOS* which involve routine operations of the pipeline, are different from those in the instant proceeding, which involve a catastrophic system failure, for which fuel and gas loss mechanisms were never intended. In *HIOS*, protesters questioned whether the pipeline had provided sufficient information to explain the increase in its unaccounted-for and gas retention percentage, not whether gas lost due to a catastrophic failure on the pipeline's system

³¹ *Id.*, 73 FERC ¶ 61,394, at p. 61,215 (1995) (emphasis added).

³² *Id.*

should even be recoverable at all as L&U and other fuel gas. In its letter order accepting HIOS' filing, the Commission found that the level of HIOS' unaccounted-for gas was not an anomaly, HIOS had fully addressed all the issues raised by the protesting parties, and that HIOS' unaccounted-for experience in that filing was consistent with its average experience of the last several years.³³ Thus, the Commission did not make any specific findings on the types of costs eligible for recovery under the fuel tracking mechanism. Thus, we find that the events that contributed to the increase in the unaccounted-for and gas retention percentage in *HIOS* are different from those in the Fort Morgan incident. HIOS explained that it experienced a gas loss approximately 0.5 percent higher than its normal level when fragments of a pipeline pig got stuck in a meter during normal maintenance activities and it experienced a loss from a leak in a series of two ball valves. As discussed above, gas lost during normal maintenance operations is generally considered recoverable as lost and unaccounted for gas under the Commission's precedents. Accordingly, we find *HIOS* to be inapposite.

26. Finally, because this is essentially a fuel adjustment proceeding, and we have concluded that the Fort Morgan gas loss is not recoverable as L&U and other fuel gas, we need not reach arguments regarding the scope of the liability provisions of CIG's tariff at this time.

The Commission orders:

(A) CIG's revised tariff sheet is hereby accepted, effective April 1, 2007, subject to the removal of the subject Fort Morgan gas loss, as discussed in the body of this order.

(B) CIG is directed to file a revised sheet as discussed in the body of this order, within 15 days of the date of issuance of this Order.

By the Commission.

(S E A L)

Nathaniel J. Davis, Sr.,
Deputy Secretary.

³³ *HIOS*, 118 FERC ¶ 61,256, at P 17 (2007).