

136 FERC ¶ 61,008  
UNITED STATES OF AMERICA  
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: Jon Wellinghoff, Chairman;  
Marc Spitzer, Philip D. Moeller,  
John R. Norris, and Cheryl A. LaFleur.

Florida Gas Transmission Company, LLC

Docket No. RP11-2170-000

ORDER ACCEPTING AND SUSPENDING TARIFF RECORDS

(Issued July 1, 2011)

1. On June 3, 2011, Florida Gas Transmission Company, LLC (FGT) filed revised tariff records<sup>1</sup> to modify the contracting process set forth in the General Terms and Conditions (GT&C) of its tariff to address future sales of capacity, reserved capacity and the resulting interim capacity, along with corresponding modifications to the firm rate schedules and forms of service agreements. As discussed below, the Commission accepts and suspends FGT's revised tariff records, to be effective the earlier of December 5, 2011 or a date set by subsequent Commission order, subject to conditions.

**I. Details of Filing**

2. FGT states that under GT&C section 21 of its tariff, it posts available firm capacity for bids during an open season. The procedures for such open seasons are set forth in GT&C section 21.B. FGT evaluates the bids and awards capacity on a net present value (NPV) basis. FGT proposes to change the minimum bid period for the open season from not less than seven days to not less than five business days. Similar to other pipelines,<sup>2</sup> FGT also proposes to clarify in GT&C section 21.B.1 that bids may be rejected if they detrimentally impact the operational integrity of its system, do not satisfy all the terms and conditions of the posting or contain terms and conditions contrary to FGT's tariff. In addition, FGT proposes to add a provision in GT&C section 21.B.2 that,

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<sup>1</sup> See the attached Appendix for a listing of the tariff records.

<sup>2</sup> FGT Transmittal at 1 (citing Gas Transmission Northwest Corp., GT&C section 6.18.2(e); Texas Eastern Transmission, LP, GT&C section 3.11(C)).

unless it otherwise agrees, all awards for capacity must be for continuous service at a constant daily contract demand for the entire term of the service.

3. FGT proposes to add section 21.B.3 providing that, if no bid satisfies the open season posting criteria, then, consistent with Commission policy,<sup>3</sup> FGT will post any capacity not awarded in the open season as available unsubscribed capacity and award such capacity on a first-come, first-served basis to shippers that offer the maximum rate or an acceptable discounted or negotiated rate for service to commence within 90 days.

4. FGT also proposes to amend GT&C section 21 to provide that it may conduct an open season to sell firm capacity with a service commencement date more than 90 days in the future (future capacity). New section 21.C.1 provides that the capacity available for such future sales is capacity that is: (1) available unsubscribed capacity; (2) capacity that will become available and is not subject to a right of first refusal or unilateral rollover provision; or (3) available due to modification, construction and/or acquisition of facilities. FGT states that it will separately post on its internet website capacity that is anticipated to be available in the future. FGT also proposes in new GT&C section 21.C.2 that it will award capacity in open seasons in which bids for future capacity are permitted to the shipper making the highest NPV bid in accordance with existing GT&C section 21.B.2. FGT also proposes in new GT&C section 21.C.1 that it may sell future capacity on a prearranged basis. FGT will post any such prearranged deals for third-party bids. If a third party submits a bid with a higher NPV, the prearranged shipper will have an opportunity to match that bid.

5. FGT also proposes to amend GT&C section 21 to provide that FGT may reserve capacity for a potential expansion project. FGT states that proposed section 21.D limits the time that FGT may reserve capacity for a future expansion project to up to 12 months prior to filing an application for a certificate of public convenience and necessity under section 7 of the Natural Gas Act. FGT states that any capacity that FGT seeks to reserve for this purpose must first be posted on FGT's Internet website for at least five business days. FGT states that capacity reserved for a project that does not go forward would be made generally available within 30 days of the date upon which the capacity becomes available.

6. In conjunction with the above proposal, FGT states that new GT&C section 21.E allows the sale of interim capacity that limits a shipper's right of first refusal (ROFR). FGT states that this provision covers the situation where FGT has entered into a service agreement with a commencement date in the future and the interim capacity that results can only be sold on a limited-term basis up to the commencement date of the future firm

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<sup>3</sup> FGT Transmittal at 2 (citing *Tennessee Gas Pipeline Co.*, 135 FERC ¶ 61,208, at P 13 (2011); *Northern Natural Gas Co.*, 110 FERC ¶ 61,361, at P 10 (2005)).

service agreement. FGT states that this interim capacity provision also applies when capacity has been reserved for future use as FGT proposes in GT&C section 21.D. FGT states that the Commission has waived the right of first refusal requirement for interim capacity stating that “interim shippers’ exercise of ROFR rights would defeat the point of reserving the capacity.”<sup>4</sup> FGT states that the Commission allows such a limitation with the conditions that the capacity is first subjected to a posting and bidding process and the bidding process employs a NPV evaluation methodology, as proposed by FGT herein.

7. FGT states that corresponding modifications to the firm Rate Schedules include clarifications of the service commencement date in section 2 and the time limit for execution of the service agreement in section 2.B of each applicable Rate Schedule. FGT states that GT&C section 20 (Contract Abandonment, Extension and Consolidation) reflects proposed modification of section 20.A.1 to recognize termination and abandonment of interim capacity service agreements obtained pursuant to proposed GT&C section 21.E and the limitation of the right of first refusal on interim capacity service agreements in GT&C section 20.B. In the pertinent firm service agreements, FGT states that it is removing the ROFR and rollover language from section 6.2 or 5.2, as applicable, because that information is to be included in the blank in section 6.1 or 5.1, as applicable. FGT states that updated cross-references required by the rearrangement of GT&C section 21 are also included in the tariff records submitted herewith.

## **II. Public Notice, Interventions and Comments**

8. Public notice of FGT’s filing was issued on June 6, 2011. Interventions and protests were due as provided in section 154.210 of the Commission’s regulations.<sup>5</sup> Pursuant to Rule 214,<sup>6</sup> 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 interventions at this stage of the proceeding will not disrupt the proceeding or place additional burdens on existing parties. Peoples Gas System, a Division of Tampa Electric Company (Peoples) and Tampa Electric Company (Tampa Electric), Florida Power & Light Company (FPL), and Seminole Electric Cooperative, Inc. (Seminole) filed adverse

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<sup>4</sup> FGT Transmittal at 3 (citing *Gas Transmission Northwest Corp.*, 109 FERC ¶ 61,141, at P 9 (2004)).

<sup>5</sup> 18 C.F.R. § 154.210 (2011).

<sup>6</sup> 18 C.F.R. § 385.214 (2011).

comments. Also, Florida Cities<sup>7</sup> filed adverse comments two days out-of-time. The Commission will grant Florida Cities' late-filed comments, as doing so does not delay or disrupt the proceeding or create additional burdens on the other parties. On June 21, 2011, FGT filed an answer. On June 23, 2011, Peoples and Tampa Electric and FPL filed answers to FGT's answer. Rule 213(a)(2) of the Commission's Rules of Practice and Procedure prohibits answers to protests or answers unless otherwise permitted by the decisional authority.<sup>8</sup> We will accept the answers of FGT, Peoples and Tampa Electric, and because they provide information that will assist us in our decision-making process.

### **III. Discussion**

9. As discussed below, the Commission accepts and suspends FGT's proposed tariff records, to be effective the earlier of December 5, 2011 or a date set by subsequent Commission order, subject to conditions. Several parties raised concerns with various aspects of FGT's filing. Peoples, Tampa Electric and Florida Cities also requested a technical conference so that FGT could more fully explain the justification for its tariff proposals. While the Commission finds that a technical conference is not required in light of FGT's answer, the Commission finds that the parties have raised legitimate concerns regarding some of FGT's proposed changes and therefore, requires that FGT make certain modifications to its proposed tariff records, as well as provide certain additional information for further Commission review, to be filed within 20 days of the date of this order.

#### **A. Section 21.B Procedures to Obtain Firm Capacity**

10. Peoples and Tampa Electric argue that FGT should be required to include all relevant information in its capacity postings with respect to such open seasons, including, for example, applicable rate schedule and the full capacity path that is available.<sup>9</sup> In reply, FGT has agreed to add a sentence stating, "Such open season posting shall identify the applicable rate schedule under which such capacity is available, and other applicable

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<sup>7</sup> Florida Cities include JEA, the Orlando Utilities Commission, Lakeland Electric, the City of Tallahassee, the City of Gainesville d/b/a Gainesville Regional Utilities and Florida Gas Utility, a Florida inter-local agency whose membership presently consists of more than twenty municipally-owned electric and/or gas utilities.

<sup>8</sup> 18 C.F.R. § 385.213(a)(2) (2011).

<sup>9</sup> Peoples and Tampa Electric claim that, based on their experience, FGT does not always provide full and adequate information about the capacity that is available in its postings.

and relevant information.”<sup>10</sup> The Commission believes that this additional language reasonably addresses the parties’ concerns regarding the information to be included in an open season posting. With this addition, we would expect that the applicable rate schedule and full capacity path, at a minimum, would be made available to shippers. Accordingly, FGT is directed to file revised tariff records to include such language.

11. Several parties protest FGT’s proposal to revise section 21.B.2 to permit it to reject open season bids for service that “may detrimentally impact the operational integrity of FGT’s system, do not satisfy all the term of the specified posting, or contain terms and conditions other than those set forth in FGT’s tariff.” Several parties contend that this provision is duplicative of other tariff language in section 21.B and request that FGT explain the need for the provision and a description of the circumstances in which the new limitation may be invoked. Seminole is also concerned with the lack of transparency resulting from FGT’s post hoc right to reject bids, and the potential for discriminatory application of the provision. In its answer, FGT states that shippers could bid on a portion of the capacity which could have a detrimental impact on current operations or which could impose a limitation in a fuller utilization of the system. However, it cannot anticipate all the combinations and permutations of shipper proposals and should not be required to do so in order for the Commission to accept this provision. In their answer, Peoples and Tampa Electric contend that, if operational problems are a possibility, FGT’s tariff language must be more specific so that the Commission and FGT’s customers can understand at the outset and more fully address any operational issues that may be associated with the capacity being offered.

12. We agree with FGT that it should not be required to accept a bid for service that would detrimentally impact the operational integrity of its system. However, we share Seminole’s concern that, as proposed, there is the potential for discriminatory application of the provision. Accordingly, FGT is required to modify section 21.B.2 to include language requiring FGT to notify a party of its reason(s) for rejecting that party’s request for capacity posted pursuant to section 21.B. This would include the situation where FGT is rejecting a bid for service because it may detrimentally impact the operational integrity of its system or for any other reason, as specified in proposed section 21.B (e.g., service that does not satisfy all the terms of the specified posting, or contain terms and conditions other than those set forth in Transporter’s tariff).<sup>11</sup> Further, if there are operational constraints associated with certain capacity being offered in the open season, we would expect that information to be posted together with the “other applicable and relevant information.”

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<sup>10</sup> FGT Answer at 3.

<sup>11</sup> See, e.g., Gas Transmission Northwest Corp., GT&C section 3.11(C).

13. Peoples, Tampa Electric and FPL also raised concerns with FGT's proposed requirement in section 21.B.2. that, "unless otherwise agreed to by [FGT], all awards for capacity must be for continuous service at a constant MDTQ for the entire term of the service." They argue that the meaning and intent of this language is unclear and may lead to unduly discriminatory or preferential results. Further, given that FGT currently offers seasonal service to its customers, they are concerned that FGT is trying to alter that practice. In response, FGT states that it should be up to FGT to manage the system to achieve maximization. Historically, FGT states, it has met the demands of the market to provide seasonal capacity where there is no demand on an annual basis and in those instances, it has "otherwise agreed" with customers on a regular basis. In their answers, Peoples and Tampa Electric and FPL are still concerned that this is a departure from FGT's longstanding practice and will provide FGT with the ability to veto capacity bids in a manner that may harm its longstanding customers. FPL reiterates that a properly applied NPV calculation will already achieve FGT's goal of discouraging selective picking of only the capacity in the most demand.

14. The Commission does not require pipelines to offer seasonal transportation service. However, in the event that they do, they must offer such service on a non-preferential, not unduly discriminatory basis.<sup>12</sup> FGT's proposed tariff language appears to provide it complete discretion as to when it may agree to accept bids for seasonal service, without any standards or other requirements for that discretion to be exercised in a non-preferential, not unduly discriminatory basis. In addition, FGT has not clearly explained in its transmittal and answer, how it would determine whether to accept bids for seasonal service. Therefore, within 20 days of the date of this order, FGT is directed to provide the Commission additional information regarding when and why it would not accept a seasonal bid for service and either explain why its instant proposal would not result on undue discrimination or propose revised tariff language to alleviate our concerns with this aspect of its proposal. The parties to this proceeding are invited to file comments in response to the additional information provided by FGT within 40 days of the date of this order.

15. FPL is concerned that FGT's proposed tariff language has no requirement that FGT post the results of its open season conducted pursuant to section 21.B. FPL states that FGT should know the results of the open season and the NPV of the bid that was accepted.<sup>13</sup> We agree. Accordingly, FGT is required to modify section 21 to add a

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<sup>12</sup> See, e.g., *Granite State Gas Transmission Inc.*, 112 FERC ¶ 61,201, at P 4 (2005).

<sup>13</sup> FPL Comments at 5 (citing, e.g., *Tennessee Gas Pipeline Co.*, FERC NGA Gas Tariff, GT&C, Article XXVI, section 5.4; *Texas Eastern Transmission, L.P.*, FERC NGA Gas Tariff, GT&C, section 3.11(A)(8)).

provision requiring FGT to post the winning request(s) and the method of evaluating such request(s) within a reasonable time period, to be proposed by FGT.

16. FPL also argues that the Commission should require FGT to eliminate the provision in proposed section 21.B.3 of the GT&C that any service awarded on a first-come, first-served basis must be for service to commence within 90 days and require FGT to revise its section 21.C to allow FGT the discretion to determine whether to hold an open season or post for bidding capacity that has already been subject to an open season. Sections 21.B.3 and 21.C provide in relevant part:

21.B.3. Transporter will post any capacity not awarded in the open season on its Internet website as available unsubscribed capacity. Transporter shall award such capacity on a first-come, first-served basis to Shippers that offer the maximum tariff rate or an acceptable discounted or negotiated rate for service to commence within ninety (90) days.

21.C. Transporter may sell firm capacity with a service commencement date more than ninety (90) days in the future ... by either conducting an open season or by selling such capacity on a prearranged basis.

17. In its answer, FPL states that it agrees that Commission policy does not require an open season for contracting for service that will commence within ninety days, but it does not follow that an open season must be held for capacity to commence later than ninety days, especially if this capacity was already subject to previous bidding and no one wanted it. FPL cites the Commission's recent decision in *Tennessee Gas Pipeline Co.*, 135 FERC ¶ 61,208, at P 14 and 15 (2011), wherein the Commission accepted, subject to further review, a proposal by Tennessee to remove the requirement that it hold an open season if a shipper requests capacity for a term of more than 92 days, and instead make the holding of an open season to sell available capacity optional subject to further review.

18. We do not believe that such a change is warranted. As FGT noted in its answer, section 21.B.3 is consistent with Commission policy permitting a pipeline to contract for capacity in the normal course of business for service to begin within 90 days without an open season.<sup>14</sup> Further, FPL does not claim that FGT's proposal requiring an open season for service to commence more than ninety days in the future is unjust and unreasonable. Under section 4 of the NGA, "[i]f the pipeline's proposal is just and

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<sup>14</sup> See, e.g., *Trailblazer Pipeline Co.*, 103 FERC ¶ 61,225, at P 78 (2003); *Northern Natural Gas Co.*, 52 FERC ¶ 61,047 (1990); *Natural Gas Pipeline Co. of America*, 39 FERC ¶ 61,153 (1987)).

reasonable, the Commission must accept it, regardless of whether other just and reasonable rates may exist.”<sup>15</sup> Moreover, while the Commission permits pipelines to sell capacity for service to commence more than 90 days in the future, the Commission requires that they do so in an open season in order to obtain a waiver of the regulatory right of first refusal for any sales of the capacity during the interim.<sup>16</sup> FGT’s proposal is consistent with that policy.

19. Several parties also raised concerns with FGT’s proposed GT&C section 21.C, which are discussed below.

### **B. Section 21.C Future Sales of Capacity**

20. First, Peoples and Tampa Electric argue that the Commission should require FGT to post the availability of capacity for the pre-arranged deals prior to entering such agreements.<sup>17</sup> Second, they argue that FGT’s proposal in section 21.C.3 to allow only a truncated, three business day period for competing bids on pre-arranged deals is too narrow and that this bidding window should be at least five business days. Third, they assert that FGT does not state in GT&C section 21.C.3 when it will post the terms of a pre-arranged capacity sale transaction or how much time the pre-arranged shipper will have to match a better bid. Fourth, they state that in indentifying capacity under GT&C section 21.C, FGT should be required to provide specific information about the capacity, including the applicable rate schedule and recourse rate and the primary path associated with the capacity. Fifth, they are concerned with proposed GT&C section 21.C.3, which provides that capacity subject to bidding will ultimately be awarded to the “highest creditworthy bidder in accordance with GT&C section 21.B.2.”<sup>18</sup> They state that creditworthiness is not a factor under section 21.B.2 (or anywhere else under section 21) in determining which shipper is to be awarded capacity, and should not be a factor in the capacity award process. Lastly, the Florida Cities argue that FGT should be required to explain how it plans to determine the maximum rate for firm capacity sold under proposed GT&C section 21.C.

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<sup>15</sup> *Tennessee Gas Pipeline Co.*, 80 FERC ¶ 61,070, at 61,223 (1997) *aff’d*, *Consolidated Edison Co. v. FERC*, 165 F.3d 992 (D.C. Cir. 1999).

<sup>16</sup> *Northern Natural Gas Co.*, 109 FERC ¶ 61,388 at P 22-29 (2004).

<sup>17</sup> Peoples and Tampa Electric Comments at 6 (citing *Transcontinental Gas Pipe Line Corp.*, 118 FERC ¶ 61,234, at P 12 (2007)).

<sup>18</sup> Peoples and Tampa Electric state that it is unclear whether FGT intends to run a new credit check to implement this proposed language.

21. Regarding Peoples and Tampa Electric's first objection, FGT asserts that it is already posting the availability of capacity for pre-arranged deals. FGT states that all currently available capacity is posted and it has proposed in GT&C section 21.C.1 that it will separately identify on its internet website all capacity that is anticipated to become available in the future. Regarding Peoples and Tampa Electric's second and third concern, FGT states that it is willing to change proposed section 21.C.3 of the GT&C to read as follows:

When Transporter sells future capacity on a prearranged basis, Transporter will post the terms of the prearranged transaction and other parties will have an opportunity to bid on the capacity. Within three (3) business days of entering into a prearranged service agreement, Transporter will post a notice on its Internet web site indicating that the prearranged capacity will be subject to an open bidding process for a period of not less than five (5) business days, even if such capacity has already been subject to an open season bidding process and is currently posted as available capacity.

22. With regard to providing specifics about the posted capacity, FGT is willing to include a sentence that would state, "Such open season posting shall identify the applicable rate schedule under which such capacity is available, and other applicable and relevant information."<sup>19</sup> Regarding the creditworthiness language, FGT states that creditworthiness is a basic requirement and a shipper should not be allowed to delay examination of creditworthiness in a manner which will only impose delays and inefficiencies on the system. Lastly, FGT states that the maximum rate for firm capacity sold under proposed GT&C section 21.C will be determined by that particular rate schedule. In other words, FGT states, the particular capacity under each rate schedule will be limited to the Commission-approved maximum rate established by that rate schedule. FGT states that it cannot shift capacity from one rate schedule to another, as Florida Cities speculate.

23. We find that, with one exception, FGT's responses and proposed modifications sufficiently address the concerns raised by the parties. Regarding creditworthiness, it appears that Peoples and Tampa Electric have misinterpreted the language "highest creditworthy bidder in accordance with GT&C section 21.B.2." We interpret this language similar to FGT, i.e., "highest" is referring to the bid, not the creditworthiness of the bidder. Thus, while "creditworthiness" is required of every bidder, it is not a factor in determining the highest bid, as Peoples and Tampa Electric allege. However, it appears that FGT failed to address how much time the pre-arranged shipper will have to match a

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<sup>19</sup> FGT Answer at 3.

better bid in its proposed modification to section 21.C.3. FGT is directed to modify this section to include a time frame for a pre-arranged shipper to match a better bid.

**C. Section 21.D Reserved Capacity**

24. Proposed section 21.D permits FGT to reserve capacity for future expansions on its system. Proposed section 21.D provides, in relevant part:

Transporter may reserve capacity for a future expansion project for which an open season has been held or will be held within twelve (12) months of the date that Transporter posts such capacity as being reserved ... Any capacity reserved under this Section 21.D may be reserved for up to twelve (12) months.

FPL states that it does not generally take issue with FGT's proposal to reserve capacity for a future expansion. However, FPL believes that this proposed tariff language could be interpreted to allow FGT to reserve capacity for two separate twelve-month periods, one period prior to an open season and one period prior to filing a certificate application. Therefore, FPL requests that consistent with Commission policy,<sup>20</sup> the Commission clarify that FGT's tariff language only permits FGT to reserve unsubscribed capacity for a total of twelve months prior to filing a certificate application and, as necessary, require FGT to modify this tariff language to reflect the same. FGT states in its answer that it does not intend such a reading of proposed section 21.D. However, FGT states, if the Commission believes that clarity can be added, FGT has no objection to removing the words "within twelve (12) months of the date that Transporter posts such capacity as being reserved." In its answer, FPL states that it supports removing this language.

25. FPL is correct that Commission policy only permits FGT to reserve unsubscribed capacity for a total of twelve months prior to filing a certificate application. Accordingly, for clarity, FGT is directed to revise its proposed tariff sheets to delete the words "within twelve (12) months of the date that Transporter posts such capacity as being reserved" from section 21.D.

26. Additionally, the Commission finds that section 21.D does not appear to include language requiring the solicitation of turnback capacity, as required by Commission policy. The Commission has held that pipelines must solicit turnback capacity either

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<sup>20</sup> FPL Comments at 9 (citing *Northern Natural Gas Co.*, 105 FERC ¶ 61,057 (2003); *ANR Pipeline Co.*, 107 FERC ¶ 61,187 (2004); *Gas Transmission Northwest Corp.*, 109 FERC ¶ 61,141 (2004); *Transcontinental Gas Pipe Line Corp.*, 118 FERC ¶ 61,234 (2007)).

before or contemporaneously with the open season in order to effectuate our policy that turnback capacity be utilized as much as possible in sizing expansion projects.<sup>21</sup> Accordingly, FGT is directed to revise its proposed tariff records to be consistent with current Commission policy in this regard.<sup>22</sup>

#### IV. Suspension

27. Based upon a review of the filing, the Commission finds that FGT's proposed tariff records set forth in the Appendix have not been shown to be just and reasonable, and may be unjust, unreasonable and unduly discriminatory or otherwise unlawful. Accordingly, the Commission shall accept such tariff records in the Appendix for filing and suspend their effectiveness for the period set forth below, subject to the conditions set forth in this order.

28. The Commission's policy regarding rate suspensions is that rate filings generally should be suspended for the maximum period permitted by statute where preliminary study leads the Commission to believe that the filing may be unjust, unreasonable, or that it may be inconsistent with other statutory standards. *See Great Lakes Gas Transmission Co.*, 12 FERC ¶ 61,293 (1980) (five-month suspension). It is recognized, however, that shorter suspensions may be warranted in circumstances where suspensions for the maximum period may lead to harsh and inequitable results. *See Valley Gas Transmission, Inc.*, 12 FERC ¶ 61,197 (1980) (one-day suspension). Such circumstances do not exist here. Therefore, the Commission shall exercise its discretion to suspend the tariff records to be effective the earlier of December 5, 2011 or a date set by subsequent order, subject to the conditions set forth in the body of this order.

#### The Commission orders:

(A) FGT's proposed tariff records are accepted and suspended, to become effective the earlier of December 5, 2011 or a date set by subsequent order, subject to the conditions set forth in the body of this order.

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<sup>21</sup> *See, e.g., Tennessee Gas Pipeline Co.*, 86 FERC ¶ 61,066, at 61,259 (1999) (citing *Pricing Policy for New and Existing Facilities Constructed By Interstate Natural Gas Pipelines*, 71 FERC ¶ 61,241 (1995)).

<sup>22</sup> Peoples and Tampa Electric also note that the reference to GT&C section 21.G in GT&C section 20.B appears to be incorrect as that section 21.G concerns Construction of Facilities rather than rollover rights. In its answer, FGT states that the reference should be to section 21.E and it will make the appropriate filing to make the change. This change is acceptable.

(B) FGT is directed to submit a compliance filing within 20 days of the date of this order, as discussed in the body of this order.

(C) Parties to this proceeding are invited to file comments in response to the additional information to be provided by FGT within 40 days of the date of this order.

By the Commission.

( S E A L )

Nathaniel J. Davis, Sr.,  
Deputy Secretary.

**Appendix**

**Florida Gas Transmission Company, LLC  
Fifth Revised Volume No. 1  
FERC NGA Gas Tariff**

**Tariff Records Accepted and Suspended for Filing, to be Effective the Earlier of  
December 5, 2011 or a Date Set by Subsequent Order, Subject to Conditions**

Rate Schedule FTS-1, Firm Transportation Service, 3.0.0  
Rate Schedule FTS-2, Firm Transportation Service, 3.0.0  
Rate Schedule FTS-3, Firm Transportation Service, 2.0.0  
Rate Schedule FTS-WD, Firm Transportation Service, 3.0.0  
GT&C Section 20., Contract Abandonment, Extension and Consolidation, 4.0.0  
GT&C Section 21., Requesting Service on Existing Mainline Facilities, 2.0.0  
Rate Schedule FTS-1, Form of Service Agreement Including NNTS Addendum, 3.0.0  
Rate Schedule FTS-2, Form of Service Agreement, 5.0.0  
Rate Schedule FTS-3, Form of Service Agreement, 2.0.0  
Rate Schedule SFTS, Form of Service Agreement Including NNTS Addendum, 3.0.0  
Rate Schedule FTS-WD, Form of Service Agreement, 3.0.0  
29.