

142 FERC ¶ 61,063
FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, D.C. 20426

January 24, 2013

In Reply Refer To:
Transwestern Pipeline Company, LLC
Docket No. RP13-404-000

Transwestern Pipeline Company, LLC
717 Louisiana Street
Suite 900
Houston, TX 77002

Attention: Shelley A. Corman
Senior Vice President

Reference: Petition for Approval of Settlement

Dear Ms. Corman:

1. On December 19, 2012, Transwestern Pipeline Company, LLC (Transwestern) filed a petition for approval of a Stipulation and Agreement of Settlement (Settlement). The petition for approval of the Settlement is filed pursuant to Rule 207(a) (5) (2012) as it arises not from an ongoing proceeding, but from collaborative discussions between Transwestern, electric generators, and other shippers. The Settlement provides for enhanced daily scheduling and gas balancing flexibility for electric generators and other firm shippers on Transwestern's system. Under the Settlement, Transwestern will file revisions to Section 22 of the General Terms and Conditions (GT&C) of its FERC Gas Tariff. In addition, the Settlement sets forth scheduling protocols which describe the mechanical steps involved in processing nominations. Transwestern seeks Commission action on the Settlement by January 25, 2013 in order to allow the time necessary to make the system programming changes required to implement the scheduling protocol provision of the Settlement by May 1, 2013. The Commission in this letter approves the Settlement and directs Transwestern to file tariff records consistent with the *pro forma* tariff records included in Appendix B of the Settlement, to be effective May 1, 2013.

2. Public notice of the filing was issued on December 20, 2012. Interventions and protests were due as provided in section 154.210 of the Commission's regulations (18 C.F.R. § 154.210 (2012)). Pursuant to Rule 214 (18 C.F.R. § 385.214 (2012)), 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. Salt River Project Agricultural Improvement and Power District filed comments in support of the Settlement. No comments in opposition to the settlement were filed.

3. The following is a summary of the major provisions of the Settlement.
 - a) Article I states that the Settlement reflects the agreement of the Settling Parties to enhance daily scheduling and gas balancing flexibility for electric generators and other firm shippers on the Transwestern system and provides more certainty with respect to certain operational and administrative procedures.
 - b) Article II provides details of the Protocol, as provided in Appendix C, that outline a one-year trial period of certain scheduling procedures and computer system protocols which follow the scheduling provisions set forth in Section 22 of the GT&C of Transwestern's FERC Gas Tariff and provide clarity on how all firm shippers can make changes following the Timely Nomination Cycle. Article II also states that the desired implementation date for the Appendix C Protocol is May 1, 2013.
 - c) Articles III and IV provide for revisions to Transwestern's FERC Gas Tariff as shown on the *pro forma* tariff records attached to Appendix B of the Settlement. Within 15 days of the effective date of the Settlement, Transwestern shall file the *pro forma* tariff records.
 - d) Article V defines the effective date of the Settlement as the first day of the first month following the date on which a Commission order approving the Settlement, without modifications or conditions that are materially adverse and unacceptable to any Settling Party becomes final. Article VI defines the effectiveness of the Settlement.
 - e) Article VII provides that the Settlement is privileged and of no effect until it is approved and becomes effective. Article VIII states that the Settlement is not severable, represents a negotiated settlement only with respect to the issues resolved therein, and except to the extent explicitly set forth in the Settlement, neither Transwestern, the Commission, its staff, nor any party shall be deemed to have approved, accepted, agreed to, or consented to any policy, methodology, or other principle underlying or supposed to underlie any of the matters provided for in the Settlement.

f) Article IX contains various miscellaneous provisions, and provides that the standard for review of proposed changes to the Settlement is the just and reasonable standard.

4. The Commission approves the Settlement as it appears fair, reasonable, and in the public interest. The Commission's approval of the Settlement does not constitute acceptance of, or precedent regarding, any principle or issue in this proceeding.

By direction of the Commission.

Kimberly D. Bose,
Secretary.