

143 FERC ¶ 61,181
UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

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

Portland Natural Gas Transmission System

Docket No. RP13-875-000

ORDER ACCEPTING TARIFF RECORDS

(Issued May 30, 2013)

1. On May 1, 2013, Portland Natural Gas Transmission System (Portland) filed proposed tariff records.¹ Portland seeks to revise its Reservation Charge Reimbursement provision in its General Terms and Conditions (GT&C) to provide reservation charge credits in a manner consistent with Commission policy. Portland includes a proposal to provide partial reservation charge credits for outages to comply with orders issued by Pipeline and Hazardous Materials Safety Administration (PHMSA) pursuant to section 60139(c)(1) of Chapter 601 of Title 49 of the United States Code, added by section 23(a) of the Pipeline Safety, Regulatory Certainty and Job Creation Act of 2011 (2011 Act), for a two-year transitional period consistent with recent Commission decisions. Portland also seeks to revise its tariff provisions governing available capacity, right of first refusal (ROFR), capacity for expansion projects, liabilities and remedies, and *pro forma* firm contracts.

2. The only objection to Portland's filing was a limited protest to the proposed partial reservation charge crediting for outages to comply with section 60139(c)(1) PHMSA orders. The Commission accepts the referenced tariff records effective June 1, 2013, as consistent with Commission policy.

¹ The revised tariff records are listed in the Appendix to this order.

Background

3. In *Natural Gas Supply Association, et al.*,² the Commission encouraged interstate pipelines to review their tariffs to determine whether their individual tariff complies with the Commission's policy concerning reservation charge credits, and, if not, make an appropriate filing to comply. In general, the Commission requires all interstate pipelines to provide reservation charge credits to their firm shippers during both *force majeure* and non-*force majeure* outages. The Commission requires pipelines to provide full reservation charge credits for outages of primary firm service caused by non-*force majeure* events and partial reservation charge credits during *force majeure* outages, to allow risk sharing for events for which neither party is responsible. Partial credits may be provided pursuant to: (1) the No-Profit method under which the pipeline gives credits equal to its return on equity and income taxes starting on Day 1, or (2) the Safe Harbor method under which the pipeline provides full credits after a short grace period when no credit is due (i.e., 10 days or less).³

4. The Commission has defined *force majeure* outages as events that are both unexpected and uncontrollable. The Commission has held that routine, scheduled maintenance is not a *force majeure* event, even on "pipelines with little excess capacity"⁴ where such maintenance may require interruptions of primary firm service. Commission policy recognizes that even if such outages are considered to be uncontrollable, they are expected. The U.S. Court of Appeals for the District of Columbia Circuit affirmed this policy in *North Baja Pipeline, LLC v. FERC*,⁵ stating:

Although some scheduled maintenance interruptions may be uncontrollable, they certainly are not unexpected. There is nothing unreasonable about FERC's policy that pipelines rates should incorporate the costs associated with a pipeline operating its system so that it can meet its contractual obligations.

² 135 FERC ¶ 61,055 at P 2, *order on reh'g*, 137 ¶ 61,051 (2011) (*NGSA*).

³ See, e.g., *Tennessee Gas Pipeline Co.*, Opinion No. 406, 76 FERC ¶ 61,022 (1996), *order on reh'g*, Opinion No. 406-A, 80 FERC ¶ 61,070 (1997) (*Tennessee*), as clarified by, *Rockies Express Pipeline LLC*, 116 FERC ¶ 61,272, at P 63 (2006) (*Rockies Express*). The Commission has stated that pipelines may also use some other method which results in an equitable sharing of the risk.

⁴ *El Paso Natural Gas Co.*, 105 FERC ¶ 61,262, at P 15 (2003).

⁵ *North Baja Pipeline, LLC v. FERC*, 483 F.3d 819, 823 (D.C. Cir. 2007), *aff'g*, *North Baja Pipeline, LLC*, 109 FERC ¶ 61,159 (2004), *order on reh'g*, 111 FERC 61,101 (2005) (*North Baja*).

5. The 2011 Act related to new pipeline safety requirements was signed into law on January 3, 2012. That act requires the Department of Transportation to conduct studies and consider rulemakings on various matters, including possible changes to the pipeline integrity management regulations of PHMSA. In addition, section 23(a) of the 2011 Act, added section 60139, Maximum Allowable Operating Pressure [MAOP] to Chapter 601 of Title 49 of the United States Code. Section 60139(a) required each owner and operator of a pipeline to conduct a verification of its records relating to pipeline segments in Class 1 and Class 2 High Consequence Areas (HCA)⁶ and Class 3 and Class 4 locations⁷ by July 3, 2012. The purpose of this verification is to ensure that the records accurately reflect the physical and operational characteristics of the subject pipelines and to confirm their established MAOP. Section 60139(b) requires each owner or operator of a pipeline facility to identify and submit to PHMSA documentation relating to each pipeline segment for which its records are insufficient to confirm the established MAOP of the segment by July 3, 2013. Section 60139(c)(1) provides that, after receiving this information, PHMSA must require the pipeline owner or operator of a pipeline facility identified pursuant to section 60139(b) to reconfirm a MAOP “as expeditiously as economically feasible,” and PHMSA must determine what interim actions “are appropriate for the pipeline owner or operator to take to maintain safety until a [MAOP] is confirmed.” Section 60139(c)(2) requires that, in determining the interim actions for each pipeline owner or operator to take, PHMSA must take into account “potential consequences to the public safety and the environment, potential impacts on pipeline system reliability and deliverability, and other factors, as appropriate.”

6. In the recent decisions in *Gulf South, et al.*,⁸ the Commission stated that it would allow partial reservation charge crediting for outages of primary firm service required to comply with orders issued by PHMSA pursuant to section 60139(c) for a transitional two-year period commencing on January 1, 2013. The Commission found that such outages are comparable to those for which partial crediting is allowed as *force majeure*

⁶ An HCA is a location which is defined in the pipeline safety regulations as an area where pipeline releases would have greater consequences to the health, safety, or environment.

⁷ Basically, these are areas with greater population density.

⁸ *Gulf South Pipeline Co., LP*, 141 FERC ¶ 61,224, at P 40 (2012) (*Gulf South*); *Gulf Crossing Pipeline Co. LLC*, 141 FERC ¶ 61,222, at P 40 (2012) (*Gulf Crossing*); *Texas Gas Transmission, LLC*, 141 FERC ¶ 61,223, at P 39 (2012) (*Texas Gas*) (collectively referred to as *Gulf South, et al.*).

events.⁹ However, the Commission held that the nature and timing of any other new safety requirements PHMSA may adopt pursuant to the 2011 Act are too speculative at this time to justify modifying Commission policy to treat any outages resulting from such new requirements similarly to *force majeure* events.

Details of the Filing

7. Portland proposes to revise GT&C section 6.21.4 (Reservation Charge Reimbursement) of its GT&C to provide reservation charge credits in a manner consistent with *NGSA*.¹⁰ Portland proposes in section 6.21.4(a) to provide partial reservation charge credits during *force majeure* outages pursuant to the Safe Harbor Method, with no credits given during the first 10 days of the outage and full credits thereafter. Consistent with this change, Portland proposes to delete existing section 6.21.2(a) which required shippers to continue paying reservation charges during *force majeure* outages.¹¹ Portland proposes in section 6.21.4(b) to provide full reservation charge credits starting on Day One for any non-delivery of gas resulting from non-*force majeure* outages. Portland calculates the credited amounts for both *force majeure* and non-*force majeure* situations based upon confirmable nominations for primary firm service within a Shipper's maximum daily quantity which Portland did not deliver. Finally, Portland proposes in GT&C section 6.21.4(c) to provide partial reservation charge credits for outages to comply with orders issued by PHMSA pursuant to section 60139(c)(1) for a two-year transitional period consistent with recent Commission decisions.¹² Finally, proposed section 6.21.4(d) provides that any exemption from crediting for nominated amounts not confirmed is limited to events caused solely by the conduct of others, such as the shipper or upstream or downstream facility operators not controlled by Portland.

8. Portland states that, in combination with these proposed revisions to the reservation charge crediting language, it proposes to modify the definition of

⁹ *Gulf South*, 141 FERC ¶ 61,224 at n.25; *Gulf Crossing*, 141 FERC ¶ 61,222 at n.24; *Texas Gas*, 141 FERC ¶ 61,223 at n.26 (citing *Florida Gas Transmission Co.*, 107 FERC ¶ 61,074, at P 32 (*Florida Gas*)).

¹⁰ Citing *NGSA*, 135 FERC ¶ 61,055 at P 28.

¹¹ Portland has also revised Section 6.21.2 (Liabilities not Relieved) to address the responsibilities and obligations of both shippers and Portland in situations where performance of either party has been affected.

¹² Citing *Gulf South*, 141 FERC ¶ 61,224 at P 40; *Gulf Crossing*, 141 FERC ¶ 61,222 at P 40; *Texas Gas*, 141 FERC ¶ 61,223 at P 39; and *Dominion Transmission, Inc.*, 142 FERC ¶ 61,154 (2013) (*Dominion*).

force majeure in section 6.2.12, to clarify that outages to comply with government requirements are only considered *force majeure* events if the outages are both outside Portland's control and unexpected.

9. In addition to the above proposals, Portland proposes modifications to its tariff provisions regarding available capacity, ROFR, capacity for expansion projects, liabilities and remedies, and *pro forma* firm contracts. Portland states that the proposed changes, summarized below, are intended to provide greater clarity, increased flexibility, and conformance with current Commission policy.

Section 6.13 - Available Capacity and ROFR

10. Portland proposes to restructure section 6.13 of its GT&C to clearly set forth how capacity will be made available to Shippers and to clarify firm Shipper renewal rights. Portland states that the proposal clearly sets forth an open season and bid evaluation process consistent with provisions previously approved by the Commission in other pipeline tariffs.¹³

11. The ROFR provisions have been consolidated and modified in GT&C section 6.13.3 in order to provide greater clarity and flexibility and to conform with current Commission policy.¹⁴ Portland states that the expanded ROFR provisions set forth notification, posting, and bidding requirements, and include the addition of new ROFR provisions related to expansion projects and the pipeline's ability to negotiate contractual rights of first refusal.

Section 6.26 - Reservation of Capacity for Expansion Projects

12. Portland proposes to add provisions that allow it to reserve capacity for future expansions for which an open season has been or will be held during a 12-month period prior to filing the certificate application for the expansion project. Portland states that its proposed provisions are similar to provisions previously approved by the Commission for use in other pipeline tariffs.¹⁵

¹³ Citing *Tennessee Gas Pipeline Co.*, 105 FERC ¶ 61,167 (2003); *Northern Border Pipeline Company*, Part 6.26.2 – GT&C, Posting of Available Firm Capacity; *Gas Transmission Northwest, LLC*, Part 6.18.2 – GT&C, Firm Service.

¹⁴ Citing *Blue Lake Storage Co.*, FERC Gas Tariff, Part 6.10.1 – GT&C, Firm Storage.

¹⁵ Citing *Gulf South Pipeline Company, LP*, 132 FERC ¶ 61,145, at PP 9-15 (2010), *Gas Transmission Northwest Corp.*, 109 FERC ¶ 61,141 (2004).

Section 7 - Pro forma Contracts

13. Portland proposes revisions to its *pro forma* contracts to eliminate certain outdated provisions and update other provisions. Portland states that the proposed modifications are not intended to affect currently effective contracts and will be applied on a prospective basis only.

Public Notice, Interventions and Protest

14. Public notice of Portland's filing was issued on May 2, 2013. Interventions and protests were due as provided by section 154.210 (18 C.F.R. § 154.210 (2012)). Pursuant to Rule 214, 18 C.F.R. § 385.214 (2012), all timely motions to intervene and any unopposed motions to intervene out-of-time filed before the 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. A limited protest was filed by Hess Corporation (Hess).

15. In its limited protest, Hess disagrees with the Commission's decision to treat outages to comply with the PHMSA orders under section 60139(c) as *force majeure* events for purposes of reservation charge crediting in *Gulf South, et al.*, and *Dominion*.¹⁶ Hess argues that Portland must be required to eliminate proposed GT&C section 6.21.4(c), which allows partial crediting of outages to comply with section 60139(c) PHMSA orders as comparable to *force majeure* occurrences, and, instead, treat the resulting outages as scheduled outages which are subject to full reservation charge crediting.

16. Hess contends that the Commission has recognized that "testing and maintenance are a part of the service provider's duties . . . that are not appropriately considered a *force majeure* event."¹⁷ Hess further contends that the Commission has required pipelines to provide full reservation charge credits for outages due to scheduled maintenance, including maintenance necessary to comply with regulatory requirements.¹⁸ Hess argues that the Commission's waiver of the requirement that pipelines provide full reservation charge credits for scheduled maintenance, while limited in scope and time, is contrary to

¹⁶ These decisions are all subject to pending rehearing requests. As a member of Indicated Shippers, Hess has joined in the Request for Rehearing of *Dominion*.

¹⁷ Citing *Texas Eastern Transmission, LP*, 140 FERC ¶ 61,216 at P 9, quoting *Orbit Gas Storage, Inc.*, 126 FERC ¶ 61,095, at P 68 (2009).

¹⁸ Citing *Florida Gas*, 107 FERC ¶ 61,074 at 61,245; PP 28-29.

the risk-sharing principle embodied in the Commission's policy as set forth in *NGSA*¹⁹ and other orders setting forth current policy.

17. Hess asserts that pipelines have had substantial time since enactment of the 2011 Act to identify segments requiring MAOP reconfirmation, and, therefore, have had significant control over the timing of any resulting service interruptions. Hess further asserts that the scope of the waiver is uncertain to the Commission and shippers and, in most, if not all, practical respects, the MAOP reconfirmation requirements for any given pipeline are no better known today at least to shippers than the other requirements of the 2011 Act that the Commission is treating as non-*force majeure* occurrences for crediting purposes.

18. Finally, Hess argues that the Commission has failed to adequately distinguish between the Safe Harbor and No-Profit methods for reservation charge crediting. Hess asserts that treating MAOP reconfirmation as comparable to a *force majeure* event fails to account for the substantial difference between the operation of the Safe Harbor and No-Profit methods of reservation charge crediting. Hess asserts that, under the Safe Harbor mechanism, Portland would only begin to provide credits on the eleventh day of a firm service failure and, therefore, unless the outage lasts more than ten consecutive days no reservation charge credits would be provided. Hess argues that, in such circumstances, a pipeline such as Portland would not "share the risk" of outages of primary firm service consistent with Commission policy.

Discussion

19. The Commission finds that Portland's proposal to modify its tariff provisions regarding reservation charge credits, available capacity, right of first refusal, capacity for expansion projects, liabilities and remedies, and *pro forma* firm contracts, are consistent with Commission policy. Accordingly, the tariff records referenced in the Appendix are effective June 1, 2013.

20. In accord with *Gulf South, et al.*, the Commission will accept Portland's proposed reservation charge provision as consistent with Commission policy. In *Gulf South, et al.*, the Commission held that it is just and reasonable for pipelines to provide partial reservation charge credits pursuant to the Safe Harbor method for outages of primary firm service to comply with orders issued by PHMSA pursuant to section 60139(c) for a two-year transitional period consistent with Commission policy.²⁰ Section 60139(c)(1)

¹⁹ Citing *NGSA*, 135 FERC ¶ 61,055 at P 13.

²⁰ *Gulf South*, 141 FERC ¶ 61,224 at P 40; *Gulf Crossing*, 141 FERC ¶ 61,222 at P 40; and *Texas Gas*, 141 FERC ¶ 61,223 at P 39.

provides that, after receiving information identifying segments with insufficient records to confirm their MAOP, PHMSA must require the pipeline owner or operator identified pursuant to section 60139(b) to reconfirm a MAOP “as expeditiously as economically feasible.” PHMSA must determine what interim actions “are appropriate for the pipeline owner or operator to take to maintain safety until a [MAOP] is confirmed” taking into account “potential consequences to the public safety and the environment, potential impacts on pipeline system reliability and deliverability, and other factors, as appropriate.”

21. Contrary to the assertions of Hess, the Commission did not waive the requirement that full reservation charge credits are required for outages of firm service due to scheduled maintenance in *Gulf South, et al.* Rather, the Commission expressly distinguished outages due to section 60139(c) PHMSA orders from the outages due to routine, scheduled maintenance. The Commission found that several factors distinguish outages resulting from orders issued by PHMSA pursuant to section 60139(c) from the routine, scheduled maintenance which the Commission has held are within the control of the pipeline and, therefore, must be treated as non-*force majeure* events for which full reservation charge credits must be given.²¹ First, PHMSA’s actions under section 60139(c) would be one-time, non-recurring events. Second, the pipeline could have less discretion concerning the timing of testing to reconfirm MAOP or any interim measures to maintain safety until MAOP can be reconfirmed than it has concerning the timing and location of routine scheduled maintenance. Third, the costs of outages for such one-time testing or interim safety measures would generally not be recurring costs eligible for inclusion in the pipeline’s rates in a general section 4 rate case. Therefore, as the Commission concluded in *Gulf South, et al.*, these outages are comparable to those required by a one-time relocation requirement for highway construction in *Florida Gas* and may be treated as *force majeure* events for purposes of reservation surcharge crediting.²²

22. Hess contends that pipelines have had substantial time since the enactment of the 2011 Act to identify those segments for which reconfirmation will be necessary and they have significant control over the timing of any resulting outages. Hess further contends that the scope of outages due to PHMSA orders pursuant to section 60139(c) are as speculative, at least to shippers, as outages due to the other provisions of the 2011 Act.

²¹ *Gulf South*, 141 FERC ¶ 61,224 at PP 41-44; *Gulf Crossing*, 141 FERC ¶ 61,222 at PP 41-44; *Texas Gas*, 141 FERC ¶ 61,223 at PP 40-43.

²² *Gulf South*, 141 FERC ¶ 61,224 at n.25; *Gulf Crossing*, 141 FERC ¶ 61,222 at n.24; *Texas Gas*, 141 FERC ¶ 61,223 at n.26 (citing *Florida Gas*, 107 FERC ¶ 61,074 at P 32).

23. Section 60139(b) does require pipelines to identify and submit to PHMSA documentation for each segment for which its records are insufficient to confirm the established MAOP of the segment by a deadline of July 3, 2013. However, the Commission's decision in *Gulf South, et al.*, as discussed above, is not related to the period of time between enactment of the 2011 Act and the deadline for MAOP reconfirmation.²³ Rather, the Commission's decision in *Gulf South, et al.*, was based on the one-time non-recurring nature of outages resulting from interim orders issued by PHMSA pursuant to section 60139(c) and PHMSA's authority to issue such orders immediately without further rulemaking proceedings. Further, with respect to a pipeline's discretion over outages to comply PHMSA orders pursuant to section 60139(c), as the Commission recognized in *Gulf South, et al.*, the pipeline would have less discretion concerning the timing of these interim safety measures than the routine, scheduled maintenance for which full reservation credits are required.²⁴ The Commission explained that, therefore, the pipeline may have very little or no discretion concerning the timing of outages related to these interim orders which will probably be issued with little notice and require immediate action.

24. Further, in *Gulf South, et al.*, the Commission specifically distinguished the speculative nature of outages required by section 60139(c) PHMSA from other provisions of the 2011 Act. The Commission found in *Gulf South, et al.*, that unlike other sections of the act, all of which require PHMSA to conduct rulemaking proceedings before modifying current requirements, section 60139(c) does not require PHMSA to conduct any rulemaking proceeding before it orders particular pipelines to reconfirm MAOP and take interim actions to maintain safety until MAOP is reconfirmed.²⁵ Rather, PHMSA may simply issue an order to a particular pipeline tailored to address the specific circumstances of its system. Therefore, PHMSA actions pursuant to section 60139(c) are relatively imminent and could take effect at any time without the need for notice, such as that required for a rulemaking, in contrast with other provisions of the 2011 Act.²⁶ Particularly in light of Congress's concern that MAOP be reconfirmed as expeditiously as economically feasible in order to ensure public safety, the Commission finds it reasonable to provide upfront certainty concerning the pipeline's obligation to provide

²³ See *Dominion*, 142 FERC ¶ 61,154 at P 21.

²⁴ *Gulf South*, 141 FERC ¶ 61,224 at P 42; *Gulf Crossing*, 141 FERC ¶ 61,222 at P 42; *Texas Gas*, 141 FERC ¶ 61,223 at P 41.

²⁵ *Gulf South*, 141 FERC ¶ 61,224 at P 41; *Gulf Crossing*, 141 FERC ¶ 61,222 at P 41; *Texas Gas*, 141 FERC ¶ 61,223 at P 40.

²⁶ *Id.*

reservation charge credits during any outages resulting from section 60139(c) PHMSA orders and minimize any disincentives to expeditious compliance.

25. Hess has also failed to support its claim that the Safe Harbor method does not share the risk of outages consistent with Commission policy. As the Commission stated in *Dominion*:

Commission policy permits a pipeline to choose which crediting method to adopt for outages due to *force majeure* events.²⁷ In *North Baja*,²⁸ the court found that the Safe Harbor method, as one of the methods approved by the Commission, “incorporate[s] a careful balancing of risk between shippers and pipelines,” and, therefore, a pipeline could be reasonably required to adopt this method of equitable sharing.²⁹

26. As the court in *North Baja* indicated, the Commission may reasonably require a pipeline to choose either the Safe Harbor or No-Profit method or propose another “formula that achieves an equitable cost-sharing in the same ballpark” as those two approved methods.³⁰ Accordingly, because the Commission has found that outages due to PHMSA orders pursuant to section 60139(c) may be treated similarly to *force majeure* outages, use of the Safe Harbor method by Portland is appropriate.

27. Finally, we clarify that this authorization for partial crediting pursuant to the Safe Harbor method includes outages to comply with the interim PHMSA orders which begin within the two-year transitional period. Thus, Portland will not be required to provide any reservation charge credits during the full ten-day Safe Harbor period, even if that outage begins less than ten days before June 1, 2015.³¹

²⁷ Citing, e.g., *NGSA*, 135 FERC ¶ 61,055 at P 17; Opinion No. 406, 76 FERC ¶ 61,022, *order of reh’g*, Opinion No. 406-A, 80 FERC ¶ 61,070, *as clarified by, Rockies Express*, 116 FERC ¶ 61,272 at P 63.

²⁸ Citing *North Baja*, 483 F.3d 819, 822.

²⁹ *Dominion*, 142 FERC ¶ 61,154 at P 22.

³⁰ *North Baja*, 483 F.3d 819, 822.

³¹ This clarification applies only to pipelines utilizing the Safe Harbor method. Pipelines using the No-Profit method or other appropriate method, which is not limited to a ten-day period, may file for authorization to permit partial crediting for outages extending beyond the two-year transitional period pursuant to section 4 of the Natural Gas Act (NGA).

The Commission orders:

(A) The tariff records listed in the Appendix to this order are accepted to become effective June 1, 2013, as proposed.

(B) The protest filed by Hess is rejected, as discussed above.

By the Commission.

(S E A L)

Kimberly D. Bose,
Secretary.

Appendix

Portland Natural Gas Transmission System FERC NGA Gas Tariff PNGTS Tariffs

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