

194 FERC ¶ 61,204
UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: Laura V. Swett, Chairman;
David Rosner, Lindsay S. See,
Judy W. Chang, and David LaCerte.

Baltimore Gas and Electric Company
Washington Gas Light Company
v.
Columbia Gas Transmission, LLC

Docket No. RP25-740-001

ORDER ADDRESSING ARGUMENTS RAISED ON REHEARING

(Issued March 19, 2026)

1. On October 16, 2025, the Commission issued an order¹ granting in part and denying in part the complaint (Complaint) of Baltimore Gas and Electric Company and Washington Gas Light Company (together, Complainants), filed pursuant to sections 5, 7, and 16 of the Natural Gas Act (NGA)² and Rule 206 of the Commission's Rules of Practice and Procedure,³ alleging, in part, that Columbia Gas Transmission, LLC (Columbia) misinterpreted and misapplied terms in the Columbia Gas Transmission, LLC, Baseline Tariff records (Tariff) regarding *force majeure* and reservation charge crediting. On November 17, 2025, Columbia filed a timely request for rehearing of the Complaint Order.

2. Pursuant to *Allegheny Defense Project v. FERC*,⁴ the rehearing request filed in this proceeding may be deemed denied by operation of law. However, as permitted by

¹ *Balt. Gas & Elec. Co. v. Columbia Gas Transmission, LLC*, 193 FERC ¶ 61,036 (2025) (Complaint Order).

² 15 U.S.C. §§ 717d, 717f, & 717o.

³ 18 C.F.R. § 385.206 (2025).

⁴ 964 F.3d 1 (D.C. Cir. 2020) (en banc).

section 19(a) of the NGA,⁵ we are modifying the discussion in the Complaint Order and continue to reach the same result in this proceeding, as discussed below.⁶

I. Background

3. Columbia and Complainants agreed that there are no material facts in dispute in this proceeding.⁷ On July 25, 2023, Columbia's Line VB, a 26-inch natural gas pipeline constructed in 1950, ruptured near Strasburg, Virginia (Rupture). Columbia declared a *force majeure* event and announced service disruptions on Line VB.⁸

4. The Pipeline and Hazardous Materials Safety Administration (PHMSA) issued a corrective action order on July 28, 2023, and an amended corrective action order (ACAO) on August 15, 2023,⁹ defining the "Affected Pipelines" as Line VB from the Dysart valve setting to the Virginia/Maryland border, as well as Lines VB-5 and VB-Loop from the Dysart valve setting to the Strasburg Compressor Station (CS). The ACAO also defined part of the Affected Pipelines as the "Isolated Segment," specifically, Line VB from valve 3130 at Moo Manor valve setting to valve VB-013 at the Strasburg CS. The ACAO required Columbia to completely shut down the Isolated Segment, reduce pressure to 80% of pre-failure levels on Affected Pipelines, complete a root cause failure analysis (RCFA), submit a remedial work plan, conduct various other tests and inspections, and comply with reporting requirements specific to the defined pipeline segments.¹⁰

⁵ 15 U.S.C. § 717r(a) ("Until the record in a proceeding shall have been filed in a court of appeals, as provided in subsection (b), the Commission may at any time, upon reasonable notice and in such manner as it shall deem proper, modify or set aside, in whole or in part, any finding or order made or issued by it under the provisions of this chapter.").

⁶ *Allegheny Def. Project*, 964 F.3d at 16-17. The Commission is not changing the outcome of the Complaint Order. *See Smith Lake Improvement & Stakeholders Ass'n v. FERC*, 809 F.3d 55, 56-57 (D.C. Cir. 2015).

⁷ Complaint Order, 193 FERC ¶ 61,036 at P 4 (citing Columbia April 24 answer at 2; Complainants May 9 Answer at 6; Columbia May 27 Answer at 2).

⁸ *Id.* P 4 (citing Gillison Aff. Ex. 11).

⁹ *Id.* P 5 (citing Scheerer Aff. Ex. 4).

¹⁰ *Id.*

5. Item 9 of the ACAO (Item 9) required that Columbia address in the final RCFA report “whether the findings and lessons learned are applicable to other locations on [Columbia’s] pipeline system.”¹¹ Item 10 of the ACAO required that Columbia “[d]etermine if conditions similar to those contributing to the failure on July 25, 2023 are likely to exist elsewhere on the *Affected Pipelines*” and “[c]onduct additional field tests, inspections, assessments, and evaluations to determine whether, and to what extent, the conditions associated with the failure on July 25, 2023, and other failures from the failure history [...] or any other integrity threats are present elsewhere on the *Affected Pipelines*.”¹² Columbia submitted the remedial work plan and final RCFA report to PHMSA on October 25 and 26, 2023, respectively.¹³ By December 14, 2023, PHMSA had approved normal operating pressures for all segments, except for the Isolated Segment.¹⁴

6. On January 9, 2024, Columbia warned of potential capacity reductions starting as early as January 14, 2024, due to forecasted cold weather, increased market demand, and ongoing remediation work on all B-System Lines.¹⁵ On January 12, 2024, Columbia initiated an operational flow order (OFO) for all deliveries of gas through the Lost River CS constraint point. The OFO reiterated that the restriction of firm transportation was due to the ongoing *force majeure* declaration and work done pursuant to the remedial work plan. On January 15, 2024, Columbia implemented restrictions at Lost River CS, reducing capacity to 2,600,000 Dekatherms (Dth), continuing through January 22, 2024, with a temporary increase to 2,700,000 Dth on January 18, 2024.¹⁶ In total during the period January 15-22, 2024, “Columbia reduced ... firm nominations” by 50,779 Dth for

¹¹ *Id.* P 6 (quoting Scheerer Aff. Ex. 4).

¹² *Id.* (quoting Scheerer Aff. Ex. 4) (emphasis in original).

¹³ *Id.*

¹⁴ *Id.* P 8.

¹⁵ *Id.* P 9 (citing Gillison Aff. Ex. 12, at 1).

¹⁶ *Id.* (citing Gillison Aff. Ex. 13, at 2).

BGE and 263,221 Dth for WGL,¹⁷ and required advance nomination of no-notice services.¹⁸ On January 22, 2024, Columbia lifted the OFO effective that same day.¹⁹

7. Columbia continued remediation activities on certain segments for several more months, citing its PHMSA obligations. On September 5, 2024, Columbia ended its *force majeure* declaration, stating that it anticipated no commercial impact from its remaining remediation work.²⁰

8. Complainants alleged that Columbia improperly extended its *force majeure* declaration beyond the scope of the ACAO, resulting in voluntary pressure reductions and inspections on B-System Lines that were not mandated by PHMSA. Complainants argued that the PHMSA-required emergency repairs needed to bring the Affected Pipelines back to a fully operational status were complete as of December 14, 2023.²¹ Complainants specifically challenged testing and associated operating pressure restrictions conducted during the Complaint Period on sections of the B-System Lines that did not qualify as either the Affected Pipelines or the Isolated Segment (Unaffected B-System Lines). Complainants alleged that the operating pressure restrictions and associated testing that occurred between December 14, 2023, and September 5, 2024, (Complaint Period), when Columbia ended its *force majeure* declaration, were not justified under the Tariff's *force majeure* provisions.

A. Complaint Order

9. The Commission granted in part and denied in part the Complaint. As relevant here, the Commission agreed with the Complainants that “Columbia misapplied *force majeure*” by conducting work on B-System Lines that PHMSA did not deem to be “Affected Pipelines,” and restricting service even after PHMSA authorized full service to be restored.²²

10. The Commission defined *force majeure* events as “events that are not only uncontrollable, but also unexpected,” and explained that scheduled maintenance cannot

¹⁷ *Id.* (citing Columbia Answer at 9).

¹⁸ *Id.* (citing Gillison Aff. Ex. 13, at 2-3).

¹⁹ *Id.*

²⁰ *Id.* P 10 (citing Columbia Supplemental Answer).

²¹ *Id.* P 11 (citing Complaint at 7, Scheerer Aff. 8, Gillison Aff. 6).

²² *Id.* P 37.

qualify as a *force majeure* event.²³ The Commission recognized that, when maintenance is performed in response to an unexpected event or an emergency government order, the distinction between *force majeure* and non-*force majeure* is less obvious. The Commission explained that, while “special, one-time tests required by PHMSA because of a specific pipeline failure, which are not part of the pipeline’s routine, periodic integrity management program, may qualify as a *force majeure* event,”²⁴ such one-time tests must otherwise meet the rest of the definition of *force majeure*.²⁵ Hence, the Commission would consider the degree of the pipeline’s discretion concerning the timing of those tests, and whether the associated costs to the pipeline would generally not be recurring costs, in determining whether the testing was sufficiently uncontrollable and unexpected to be considered *force majeure*.²⁶

11. The Commission recognized that the ACAO’s definition of Affected Pipelines and Isolated Segment unambiguously excluded the sections of the B-System Lines on which the relevant testing was conducted, i.e., the Unaffected B-System Lines.²⁷ The Commission also determined that Item 9, which directed Columbia to evaluate the applicability of lessons learned from the Rupture to other sections of Columbia’s system, “does not mandate immediate testing on non-specified segments.”²⁸ In sum, the Commission found that “Columbia had discretion over the time and manner of testing beyond the Affected Pipelines and Isolated Segment,”²⁹ and that the activities that Columbia conducted on the Unaffected B-System Lines did not qualify as *force majeure* events.³⁰

12. The Commission also explained that Columbia uses the safe harbor method of sharing the risk of *force majeure* outages, meaning that, during a *force majeure* outage, Columbia must start paying out full reservation charge credits after 10 days of failure to

²³ *Id.* P 30.

²⁴ *Id.* P 32 (quoting *TransColorado Gas Transmission, LLC*, 144 FERC ¶ 61,175, at P 43 (2013) (*TransColorado*)).

²⁵ *Id.*

²⁶ *Id.*

²⁷ *Id.* P 36.

²⁸ *Id.*

²⁹ *Id.*

³⁰ *Id.* P 37.

provide service.³¹ The Commission found that the 10-day safe harbor period ended as of August 4, 2023, ten days after the Rupture on July 25, 2023. Consequently, the Commission found that the safe harbor did not apply to the Complaint Period, and shippers must be fully credited for any outages during that period, either *force majeure* or non-*force majeure*.³²

B. Request for Rehearing

13. Columbia argues that the Commission erred in determining that Columbia's operating pressure restrictions on the Unaffected B-System Lines did not constitute *force majeure* events.³³ Columbia avers that, to comply with the ACAO, Columbia "was required" to restrict operating pressures and conduct in-line inspections on the Unaffected B-System Lines.³⁴ Columbia states that Item 9 required Columbia to complete an RCFA within 90 days, and to submit a final report including the findings and any lessons learned from the RCFA and whether those findings and lessons learned are applicable to other locations within Columbia's pipeline system.³⁵ Columbia states that it submitted the final RCFA report to PHMSA as required on October 26, 2023, and that the final RCFA report identified the Unaffected B-System Lines as subject to conditions similar to those that caused the Rupture.³⁶ Columbia argues that the ACAO provided that it would not be closed until Columbia submitted a Corrective Action Order Documentation Report that allowed PHMSA to thoroughly review all actions taken by Columbia in response to the ACAO.³⁷ Columbia submits that it was therefore "required to implement operating pressure reductions and conduct various types of inspections and testing on those similarly situated pipelines"³⁸ to guard against further incidents.³⁹

³¹ *Id.* P 40.

³² *Id.* P 42.

³³ Request for Rehearing at 3.

³⁴ *Id.* at 2, 7, 12.

³⁵ *Id.* at 5.

³⁶ *Id.*

³⁷ *Id.*

³⁸ *Id.* at 6.

³⁹ *Id.* at 3, 10.

14. Columbia contends that the Commission erred in finding that, because the Unaffected B-System Lines “were not specifically included among the facilities defined in the ACAO,” Columbia had discretion with respect to the timing of the testing and operating pressure restrictions on the Unaffected B-System Lines.⁴⁰ Columbia argues that the Commission “based this [finding] simply on the fact that the [Unaffected] B-System Lines were not included in the definitions of ‘Affected Pipelines’ or ‘Isolated Segment’ under the ACAO,” but that the operating pressure restrictions were in fact required to comply with the ACAO and should have been treated as *force majeure* events.⁴¹ Columbia claims that the Commission misapplied its own precedent by “concluding that the absence of direct references to the [Unaffected] B-System Lines in the ACAO [meant] that Columbia had discretion with respect to the timing of” the relevant corrective actions.⁴²

15. In particular, Columbia argues that the Commission previously has held that force majeure may include “special, one-time tests required by PHMSA because of a specific pipeline failure, which are not a part of routine integrity management system.”⁴³ Columbia emphasizes that under Commission precedent, such “one-time” tests need not be on the portion of the pipeline system directly impacted by a failure, and argues that, therefore, Columbia’s operating pressure restrictions “plainly constituted *force majeure* events.”⁴⁴

16. Columbia quotes the Commission’s finding that the authority cited by Columbia addresses “tariff revisions allowing one-time PHMSA tests as *force majeure* but do not extend to discretionary expansions beyond explicit PHMSA directives.”⁴⁵ Columbia asserts that the Commission erred in finding that, because PHMSA did not “specify the actual timing of the work on the [Unaffected] B-System Lines and merely required

⁴⁰ *Id.* at 2-3.

⁴¹ *Id.* at 9.

⁴² *Id.* at 10 (citing *TransColorado*, 144 FERC ¶ 61,175; *Gulf S. Pipeline Co.*, 144 FERC ¶ 61,215 (2013) (*Gulf South*); *Gulf Crossing Pipeline Co.*, 145 FERC ¶ 61,021 (2013) (*Gulf Crossing*); *Tex. Gas Transmission, LLC*, 145 FERC ¶ 61,100 (2013) (*Texas Gas*).)

⁴³ *Id.* at 11 (quoting *TransColorado*, 144 FERC ¶ 61,175).

⁴⁴ *Id.*

⁴⁵ *Id.* at 12 (quoting Complaint Order, 193 FERC ¶ 61,036 at P 37).

evaluations,” Columbia had control over the timing of that work.⁴⁶ Columbia argues that it lacked discretion to time the “testing on the [Unaffected] B-System Lines in order to identify conditions that were similar to those that led to [the Rupture],” and that the operating pressure restrictions were necessary “during the testing process in order to guard against further incidents until the testing could be completed.”⁴⁷ Columbia avers that it could not postpone those actions, “given that such conditions already had led” to the Rupture.⁴⁸ Columbia asserts that because these maintenance activities were “beyond [Columbia’s] control,” they constitute “unexpected and uncontrollable events” that should properly be treated as *force majeure* events.⁴⁹

II. Determination

17. We remain unpersuaded by Columbia’s argument that the testing and operating pressure restrictions on the Unaffected B-System Lines conducted during the Complaint Period “were required to comply with the ACAO,”⁵⁰ and thus qualified as *force majeure* events. As the Commission explained in the Complaint Order, Columbia’s tariff, GT&C section 15.1, provides a list of *force majeure* events which includes “the binding order of any ... governmental authority which has been resisted in good faith by all reasonable legal means.”⁵¹ We continue to find that, under Columbia’s tariff, *force majeure* arises from a government order only if “both the scheduled date and location of maintenance are outside Columbia’s control,” and any maintenance for which Columbia controls the schedule or location is not *force majeure*.⁵² In order for testing and the associated implementation of operating pressure restrictions to qualify as *force majeure* events (whether required by circumstance or governmental directive), a pipeline must have “less

⁴⁶ *Id.*

⁴⁷ *Id.*

⁴⁸ *Id.* at 12-13.

⁴⁹ *Id.* at 13.

⁵⁰ *Id.* at 9.

⁵¹ Complaint Order, 193 FERC ¶ 61,036 at P 33 (citing Columbia Gas Transmission, LLC, FERC Tariff, Gen. Terms & Conditions, 15. FORCE MAJEURE (0.0.0)).

⁵² Complaint Order, 193 FERC ¶ 61,036 at P 33.

discretion concerning the timing” of such testing than it has concerning the timing and location of routine scheduled maintenance.⁵³

18. As the Commission explained in the Complaint Order, the only provisions in the ACAO that explicitly directed Columbia to restrict operating pressures and conduct in-line inspections applied to the Affected Pipelines and Isolated Pipeline, the definitions of which the Commission found unambiguously excluded the Unaffected B-System Lines.⁵⁴ However, in contrast to Columbia’s arguments,⁵⁵ the Commission did not solely rely upon the “lack of direct references”⁵⁶ to the Unaffected B-System Lines in the ACAO to find that Columbia had discretion with respect to the timing of any corrective actions it took. Rather, the Commission found that the provisions in the ACAO that explicitly mandated testing and operating pressure restrictions did not include the Unaffected B-System Lines, and, therefore, any such requirements imposed by PHMSA with respect to the Unaffected B-System Lines must flow from a different section of the ACAO.⁵⁷ But as discussed below, we find that the remaining ACAO provisions did not require Columbia to restrict operating pressures and conduct inspections on the Unaffected B-System Lines.

19. Columbia contends that it was required to restrict operating pressures and conduct testing pursuant to Item 9, which required that Columbia include in the final RCFA report “any findings and lessons learned and whether the findings and lessons learned are applicable” to other locations on Columbia’s pipeline system, as well as the ACAO’s requirement that Columbia submit a Corrective Action Order Documentation Report

⁵³ See *TransColorado*, 144 FERC ¶ 61,175 at PP 41, 43.

⁵⁴ Complaint Order, 193 FERC ¶ 61,036 at P 36.

⁵⁵ Request for Rehearing at 9 (arguing that the Commission’s finding that Columbia improperly treated the work on the Unaffected B-System Lines as *force majeure* was based “on the fact that the [Unaffected] B-System Lines were not included in the definitions of ‘Affected Pipelines’ or ‘Isolated Segment’ under the ACAO”).

⁵⁶ *Id.* at 10.

⁵⁷ See Complaint Order, 193 FERC ¶ 61,036 at P 36. See also *NLRB v. SW Gen., Inc.*, 580 U.S. 288, 290 (2017) (stating that the interpretive rule that expressing one item of an associated group or series excludes another member that was left unmentioned applies when the circumstances support a sensible inference that the term left out must have been intended to be excluded) (quoting *Chevron U.S.A. Inc. v. Echazabal*, 536 U.S. 73, 81 (2002)).

allowing PHMSA to complete a thorough review of all actions taken by Columbia with regard to the ACAO before PHMSA would close the ACAO.⁵⁸

20. As the Commission explained in the Complaint Order, “Item 9 of the ACAO directing Columbia to evaluate applicability does not mandate immediate testing on non-specified segments.”⁵⁹ Item 9 required only that Columbia submit a final RCFA report that “include[s] findings and any lessons learned and whether the findings and lessons learned are applicable to other locations within [Columbia’s] pipeline system.”⁶⁰ Columbia submitted the final RCFA report containing its findings and lessons learned (and whether those findings and lessons learned are applicable to other locations within Columbia’s system) on October 26, 2023.⁶¹ At that point, Columbia’s immediate obligations under Item 9 of ACAO were satisfied, and additional testing was not mandated under that provision. Consequently, Item 9 did not require the testing and operating pressure restrictions conducted by Columbia on the Unaffected B-System Lines during the Complaint Period, which began after the final RCFA report had been submitted.⁶²

21. Similarly, we do not find persuasive Columbia’s reliance on the ACAO’s provision stating that PHMSA would not close the ACAO until Columbia submitted a Corrective Action Order Documentation Report allowing PHMSA “to complete a thorough review of all actions” taken by Columbia with regard to the ACAO.⁶³ That provision sets forth the procedural requirements for closing the ACAO and did not in and of itself mandate testing or operating pressure restrictions. Nor has Columbia shown that PHMSA issued directives conditioning the closure of the ACAO on Columbia conducting the relevant testing and operating pressure restrictions on the Unaffected B-System Lines during the Complaint Period.

⁵⁸ Request for Rehearing at 5.

⁵⁹ Complaint Order, 193 FERC ¶ 61,036 at P 36.

⁶⁰ Scheerer Aff. Ex. 4.

⁶¹ Complaint Order, 193 FERC ¶ 61,036 at P 6.

⁶² *Id.* P 36. Columbia’s decision not to conduct testing on the Unaffected B-System Lines and invoke *force majeure* while it was conducting the RCFA (or immediately after the submission of the final RCFA report) suggests that Columbia itself may not have viewed Item 9 as requiring such testing on the Unaffected B-System Lines at the time Columbia conducted the RCFA.

⁶³ Request for Rehearing at 5 (quoting ACAO, Required Corrective Actions, ¶ 11).

22. Columbia contends that it lacked discretion regarding the corrective actions it took in relation to the Unaffected B-System Lines, as it identified the Unaffected B-System Lines as “having similar operating characteristics to the pipe impacted” by the Rupture.⁶⁴ Yet Columbia has not shown that evaluating “whether the findings and lessons learned” from the RCFA applied to other locations necessitated testing and operating pressure restrictions on the Unaffected B-System Lines. For instance, Columbia has not demonstrated that the testing and operating pressure restrictions were necessary “in order to guard against further incidents,”⁶⁵ as Columbia did not describe conditions establishing that there was a “clear and present danger to its system”⁶⁶ or a risk of further incidents, or that those conditions limited Columbia’s discretion concerning timing to such a degree that the testing it conducted and the operating pressure restrictions it imposed satisfied the *force majeure* standard. As discussed above, in directing Columbia to evaluate the applicability of lessons learned, the ACAO does not mandate any such testing or specify the timing for implementing those lessons.⁶⁷ Hence, even crediting Columbia’s assertion that testing and operating pressure restrictions on the Unaffected B-System Lines were indirectly conducted in response to the Rupture,⁶⁸ we continue to find that Columbia “had discretion over the time and manner of testing beyond the Affected Pipelines and Isolated Segment.”⁶⁹

23. Columbia’s argument that it should prevail because the Commission has held that some one-time tests required by PHMSA after a rupture may qualify as *force majeure*

⁶⁴ *Id.* at 10; *see also id.* at 12-13 (asserting that Columbia lacked discretion to time the testing on the Unaffected B-System Lines, given that it identified those lines as having conditions similar to those that led to the Rupture).

⁶⁵ *Id.* at 12.

⁶⁶ *Id.*

⁶⁷ *Supra* P 20. The potential conditions on the Unaffected B-System Lines also do not qualify as a *force majeure* event apart from PHMSA requirements. *Compare Portland Nat. Gas Transmission Sys.*, 150 FERC ¶ 61,184, at P 2 (2015) (“The Commission has defined *force majeure* outages as events that are both unexpected and uncontrollable.”) *with* Complaint Order, 193 FERC ¶ 61,036 at P 36 (noting the RCFA identified Unaffected B-System Lines pressure reductions and in-line inspections as “prudent” measures); *see also id.* P 37 (“Scheduled testing, even if prudent, is controllable and does not qualify as a *force majeure* event”).

⁶⁸ Request for Rehearing at 11.

⁶⁹ Complaint Order, 193 FERC ¶ 61,036 at P 36.

events⁷⁰ is unavailing. As explained above, Columbia has not shown that the ACAO required Columbia to perform the testing and operating pressure restrictions on the Unaffected B-System Lines during the Complaint Period.⁷¹ Additionally, as explained in the Complaint Order, the proceedings cited by Columbia “address tariff revisions allowing one-time PHMSA tests as *force majeure* but do not extend to discretionary expansions beyond explicit PHMSA directives.”⁷² In each of the proceedings cited by Columbia, the Commission explained that “special, one-time-tests required by PHMSA because of a specific pipeline failure . . . may qualify as a *force majeure* event for which partial reservation crediting is reasonable” because “the pipeline could have less discretion concerning the timing of such special tests than it has concerning the timing and location of routine scheduled maintenance,” and such testing would generally not be eligible for inclusion in the pipeline’s NGA section 4 rates.⁷³ The Commission went on to explain, in *TransColorado*, that routine testing, maintenance, and repair events were not *force majeure* as they were “within the pipeline’s control including when performed in compliance with governmental orders and regulations.”⁷⁴ Here, while the Rupture itself was outside of Columbia’s control, Columbia has not established that the ACAO removed Columbia’s discretion regarding the timing of the testing and operating pressure restrictions on the Unaffected B-System Lines that Columbia conducted during the

⁷⁰ Request for Rehearing at 11 (citing *Gulf Crossing*, 154 FERC ¶ 61,021 at P 33; *TransColorado*, 144 FERC ¶ 61,175; *Texas Gas*, 145 FERC ¶ 61,100; *Gulf South*, 144 FERC ¶ 61,215).

⁷¹ *Supra* PP 18, 22.

⁷² Complaint Order, 193 FERC ¶ 61,036 at P 37.

⁷³ *TransColorado*, 144 FERC ¶ 61,175 at P 43; *Texas Gas*, 145 FERC ¶ 61,100 at P 33; *Gulf Crossing*, 145 FERC ¶ 61,021 at P 33; *Gulf South*, 144 FERC ¶ 61,215 at P 32.

⁷⁴ *TransColorado*, 144 FERC ¶ 61,175 at P 43. The Commission also required *TransColorado* to revise its definition of *force majeure* “to clarify that the events described in the two clauses related to compliance with governmental regulations and testing must be outside the control of *TransColorado* in order to qualify as *force majeure* events.” *TransColorado*, 144 FERC ¶ 61,175 at P 44. *See also Texas Gas*, 145 FERC ¶ 61,100 at P 33 (“[T]he Commission has consistently treated outages related to compliance with PHMSA’s integrity management regulations as non-*force majeure* events, which are reasonably within the control of the pipeline and expected.”); *Gulf Crossing*, 145 FERC ¶ 61,021 at P 33 (same); *Gulf South*, 144 FERC ¶ 61,215 at P 32 (same).

Complaint Period,⁷⁵ particularly after the final RCFA report was submitted to PHMSA on October 26, 2023.⁷⁶

24. Finally, the Commission explained in the Complaint Order that Columbia uses the 10-day safe harbor method of risk sharing for the award of reservation charge credits during a *force majeure* outage.⁷⁷ Here, every claimed *force majeure* event raised in the Complaint originates from a single event: the Rupture on July 25, 2023.⁷⁸ At the same time, the Complaint Period runs from December 2023 through September 2024.⁷⁹ Therefore, we continue to find, as the Commission did in the Complaint Order,⁸⁰ that even if the ACAO required Columbia to conduct testing on the Unaffected B-System Lines, Columbia would still be required to provide reservation charge credits, in nearly identical amounts, to compensate for the operating pressure restrictions it imposed beyond the Affected Pipelines and Isolated Segment during the Complaint Period, which began well after the 10-day safe harbor period.

The Commission orders:

In response to Columbia's request for rehearing, the Complaint Order is hereby modified and the result sustained, as discussed in the body of this order.

By the Commission.

(S E A L)

Carlos D. Clay,
Deputy Secretary.

⁷⁵ Complaint Order, 193 FERC ¶ 61,036 at P 36.

⁷⁶ *See supra* P 20.

⁷⁷ Complaint Order, 193 FERC ¶ 61,036 at P 40.

⁷⁸ *Id.* P 42.

⁷⁹ *Id.*

⁸⁰ *Id.*