

122 FERC ¶ 61,237
FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, D.C. 20426

March 20, 2008

In Reply Refer To:
Columbia Gas Transmission Corporation
Docket No. RP08-127-000

Columbia Gas Transmission Corporation
5151 San Felipe, Suite 2500
Houston, TX 77056-3639

Attention: James R. Downs
Director of Regulatory Affairs

Reference: Revisions to Pro Forma Service Agreement

Dear Mr. Downs:

1. On December 17, 2007, Columbia Gas Transmission Corporation (Columbia) filed tariff sheets¹ to revise the appendices of *pro forma* service agreements for various rate schedules.² Columbia states that the revised tariff sheets will further facilitate contract administration where shippers have combined multiple service agreements under the same rate schedule. The referenced tariff sheets are accepted effective May 1, 2008, subject to the discussion below.

2. Columbia's tariff permits it to combine multiple service agreements under the same rate schedule with varying terms of service for different contract demand quantities into a single service agreement.³ Columbia proposes to revise the appendices to the *pro forma* service agreements by adding new column headings, moving existing language and deleting language deemed no longer necessary. Columbia states that additional revisions

¹ See Appendix.

² Rate Schedules FTS (Firm Transportation Service), NTS (No-Notice Service), SST (Storage Service Transportation), OPT (Off-Peak Firm Transportation Service), and FSS (Firm Storage Service).

³ See sections 2(e) of Rate Schedules FTS, NTS and OPT; section 2(f) of Rate Schedule SST and section 2(g) of Rate Schedule FSS.

to the appendices are required to further facilitate the ease of administration of such contracts. Columbia further states that the proposed revisions will ensure that the affected appendices are fully consistent with the functionality of Columbia's new Navigates Electronic Bulletin Board that is scheduled to begin operation on May 1, 2008.

3. Public notice of the filing was issued on December 19, 2007. Interventions and protests were due as provided in section 154.210 of the Commission's regulations. Pursuant to Rule 214 (18 C.F.R. § 385.214 (2007)), all timely filed motions to intervene and any 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. The NiSource Distribution Companies⁴ filed a comment and Piedmont Natural Gas Company, Inc. (Piedmont) filed a request for clarification. On January 7, 2008, Columbia filed an answer to the filed comments. Under Rule 213(a)(2) of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.213(a)(2) (2007), answers to protests are not accepted unless otherwise ordered by the Commission. We will accept Columbia's answer because it further clarifies the issues.

4. NiSource Distribution Companies and Piedmont raise concerns with the introduction of the new term "Recurrence Interval" in the appendices. NiSource Distribution Companies state that this term is neither defined nor explained in the filing. The NiSource Distribution Companies submit that the tariff changes proposed in this proceeding should not be used as a vehicle to alter the substantive contract rights of Columbia's shippers, or to effectuate any departures from long-standing interpretations or practices which would adversely affect the shippers' operations. Additionally, NiSource Distribution Companies assert that when the Commission first authorized Columbia to permit shippers to combine different service agreements with varying terms and conditions into a single agreement, the Commission found that each service agreement's rights and obligation remained unchanged, and that no change in any such provision would occur simply because the provision was being reflected in a single document.⁵ If the proposed changes have such an impact, the NiSource Distribution Companies reserve their right to oppose this filing. Similarly, Piedmont states that the term "Recurrence Interval" is not currently defined in Columbia's tariff nor is it in the submitted filing. Piedmont states that should the term "Recurrence Interval" cause a change to any service agreement's rights and obligations, Piedmont reserves its right to oppose this filing.

⁴ The NiSource Distribution Companies are made up of the following companies: Columbia Gas of Kentucky, Inc., Columbia Gas of Maryland, Inc., Columbia Gas of Ohio, Inc., Columbia Gas of Pennsylvania, Inc., and Columbia Gas of Virginia, Inc.

⁵ *Citing, Columbia Gas Transmission Corp.*, 105 FERC ¶ 61,326, at P 8 (2003).

5. Columbia's answer states that the addition of the Recurrence Interval column in the *pro forma* service agreement appendices will not affect the substantive rights of its shippers, will not change any rights or obligations under existing service agreements, and does not depart from any interpretation or practice required by its tariff. Columbia states that the new Recurrence Interval column was added to the service agreement appendices to designate whether the contract demand volume is the same during each month of the contract's term or whether there are seasonal differences in volumes. Columbia further states that other than providing a column to show this information, the Recurrence Interval column will have no effect on the shipper's contractual rights or on Columbia's service obligations.

6. Columbia's answer states that the addition of the Recurrence Interval column in the *pro forma* service agreement appendices will not affect the shipper's contractual rights or Columbia's service obligations. However, the Commission is unclear on how the column is used when there are seasonal differences in combined contracts. The Commission is also uncertain of the meaning of the relevant term. Therefore, Columbia is directed to include in its tariff a definition of the term "Recurrence Interval" and to file examples of what would be placed in the column in situations when there are seasonal differences in the contract demand volume and if there are no differences in the contract demand volume. Therefore, the Commission will accept the tariff sheets listed in the appendix, effective May 1, 2008, subject to Columbia filing the requested information and tariff revision within 15 days of the issuance of this order.

By direction of the Commission.

Nathaniel J. Davis, Sr.,
Deputy Secretary.

Appendix

Columbia Gas Transmission Corporation
FERC Gas Tariff
Second Revised Volume No. 1

Tariff Sheets Accepted Effective May 1, 2008

Tenth Revised Sheet No. 501
Fifth Revised Sheet No. 501A
Sixth Revised Sheet No. 502
Fourth Revised Sheet No. 502B
Tenth Revised Sheet No. 503
Fifth Revised Sheet No. 503.01
Fourth Revised Sheet No. 503A
Third Revised Sheet No. 504
Fifth Revised Sheet No. 505
Third Revised Sheet No. 505A
Eighth Revised Sheet No. 511