

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: Pat Wood, III, Chairman;
Nora Mead Brownell, and Joseph T. Kelliher.

Algonquin Gas Transmission Company

Docket Nos. RP00-331-004,
RP00-331-005, RP01-23-006,
RP01-23-007, RP03-176-002 and
RP03-176-003

ORDER ON REHEARING AND COMPLIANCE FILING

(Issued March 30, 2004)

1. On July 23, 2003, the Commission issued an Order on Rehearing and Compliance Filing (July 23 Order)¹ in this proceeding. Requests for rehearing of that order were filed by Algonquin Gas Transmission Company (Algonquin) and jointly by Algonquin; Bay State Gas Company; Connecticut Natural Gas Corporation; New England Gas Company; Northern Utilities, Inc.; City of Norwich, Department of Public Utilities; NSTAR Electric and Gas Corporation; The Southern Connecticut Gas Company; Yankee Gas Services Company; Town of Middleborough, Massachusetts, Municipal Gas and Electric Department, and The KeySpan Delivery Companies (Joint Movants). On August 12, 2004, Algonquin made its filing to comply with the July 23 Order. Comments on Algonquin's compliance filing were filed by New England Local Distribution Companies (New England LDCs).

2. This order addresses the requests for rehearing of the July 23 Order and Algonquin's filing to comply with that order. For the reasons discussed below, the Commission denies the requests for rehearing and provides clarification as set forth below. The Commission accepts Algonquin's compliance filing subject to the conditions discussed below. This order benefits customers by enhancing pipeline transportation services consistent with the Commission's policies in Order Nos. 637, 587-G and 587-L.

¹ 104 FERC ¶ 61,118 (2003).

I. Background

3. On June 15, 2000, Algonquin filed pro forma tariff sheets to comply with Order No. 637.² On August 3, 2001, Algonquin revised and supplemented its compliance filing. On October 2, 2000 and November 27, 2000, Algonquin filed pro forma tariff sheets to comply with Order Nos. 587-G³ and 587-L.⁴ The Commission accepted Algonquin's filings to comply with Order Nos. 587-G and 587-L subject to further explanation and consideration in Algonquin's Order No. 637 compliance proceeding.⁵

4. On February 27, 2002, the Commission issued an order (February 27 Order)⁶ accepting, subject to modifications, Algonquin's revised filing to comply with Order Nos. 637, 587-G, and 587-L. Parties sought rehearing of that order, and on July 23, 2003, the Commission issued an order on rehearing and on Algonquin's filing to comply with the February 27 Order. Requests for rehearing of the July 23 Order have been filed by Algonquin and by Joint Movants. On rehearing, these parties raised issues

² Regulation of Short-Term Natural Gas Transportation Services and Regulation of Interstate Natural Gas Transportation Services, Order No. 637, FERC Stats. & Regs., Regulations Preambles (July 1996 – December 2000) ¶ 31,091 (Feb. 9, 2000); order on rehearing, Order No. 637-A, FERC Stats. & Regs., Regulations Preambles (July 1996 – December 2000) ¶ 31,099 (May 19, 2000); order on rehearing, Order No. 637-B, 92 FERC ¶ 61,062 (July 26, 2000); aff'd in part and remanded in part, Interstate Natural Gas Association of America v. FERC, 285 F.3d 18 (D.C. Cir. 2002); Order on Remand, 101 FERC ¶ 61, 127 (2002), order on rehearing and clarification, 106 FERC ¶ 61,088 (2004).

³ Standards for Business Practices of Interstate Natural Gas Pipelines, Order No. 587-G, FERC Stats. & Regs., Regulations Preambles (July 1996 – December 2000) ¶ 31,062 (Apr. 16, 1998); Order No. 587-H, FERC Stats. & Regs., Regulations Preambles (July 1996 – December 2000) ¶ 31,063 (July 15, 1998); order on rehearing, Order No. 587-I, FERC Stats. & Regs., Regulations Preambles (July 1996 – December 2000) ¶ 31,067 (Sept. 29, 1998).

⁴ Standards for Business Practices of Interstate Natural Gas Pipelines, Order No. 587-L, FERC Stats. & Regs., Regulations Preambles (July 1996 – December 2000) ¶ 31,100 (June 30, 2000). Order Nos. 587-G and 587-L required pipelines to establish provisions for netting and trading of imbalances.

⁵ 93 FERC ¶ 61,093 (2000) and February 16, 2001 Letter Order issued in Docket No. RP01-23-002.

⁶ 98 FERC ¶ 61,211 (2002).

concerning charges for imbalance trading, segmented capacity releases, and hourly flows. On August 12, 2003, Algonquin filed tariff sheets to comply with the July 23 Order. The New England LDCs filed comments on Algonquin's compliance filing. The issues raised on rehearing and Algonquin's compliance filing are addressed below.

II. The Requests for Rehearing

A. Charges for Imbalance Trading

5. Order Nos. 587-G and 587-L required pipelines to permit netting and trading of imbalances. The Commission stated if the pipeline demonstrates there is a loss in transportation revenue due to netting and trading, it could collect for the lost transportation revenue. In the February 27 Order, the Commission found that Algonquin had not met its burden to show a loss in transportation revenue to justify its proposed transportation charge on traded volumes. The Commission directed Algonquin to explain why it is necessary to assess a transportation charge on traded volumes, especially in light of the fact that Algonquin's rates are designed on a postage stamp basis.

6. In the July 23, 2003 Order, the Commission reviewed the information and arguments submitted by Algonquin to justify imposing a charge on transportation volumes, and concluded that Algonquin could assess a transportation charge for imbalance trades for transactions under an OBA or when the delivery point is operated by an OBA party.⁷ However, the Commission rejected Algonquin's proposal to impose an additional transportation charge with respect to situations where the trading of imbalances takes place between shippers not covered by an OBA. The Commission stated that Algonquin bills its shippers on the basis of gas actually delivered, and not on scheduled volumes.⁸ The Commission explained that because Algonquin has postage stamp rates, shippers will not be affected by transportation for multiple rate zones. Further, the Commission explained that if a shipper chooses to trade an imbalance with another shipper, the shipper avoids cashing out with Algonquin, which in turn eliminates the need for Algonquin to either purchase gas when the shipper is short or sell gas when

⁷ The Commission directed Algonquin to file tariff language to state expressly what transportation charge will be assessed for imbalances under an OBA and to include language that provides for crediting or refunding revenue should an overpayment result from a netting and trading transaction.

⁸ The Commission explained that where a pipeline bills on scheduled volumes, it has found it appropriate for a shipper to reimburse a pipeline for any shortfalls in transportation revenues. See *Kern River Gas Transmission Co.*, 99 FERC ¶ 61,220 at 61,917-918 (2002).

the shipper has left gas on the system. In addition, the Commission stated that there is no provision in Algonquin's existing cashout mechanism that would allow Algonquin to collect the difference in usage rates between rate schedules. Therefore, the Commission stated, Algonquin will not lose transportation revenues if a shipper chooses to net or trade an imbalance, even between different rate schedules, rather than to use Algonquin's cashout mechanism.

7. On rehearing, Algonquin states that because it allows trades between rate schedules, a loss of transportation revenue will occur when different transportation rates are involved even when the shippers are not covered by an OBA. Algonquin gives the following example:

Assume Shipper A schedules 10,000 Dth under Rate Schedule AFT-1, a firm rate schedule, but actually takes 12,000 Dth at its delivery point, which is not covered by an OBA. Shipper A pays a commodity rate of \$0.0173 on the 12,000 Dth actually delivered and 2,000 Dth is "due pipe." Shipper B schedules 10,000 Dth under Rate Schedule AIT-1, an interruptible rate schedule, but actually takes 8,000 Dth at its delivery point, which is also not covered by an OBA. Shipper B pays a commodity rate of \$0.2486 on the 8,000 Dth actually delivered, and 2,000 Dth is "due shipper." Shippers A and B conduct a trade of their imbalances.

Algonquin states that unless it charges Shipper B for the difference in rates, it will suffer a loss of revenue equal to 2,000 Dth multiplied by the difference between \$0.2486 and \$0.0173 or \$462.60.

8. Algonquin argues that in the July 23 Order, the Commission incorrectly dismissed this example by stating that Algonquin would bill Shipper A and Shipper B for actual deliveries, and therefore would be paid the appropriate transportation charges for the amount of gas delivered to Shippers A and B. However, Algonquin asserts that if this trade occurs without a transportation charge, the Commission has forced Algonquin to transport gas at a discounted price. Algonquin states that in this example, Shipper A would owe Algonquin a charge for transporting the 2,000 Dth in conjunction with Algonquin's cashout imbalance resolution mechanism. With trading, however, Algonquin states, Shipper B obtains the 2,000 Dth from Shipper A that has been transported by Algonquin and for which Shipper A has paid a significantly lower price. Algonquin states that Shipper B has not paid the higher AIT-1 rate of \$0.2486 for the additional 2,000 Dth, and has only paid that contractual rate for the 8,000 Dth it has received. Therefore, Algonquin states that it has lost transportation revenue for 2,000 Dth equal to the difference between the AIT-1 rate and the AFT-1 rate for those quantities. Algonquin states that it must charge Shipper B for the transportation service associated with that 2,000 Dth, or it will suffer a loss of transportation revenue.

9. Further, Algonquin asserts, absent the ability to assess Shipper B a transportation charge, shippers will be free to game the system and take gas without paying for transportation. Specifically, Algonquin states, Shipper A and B will have the ability to work together to achieve a situation where Shipper A, a firm shipper under Rate Schedule AFT-1, takes a quantity of gas in excess of scheduled quantities at a particular delivery point at the lower AFT-1 rate and is thus “due pipe” for that quantity. Shipper B, an AIT-1 shipper, takes or tenders a quantity of gas that makes it “due shipper” for the same amount at the higher AIT-1 rate. Shipper A and Shipper B will trade their off-setting imbalances, thus keeping each shipper whole on a gas commodity basis. However, Algonquin states, because it invoices on delivered quantities, Shippers A and B collectively will pay less for the transportation service than they would have paid if they had not worked in concert to create off-setting balances.

10. The request for rehearing is denied. As we explained in the prior order, Algonquin bills its shippers at points without OBAs based on quantities of gas delivered. If a shipper at a non-OBA point chooses to trade an imbalance with another shipper, the shipper avoids cashing out with Algonquin which in turn avoids the need for Algonquin either to purchase gas when a shipper is short gas, or sell gas when the shipper has left gas on the system. In the example posited by Algonquin, Algonquin is receiving the same transportation revenue with trading that it would have received without trading. Without trading, Algonquin can collect the firm usage rate applicable to Shipper A’s 12,000 Dth delivery, since it bills based on deliveries. It can similarly collect the interruptible rate on the 8,000 Dth delivered to Shipper B. With trading, Algonquin receives the same amounts.

11. Algonquin’s statement that after the trade, Shipper B, not Shipper A, has the 2,000 Dth of overdeliveries and has not paid its higher interruptible rate for that 2,000 Dth is not accurate. Shipper B does not “have” the extra 2,000 Dth. It did not take delivery of those excess volumes. Shipper B took delivery of only 8,000 Dth. The trade of the 2,000 Dth imbalance to Shipper B does not make that an actual delivery to Shipper B; it is a paper transaction for which there is no physical delivery to Shipper B. The actual physical service that Algonquin performed was the delivery of 12,000 Dth to Shipper A and 8,000 Dth to Shipper B, and Algonquin has been paid its tariff rate for that service.

12. To further demonstrate the fallacy in Algonquin’s argument, assume in its example, that Shipper A is the interruptible shipper, and Shipper B is the firm customer. There is clearly no impact on the transportation revenue as a result of the trade since Algonquin can charge Shipper A the interruptible rate of \$0.2486 for the delivery of the full 12,000 Dth even though Shipper A traded its 2,000 Dth imbalance for Shipper B’s 2,000 Dth imbalance. Shipper B would pay the \$0.0173 firm usage rate. Thus, both shippers are properly billed for transportation service actually rendered. In these circumstances, gaming of the system is not a concern. The request for rehearing is denied.

B. Segmented Capacity Releases

13. In the February 27 Order, the Commission stated that Algonquin had not specifically addressed whether it would permit flexibility in the selection of primary points in segmented capacity releases, and therefore interpreted Algonquin's existing tariff as permitting any firm shipper to choose primary point rights for segmented transactions subject to the availability of capacity. The order also stated that if Algonquin proposed to restrict a segmenting shipper's flexibility in choosing primary points, it must justify such restrictions.

14. In its May 29 compliance filing, Algonquin proposed to modify section 6.1 and 6.3 of its Rate Schedules AFT-1, AFT-E, AFT-IS, AFT-ES, and AFT-CL to state expressly that replacement customers have the right to change primary points subject to capacity availability at the requested points. In the July 23 Order, the Commission directed Algonquin to remove from this provision the limitation that customers would not be allowed to add primary points of delivery or receipt that are located outside the replacement customer's acquired contract path. The Commission explained that Commission policy requires that pipelines must permit both the releasing shipper and the replacement shipper to obtain primary points up to their contract demand on any portion of the system for which they are paying, subject to the availability of capacity.⁹

15. On rehearing, Algonquin argues that the Commission erred in rejecting its proposed limitation. Algonquin states that it offers its customers two types of capacity releases. A Type 1 capacity release, where the releasing shipper releases a percentage of its contract entitlement along the entirety of its contract path, results in two related contracts where the sum of the MDTQs of the two contracts is equal to the MDTQ of the original contract. Algonquin states that with this type of capacity release, requests for flexible point rights anywhere in the zone do not present a contract abrogation problem for Algonquin resulting from overlapping MDTQs because by definition there will never be an overlap of the original contract's MDTQ, firm segment entitlements, or point rights. Algonquin states that its Type 2 capacity release is a segmented release where the releasing shipper releases all or a portion of its contract entitlement along a portion of its contract path. Algonquin asserts that permitting changes in primary points outside a releasing or replacement shipper's contract path in a Type 2 capacity release may result in two or more related contracts in which the sum of the MDTQs of the related contracts exceed the MDTQ of the original contract along a segment.

⁹ July 23 Order at P 109, citing Great Lakes Gas Transmission, 101 FERC ¶ 61,206 at PP 8-10 (2002); CenterPoint Energy-Mississippi River Transmission Corporation, 102 FERC ¶ 61,216 (2003).

16. Algonquin provides an example of how it believes a Type 2 capacity release could result in the replacement shipper receiving service above the contract level at no additional charge. The example assumes that the Original Customer has a contract for 10,000 Dth from Point B to Point E. The Original Customer releases its entire 10,000 Dth from Point B to intermediate Point C to Replacement Shipper 1 and releases its entire 10,000 from Point C to a second intermediate point, Point D, to Replacement Shipper 2. The revised contract for the Original Customer then would reflect 10,000 Dth from Point D to Point E. Algonquin then assumes that Replacement Shipper 1 requests a change in primary receipt point to Point A and a change in delivery point to Point F, both of which are still within the same rate zone. At the same time, both the Original Customer and Replacement Shipper 2 request a change in primary receipt and delivery points to Point A and F respectively. Thus, Algonquin states, each shipper has increased its respective contract entitlement to 10,000 Dth along the entire path from Point A to Point F, and the sum of these contracts is 30,000 Dth. Algonquin states that the July 23 Order suggests that it must honor these point change requests to the extent that capacity is available.

17. Algonquin argues that this ruling contradicts the policy set forth in Order No. 637 that shippers will not be able to expand their contract capacity through segmentation and that a shipper's right to segment capacity into multiple transactions within a zone is subject to the limitation that there be no mainline overlap in excess of contract demand.

18. The Commission clarifies that its requirement that Algonquin permit both the releasing shipper and the replacement shipper to obtain primary points up to their contract demand on any portion of the system for which they are paying will not lead to the result suggested by Algonquin. As the Commission has explained, while a pipeline must permit segmentation outside a shipper's primary path where operationally feasible, this segmentation is subject to several limits. Any segmentation is subject to the rule against mainline overlaps in excess of contract demand. Thus, any overlapping primary paths resulting from segmentation may not exceed the contract demand of the underlying contract between the pipeline and the shipper.¹⁰

19. In any event, Algonquin has proposed a change in its compliance filing that addresses this issue. Algonquin states that if the Commission approves its proposed revision, Algonquin will withdraw its request for rehearing on this issue. As stated below, the Commission is accepting in this order Algonquin's proposed modification to section 6.1 of Rate Schedules AFT-1, AFT-E, AFT-IS, AFT-ES, and AFT-CL as consistent with Commission policy on overlapping segments. This resolves the request for rehearing on this issue.

¹⁰ E.g., *Midwestern Gas Transmission Co.*, 103 FERC ¶ 61,294 at P 16 (2003).

C. Hourly Flows

20. In the February 27 Order, the Commission accepted Algonquin's proposed new tariff section 49(a), Excess Hourly Delivery Flow Flexibility, subject to condition. That proposed section provided that customers could take delivery of gas at primary delivery points at hourly rates in excess of 1/24th of the scheduled daily quantity, provided that the excess hourly flow rate did not adversely affect Algonquin's ability to meet its firm obligations to customers or otherwise affect the safe and reliable operation of Algonquin's system. That proposed section established priorities for these excess takes and provided that excess hourly flows at primary delivery points would have priority over all other interruptible and secondary services.¹¹ The Commission directed Algonquin to revise its proposal to offer this service at both primary and secondary delivery points, and to provide that excess hourly flows have the lowest priority for scheduling and curtailing.

21. Upon further consideration, in the July 23 Order, the Commission rejected Algonquin's proposed section 49, stating that as drafted, the section is unclear and conflicts with the Commission's policy and precedent concerning scheduling priorities. The Commission found that the proposed tariff language does not explain how this provision is related to existing tariff provisions regarding scheduling or what effect it will have on already scheduled service to primary and secondary points. The Commission explained that allowing excess hourly flows by one shipper to bump scheduled secondary firm service is inconsistent with Commission's policy. The Commission stated that its longstanding policy is that once scheduled, all firm services, including service at secondary points, have the same priority and should be treated similarly for purposes of curtailment.¹² Further, the Commission explained that in accordance with Commission policy, scheduled interruptible service cannot be curtailed or bumped in order to provide a higher priority firm service unless the curtailment or bumping occurs prior to the Intra-Day 2 Nomination cycle. The Commission stated that Algonquin's proposal appeared to

¹¹ Algonquin's current tariff provides firm and interruptible shippers with the ability to tender quantities of gas in excess of the maximum daily transportation quantity when, in Algonquin's reasonable judgment, transportation of these quantities may be accomplished without detriment to other shippers. Thus, under Algonquin's existing tariff, customers already have the flexibility to tender excess hourly volumes. See, e.g., Sections 2.2 and 2.3 of Rate Schedules AFT-1 and AIT-1. Proposed new Section 49 did not establish a new right to tender excess hourly volumes, but established a new priority scheme for those excess hourly flows. See Algonquin's August 3, 2001 Compliance Filing at p. 5.

¹² July 23 Order at P 54.

permit bumping of interruptible service after the Intra-Day 2 Nomination cycle.¹³ The Commission concluded that the proposed priority in Section 49 would be inconsistent with Commission scheduling priorities.

22. In addition, in light of Algonquin's claimed practice of providing excess hourly flow service with the same priority reflected in proposed Section 49, the Commission directed Algonquin to cease this practice and conform its operations to Commission policy concerning curtailment and bumping. The Commission further stated that because Algonquin has an hourly scheduling penalty and firm customers have a maximum hourly transportation quantity (MHTQ), by scheduling a daily volume, shippers must be considered to have also scheduled 1/24th of the daily volumes each hour such that a failure by Algonquin to provide such an hourly flow constitutes curtailment or bumping which must adhere to the tariff curtailment and bumping provisions.

23. On rehearing, Joint Movants ask the Commission to clarify its rulings on the issue of hourly flows. If clarification is not granted as requested, Joint Movants seek rehearing on these issues. Joint Movants describe Algonquin's operation of its system, stating that Algonquin schedules requests for firm service utilizing primary points up to the applicable contractual entitlements of each customer under the no-notice and other open access firm rate schedules.¹⁴ They state that a customer under the firm open access rate schedules may take deliveries up to its MDTQ at primary delivery points of hourly quantities of gas in excess of the maximum hourly transportation quantity unless Algonquin has restricted hourly flexibility pursuant to the GT&C of its tariff. If operational capacity remains after scheduling the no-notice and primary firm services, then, Joint Movants assert, in accordance with the scheduling priority designated in its tariff, Algonquin subsequently schedules firm service utilizing secondary points,¹⁵ recognizing that, at the point at which all available operational capacity has been allocated per the scheduling priorities in its tariff, Algonquin will not schedule additional secondary or segmented transactions.¹⁶ Joint Movants state that it is beyond this point, where all available operational capacity has been allocated that operating conditions would dictate that all firm customers must adhere to their MHTQs in order to make scheduled deliveries. If operational capability does not exist, Algonquin will not accept new secondary nominations, applying the scheduling priority in its tariff.¹⁷

¹³ Id.

¹⁴ Joint Movants cite Algonquin's GT&C section 23.1 (a).

¹⁵ Joint Movants cite Algonquin's GT&C section 23.1(b).

¹⁶ Joint Movants cite Algonquin's GT&C section 23.4; section 31.1(a).

¹⁷ Joint Movants cite Algonquin's GT&C section 23.

24. The Joint Movants further state that Algonquin may at its option, but is not obligated to deliver to any primary point an hourly quantity exceeding the customer's MHTQ, or at any secondary point, an hourly quantity exceeding 1/24th of the customer's daily quantity. In accordance with the July 23 Order, once scheduled, secondary or segmented service will have hourly flexibility to the same extent as service already scheduled to primary delivery points. Algonquin will restrict customers with scheduled deliveries at both primary and secondary points to 1/24th of the customer's daily scheduled quantity in any hour that Algonquin deems system operating conditions require adherence to customers' hourly flow entitlements to enable deliveries of scheduled quantities to all firm customers. Similarly, Algonquin will curtail scheduled service for firm customers utilizing primary and secondary points on a pro rata basis based on daily maximum entitlements.

25. Joint Movants assert that this operation is required by Algonquin's tariff and is consistent with Commission policy. Therefore, they ask the Commission to clarify the statement in the July 23 Order that Algonquin may have been operating its system in a manner contrary to its tariff and Commission policy and that it cease that practice.¹⁸

26. Because Algonquin was providing an hourly swing service and it was not clear what priority scheme it was using in connection with that service, the Commission directed Algonquin to conform its practice to Commission policy on scheduling, curtailing and bumping. If Algonquin has been performing the hourly swing service in the manner described by Joint Movants, then it is providing the service consistent with its tariff and Commission policy, and no action on Algonquin's part is required.

27. In addition, Joint Movants ask the Commission to clarify the following statement in Paragraph 57 of the July 23 Order:

[B]y scheduling a daily volume, shippers must be considered to have also scheduled 1/24th of such daily volumes each hour such that a failure by Algonquin to provide such an hourly flow constitutes curtailment or bumping which must adhere to the tariff and curtailment and bumping provisions.

Joint Movants ask the Commission to clarify that the reference to the curtailment and bumping provisions of Algonquin's tariff addresses only those circumstances in which

¹⁸ Joint Movants quote the July 23 Order at P 57, directing Algonquin to "cease the practice it claims it engages in under its existing tariff, which is reflected in the rejected tariff provisions."

Algonquin has already notified customers pursuant to section 23.4(b) or section 31 of the GT&C¹⁹ that it is requiring ratable takes.

28. The request for clarification or rehearing is denied. If Algonquin fails to provide an hourly flow of 1/24th of daily volumes when so requested by a customer,²⁰ it must adhere to the curtailment and bumping provisions of its tariff regardless of whether it has provided customers notice under section 23.4(b) or section 31 of its tariff.

III. Compliance Filing

A. Background

29. On August 12, 2003, in Docket No. RP00-331-004 et al., Algonquin submitted tariff sheets²¹ to comply with the July 23 Order. The July 23 Order, among other things, directed Algonquin to file revised Order No. 637 compliance tariff sheets with a proposed effective date of September 1, 2003. The July 23 Order also directed Algonquin to file revised tariff sheets to: (1) modify its rate schedules to permit replacement customers to add primary points of delivery outside the acquired base flow path (2) eliminate all references to the “lowest unutilized quantity” (LUQ) with regard to segmentation; (3) clarify when forwardhaul and backhaul in excess of contract demand is considered an overlap; (4) eliminate proposed Section 49 setting forth revisions to excess hourly flow provisions; (5) revise the curtailment section to provide that firm service will be curtailed on a pro rata basis; (6) revise the imbalance trading provisions to (i) reflect the transportation charge associated with imbalance trades involving OBA imbalances and

¹⁹ Section 23.4 (b) provides that a customer may be assessed an hourly charge if its hourly takes exceed 104 percent of 1/24th of its scheduled daily quantity, but only if Algonquin first provides one hour’s notice on its Website that system operating conditions require adherence to the customer’s hourly flow obligation in order to enable deliveries of scheduled quantities to all firm customers. Section 31.1 provides that if Algonquin has posted notice on its Website that system operating conditions require adherence to customer’s MHTQs in order to enable deliveries of scheduled quantities to firm customers, then all gas taken in excess of such entitlement shall constitute unauthorized contract overrun service.

²⁰ However, if a customer received volumes on an hourly basis greater than 1/24th during the gas day, the customer may not be entitled to request an hourly flow of 1/24th later in the day since the requested delivery, when combined with deliveries earlier in the gas day, could exceed a customer’s MDTQ for that day.

²¹ See Appendix for a listing of the tariff sheets.

(ii) include a crediting or refunding mechanism for overpayments to Algonquin for OBA imbalance trades; (7) permit the use of a posted point of restriction concept for trades involving OBA imbalances; (8) incorporate existing levels for curtailment penalties and unauthorized overrun penalties ; (9) clarify the penalty crediting mechanism with regards to the eligibility of an OBA party for penalty revenue credits; and (10) modify the park and loan service to (i) reflect the use of the average of the Midpoint price for the Gas Daily AGT Citygate posting for the charge for loaned quantities, (ii) reflect that a PAL party is not required to hold a transportation agreement if transportation will not be provided on Algonquin's system, and (iii) provide that penalties will not be assessed if Algonquin is unable to schedule a PAL party's nomination to deliver or return quantities that are parked or loaned.

30. Algonquin's August 12, 2003 compliance filing, consistent with its July 29, 2003 request for extension of time to implement tariff sheets, set forth a phased implementation of the tariff sheets. The Phase I tariff sheets, which generally contained provisions related to park and loan service, netting and trading, third party imbalance management services, cashouts, operational flow orders, electronic notification, penalties and discounts would become effective September 1, 2003. The Phase II tariff sheets, containing provisions related to segmentation, secondary point priorities, flexible points, and prioritization of overlapping nominations related to releasing and replacement shipper contracts, would become effective April 1, 2004. By order issued August 13, 2003, the Commission granted Algonquin's request to implement the Phase II compliance tariff sheets effective April 1, 2004.

B. Notice of Compliance Filing

31. Algonquin's August 12, 2003, compliance filing was noticed on October 7, 2003, providing for comments to be filed on or before October 14, 2003. No adverse comments or protests were filed. The New England LDCs filed comments in support of Algonquin's revisions to section 23.3 of its GT&C regarding the relative priority of primary and secondary firm capacity in the context of bumping.

C. Discussion

32. Based on a review of Algonquin's August 12, 2003 compliance filing, the Commission finds that the revised tariff sheets satisfactorily comply with the July 23 Order, with the exceptions discussed below. The compliance tariff sheets are accepted effective on the dates set forth in the Appendix to this order. Algonquin is directed to file revised tariff sheets within 15 days of this order to comply with the requirements set forth below.

1. OBA Trading Volumes and Rates

a. Findings of the July 23 Order

33. The July 23, 2003 Order determined that Algonquin could assess a transportation charge for imbalance trades for transactions under Operational Balancing Agreements (OBA). The order found that since Algonquin's tariff contains no scheduling penalties to discourage misconduct by OBA operators, Algonquin may include tariff language permitting a restriction on trading OBA imbalances that occur where there is a Posted Point of Restriction for OBA transactions.

b. Algonquin's Compliance Filing

34. Algonquin revised section 25.8 of its GT&C to incorporate tariff language to address transportation charges associated with trades involving cash-out parties. Algonquin's tariff reflects the following modification:

. . . A Cash-out Party may trade any imbalance with another Cash-out Party, provided that any trades involving OBA imbalances shall not result in a transportation path which crosses a Posted Point of Restriction, as defined in Section 1.35 of the GT&C, for that month. An OBA Party that trades an imbalance resulting from actual deliveries by Algonquin in excess of schedule deliveries (due Algonquin) or an OBA Party that trades an imbalance resulting from actual deliveries by Algonquin that are less than scheduled deliveries (due OBA Party) shall be assessed either a transportation traded charge or a transportation traded credit. The transportation traded charge applicable to charges for transportation shall be as follows: (i) for OBA Parties which are also no-notice customers under Algonquin's Rate Schedules AFT-E or AFT-ES, the transportation traded charge shall be calculated by multiplying the traded due Algonquin quantity by the Rate Schedule AFT-E or AFT-ES Usage Rate, as applicable; (ii) for OBA Parties which are not no-notice customers, the transportation traded charge shall be calculated by multiplying the traded due Algonquin quantity by the Rate Schedule AIT-1 maximum recourse rate. When the trade involves two OBA Parties the OBA Party with a due OBA Party imbalance shall be assessed the transportation trade credit equal to the corresponding OBA Party transportation trade charge multiplied by the due OBA Party quantity. For the OBA Party trading with a non-OBA Customer, the transportation traded credit assessed to the OBA Party shall be calculated by multiplying the traded due OBA Party quantity by the actual weighted average Usage Charge billed to the non-OBA Customer for all quantities delivered during the month to that Customer.

35. In addition, Appendix D to Algonquin's August 12, 2003 compliance filing sets forth illustrative examples of imbalance trades involving trades between two OBA parties and trades between OBA parties and shippers not covered by OBA agreements. In summary, Algonquin's examples require it to analyze each trade entered into by the OBA party and shipper. The analysis to determine the charge to be paid for deliveries factors in whether the shipper's underlying transportation agreement is a firm or interruptible agreement, and in the case of trades involving OBA imbalances, whether there are deliveries made in excess of the scheduled nominations for shippers at the OBA point. According to Algonquin, when shippers nominate volumes at points covered by OBAs, shippers are not charged for any excess deliveries to such OBA point. However, when there are excess deliveries at OBA points, section 25.10(b) of the GT&C indicates that a transportation charge will be assessed in addition to the cash out charges.

c. Commission Response

36. The July 23 Order authorized Algonquin to assess transportation charges when OBA parties traded imbalances. The order also found that no additional transportation charges could be assessed to shipper deliveries not covered by an OBA agreement (non-OBA party) since Algonquin's tariff already provided for the assessment of a scheduling penalty for volumes that are delivered above or below tolerances for scheduled deliveries. While the changes permitted by the July 23, 2003 Order only related to the transportation charge issue, Algonquin's compliance filing also raises two issues regarding what OBA trades will be permitted.

37. First, in revising its tariff to comply with the requirements concerning the transportation revenues that may be collected with respect to imbalance trades, Algonquin has also clarified the type of imbalance trades permitted. While the Commission had previously understood that OBA parties could only make trades with other OBA parties, Algonquin's revised tariff language permits OBA parties to trade imbalances with shippers that make deliveries to points not covered by an OBA agreement. Algonquin's proposed tariff language provides shippers with a greater opportunity to trade imbalances and avoid Algonquin's imbalance cash out provisions. Accordingly, we will accept the tariff language permitting OBA parties to trade with shippers, subject to the changes set forth below.

38. Second, the following proposed tariff language appears ambiguous as to the extent of the prohibition on trading OBA imbalances across a posted point of restriction:

A Cash-out Party may trade any imbalance with another Cash-out Party, provided that any trades involving OBA imbalances shall not result in a transportation path which crosses a Posted Point of Restriction, as defined in section 1.35 of the GT&C, for that month.

The phrase “for that month” leaves unclear whether such restriction would prohibit the trading of all OBA imbalances for the entire month, or, whether Algonquin is proposing only to limit trading of OBA imbalances that were generated on the day(s) of a posted point of restriction. In the Commission’s view, the restriction should be limited to those OBA imbalances generated during the period a posted point of restriction is in effect. For example, if on day two of the month, Algonquin implements a posted point of restriction for a period of three days, those OBA imbalances incurred for that three day period would not be available for trading across the posted point of restriction. To the extent OBA imbalances were incurred during the remainder of the month when no posted point of restriction is in effect, those OBA imbalances should be available for trading. Algonquin is directed to revise its tariff to reflect this requirement, or fully explain why such a revision is not appropriate.

39. We now turn to issues related to the transportation charge Algonquin may collect in connection with imbalance trading. Algonquin’s tariff states that “An OBA Party that trades an imbalance resulting from actual deliveries by Algonquin in excess of scheduled deliveries (due Algonquin) or an OBA Party that trades an imbalance resulting from actual deliveries by Algonquin that are less than scheduled deliveries (due OBA Party) shall be assessed either a transportation traded charge or a transportation traded credit.” In the case of OBA to OBA trades, Algonquin proposes to charge the OBA party at the point where deliveries exceeded scheduled amounts either the Rate Schedule AFT-E or AFT-ES rate for no-notice customers, or the Rate Schedule AIT-1 rate for customers who are not no-notice customers. Algonquin proposes to credit the OBA party at the point where deliveries were below scheduled amounts based on the same rate. No party has objected to this proposal. We accept this proposal subject to Algonquin clarifying its tariff as discussed below.

40. While Algonquin’s tariff specifies that the transportation trade charge for no-notice customers is calculated using the Rate Schedules AFT-E and AFT-ES usage charge, it is not clear whether Algonquin intends to use the maximum or the minimum usage charge. The Commission directs Algonquin to clarify its tariff with respect to the rate to be applied in calculating the transportation trade charge.

41. The Commission has permitted Algonquin to charge for transportation in connection with OBA trades because of the way it charges for service to OBA points. Algonquin bills shippers at such points based on their scheduled deliveries at the point, regardless of actual deliveries. Any difference between scheduled and actual deliveries is the responsibility of the OBA party. Therefore, if actual deliveries at the OBA point exceed scheduled amounts, and an additional charge would otherwise be owed for the excess deliveries, Algonquin has performed an additional service for which it has not been paid by the shippers at the point. The Commission has found it reasonable that Algonquin be permitted to charge for this additional service, while at the same time

giving credits at points where actual deliveries are below scheduled amounts and thus the shippers have been overcharged for the service actually provided.

42. However, the circumstance of the actual service performed at the OBA point varying from the service for which the shippers at the point are charged occurs whenever there is an imbalance at the point, regardless of whether that imbalance is traded. Accordingly, the Commission believes it reasonable that the pipeline impose the same charge for transportation associated with the variation from scheduled amounts in the same manner, whether or not a trade occurs. There would appear to be two reasonable methods to determine the appropriate charge. One would be to determine which shippers behind the point are responsible for the variation and charge those shippers the appropriate rate provided under their rate schedules. In Algonquin's case, that would mean that, where the variation was attributable to an interruptible shipper, Algonquin would charge the \$0.2425 per Dth interruptible rate for the excess volumes. Where the variation was attributable to a firm shipper, Algonquin would generally charge the \$0.0112 usage rate for the excess volumes, unless the variation exceeded the tariff's scheduling tolerances or contract demand, in which case Algonquin could charge the rates provided for in its tariff for such variations.²² A second method to determine the appropriate charge for variations from scheduled amounts would be to treat the variations as a service performed for the OBA operator and for the pipeline to determine an appropriate charge for that service. This second method has the advantage that it obviates the need to attribute the variation to any particular shipper and its rate schedule.

43. Algonquin is proposing to use the second method, at least when the OBA operator trades its imbalance. The Commission has accepted such a method for this type of service in *Midwestern Gas Transmission Co.*, 101 FERC ¶ 61,310 at P 85-90 (2002). Therefore, Algonquin's proposal is acceptable, assuming it uses this same method of charging for variations from scheduled amounts at OBA points when there is no imbalance trade. However, Algonquin's tariff does not appear to clearly address transportation charges to OBA operators for variations from scheduled amounts when there is no trade of such an imbalance, but instead the imbalance is cashed out pursuant to section 25.10 of its tariff. Accordingly, our acceptance of Algonquin's proposal is subject to Algonquin clarifying its tariff that it imposes the same charges (and credits) without a trade. If Algonquin uses some other reasonable method for addressing variations from scheduled amounts at OBA points when there is no trade, then it must also use that method where there is a trade, and modify its tariff accordingly.

²² See, e.g., Rate Schedules AFT-1, AFT-E and AFT-ES. The authorized overrun rates under those rate schedules are set forth on Twenty-Fourth Revised Sheet No. 21 and Twenty-First Revised Sheet Nos. 23 and 27 to FERC Gas Tariff, Fourth Revised Volume No. 1.

44. In a recent Maritimes & Northeast Pipeline, L.L.C. (Maritimes) order²³ the Commission found that Maritimes' proposed charge for trades between OBA parties and shippers (which is identical to Algonquin's proposal) required modification. The same modifications hold for Algonquin's proposal in the instant proceeding. Algonquin's illustrative OBA trading examples indicate that rates charged for trades between two OBA parties and trades between an OBA party and shipper will not be treated in a consistent manner. Based on the following comparative examples set forth in Algonquin's compliance filing,²⁴ Algonquin's revised tariff provision will not provide a full credit or refund when actual deliveries are made to OBA points at less than the scheduled level at that point.

Example 2

<u>OBA 1</u>	<u>Nomination</u>	<u>Allocated Deliveries</u>	<u>Imbalance Due Pipeline (Due Shipper)</u>
Shipper 1A	10,000	10,000	0
Shipper 1B	20,000	20,000	0
OBA	<u>0</u>	<u>1,500</u>	<u>1,500</u>
Total	<u>30,000</u>	<u>31,500</u>	<u>1,500</u>

	<u>Nomination</u>	<u>Allocated Deliveries</u>	<u>Imbalance Due Pipeline (Due Shipper)</u>
Shipper 2	240,000	238,500	(1,500)

Under this example Algonquin will bill Shipper 2 based on actual deliveries, consistent with its practice of billing shippers at non-OBA points for their actual deliveries. However, Shippers 1A and 1B at the OBA 1 point will be billed on their respective nominations. Since there are additional, or excess deliveries at that point, Algonquin will bill the OBA 1 party for the excess deliveries. OBA 1 party will pay an amount equal to the AIT-1 rate, or \$0.2425 times 1,500 Dth, or \$364 to compensate Algonquin for transportation above scheduled deliveries.

²³ 106 FERC ¶61,074 (2004).

²⁴ See Appendix D of the August 12, 2003 compliance filing.

Example 3

OBA 1	Nomination	Allocated Deliveries	Imbalance Due Pipeline (Due Shipper)
Shipper 1A	10,000	10,000	0
Shipper 1B	20,000	20,000	0
OBA	<u>0</u>	<u>(1,500)</u>	<u>(1,500)</u>
Total	<u>30,000</u>	<u>28,500</u>	<u>(1,500)</u>

Shipper 2	<u>Nomination</u>	<u>Allocated Deliveries</u>	<u>Imbalance Due Pipeline (Due Shipper)</u>
AFT-E	120,000	120,750	750
AIT-1	<u>120,000</u>	<u>120,750</u>	<u>750</u>
Total	<u>240,000</u>	<u>241,500</u>	<u>1,500</u>

Under this example, Algonquin will bill Shipper 2 the firm and interruptible transportation rates for actual deliveries. Shippers 1A and 1B will be billed on nominations. Since there was less gas delivered at the OBA 1 delivery point, the OBA 1 party will receive a credit. The credit, however, is based on the average transportation cost for the volumes delivered to Shipper 2, as opposed to the usage charge under Rate Schedule AIT-1. The OBA 1 Party would receive a credit of \$190, based on 1500 Dth times the weighted average usage rate of \$0.1269 generated for Shipper 2.²⁵ In contract to Example 2, the OBA party in this example receives a refund of \$190 for under deliveries of 1500 Dth, whereas when there is an over delivery of 1500 Dth, the OBA party will pay \$364.

45. Algonquin's proposed method for charging for trades involving OBA imbalances with Shipper imbalances appears overly complex and difficult to administer since underlying assumptions must be made as to the sources of the gas used to trade shipper

²⁵ The average usage rate of \$0.1269 was calculated as follows: 120,750 Dth delivered under AFT-1 times \$0.0112 equals \$1,352 plus 120,750 Dth delivered under AIT-1 times \$0.2425 equals \$29,282 for a total usage revenue of \$30,634. The total usage revenue of \$30,634 divided by total volumes of 241,500 equals \$0.1269.

imbalances.²⁶ The problem with Algonquin's proposed method to charge OBA imbalance specific transportation rates for trades of OBA imbalances with shipper imbalances is rooted in Algonquin's position that when an OBA party receives more gas than scheduled, such amount is attributable to transportation services provided at the Rate Schedule AIT-1 usage charge. However, when the OBA party takes less gas than scheduled, and such gas is traded with a shipper with an over delivery, Algonquin calculates the compensation to the OBA party based on the underlying shipper contract(s) that were used for delivering the gas. Algonquin's proposed assessment of transportation charges for over deliveries and under deliveries is inconsistent. If Algonquin proposes to charge OBA delivery parties the Rate Schedule AIT-1 usage rate when actual quantities to the point exceed scheduled quantities, then it must similarly credit an OBA delivery point operator the same usage rate actual deliveries are less than scheduled volumes. Therefore, in Example 3, Algonquin must credit the OBA 1 Party the full AIT-1 usage rate regardless of the amount it collects from the shipper with firm and interruptible contracts. Alternatively, Algonquin can propose some other reasonable method of allocating quantities among firm and interruptible contracts for the purpose of determining the credits and payments owed to OBA operators. However, whatever proposal Algonquin submits, it must treat overpayments and underpayments consistently.

2. Curtailment of Firm Transportation Service

a. Findings of July 2003 Order

46. The July 23, 2003 Order found that sections 24.4 and 48.3(b) of Algonquin's tariff, which sought to curtail firm service in the reverse order of the way firm service is scheduled, did not conform to the Commission's policy for the curtailment of firm service.²⁷ The order found that once secondary firm capacity is scheduled, primary firm capacity does not have a higher priority for purposes of bumping or curtailing firm services. The order directed Algonquin to revise its tariff to provide that scheduled firm service will be curtailed on pro rata basis.

²⁶ While Algonquin illustrated examples focus on one transaction, shippers may have multiple firm and interruptible contracts with imbalances that can be netted and traded during the month, requiring assumptions in deriving what transportation rate was paid with the imbalance.

²⁷ 104 FERC ¶ 61,118 at P 34.

b. Algonquin's Compliance Filing

47. Algonquin states that in light of the modifications to the curtailment procedures for firm transportation service involving secondary points, Algonquin proposes a clarification to its currently effective no-bump tariff provision. Algonquin revised section 23.3 of the GT&C to (i) clarify the relative priority of primary and secondary firm capacity in the context of bumping, consistent with the modifications to the curtailment priorities required by the July 23 Order, and (ii) remove the cross reference to curtailment from section 23.3. Algonquin states that section 23.3, as clarified, explicitly provides that nominations for primary firm service received after the Evening Nomination Cycle's 6:00 p.m. deadline for gas flow on the next gas day cannot bump a secondary firm shipper whose nomination was received by the Evening Nomination deadline.²⁸ Section 23.3 provides the following:

During any nomination and scheduling cycle, a Customer whose nominations were received by the nomination deadline can displace another Customer's nominated and scheduled service that has a lower priority service level except in the following circumstances:

Nominations for primary firm service received after the Evening Nomination Cycle's 6:00 p.m. deadline for gas flow on the next gas day cannot bump another Customer whose nomination was received by the Evening Nomination Cycle's 6:00 p.m. deadline for Preferential Capacity and/or secondary firm service (central clock time on the day prior to flow).

c. Customer Comments

48. New England LDCs filed comments in support of Algonquin's proposed revision to section 23.3 of the GT&C. New England LDCs state the clarification is consistent with the Commission's policy established in Order No. 636-A that firm service at primary points of receipt and delivery should enjoy a scheduling and curtailment priority over secondary firm service. In addition, New England LDCs state that the clarification may enhance pipeline efficiency and could serve to increase throughput by facilitating greater volumes of secondary firm service. According to New England LDCs, the clarification makes clear that primary firm service shippers may increase their nominations as late as the Evening Nomination Cycle's 6:00 p.m. deadline for gas flow on the next Gas Day. This assurance regarding primary firm service will eliminate any

²⁸ See, proposed Sub Fifth Revised Tariff Sheet No. 662 in Appendix B of the August 12, 2003 compliance filing.

unintentional incentive which may presently exist for primary firm customers to take a conservative approach and nominate larger volumes in the earlier nominations. New England LDCs contend that the clarification may result in more accurate nominations because primary firm customers will have the assurance of being able to increase their nominations until the Evening Nomination Cycle's deadline. With more accurate nominations by primary firm customers, greater volumes of secondary firm service could be scheduled.

d. Commission Response

49. Although not entirely clear, the proposed tariff appears to allow a primary firm shipper that is nominating at the Evening Nomination Cycle to bump a secondary firm shipper whose nomination was scheduled at the Timely Nomination Cycle. New England LDCs appear to contend that such a proposal is not contrary to Commission policy because the bumping is prior to gas flow. New England LDCs contend that allowing primary firm capacity holders to bump scheduled secondary transactions during the evening nominating cycle promotes Commission policy and would prevent holders of primary firm capacity from overnominating at the 11:30 a.m. Timely Nomination Cycle.

50. The issue is not whether flowing gas can be bumped, but rather, whether an intraday nomination by a shipper to a primary point can bump an already scheduled secondary firm nomination. We find the proposed revision contrary to Commission policy, and fail to see how it is required by the Commission's July 23 Order. The July 23 Order stated that Commission policy is that "once secondary firm capacity is scheduled, primary firm capacity does not have a higher priority for purposes of bumping or curtailing firm service." Thus, once a shipper is scheduled at a secondary point at the 11:30 a.m. Timely Nomination Cycle, it cannot be bumped by an intra-day nomination made by a primary firm shipper at the Evening Cycle or later cycles. Since Algonquin's August 12, 2003 compliance filing would permit such bumping, the proposed clarification is rejected.

3. Miscellaneous Compliance Obligations

51. Algonquin's August 12, 2003, compliance filing stated that the submitted tariff sheets reflect revisions which incorporate changes accepted by the Commission subsequent to the July 23 Order. In addition, Algonquin also stated that the tariff sheets reflect changes filed in Docket No. RP02-492-003, which at the time the compliance filing was submitted, was pending Commission action. In order to bring Algonquin's tariff into compliance with Commission orders issued subsequent to the July 23 Order, Algonquin is directed to make conforming changes to the tariff sheets filed in compliance with this order to incorporate tariff revisions previously accepted by the Commission.

The Commission orders:

(A) The requests for rehearing and clarification are granted and denied as set forth in the body of this order.

(B) Algonquin's proposed tariff sheets are accepted effective on the dates set forth in Appendix of this order.

(C) Algonquin is directed to file within 15 days of this order, revised tariff sheets consistent with the discussion in the body of this order.

By the Commission. Commissioner Kelly not participating.

(S E A L)

Linda Mitry,
Acting Secretary.

Algonquin Gas Transmission Company

Tariff Sheets Accepted Effective September 1, 2003
Fourth Revised Volumes No. 1

Sub First Revised Sheet No. 9	Sub Second Revised Sheet No. 671
Sub 1st Rev Sixth Revised Sheet No. 20	Original Sheet No. 671A
Sub Original Sheet No. 38	Sub Second Revised Sheet No. 672
Sheet No. 39	Sub Second Revised Sheet No. 673
Sub Fourth Revised Sheet No. 100	Sub Second Revised Sheet No. 674
Sub Original Sheet No. 255	Sub Second Revised Sheet No. 675
Sub Original Sheet No. 256	Sub First Revised Sheet No. 677
Sub Original Sheet No. 257	Sub Sixth Revised Sheet No. 679
Sub Original Sheet No. 258	Sub Fifth Revised Sheet No. 680
Sub Original Sheet No. 259	Sub Sixth Revised Sheet No. 680A
Sub Original Sheet No. 260	Sub First Revised Sheet No. 681
Sheet Nos. 261 - 269	Sub Second Revised Sheet No. 682
Sub Tenth Revised Sheet No. 600	Sub Second Revised Sheet No. 684
Sub First Revised Sheet No. 605	Third Revised Sheet No. 685
Sub Third Revised Sheet No. 615	Sub Fifth Revised Sheet No. 686
Sub Second Revised Sheet No. 637	Sub Fourth Revised Sheet No. 687
Sub Fourth Revised Sheet No. 638	Sub Sixth Revised Sheet No. 709
Sub Third Revised Sheet No. 639	Sub Second Revised Sheet No. 709A
Sub Fifth Revised Sheet No. 640	Sub Eighth Revised Sheet No. 710
Sub Third Revised Sheet No. 641	Sub Seventh Revised Sheet No. 710
Sub Third Revised Sheet No. 648	Sub First Revised Sheet No. 711
Sub Fifth Revised Sheet No. 650	Sub First Revised Sheet No. 716
Sub Third Revised Sheet No. 651	Sub Second Revised Sheet No. 717
Sub Second Revised Sheet No. 661	Sub Original Sheet No. 724
Sub Fourth Revised Sheet No. 662	Sheet Nos. 725-778
Sub Third Revised Sheet No. 663	Sub Fourth Revised Sheet No. 799
Sub Third Revised Sheet No. 664	Sheet Nos. 947-949
Sub Second Revised Sheet No. 665	Sub Original Sheet No. 950
Sub Second Revised Sheet No. 666	Sub Original Sheet No. 951
Sub Second Revised Sheet No. 667	Sub Original Sheet No. 952
Sub Third Revised Sheet No. 668	Sub Original Sheet No. 953
Sub Second Revised Sheet No. 669	Sheet Nos. 954 - 959
Sub Second Revised Sheet No. 670	

Algonquin Gas Transmission Company

Tariff Sheets Accepted Effective April 1, 2004
Fourth Revised Volume No. 1

Sub First Revised Sheet No. 107	Sub First Revised Sheet No. 719
Sub Second Revised Sheet No. 108	Sub Original Sheet No. 719
Sub Second Revised Sheet No. 109	Sub Original Sheet No. 719A
Sub First Revised Sheet No. 123	Sub First Revised Sheet No. 720
Sub Third Revised Sheet No. 125	Sub Original Sheet No. 720
Sub Second Revised Sheet No. 126	Sub First Revised Sheet No. 721
Sub Second Revised Sheet No. 127	Sub Original Sheet No. 721
Sub First Revised Sheet No. 141	Sub Original Sheet No. 721A
Sub First Revised Sheet No. 142	Sub Original Sheet No. 722
Sub Third Revised Sheet No. 143	Sub First Revised Sheet No. 723
Sub First Revised Sheet No. 144	Sub Original Sheet No. 723
Sub First Revised Sheet No. 159	
Sub Second Revised Sheet No. 161	
Sub Second Revised Sheet No. 162	
Sub Second Revised Sheet No. 163	
Sub First Revised Sheet No. 246	
Sub Eighth Revised Sheet No. 247	
Sub Eighth Revised Sheet No. 248	
Sub Original Sheet No. 249	
Sheet Nos. 250-254	
Eleventh Revised Sheet No. 600	
Sub Second Revised Sheet No. 605	
Original Sheet No. 605A	
Sub Third Revised Sheet No. 637	
Sub Second Revised Sheet No. 638A	
Sub Fifth Revised Sheet No. 660	
Sub Fifth Revised Sheet No. 662	
Sub Third Revised Sheet No. 665	
Sub Third Revised Sheet No. 666	
Sub Third Revised Sheet No. 667	

