

this includes the interruption of a project before its anticipated completion, or the completion of the assignment or project without prospect for a follow-on assignment at the site where the employee had a reasonable expectation of a follow-on assignment.

#### Appendix E—Example of Form for Establishing Preference in Hiring

##### Statement of Interest in Maintaining Section 3161 Employment Eligibility

Name: \_\_\_\_\_  
 First Middle Last  
 Social Security Number: \_\_\_\_\_-\_\_\_\_-\_\_\_\_  
 Address: \_\_\_\_\_  
 Street \_\_\_\_\_

Apartment No. \_\_\_\_\_

City State Zip  
 Telephone No. (\_\_\_\_) \_\_\_\_\_-\_\_\_\_\_  
 Date of Lay-off resulting from Work Force  
 Restructuring: \_\_\_\_\_ (Month/Day/  
 Year)

Occupational Classifications held: \_\_\_\_\_

I hereby request that my name be placed, or retained, on the Section 3161 Preference in Hiring List for the (*site name*) and be considered for any job opportunities that may arise for which I am qualified at this or any other Department of Energy site. I also certify that I have not been terminated for cause from employment by a Department of Energy Contractor or Subcontractor while performing work at a Department of Energy site.

Signature \_\_\_\_\_

Date \_\_\_\_\_

#### Appendix F—Sample Release for Use in Work Force Restructuring Programs

##### Voluntary Separation Payment Program General Release and Waiver

This Voluntary Separation Payment Program, General Release and Waiver ("Agreement") is entered into by and between \_\_\_\_\_ ("Employee") and \_\_\_\_\_ ("Employer"), as part of Employee's voluntary election to terminate employment with the Employer.

In Exchange for the Promises Set Forth Below, the Parties Agree as Follows:

1. Employee voluntarily terminates his/her employment with Employer effective \_\_\_\_\_, 1995. Employee agrees not to seek employment with or become employed at the \_\_\_\_\_ Site by the Employer or any other future or current contractor or subcontractor at the Site for a period of \_\_\_\_\_ year(s) from the date of Employee's resignation. This includes but is not limited to temporary employment service contracts, general task order assignments, indefinite quantity contracts, basic ordering agreements, and consultant contracts. However, this does not preclude Employee

from employment with a company providing supplies, equipment, materials, or commodities to the Site under a fixed-price contract or purchase order.

2. Employee agrees that the Employer has no obligation to reemploy Employee in the future, and Employee waives any recall, rehire, or rehire preference rights, such as those that may arise under Section 3161 of the National Defense Authorization Act for Fiscal 1993. Employee agrees to perform all steps required by Employer's policies and procedures at the separation of his/her employment.

3. Except as set forth in paragraph 4 below, Employee, on behalf of himself/herself and any person or entity entitled to sue on Employee's behalf, waives and releases Employer, its parents, subsidiaries, and affiliates, the Department of Energy, and their employees, officers, directors, shareholders, agents, and successors from any causes of action or claims, whether known or unknown, that arise out of the Employee's resignation and separation of employment with Employer and any causes of action or claims that arise out of Employee's employment with Employer, up to and including the date of Employee's resignation, under any federal, state or local law, including but not limited to the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act of 1990, Title VII of the 1964 Civil Rights Act, the Equal Pay Act, the Family and Medical Leave Act, the Employee Retirement Income Security Act, and the Americans with Disabilities Act, or applicable state or local law. Employee will not assert any claim or cause of action released under this agreement in any administrative or judicial proceeding.

However, Employee does not waive:

(i) Any causes of action or claims that arise out of Employee's employment with Employer, up to and including the date of Employee's resignation, that have been asserted in writing and filed with the appropriate agency or court prior to the date on which this Program was announced;<sup>1</sup>

(ii) Any rights or claims that may arise after the date this Agreement is executed,

(iii) Any claims relating to pension or retiree health benefits that currently may be accrued under the Company's standard retirement program,

(iv) Any claims under any applicable state worker's compensation laws, or

(v) Any claims for occupational injuries or illnesses arising from Employee's employment with Employer that are not known or reasonably knowable by the Employee at the time of the execution of this Agreement.

5. In exchange for Employees' voluntary separation and execution of this Agreement, Employer will give Employee the consideration and benefits outlined in the description attached to this Agreement. The identification number or other designation for the document describing the benefits constituting consideration for this Agreement should be inserted at this point.<sup>2</sup>

6. If Employee becomes employed as prohibited in paragraph 1 or otherwise violates any provision of this Agreement, then, in addition to any other remedies

Employer has under this Agreement, Employer may require Employee to repay payments or other benefits under this Agreement, and Employee agrees to such repayment.

7. Employee has been advised to consider this Agreement and to consult with an attorney of his/her choice, and Employee has had the opportunity to do so. Employee has had the right to consider this Agreement for a period of at least forty-five (45) days prior to entering into this Agreement. Employee has the right to revoke this Agreement for a period of seven (7) days following execution of this Agreement by giving written notice to the local Human Resources representative. If Employee revokes the Agreement, it shall not be effective and enforceable and Employee will not receive any of the benefits described in paragraph 5. Employee has read and understands the terms and contents of this Agreement, and Employee freely, voluntarily, and without coercion enters into this Agreement and agrees to be bound by its terms.

8. This Agreement constitutes the entire understanding and agreement of Employee and Employer and can only be modified in writing agreed to by both parties.

9. Employee has received all of the information required to be disclosed in these circumstances under the Age Discrimination in Employment Act regarding who is covered by the Program, the eligibility factors, the time limits of the Program, the ages and job titles of everyone eligible for the Program, and the ages of ineligible employees in the same job classification or organizational unit.

Please Read This Agreement Carefully. It Contains a Release of Known and Unknown<sup>3</sup> Claims as Described in Paragraph 3, Above, Subject To The Limitations Expressly Set Forth in Paragraph 4.

Agreed to:

\_\_\_\_\_  
 Employee/date

\_\_\_\_\_  
 {Employer}/date

Notes:

1. The issuing organization should insert at this point a *specific date* on which the Separation Program involved was first announced. In determining this date, the issuing organization should consider the specificity of information provided to the public in work force restructuring plans issued pursuant to section 3161, as well as the announcement of the individual separation program involved.

2. When this Agreement is used in association with early retirement programs, the following language should be added here: "Employer reserves the right to provide equivalent benefits in another form in the unlikely event that any aspect of the Program is improper under law."

3. Counsel should check to be sure that this aspect of the Model Release fully comports with applicable state or local law.

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[Docket No. CP96-199-000]

**Federal Energy Regulation Commission****Egan Hub Partners, L.P., Notice of Application**

February 28, 1996.

Take notice that on February 16, 1996, Egan Hub Partners, L.P. (Egan Hub) filed an application in Docket No. CP96-199-000 pursuant to Section 7(c) of the Natural Gas Act and Parts 157 and 284 of the Commission's Regulations (regulations) requesting: (1) a certificate of public convenience and necessity pursuant to Subpart A of Part 157 authorizing the operation of natural gas facilities initially constructed to provide Natural Gas Policy Act (NGPA) Section 311(a)(2) storage and transportation services at market-based rates; (2) a blanket certificate pursuant to subpart G of Part 284 authorizing Egan Hub to provide open access storage and transportation services on behalf of others; (3) a blanket construction certificate pursuant to Subpart F of Part 157 authorizing certain construction and operation of facilities abandonments, and certificate amendments; (4) a blanket sales certificate pursuant to Subpart J of Part 284 authorizing Egan Hub to provide unbundled sales service for the limited purpose of disposing of gas in storage that shippers may fail to remove; and (5) approval of the FERC Gas Tariff included at Exhibit P to the application; all as more fully set forth in the application on file with the Commission and open to public inspection.

Egan Hub also requests, if market-based rates are approved, waivers of (1) the requirements of Section 284.8(d) of the regulations, which require that rates be designed using a straight fixed-variable rate design methodology; (2) the requirements of Section 157.14 of the regulations to permit Egan Hub to omit Exhibits K, N, and O to the application; and (3) the accounting and reporting requirements under Part 201 and Section 260.2 of the regulations.

The storage and transportation facilities for which Egan Hub seeks approval to operate are located in Acadia Parish, Louisiana. Egan Hub says the facilities consist of an underground storage cavern and related natural gas transportation facilities which were initially constructed to provide NGPA 311(a)(2) service. Approval is requested to operate the existing storage cavern with a 3.5 Bcf working gas capacity and pipeline facilities consisting of:

- 1.75 miles of dual 20-inch pipeline and 3.62 miles of dual 20-inch pipeline

interconnecting Egan Hub with Trunkline Gas Company, ANR Pipeline Company, Tennessee Gas Pipeline Company, and Texas Gas Transmission Corporation; and

- 6.70 miles of 24-inch pipeline interconnecting Egan Hub with Columbia Gulf Transmission Company.
- Egan Hub proposes to charge and collect market-based rates for these storage and transportation services.

Egan Hub also requests a certificate of public convenience and necessity pursuant to Subpart A of Part 157 authorizing construction and operation of a second cavern and appurtenant facilities necessary to provide additional new storage and transportation services at market-based rates. The Commission's Staff will defer processing this request pending NE Hub's filing a supplement to this application which specifically describes the proposed new facilities and services and includes required environmental and engineering/geological data.

Any person desiring to be heard or to make any protest with reference to said application should on or before March 6, 1996, file with the Federal Energy Regulatory Commission, Washington, DC 20426, a motion to intervene or a protest in accordance with the requirements of the Commission's Rules of Practice and Procedure (18 CFR 385.214 or 385.211) and the Regulations under the Natural Gas Act (18 CFR 157.10). All protests filed with the Commission will be considered by it in determining the appropriate action to be taken, but will not serve to make the protestants parties to the proceedings. Any person wishing to become a party to a proceeding or to participate as a party in any hearing therein must file a motion to intervene in accordance with the Commission's Rules.

Take further notice that, pursuant to the authority contained in and subject to the jurisdiction conferred upon the Federal Energy Regulatory Commission by Sections 7 and 15 of the Natural Gas Act and Commission's Rules of Practice and Procedure, a hearing will be held without further notice before the Commission or its designee on this application if no motion to intervene is filed within the time required herein, if the Commission on its own review of the matter finds that a grant of the certificate is required by the public convenience and necessity. If a motion for leave to intervene is timely filed, or if the Commission on its own motion believes that a formal hearing is required, further notice of such hearing will be duly given.

Under the procedure herein provided for, unless otherwise advised, it will be

unnecessary for Edgan Hub to appear or be represented at the hearing.

Lois D. Cashell,

*Secretary.*

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**Federal Energy Regulatory Commission**

[Docket No. TM96-4-34-000]

**Florida Gas Transmission Company; Notice of Proposed Changes in FERC Gas Tariff**

February 28, 1996.

Take notice that on February 23, 1996, Florida Gas Transmission Company (FGT) tendered for filing to become part of its FERC Gas Tariff, Third Revised Volume No. 1, effective April 1, 1996, the following tariff sheets:

Thirteenth Revised Sheet No. 8A  
Seventh Revised Sheet No. 8A.01  
Fifth Revised Sheet No. 8A.02  
Eleventh Revised Sheet No. 8B  
Fourth Revised Sheet No. 8B.01

FGT states that the instant filing is submitted pursuant to Section 27 of the General Terms and Conditions (GTC) contained in FGT's Tariff which provides that FGT will file a Fuel Reimbursement Charge Adjustment to be effective each April 1 and October 1, as applicable. Section 27.A. of the GTC provides for the submission of workpapers supporting any revisions to the Fuel Reimbursement Charge Percentage at least thirty days prior to the proposed effective date of the adjustment. Section 27.C. states that the Current Fuel Reimbursement Charge Percentage will be the quotient resulting from fuel used and lost and unaccounted for gas, less fuel retained for Western Division transportation service, divided by volumes delivered, excluding Western Division deliveries, during the six-month period commencing one year prior to the effective date of the Fuel Reimbursement Charge Adjustment.

FGT states the historical figures for the six-month period of April through September, 1995, reflect an extremely high utilization of FGT's newly expanded system. These historically high throughput levels of 264,362,538 MMBtu, or over 1,444,000 MMBtu per day, were in large part a result of the economic attractiveness of natural gas compared to alternate fuels for the generation of electricity. The total throughput included 9,967,431 MMBtu, or over 54,000 MMBtu per day, transported under FGT's interruptible rate schedules. While FGT historically