

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, D.C. 20426

July 31, 2006

In Reply Refer To:
Northern Natural Gas Company
Docket No. RP06-414-0000

Northern Natural Gas Company
1111 South 103rd Street
Omaha, NE 68124-1000

Attention: Mary K. Miller, Vice President
Regulatory and Government Affairs

Reference: Tariff Revisions Concerning Statement of Accounts, *et al.*

Ladies and Gentlemen:

On June 30, 2006, Northern Natural Gas Company (Northern) filed tariff sheets¹ to its FERC Gas Tariff, Fifth Revised Volume No. 1. Northern proposes to revise certain tariff provisions regarding its monthly statement of account; change its method for submitting the information required to initiate requests for throughput service; remove a provision that allows for a shipper to amend its primary receipt points in the event of a force majeure; and, correct referenced language in its tariff. We accept Northern's revised tariff sheets, subject to the conditions discussed below, to become effective July 31, 2006, as proposed.

Northern proposes new tariff language that will allow a shipper to request a statement showing the outstanding cumulative account activity that indicates any amounts billed during the current month and, if requested, a statement showing cumulative outstanding account activity. Northern also proposes to modify its tariff provision regarding the information requirements in its throughput service request procedures in section 26 of its General Terms and Conditions (GT&C) by removing the capitalized phrase "THROUGHPUT REQUEST FORM" as a requirement for requesting throughput service. Further, shippers will be able to request throughput service via Northern's website or by e-mail. Northern states that it will accept throughput service requests as long as the shipper includes all information detailed in section 26.

¹ See Appendix.

Northern proposes to remove a provision in section 26 of its GT&C that contains a procedure for requesting a change in primary receipt points in response to a force majeure situation.² Northern states that it is removing this provision because: 1) it is obsolete; 2) no shipper has ever requested realignment under the provision; 3) Northern does not have a process in place to handle such a request; and, 4) shippers can request realignments in the regular course of business. Finally, Northern proposes to correct a reference in its Rate Schedule IDD tariff provisions that points to Northern's flowing gas rules as set out in its tariff.

The Commission issued notice of Northern's filing on July 3, 2006. Interventions, comments, and protests were due as provided in section 154.210 of the Commission's regulations (18 C.F.R. § 154.210). Pursuant to Rule 214 of the Commission's Rules of Practice and Procedure (18 C.F.R. § 385.214), all timely filed motions to intervene and any motions to intervene out-of-time filed before the issuance date of this order are granted. Granting late interventions at this stage of the proceeding will not disrupt the proceeding or place additional burdens on existing parties. Northern Municipal Distributors Group (NMDG),³ and the Midwest Region Gas Task Force Association (MRGTF)⁴ each filed comments.

² The provision Northern proposes to eliminate states: "In the event of a verifiable force majeure situation as defined in this Tariff, Shipper may request an amendment of its primary receipt point. Northern will confirm in writing on a form (Confirmation Form) availability of capacity at that point, if any, within seven (7) work days of the request. To the extent capacity is available, Shipper may execute the Confirmation Form and upon receipt of same by Northern, Shipper may nominate volumes at that point pursuant to the existing nomination procedures contained in this Tariff. The executed Confirmation Form will constitute a binding amendment to the firm throughput Service Agreement. Northern will submit to Shipper a revised Appendix A to the firm throughput Service Agreement as soon thereafter as practicable."

³ NMDG is composed of the following Iowa municipal-distributor customers of Northern: Cascade, Cedar Falls; Coon Rapids; Emmetsburg; Gilmore City; Graettinger; Guthrie Center, Harlan; Hawarden; Lake Park; Manilla; Manning; Osage; Preston; Remsen; Rock Rapids; Rolfe; Sabula; Sac City; Sanborn; Sioux Center; Tipton; Waukee; West Bend; Whittemore; and Woodbine.

⁴ MRGTF is composed of the following municipal-distributor and local distribution customers of Northern: Austin; Circle Pines; Community Utility Company; City of Duluth, Minnesota – Duluth Public Utilities; Great Plains Natural Gas Company; Hibbing; Hutchinson; New Ulm; Northwest Natural Gas Company; Owatonna; Round Lake; Sheehan's Gas Company, Inc.; Two Harbors; Virginia; and Westbrook, Minnesota; Midwest Natural Gas, Inc.; Superior Water Light and Power; St. Croix Valley Natural Gas, Wisconsin, d/b/a St. Croix Gas, Wisconsin; and Watertown, South Dakota.

NMDG/MRGTF states that it has no objection to Northern's proposals. However, NMDG/MRGTF states that it is concerned that eliminating the provision in Northern's tariff concerning primary receipt point realignment in the event of a force majeure situation would make the issue of how Northern accomplishes a primary receipt point realignment in the event of a force majeure situation unclear. NMDG/MRGTF states that it has discussed its concern with Northern, and that Northern agrees to add the following sentence (shown in **bold**) to the third full paragraph on Tenth Revised Sheet No. 252:

Northern will advise Shipper of its ability to provide the service requested. Northern will give a Shipper requesting firm service written confirmation within seven (7) work days after receipt of a request that a Shipper will be allowed to enter into a TF, TFX, VFT, or LFT Service Agreement containing the points requested or amend an existing TF, TFX, VFT or LFT Service Agreement to change primary receipt or delivery points; Shipper may not nominate volumes at these points until the TF, TFX, VFT, or LFT Service Agreement or amendment is executed. **In a force majeure situation, a shipper may request a change in primary receipt or delivery points pursuant to this section.**

The Commission agrees with NMDG/MRGTF that Northern's proposal would leave shippers unclear, if in a force majeure situation, regarding the procedures for changing primary receipt and delivery points in its tariff. The new language agreed to by Northern and requested by NMDG/MRGTF clarifies that the same procedures that apply for normal primary receipt and delivery point re-alignment requests apply as well to primary receipt and delivery point re-alignment requests in force majeure situations. Therefore, in light of the fact that Northern's proposal to eliminate the existing provision is unopposed and Northern agrees to add the foregoing clarifying language to its tariff, the Commission accepts the proposed revision subject to Northern filing a revised tariff sheet including this language within 15 days of the date this order issues. Northern's other tariff sheets are accepted as proposed without condition.

By direction of the Commission. Commissioner Wellinghoff voted present.

Magalie R. Salas,
Secretary.

Appendix

**Northern Natural Gas Company
Fifth Revised Volume No. 1**

Tariff Sheets Accepted Effective July 31, 2006

Eighth Revised Sheet No. 146

Fourth Revised Sheet No. 215

Fourth Revised Sheet No. 251

Tenth Revised Sheet No. 252

Fifth Revised Sheet No. 253

Third Revised Sheet No. 254