

122 FERC ¶ 61,289
FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, D.C. 20426

March 27, 2008

In Reply Refer To:
Northern Natural Gas Company
Docket No. RP08-183-000

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

Attention: Dari R. Dornan, Senior Counsel

Reference: Waiver Request

Ladies and Gentlemen:

1. On January 31, 2008, Northern Natural Gas Company (Northern) filed a petition for limited waiver of its General Terms and Conditions (GT&C) to allow U.S. Energy Services (USES) and Minnesota Mining and Manufacturing Company (3M) to extend certain firm transportation service agreements under Northern's right-of-first-refusal (ROFR) provisions, despite inadvertently failing to meet the 15-day deadline to execute the agreements after they were tendered by Northern.
2. Section 52(5)(A) of Northern's GT&C provides that, under its ROFR provisions, should a competing shipper submit a bid for available capacity and should the original shipper decide to match that bid to retain that capacity, it has 15 days from the day Northern tenders a new service agreement for that capacity to execute the agreement. Northern states that two of its firm transportation service agreements with USES are set to expire on March 31, 2008. Northern posted the capacity under its ROFR provisions and no party submitted a competing bid. Northern states that USES elected to extend each agreement for two years. Northern tendered amended service agreements to USES on January 4, 2008. Under Northern's tariff, USES had 15 days to execute the amended agreements. Northern states that, due to an administrative oversight, USES executed the agreements two days after the 15-day window. Northern requests limited waiver of its tariff to allow the agreements to be executed.

3. Northern also states that a firm transportation service agreement with 3M is set to expire on March 31, 2008. Northern states that it posted the capacity for this agreement under its ROFR provisions, and no party submitted a competing bid. According to Northern, 3M elected to extend the agreement for one year. Northern tendered an amended service agreement to 3M on December 31, 2007. Northern explains that its cover letter for the agreement incorrectly provided 3M with 30 days to execute the amended agreement, instead of the 15 days provided for by its GT&C, and thus 3M did not execute the agreement within 15 days. Northern requests limited waiver of its tariff to provide 3M with additional time to execute the agreement. Northern states that no parties will be harmed by granting these waivers since no other parties bid on the capacities during the ROFR process. Northern requests that the Commission issue an order on this waiver request prior to March 31, 2008, which is the termination date of the agreements.

4. The Commission noticed Northern's filing on February 5, 2008, allowing for protests as provided by 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 motions 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 this proceeding or place additional burdens on existing parties. No party filed a protest or adverse comments.

5. For good cause shown, we grant Northern limited waivers of section 52(5)(A) of its GT&C so that Northern may extend its respective firm transportation service

agreements with USES and 3M as originally intended. Since no parties submitted competing bids for the capacity, no party will be harmed by approval of this waiver.

By direction of the Commission.

Kimberly D. Bose,
Secretary.

cc: All Parties

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