

109 FERC ¶ 61,201  
UNITED STATES OF AMERICA  
FEDERAL ENERGY REGULATORY COMMISSION

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

Northern Natural Gas Company

Docket No. RP04-616-000

v.

ANR Pipeline Company

ORDER DISMISSING COMPLAINT

(Issued November 22, 2004)

1. On September 30, 2004, Northern Natural Gas Company (Northern Natural) filed a complaint, pursuant to section 5 of the Natural Gas Act (NGA) and section 385.206 of the Commission's Rules of Practice and Procedure. Northern Natural alleges that ANR Pipeline Company (ANR), by increasing pressures on its facilities near Janesville, Wisconsin, will degrade the service of existing firm customers and diminish regional gas-on-gas competition.

2. We find that ANR can increase pressures on its facilities near Janesville, Wisconsin, and remain in compliance with its certificated maximum allowable operating pressure (MAOP) and with the terms of its tariff and service agreements. Further, we do not find convincing evidence that an increase in ANR's pressure will unduly burden or preclude Northern Natural from delivering gas into ANR's facilities. Finally, we find the allegations Northern Natural presents in its complaint could have and should have been included in Northern Natural's protest in a prior ANR expansion proceeding. For these reasons, as discussed more fully below, we find it is consistent with the public interest to dismiss the complaint.

**Background**

3. Northern Natural interconnects with ANR near Janesville, Wisconsin. Northern Natural states that pursuant to a firm service agreement with ANR, Northern Natural has been transporting volumes of up to 52,137 Dth/d for delivery to the Janesville interconnect. However, effective November 1, 2004, ANR terminated the agreement for this firm capacity on Northern Natural's system. Consequently, Northern Natural has posted this capacity as available on its website.

4. Following termination of ANR's firm service agreement for upstream capacity on Northern Natural's system, Northern Natural continues to have firm service obligations to deliver gas for two shippers to the Janesville interconnection. Madison Gas and Electric Company (Madison Gas and Electric) has a firm service agreement with Northern Natural that expires in 2011 for a capacity of 33,481 Dth/d from March through November and for 20,000 Dth/d from December through February. Wisconsin Power and Light Company (Wisconsin Power and Light) has a firm service agreement with Northern Natural that expires in 2010 for capacity of 10,000 Dth/d from April through October.

5. On June 5, 2003, we granted ANR authorization for its WestLeg Project, an expansion designed to increase capacity by looping and enlarging existing ANR lines in Wisconsin and Illinois.<sup>1</sup> ANR's WestLeg Project expansion went into service on November 1, 2004, and as a result, ANR no longer needs to rely on its reserved upstream capacity on Northern Natural's system. Northern Natural objected to ANR's WestLeg Project on the grounds that ANR would turn back 86,500 Dth/d of firm capacity on Northern Natural's system, thereby increasing costs to other shippers on Northern Natural's system – an adverse impact on an existing pipeline to be taken into account in balancing benefits against adverse impacts under the Commission's Statement of Policy on the Certification of New Interstate Natural Gas Pipeline Facilities (Policy Statement on New Facilities).<sup>2</sup>

6. In considering ANR's WestLeg Project, we noted that Northern Natural could seek to market the capacity turned back by ANR "and thereby recoup revenues now derived from service for ANR and enhance other shippers' transportation options."<sup>3</sup>

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<sup>1</sup> 104 FERC ¶ 61,301 (2003) (order granting rehearing and clarification); 103 FERC ¶ 61,297 (2003) (order issuing certificate and approving abandonment); and 101 FERC ¶ 61,376 (2002) (preliminary determination).

<sup>2</sup> 88 FERC ¶ 61,227 (1999) (policy statement); 90 FERC ¶ 61,128 (order clarifying policy statement) (2000); and 92 FERC ¶ 61,094 (order further clarifying policy statement) (2000).

<sup>3</sup> 101 FERC ¶ 61,376 at P 39 (2002). We added that "even if we were to accept Northern Natural's description of the adverse impact of ANR's proposal, we would still find the expansion to be consistent with our Policy Statement on New Facilities, since on balance, we believe the proposal presents a net benefit." *Id.*

Here, Northern Natural complains that “certain facts involving ANR’s West Leg Expansion were not included in its certificate application; the Commission, therefore, was not afforded the opportunity to make a fully informed decision on the impact of ANR’s expansion.”<sup>4</sup>

### **Northern Natural’s Complaint**

7. Under the service agreement with ANR that expired on October 31, 2004, Northern Natural was required to deliver gas to ANR at Janesville at an average minimum pressure of 450 psig. In its WestLeg Project expansion application, ANR stated that the addition of the proposed expansion facilities would result in an increase in pressure on ANR’s existing facilities at Janesville from 450 to 609 psig. On August 19, 2004, ANR issued a non-critical notice on its website stating that it would be operating its system in and around Janesville during the 2004-2005 winter heating season within a range of 600 to 800 psig. Northern Natural states that ANR has informed it that ANR’s operating pressures during the upcoming winter heating season will increase to between 650 and 750 psig, and that Northern Natural will be required to meet ANR’s MAOP of 975 psig. Northern Natural attributes ANR’s need to boost pressure to ANR’s efforts to serve new expansion shippers, and insists it should not have to bear the financial burden of modifying its current facilities and operations in order to comply with ANR’s new higher pressure requirements.

8. Northern Natural complains that it does not have the capability to consistently make deliveries at these higher pressures. Consequently, Northern Natural contends that no shipper has been willing to contract for any portion of the 86,500 Dth/d of ANR’s turned back firm transportation capacity on Northern Natural. Further, Northern Natural maintains that ANR has indicated it will not confirm nominations from primary firm shippers at Janesville unless ANR “believes” that Northern Natural will be capable of delivering gas into ANR’s system at the anticipated higher operating pressures.<sup>5</sup> Northern Natural concludes that its “shippers are denied the ability to have gas delivered

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<sup>4</sup> Northern Natural’s Complaint at 7 (September 30, 2004).

<sup>5</sup> Northern Natural states that it is currently capable of delivering gas to ANR at Janesville at 609 psig without any modification to its existing system’s facilities. *Id.* at 5.

into Wisconsin markets and ANR's shippers are denied competitive alternatives" due to "ANR's abrupt departure from long-standing operational practices," an outcome "contrary to ANR's assertions in its West Leg Expansion certificate application."<sup>6</sup>

9. Northern Natural asserts that in addition to the difficulties it will experience marketing its own capacity, shippers that now hold capacity on ANR and Northern Natural will be adversely affected because their gas may not be able to flow from Northern Natural into ANR at Janesville. Northern Natural contends that to the extent firm and interruptible shippers on ANR that previously were able to access gas supplies carried by Northern Natural are no longer be able to do so, their supply options will be restricted to gas carried by ANR, thereby reducing competition and degrading supply reliability.

10. Northern Natural asserts that at the time the ANR application for the WestLeg Project was under consideration, it was not apparent that the project would degrade competition and reliability; were it otherwise, Northern Natural believes the Commission would have required action by ANR to avoid this result. Northern Natural cites *Cove Point LNG Limited Partnership (Cove Point)*<sup>7</sup> as a case in which a shipper objected to proposed modifications to Cove Point's system because a resulting increase in operating pressure would adversely impact the shipper's existing delivery flexibility. In *Cove Point*, the Commission conditioned its certificate authorization on the parties' resolving the issue of the impact of an increase in operating pressure.<sup>8</sup> Northern Natural argues that certificate authorization for ANR's WestLeg Project expansion should have been conditioned on ANR's holding its receipt point pressure at Janesville to the historic lower average minimum of 450 psig.

11. Northern Natural asks that the Commission direct ANR (1) to modify and operate its system so that ANR will be able to continue to accept gas at Janesville at the historical average minimum delivery point pressure of 450 psig, or (2) to modify and operate its system to meet its firm load without increasing the pressures at Janesville higher than the 609 psig identified in ANR's WestLeg Expansion application, or (3) to implement

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<sup>6</sup> *Id.* at 6-7.

<sup>7</sup> 97 FERC ¶ 61,043 (2001).

<sup>8</sup> *Id.* at 61,204-05.

economic remedies rather than degrade existing firm service, or (4) to schedule firm volumes at Janesville up to the historic firm level of 139,000 Dth/d and hold and resolve imbalances through an operational balancing agreement (OBA).

### **ANR's Answer to Northern Natural's Complaint**

12. ANR contends that Northern Natural's complaint constitutes a collateral attack on the Commission's June 5, 2003 Order granting certificate authorization for its WestLeg Project, and requests that the Commission dismiss the complaint. Alternatively, ANR requests that the Commission reject the complaint because ANR's operation of its system, as modified by the addition of its WestLeg expansion facilities, is consistent with ANR's certificate obligations, ANR's tariff, and Commission precedent.

13. ANR disputes Northern Natural's claim that the complaint was prompted by insufficient attention to the consequences of ANR's planned increase in operating pressures following completion of its WestLeg expansion. ANR insists that it had clearly stated its intent to boost operating pressures in its proposal to undertake its WestLeg Project expansion.<sup>9</sup> Further, ANR points out that the Commission's orders authorizing the WestLeg Project discussed the prospect of higher pressures being used to move gas and build linepack, which should be seen as providing additional notification "that ANR would be raising and lowering the pressure on line segments to address winter heating and the growing needs of Wisconsin's electric utilities."<sup>10</sup> ANR insists that in view of this evidence – placed in the public record in advance of authorization of its WestLeg Project – that the proposed project would produce an increase in the pressures at which ANR had historically operated its facilities, the Commission should disregard Northern Natural's contention that there was inadequate consideration of ANR's planned increase in operating pressure.

14. ANR stresses that the operation of its existing facilities and its new WestLeg expansion facilities complies with the provisions of its tariff and the Commission's regulatory requirements. ANR observes that section 11.3 of the General Terms and Conditions of its tariff permits parties to negotiate minimum receipt pressures, and ANR

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<sup>9</sup> ANR references Exhibit G of its September 6, 2002 WestLeg Project Application as explicitly reflecting a peak day snapshot of the pressure at Janesville as 609 psig. ANR adds that in its October 28, 2002 Answer to Northern Natural's Protest and its October 30, 2002 Data Response, ANR affirmed its intent to boost operating pressures.

<sup>10</sup> ANR's Answer at 11 (October 20, 2004).

and Northern Natural did so under the agreement that expired on October 31, 2004. Currently, however, the parties have no such agreement in place; consequently, ANR maintains that receipts from Northern Natural at Janesville are now governed by section 11.1 of the General Terms and Conditions of its tariff, which requires Northern Natural, the shipper, to deliver gas to ANR, the transporter, “at a pressure sufficient to allow the Gas to enter Transporter’s existing pipeline system; provided, however, that such pressure of the Gas delivered or caused to be delivered by Shipper shall not exceed Transporter’s Maximum Allowable Operating Pressure.” ANR points out that the increased pressures’ expected upper range of 800 psig remains well below ANR’s MAOP of 975 psig. ANR therefore concludes that to the extent Northern Natural makes deliveries at pressures insufficient to allow gas to enter ANR’s system, the obligation rests with Northern Natural, not ANR, to modify its facilities to enable gas to flow from Northern Natural into ANR.<sup>11</sup>

15. In response to Northern Natural’s contention that shippers on ANR seeking to obtain gas from Northern Natural at Janesville will be adversely affected by ANR’s increased pressure, ANR insists this is a non-issue. ANR observes that the two shippers Northern Natural names – Madison Gas and Electric and Wisconsin Power and Light – have take away capacity from Janesville as a primary firm receipt point exclusively during the spring and summer months.<sup>12</sup> ANR explains that it is only during the winter heating season that pressures on its system may rise to between 600 to 800 psig. ANR avers that it does not intend to alter the historic operating pressure at Janesville between

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<sup>11</sup> ANR cites section 3.1 of the General Terms and Conditions of its tariff, which states that “[u]nless otherwise agreed to by the parties, Transporter shall not be required to own, construct and install any facilities to perform any service requested by a Shipper,” and adds that “Northern does not cite, nor is ANR aware of, any Commission regulation or precedent that requires a downstream pipeline to install facilities in order to guarantee that it will operate well below its MAOP for the sole benefit of a connecting upstream pipeline.” ANR’s Answer at 14 (October 20, 2004).

<sup>12</sup> Both shippers have contracted with ANR for firm WestLeg expansion service: Madison Gas and Electric for service under Rate Schedule FTS-1 for 20,000 Dth/d for a 5-year term and Wisconsin Power and Light for service under Rate Schedule FTS-3 for 60,000 Dth/d for a 9.5-year term.

April and October, and because both of these shippers have specified Janesville as a primary firm receipt point on ANR's system only during the months April through October, increased pressures on ANR's system should not affect these shippers' primary receipt point rights at Janesville.<sup>13</sup>

16. ANR asserts that Northern Natural's reliance on *Cove Point* is misplaced. ANR emphasizes that Cove Point was capable of handling large volume swings at the pipeline interconnect at issue. ANR states that unlike Cove Point, it does not have supply pools near its interconnect with Northern Natural, and can rely only on limited linepack to adjust any imbalances. Further, ANR believes that Cove Point and the pipeline objecting to Cove Point's proposed changes could respond to imbalances by altering their deliveries to still other interconnecting pipelines, whereas ANR and Northern Natural do not have this same flexibility. ANR declares that in *Cove Point*, the Commission's concern was that shippers not be adversely affected, and asserts that if the Commission adopts Northern Natural's recommendations, shippers on ANR will be disadvantaged. ANR explains that this is because its pipeline is fully subscribed downstream of the Janesville interconnect; consequently, if Northern Natural does not deliver requisite volumes at Janesville, and ANR has to provide firm swing rights to Northern Natural, ANR "would likely be unable to meet its obligations to its downstream shippers."<sup>14</sup> ANR also distinguishes *Cove Point* by noting that unlike the parties in that case, ANR and Northern Natural do not have existing "agreed-to flexibilities in place for the winter seasons that are in need of protection,"<sup>15</sup> and in this case, no shipper has requested such

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<sup>13</sup> ANR explains that although Madison Gas and Electric has firm receipt rights at Janesville during the winter months, its contract for *primary* firm receipts is only for April through October. During the winter months, ANR states that Madison Gas and Electric uses Janesville as a *secondary, i.e.,* interruptible, receipt point. See Madison Gas and Electric's Motion to Intervene and Comments at 4, n. 2 (October 20, 2004). ANR disputes Northern Natural's expectation that there is a market for primary receipt rights at Janesville, noting that although it conducted "multiple" open seasons during 2004 for expansions into Wisconsin for 2006, not a single shipper sought firm receipts at Janesville.

<sup>14</sup> ANR's Answer at 18 (October 20, 2004).

<sup>15</sup> *Id.*

arrangements. ANR insists that the OBA assurances Northern Natural seeks would favor Northern Natural's deliveries to ANR at Janesville at the expense of ANR shippers holding contracts with higher priorities.

17. ANR cites *Guardian Pipeline L.L.C. (Guardian)*<sup>16</sup> as a case that more accurately reflects the circumstances here. In *Guardian*, Northern Natural alleged that a new pipeline would force it to undertake major facility modifications to be able to accommodate an increase in delivery pressure from 375 psig to 675 psig. The Commission determined that Northern Natural would require minimal new facilities to be able to deliver its full contractual volumes at the higher pressure and, accordingly, in authorizing the proposed pipeline, placed the burden on Northern Natural to modify its system as necessary to meet the higher delivery pressure. ANR argues the Commission should adopt the same approach here, and require Northern Natural, not ANR, to bear the burden of modifying its facilities as needed to deliver gas to ANR at a higher pressure.

### **Madison Gas and Electric's Comments**

18. Madison Gas and Electric takes no position on the merits of Northern Natural's and ANR's assertions. However, Madison Gas and Electric seeks assurance that regardless of the outcome in this proceeding, it will continue to receive its contracted-for firm service. If it appears that the result will be otherwise, Madison Gas and Electric asks that the Commission grant it the option to terminate, modify, or reduce the rates under its existing affected contracts with Northern Natural and ANR. Finally, Madison Gas and Electric clarifies the terms of its firm transportation service agreement with Northern Natural, stating that although its service agreement provides for two primary delivery points – one at Janesville and another at a Madison Gas and Electric citygate – if pressure at Janesville renders Northern Natural unable to deliver gas to ANR at that point, it would not be possible for Madison Gas and Electric to take its full contract volumes at its citygate delivery point.<sup>17</sup>

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<sup>16</sup> 91 FERC ¶ 61,285 (2000), *order on rehearing and issuing certificate*, 94 FERC ¶ 61,269 (2001).

<sup>17</sup> Madison Gas and Electric's Factual Clarification at 2 (October 26, 2004). *See also* Northern Natural, 60 FERC ¶ 61,149 (1992) (letter order describing the addition of the citygate delivery point under Northern Natural's and Madison Gas and Electric's FT-1 service agreement).

### **Commission Response**

19. We concur with ANR's claim that Northern Natural's objections constitute a collateral attack on the proceeding in Docket No. CP02-434-000 in which ANR received Commission authorization for its WestLeg Project expansion. ANR's application in that proceeding provided adequate notice of ANR's intent to increase the operating pressure at Janesville upon completion of the proposed expansion.<sup>18</sup> The appropriate time to challenge this anticipated pressure increase would have been in the proceeding on ANR's WestLeg expansion application. While Northern Natural filed a protest in that proceeding, Northern Natural did not raise objections to the proposed project on the grounds that the expansion would result in an increase in the pressures at which Northern Natural had traditionally delivered gas to ANR at Janesville.<sup>19</sup> However, the flow diagrams included as part of ANR's WestLeg application submitted in 2002 demonstrated that the proposed expansion would elevate pressures on ANR's existing pipeline at Janesville. Therefore, Northern Natural had sufficient information then to raise the issue that it seeks to raise now – more than two years after the WestLeg expansion application was filed and more than one year after the final order authorizing that expansion was issued.

20. We nevertheless consider the merits of Northern Natural's complaint and conclude, in accordance with ANR's assertions, that the increase in ANR's operating pressure at the Janesville interconnect will not violate ANR's tariff or contractual and certificated service obligations, and will not conflict with any provision of our regulations or the NGA. Accordingly, considered on its merits, we reject Northern Natural's complaint.

21. As an initial matter, we accept ANR's explanation that any statement made to Northern Natural regarding ANR's certificated MAOP of 975 psig was no more than a factual recitation, and was not intended, as Northern Natural appears to have interpreted it, to be a criterion Northern Natural is expected to accommodate. Further, notwithstanding that ANR's MAOP is 975 psig, we believe that the best projection of ANR's highest future operating pressures at Janesville is set forth in ANR's non-critical notice posted on its website on August 19, 2004. In that notice, ANR explained that it

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<sup>18</sup> See ANR's WestLeg Project Application, Exhibit G, Flow Diagrams (September 6, 2002).

<sup>19</sup> Moreover, Northern Natural did not seek rehearing of either the preliminary determination in which we denied its protest or the final order.

had received questions from customers regarding the impact of the WestLeg Project expansion on prevailing line pressures in and around the Janesville area during this winter heating season. In response, ANR's notice announced that it "anticipates that throughout the winter period its prevailing line pressure will be higher than historical levels, and could be within a range of 600 to 800 psig." Northern Natural complains that this range is above the 609 psig specified in the WestLeg application and implies that the predicted 609 psig specified in ANR's application was an incorrect or misleading number.

22. ANR replies that 609 psig was not intended to designate a maximum pressure, but represented a snapshot of the daily design flow as anticipated subsequent to the WestLeg expansion. ANR contends that it would be unreasonable to hold it to its calculation of a steady state daily design pressure of 609 psig, since during any given day, pressures fluxuate, increasing at times of greater throughput and decreasing during off-peak hours.<sup>20</sup> ANR stresses that a daily design pressure of 609 psig is not inconsistent with a winter season operating pressure range of 600 to 800 psig. We accept ANR's interpretation, and view its WestLeg application as having been sufficiently precise about forthcoming changes to its existing facilities' operating pressures as a result of the WestLeg expansion. Thus, we find no cause to reconsider the rationale for our decision authorizing the WestLeg expansion.

23. We also concur with ANR's interpretation of its tariff requirements. ANR's tariff permits ANR and a shipper to specify pressure commitments, and under ANR's and Northern Natural's service agreement for 52,137 Dth/d at Janesville, the parties had specified that gas be delivered at Janesville at an average minimum delivery point pressure of 450 psig. However, this agreement, along with the parties' agreed upon average minimum delivery point pressure of 450 psig, expired on October 31, 2004. Thereafter, section 11.1 of the General Terms and Conditions of ANR's tariff applies, and this section specifies that gas be delivered at a pressure sufficient to allow the gas to enter ANR's system. We conclude that ANR's intent to increase pressure at Janesville is consistent with the terms of its tariff, and there is no indication in the record that an

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<sup>20</sup> ANR indicates that it is not doing anything differently than described in its application for authorization for its WestLeg expansion. ANR points out that in response to Northern Natural's protest in that proceeding, it explained that its "compression at Janesville can be committed to compression volumes moving towards the Janesville area instead [of] being required to pull gas from Northern, which also increases the expected pressures for Madison area customers." ANR Answer at 8 (October 28, 2002).

increase in pressure is inconsistent with the terms of any of ANR's customers' service agreements. Therefore, the responsibility to deliver gas at a pressure sufficient to allow the gas to enter ANR's system rests with Northern Natural.

24. Northern Natural cites *Cove Point* as a case in which we conditioned a pipeline's increase in pressure on its resolving an objection that the pressure increase would hamper deliveries, and urges that we now do the same. In that case, we directed the shipper and Cove Point to negotiate a new OBA to resolve this issue, and we encourage Northern Natural and ANR to do the same here. However, as ANR observes, the circumstances in *Cove Point* differ materially from those here. The cases are similar in that our assessment included a balancing of the benefits that new system modifications can bring against the potential harm existing shippers may experience. In this case, as explained above, we find no evidence that ANR's WestLeg expansion will violate ANR's tariff, or its contractual and certificated service obligations, or our regulations. Nor is there convincing evidence that Northern Natural will necessarily be unable to deliver gas to ANR at Janesville at a higher pressure. Therefore, we find no cause to condition ANR's expansion's authorization to compel ANR to alter its system's facilities or operations in order to allow it to continue to receive gas at Janesville at historic, lower pressures.

25. We accept Northern Natural's statement that its system is currently capable of delivering gas to ANR at the Janesville interconnect at 609 psig. Northern Natural also states that its system does not now have the capability to consistently deliver volumes at pressures above 800 psig. However, Northern Natural does not indicate what volumes of gas it can consistently deliver at higher pressures, or what the difference between the volumes it can deliver and its firm service obligations would be, or what modifications it would need to make to its system to be able to fulfill its customer commitments. Absent more specific allegations, we cannot verify that ANR's increased operating pressure will in fact interfere with Northern Natural's capability to make scheduled deliveries at Janesville. However, if ANR's increased pressure remains below the maximum allowed, and Northern Natural proves unable to deliver gas to ANR at Janesville, the responsibility to make changes to make deliveries possible will lie with Northern Natural, not ANR.

26. ANR contends that no shipper has requested primary contract receipts at Janesville during the winter period, and ANR does not expect to maintain increased pressures on its system during the spring and summer periods. With respect to Madison Gas and Electric, ANR notes that Janesville is a primary firm receipt point only from April through October, but is a secondary receipt point during the winter season. ANR notes that Wisconsin Power and Light similarly has firm receipts at Janesville only during the summer period. In view of this, we conclude the higher winter pressures at Janesville should not interfere with existing customers obtaining their contracted-for services.

27. In addition, while Madison Gas and Electric has a firm service agreement with ANR for downstream transportation during the winter months, its service agreement with ANR specifies the Janesville interconnection as a secondary receipt point, not as a primary receipt point. Thus, ANR is obligated to receive gas for Madison Gas and Electric from Northern Natural at the Janesville interconnection only when ANR has capacity at that point during the winter months. Therefore, if the shippers nominate the Janesville interconnection for deliveries during November through March, ANR's inability to accept all of the shippers' nominated volumes at Janesville will not reflect a failure on ANR's part to satisfy its firm service obligations.<sup>21</sup>

28. Northern Natural alleges that it has been unable to find shippers for firm transportation service to Janesville due to uncertainty about the operation of the Janesville interconnect and ANR's refusal to confirm nominations from primary shippers unless ANR "believes" Northern Natural can deliver gas at a pressure high enough to enter ANR's system. With respect to ANR's confirming nominations at Janesville, ANR is bound by the terms of its tariff, and must accept and receive all volumes that meet the minimum provisions of its tariff.

29. The only existing or potential shipper to comment in this complaint proceeding is Madison Gas and Electric. Madison Gas and Electric asks that the Commission either (1) affirm that it should be able to continue to receive the service it has contracted for on Northern Natural and ANR following the addition of the WestLeg facilities, or (2) allow it to modify its existing contracts. We expect both Northern Natural and ANR to fulfill their service obligations to Madison Gas and Electric, as well as to their other shippers. In the event a shipper believes it has not received all the services to which it is entitled, we invite that shipper to submit allegations of service shortcomings to the Commission. We note that no other shipper has expressed concerns regarding ANR's announced increase in pressure, and we conclude there is no need for further investigation into the impact of ANR's commencing service on its WestLeg facilities.

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<sup>21</sup> On the other hand, when ANR does not have capacity available at Janesville to accept the shippers' gas during the winter heating season, insufficient pressure in Northern Natural's system to make deliveries at that point would reflect a failure on Northern Natural's part, since its firm service agreements specify Janesville as a primary receipt point.

30. For the reasons discussed above, we find that the record does not support a finding that ANR's operating its facilities at Janesville at a higher pressure will have an adverse impact on ANR's ability to meet its firm service obligations to its existing shippers. Therefore, we will dismiss Northern Natural's request.

The Commission orders:

Northern Natural's complain is dismissed, for the reasons discussed in the body of this order.

By the Commission.

( S E A L )

Linda Mitry,  
Deputy Secretary.