

111 FERC ¶ 61,002
FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, D.C. 20426

April 1, 2005

In Reply Refer To:
Northern Natural Gas Company
Docket No. RP05-222-000

Northern Natural Gas Company
P.O. Box 3330
Omaha, NE 68103-0330

Attention: Mary Kay Miller, Vice President
Regulatory and Government Affairs

Reference: Revisions to *Pro Forma* Service Agreements

Dear Ladies and Gentlemen:

1. On March 4, 2005, Northern Natural Gas Company (Northern) filed revised tariff sheets¹ to modify certain *pro forma* service agreements. Specifically, Northern proposes to: (1) add the MID Pooling service agreement to its list of agreements that can be amended; (2) delete the Gas Research Institute language from its form of amendment service agreement since the surcharge terminated effective August 2004; (3) include an evergreen provision in its *pro forma* MID Pooling service agreement; and, (4) add space for introductory “Whereas” clauses in its form of amendment service agreement. Northern includes language on its form of amendment agreement clarifying that any such clause should be limited to background contractual information and not binding provisions. Northern requests an April 4, 2005, effective date for its tariff sheets.

2. The Commission noticed Northern’s filing on March 9, 2005, allowing for protests to be filed as provided by section 154.210 of the Commission's regulations. Pursuant to Rule 214, 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 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.

¹ Fourth Revised Sheet No. 403, Fourth Revised Sheet No. 403A, and Third Revised Sheet No. 458 to its FERC Gas Tariff, Fifth Revised Volume No. 1.

3. We accept Northern's revised tariff sheets effective April 4, 2005, as proposed. Northern's proposals conform to Commission policy, and benefit shippers by updating and clarifying certain elements of Northern's *pro forma* service agreements and by increasing the flexibility of shippers using Northern's MID Pooling service. The Commission accepts the addition of a space for introductory "whereas" clauses in the *pro forma* service agreement since the agreement clearly identifies that the space is to be used for background purposes, and not binding provisions. Further, the evergreen provision Northern proposes to include in its *pro forma* MID Pooling service agreement is identical to evergreen provisions Northern currently has in its *pro forma* service agreements for Rate Schedules TI (interruptible transportation), IDD (interruptible deferred delivery), and PDD (preferred deferred delivery).

By direction of the Commission.

Linda Mitry,
Deputy Secretary.

cc: All Parties

Frank X. Kelly
Steve Stojic
Gallagher, Boland and Meiburger, L.L.P.
818 18th Street, N.W., Suite 800
Washington, D.C. 20006-3520