Alaskan Northwest Natural Gas Transportation Company

P.O. Box 0619, Sandy, Utah 84091-0619

Robert L. Pierce, g.c. Chairman of the Board of Partners

February 3, 1995

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The Honorable Hazel R. O'Leary Department of Energy Forrestal Building 1000 Independence Avenue, S.W. Washington, D.C. 20585

Dear Secretary O'Leary:

This letter is to inform the Department of Energy ("BOE") of certain changes in the Alaskan Northwest Natural Gas Transportation Company ("ANNGTC") general partnership ("Partnership").¹/ Specifically, and as fully discussed below, a partner has withdrawn from the Partnership necessitating certain, albeit minor, changes to the ANNGTC partnership agreement.

By way of background, ANNGTC, a general partnership organized under the laws of the State of New York, holds a conditional certificate, issued by the Federal Energy Regulatory Commission ("FERC") pursuant to Section 5(a)(2) of the Alaska Natural Gas Transportation Act and Sections 7(c) and (e) of the Natural Gas Act, for the construction and operation of the Alaska Natural Gas Transportation System ("ANGTS").¹/ The ANNGTC was formed for the purposes of planning, designing, obtaining financing for, constructing and operating the Alaskan segment of the ANGTS, a joint U.S.-Canadian natural gas pipeline project

¹⁷ Section 3012 of the Energy Policy Act of 1992 abolished the Office of Federal Inspector of Construction for the Alaska Natural Gas Transportation System, and transferred all such functions to the Secretary of Energy. 106 Stat. 2776, 3128 (1992).

² The conditional certificate was originally issued on December 16, 1977, to Alcan Pipeline Company and others to construct and operate the ANGTS. <u>Alcan Pipeline Co. et al.</u>, 1 FERC ¶ 61,290 (1977). The Commission authorized the transfer of that certificate to ANNGTC on June 30, 1978. <u>Alaskan Northwest</u> Natural Gas Transportation Co., 3 FERC ¶ 61,290 (1978). established pursuant to international agreement $^{3\prime}$ and U.S. law. $^{4\prime}$

On January 31, 1978, the ANNGTC Partners entered into a general partnership agreement for the purposes of constructing and operating the Alaskan segment of the ANGTS ("Partnership Agreement"). Pursuant to that Agreement, Northwest Alaskan Pipeline Company ("NWA") was named the operator of the project.

Effective December 31, 1994, NWA withdrew as a partner from the ANNGTC Partnership. Also on that same date, the Partnership agreed to NWA's withdrawal as operator of the Partnership. The Partnership is now comprised of United Alaska Fuels Corporation ("United Alaska"), an indirect wholly-owned U.S. subsidiary of Foothills Pipe Lines Ltd., and TransCanada PipeLine USA Ltd. ("TransCanada USA"), a wholly-owned U.S. subsidiary of TransCanada Pipelines Limited.

In order to effectuate the withdrawal of NWA, effective as of January 1, 1995, the ANNGTC Partnership Agreement was amended ("Amendment No. 4"). On January 20, 1995, United Alaska, on behalf of the ANNGTC Partnership, filed with the FERC a "Notice of Amendment No. 4," along with a copy of Amendment No. 4.⁵

To further implement the withdrawal, and pursuant to a Board of Partners resolution, effective as of December 31, 1994, the headquarters of the Partnership was moved from Tulsa, Oklahoma to the vicinity of Salt Lake City, Utah, at the following address:

Alaskan Northwest Natural Gas Transportation Company c/o V. L. Wolfe^{6/} P.O. Box 0619 Sandy, Utah 84091-0619

<u>See Agreement Between the United States of America and Canada on Principles Applicable To a Northern Natural Gas</u>
 <u>Pipeline</u>, September 20, 1977, 29 U.S.T. 3581. T.I.A.S. No. 9030.
 <u>Alaska Natural Gas Transportation Act</u>, 15 U.S.C. § 719 <u>et seq</u>.

 $\frac{5}{2}$ A copy of that Notice and Amendment No. 4 are attached hereto.

^{5/} The ANNGTC Partnership has retained Mr. Vinton L. Wolfe, a long-time employee and former officer of the Partnership, as a consultant.

Please note this change in your records.

Significantly, it is the intent of United Alaska and TransCanada USA to shepherd the Partnership, and the ANGTS, through the current relatively-inactive period. While construction of the Alaskan segment is deferred pending market developments, it is fully expected that the ANGTS will gear up again for completion of the Alaskan segment. We look forward to working with the DOE in the future on this project.

Sincerely,

Robert L. Pierce, Chairman Alaskan Northwest Natural Gas Transportation Company

DEFICE OF THE SECRETARY

UNITED STATES OF AMERICA 95 JAN 20 PH 12:35 BEFORE THE FEDERAL ENERGY REGULATORY COMMISS FOR ERAL ENERGY RECULATORY CONTRISSION

Alaskan Northwest Natural Gas) Docket Nos. CP78-123, <u>et al.</u> Transportation Company)

NOTICE OF AMENDMENT TO PARTNERSHIP AGREEMENT

Alaskan Northwest Natural Gas Transportation Company ("ANNGTC" or "Partnership"), a general partnership organized under the laws of the State of New York, holds a conditional certificate, issued pursuant to Section 5(a)(2) of the Alaska Natural Gas Transportation Act ("ANGTA") and Sections 7(c) and (e) of the Natural Gas Act ("NGA"), for the construction and operation of the Alaska Natural Gas Transportation System ("ANGTS").^{1/} The ANNGTC was formed for the purposes of planning, designing, obtaining financing for, and constructing the Alaskan segment of the ANGTS, a

¹/ The conditional certificate was originally issued on December 16, 1977, to Alcan Pipeline Company and others to construct and operate the ANGTS. <u>Alcan Pipeline Co. et al.</u>, 1 FERC ¶ 61,290 (1977). The Commission authorized the transfer of that certificate to ANNGTC on June 30, 1978. <u>Alaskan Northwest Natural Gas Transportation Co.</u>, 3 FERC ¶ 61,290 (1978). joint U.S.-Canadian natural gas pipeline project established pursuant to international agreement^{2/} and U.S. $law^{3/}$.

The ANNGTC respectfully advises the Federal Energy Regulatory Commission ("Commission") of the following:

BACKGROUND

On January 31, 1978, the ANNGTC Partners entered into a general partnership agreement for the purposes of constructing and operating the Alaskan segment of the ANGTS ("Partnership Agreement"). Pursuant to Section 8.6.1 of the Partnership Agreement, Northwest Alaskan Pipeline Company ("NWA") was designated the operator of the Partnership. On October 1, 1979, the Partnership and NWA entered into the Alaskan Highway Pipeline Project Operating Agreement ("Operating Agreement"), which covered such things as the obligations of the operator; the operator's employees, consultants and subcontractors; financial, accounting and billing practices; and intellectual property, <u>i.e.</u>, proprietary technical information, copyrights and patents.

^{2/} <u>See Agreement Between the United States of America</u> and Canada on Principles Applicable To a Northern Natural <u>Gas Pipeline</u>, September 20, 1977, 29 U.S.T. 3581. T.I.A.S. No. 9030.

^{3/} Alaska Natural Gas Transportation Act, 15 U.S.C. § 719 <u>et seq</u>.

In addition, NWA was provided in Section 4.3.1 of the Partnership Agreement with the right to elect its level of ownership interest in the Partnership from and after the Commitment Date.^{$\frac{4}{}$} Further, pursuant to Section 8.2.2 of the Partnership Agreement, a representative of NWA was designated the Chairman of the Board of Partners.

II.

NATURE OF THE INSTANT FILING

Effective as of December 31, 1994, NWA withdrew as a partner from the ANNGTC Partnership. In addition, as of December 31, 1994, the Partnership agreed to NWA's withdrawal as operator for the Partnership.

In order to effectuate the withdrawal of NWA, effective as of January 1, 1995, the ANNGTC Partnership Agreement was amended ("Amendment No. 4").^{5/} Significantly, Amendment

<u>4</u>/ j. . The "Commitment Date", which has not occurred as of yet, is defined in Section 2.9 of the Partnership Agreement . as the effective date of the Partnership Commitment Agreement. The "Partnership Commitment Agreement" is defined in Section 2.26 of the Partnership Agreement as" [T] he Agreement, executed by all Partners, pursuant to which all Partners (other than those Partners who have withdrawn prior to execution of such agreement) agree to establish each Partner's Percentage for the period commencing with the Commitment Date and agree to make capital contributions to the Partnership sufficient, together with the proceeds of securities to be issued pursuant to the Financing Commitment Agreements, to finance the Estimated Cost of the Project as of the Commitment Date."

 $[\]frac{5}{}$ A copy of Amendment No. 4 is attached hereto as Exhibit A.

No. 4 is narrowly drawn and reflects (1) amendments only to those portions of the Partnership Agreement that specifically made reference to or applied to NWA and (2) additions to the Agreement in order to preserve certain portions of the Operating Agreement regarding intellectual property.

> III. DESCRIPTION OF AMENDMENTS

The sole purpose of Amendment No. 4 is to effectuate the withdrawal of NWA from the Partnership, both as partner and operator. Thus, Amendment No. 4 in no way disturbs the continuing and ongoing relationships between the Partnership and the remaining active partners and the withdrawn partners. Indeed, withdrawing partners retain a financial obligation from the Partnership, and those financial obligations still remain in force today for partners that have withdrawn from the Partnership.

To that end, the following provisions of the Partnership Agreement were amended:

• Sections 4.3.1 and 4.3.2 were amended to delete the reference to NWA having the right to elect the ownership interest it would have in the Partnership from and after the Commitment Date.

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• A new Section 7.10 was added to include provisions applicable to the Partnership's technical information, copyrights and patents.

• With the withdrawal of NWA as operator of the Partnership, it was necessary to redefine the operating structure of the Partnership. Thus, in order to provide the Partnership flexibility, Sections 8.1.2 and 8.6.1 were amended in order to redefine the term Operator to "mean a Partner member designated by the Board of Partners as the Operator, or a third-party entity designated by the Board of Partners, or authorized representatives of the Board of Partners acting as its own Operator, or any other operating structure deemed appropriate and approved by the Board of Partners."

• Section 8.2.2 was amended in order to delete the reference to a representative of NWA being the Chairman of the Board of Partners. In its place, amended Section 8.2.2 provides that the "Chairman of the Board of Partners shall be elected by the Board of Partners from its membership."

• Sections 8.3.1, 8.4.1 and 8.5.1, regarding the executive, audit and compensation committees respectively, were amended in order to delete the references in each to no representative of NWA being allowed to serve on such committees, and to insert the word "operator" in place of. the reference to NWA. Furthermore, these sections were amended to delete the reference in each to such committees

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consisting of five members and to insert the concept that such committees shall consist of Partner members and that each Partner shall have one representative on each committee, except that no member of such committee shall be affiliated with the operator, if the operator is a partner or its affiliate.

• Section 8.6.2 was amended to delete the requirements for NWA's removal as operator and to provide that the operator may be removed by a two-thirds majority vote of the Board of Partners.

• The references to NWA were removed from Sections 8.6.3 and 8.6.4.

• Section 8.8 was amended in order delete the reference to the "initial Operator", <u>i.e.</u>, NWA, and make applicable the indemnification provision to the operator as redefined in Amendment No. 4.

• Sections 15.7.1 and 15.7.2, regarding NWA's rights in the Partnership upon dissolution under certain

circumstances, were deleted in their entirety, and the reference in Section 15.5 to Section 15.7.1 was deleted.

IV.

CURRENT PARTNERSHIP CONFIGURATION

The instant filing serves to notify the Commission that NWA has withdrawn from the Partnership both as a partner and

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as the operator of the Partnership. The Partnership is now comprised of United Alaskan Fuels Corporation ("United Fuels"), an indirect wholly-owned U.S. subsidiary of Foothills Pipe Lines Ltd., and TransCanada PipeLine USA Ltd. ("TransCanada USA"), a wholly-owned U.S. subsidiary of TransCanada Pipelines Limited.

7. .

These partners will shepherd the Partnership, and the ANGTS, through the current relatively-inactive period. While construction of the Alaskan segment is deferred pending future market developments, it is fully expected that the ANGTS will gear up again in the future for completion of the Alaskan segment. As recently and appropriately recognized by the Commission, "the Commission remains ready to facilitate the construction of the ANGTS, which Congress has found to be in the public interest."^{£/}

WHEREFORE, ANNGTC respectfully advises the Commission of the withdrawal, effective as of December 31, 1994, of NWA as a partner in and operator of the Partnership and further advises the Commission of the amendment to its Partnership Agreement.

[&]quot;Filing and Reporting Requirements For Interstate Natural Gas Company Rate Schedules and Tariffs, Notice of Proposed Rulemaking," Docket No. RM95-3-000, <u>mimeo</u> at 12 (Issued December 16, 1994).

Respectfully submitted,

J. Curtis Moffatt Theresa I. Zolet Van Ness Feldman A Professional Corporation 1050 Thomas Jefferson St., N.W. Seventh Floor Washington, D.C. 20007 (202) 298-1800

Attorneys for United Alaskan Fuels Corporation, on behalf of Alaskan Northwest Natural Gas Transportation Company

Dated: January 20, 1995

RIHIBIT A

AMENDMENT NO. 4 (EFFECTIVE JANUARY 1, 1995) TO

ALASKAN NORTHWEST NATURAL GAS TRANSPORTATION COMPANY GENERAL PARTNERSHIP AGREEMENT

WHEREAS, Northwest Alaskan Pipeline Company ("Northwest Alaskan") has notified Alaskan Northwest Natural Gas Transportation Company (the "Partnership") of its withdrawal from the Partnership effective December 31, 1994;

WHEREAS, the Partners to the Alaskan Northwest Natural Gas Transportation Company General Partnership Agreement ("Partnership Agreement"), as the term Partner is defined in the Partnership Agreement, hereby amend the Partnership Agreement with the intent of continuing the Partnership and with the Amendments being made only to the extent necessary to effectuate the withdrawal of Northwest Alaskan from the Partnership and the termination of the Operating Agreement.

Therefore, the Partnership Agreement (effective as of January 31, 1978) is hereby amended in the following respects:

Section 4.3.1 is amended to state as follows:

"4.3.1 Prior to the Commitment Date, the ownership interest in the Partnership shall be apportioned among the Partners by mutual agreement; provided, however, that if the ownership interests elected by the Partners exceeds the total ownership interest, then the ownership interest in the Partnership shall be apportioned among the Partners in the ratio that each Partner's Capital Account bears to the total of the Capital Accounts of all Partners; provided, further, however, that if the above apportionment would cause an increase in any Partner's ownership interest above that which that Partner elects, then the increase above the Partner's election shall be apportioned among the other Partners in the same ratio as described before. For the purposes of calculating the apportionment of interest to Partners pursuant to this Section if mutual agreement has not been reached, the Capital Accounts of the Partners as of the end of the most recent month next preceding the date when apportionment occurs, shall be used."

Section 4.3.2 is amended to state as follows:

"4.3.2 After the Commitment Date, and after apportionment among the Partners of the ownership interest in the Partnership, each Partner shall, as provided in Section 4.3.3, contribute the capital necessary to make the Partners' Percentages reflect the division of interest so elected and apportioned."

A new Section 7.10 is included to state as follows: "Section 7.10 <u>Technical Information</u>, Copyrights and Patents

7.10.1 <u>Technical Information and Copyrights</u>: During the term of this Agreement, each Partner shall have access to all proprietary technical information and copyrightable material generated or received by the Operator under this Agreement or by any Partner, Person, contractor or agent performing work under this Agreement. Proprietary technical information and copyrightable material relating to the Project shall be owned by the Partners in undivided interest equivalent to such Partner's percentage interest in the Partnership. A Partner shall have the right to use and dispose of said proprietary technical information and copyrightable material in any manner, it, in its sole discretion, deems appropriate, provided however, that each Partner agrees as follows:

(i) to maintain said proprietary technical information and copyrightable material in confidence so long as it is not part of the public knowledge or not otherwise available to a Partner and to exercise the same degree of care regarding said proprietary technical information and copyrightable material as such Partner exercises with regard to its own proprietary technical information and copyrightable material;

(ii) to disclose said proprietary technical information and copyrightable material referred to herein only to those Affiliates which are obliged to exercise the aforesaid degree of care;

(iii) to disclose said proprietary technical information and copyrightable material referred to herein only to those third Persons who are participants in a joint operation (which is directly related to the Project) with said Partners or their Affiliates and who are obligated to exercise the aforesaid degree of care; and

(iv) to disclose said proprietary technical information and copyrightable material to a representative of the government, as required by statute, regulation, rule or order.

Nothing in this Section 7.10.1 shall grant or convey or be deemed to grant or convey any right whatsoever under any patent.

Any Partner that intends to use the Partnership's proprietary technical information and copyrightable material, as

described above, shall bear all costs and expenses incurred to access such proprietary technical information and copyrightable material from the Partnership on a time and material basis.

A Partner forfeits its undivided ownership interest in such proprietary technical information and copyrightable material upon withdrawal from the Partnership pursuant to Section 15 of the Partnership Agreement.

Section 7.10.2 <u>Patents</u>: Each Partner agrees that any patent or patent application covering an invention, discovery or improvement which arises out of any research or development program carried out for the Partnership and paid for by the Partnership by any contractor or other agent for the Project shall belong jointly to the Partners, and each Partner shall have an undivided interest in each such patent and patent application equivalent to such Partner's percentage in the Partnership Agreement. The Partners agree that title to any such patent or patent application may be held in the name of one Partner for the benefit of all Partners and the Partnership. A Partner forfeits its undivided ownership interest in any patent or patent application upon withdrawal from the Partnership."

Section 8.1.2 is amended to state as follows:

"8.1.2 The day-to-day management of the affairs of the Partnership, including supervision of the construction of the Project and the operation of the Line, and activities reasonably related thereto, shall be the responsibility of the Operator, as the term Operator is defined in Section 8.6.1."

Section 8.2.2 is amended by deleting the first eleven lines of that Section that state: "The representative of Northwest shall be the Chairman of the Board of Partners but if the total interest which Northwest holds, after its election under Section 4.3.1, in the Partnership is less than 5 percent, or if a Northwest representative is removed as Chairman as below provided, the Chairman shall be elected by the Board of Partners. If Northwest's representative is entitled to the office of Chairman, and if for any reason John G. McMillian is unavailable to serve, Northwest shall designate another representative to serve as Chairman, with the advice and consent of the Board of Partners," and substituting the following:

"8.2.2 The Chairman of the Board of Partners shall be elected by the Board of Partners from its membership. The Chairman may not . . . (the rest of the Section remains)."

Section 8.3.1 is amended to read as follows:

"8.3.1 The Executive Committee shall consist of a Chairman and Partner members. Subject to Article 15 regarding withdrawing Partners, each Partner shall designate a representative to serve on the Executive Committee, except that in the case of the Partner whose member representative is the Chairman of the Board of Partners such Partner's representative shall also be the Chairman of the Executive Committee. Any vacancy on the Executive Committee occasioned by the withdrawal of a Partner may be filled by the Board of Partners."

Section 8.4.1 is amended to state as follows:

"8.4.1 The Audit Committee shall consist of Partner members. No member of the Audit Committee shall be affiliated in any manner with the Operator, if the Operator is a Partner company or an Affiliate thereof. Each Partner (other than a Partner that is also the Operator) shall have one representative on the Audit Committee. The Board of Partners shall designate one member of the Audit Committee to serve as Chairman of the Audit Committee. Decisions of the Audit Committee shall be by a majority vote of the members. The members shall serve on the Committee at the will of the Board of Partners."

Section 8.5.1 is amended to state as follows:

"8.5.1 The Compensation Committee shall consist of Partner members. No member of the Compensation Committee shall be affiliated in any manner with the Operator, if the Operator is a Partner company or an Affiliate thereof. Each Partner (other than a Partner that is also the Operator) shall have one representative on the Compensation Committee. The Board of Partners shall designate one member of the Compensation Committee to serve as Chairman of the Compensation Committee. Decisions of the Compensation Committee shall be by majority vote of the members. The members shall serve on the Committee at the will of the Board of Partners."

Section 8.6.1 is amended to state as follows:

"8.6.1 The term Operator shall mean a Partner member designated by the Board of Partners as the Operator, or a thirdparty entity designated by the Board of Partners, or authorized representatives of the Board of Partners acting as its own Operator, or any other operating structure deemed appropriate and approved by the Board of Partners." Section 8.6.2 is amended to state as follows:

"8.6.2 The Operator may be removed by a two-thirds majority vote of the Board of Partners. Upon removal of the Operator, a successor shall be designated by the Board of Partners."

Section 8.6.3 is amended to state as follows:

"8.6.3 The Operator shall direct Operator personnel to pursue, at all times and in all manners, the best interests of the Partnership and the furtherance of the policies of the Partnership as determined by the Board of Partners."

Section 8.6.4 is amended by deleting the word "Northwest" at the end of the provision, line 10, and replacing it with the word "Operator" so that the provision now states as follows:

"8.6.4 The Operator shall utilize, to the fullest extent practicable, the services of unaffiliated independent contractors to design and construct the Project. The Operator shall negotiate contracts for such services and execute the same (other than the contract with the Project Management Contractor), and shall submit to the Board of Partners at the earliest practicable date its recommended contract with the company to serve as Project Management Contractor. Any functions which are not assigned to a contractor shall be performed by Operator."

Section 8.8 is amended to delete the word "initial" in front of the word "Operator" in the fourth line, so that the provision now states as follows:

"8.8 <u>Indemnification</u>: The Partnership shall indemnify and save harmless the members of the Board of Partners, the Executive Committee, the members of any committee appointed as provided in Section 8.2.4 and the Operator (in its capacity as such) against all actions, claims, demands, costs and liabilities arising out of the acts (or failure to act) of such Persons in good faith within the scope of their authority in the course of the Partnership's business and such Persons shall not be liable for any obligations, liabilities or commitments incurred by or on behalf of the Partnership as a result of any such acts (or failure to act)."

Section 15.5 is amended to state as follows:

"15.5 <u>Winding up and Liquidation</u>: After the Partnership shall be dissolved pursuant to the provisions of Section 15.3.3 or Section 15.7, the Board of Partners and each of

the Committees and the Operator shall continue to exercise the powers vested in each of them by this Agreement and continue to operate in the normal course to the extent appropriate for the purpose of winding up any business of the Partnership and liquidating any assets thereof (which have not been transferred to the Corporation pursuant to the provisions of Section 14) in an orderly manner and, subject to Section 6, distributing any net assets of the Partnership not so transferred to the Partners in accordance with their respective Partner's Percentages as of the date of dissolution. The Partnership shall engage in no new business during the period of such winding up; provided that, no dissolution of the Partnership, pursuant to this Section 15 or otherwise, shall relieve any Partner (or any Person which has withdrawn as a Partner) from any obligation accruing or accrued to the date of such dissolution or deprive any Partner not in default hereunder of any remedy otherwise available to it."

Sections 15.7.1 and 15.7.2 are hereby deleted in there entirety.

This Amendment No. 4 shall be effective as of January 1, 1995, and is consented to and agreed upon by all Partners.

This Amendment No. 4 shall be governed by and interpreted in accordance with the laws of New York. Terms used in this Amendment No. 4 which are defined in the Partnership Agreement are, unless the context otherwise requires, used herein as therein defined.

This Amendment No. 4 may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties named below (being all of the Partners as of January 1, 1995) have caused this Amendment to be executed by their respective duly-authorized officers on the date shown. GENERAL PARTNERS:

DATED:

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UNITED ALASKA FUELS CORPORATION

ATTEST:

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DATED:

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ATTEST:

TRANSCANADA PIPELINE USA LTD.

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GENERAL PARTNERS:

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DATED: UNITED ALASKA FUELS CORPORATION DECEMBER 22 1994 Camera TEST

DATED:

TRANSCANADA PIPELINE USA LTD.

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ATTEST:

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document upon each person designated on the official service list compiled by the Secretary in this proceeding in accordance with the requirements of Rule 2010 of the Rules of Practice and Procedure, 18 C.F.R. § 385.2010.

Dated at Washington, D.C., this 20th day of January, 1995.

Theresa I. Zolet Van Ness Feldman A Professional Corporation 1050 Thomas Jefferson St., N.W. Seventh Floor Washington, D.C. 20007 (202) 298-1800 December 20, 1995

Lois D. Cashell, Secretary Federal Energy Regulatory Commission 825 North Capitol St., N.E. Washington, D.C. 20485

> Re: Alaskan Northwest Natural Gas Transportation Co., FERC Docket Nos. CP78-123 and CP80-435

NORTHWEST ALASKAN PIPELINE COMPANY

7) ;;;

Dear Ms. Cashell:

By order issued December 16, 1977, the Federal Energy Regulatory Commission ("Commission") issued a conditional certificate of public convenience and necessity pursuant to Section 5(a) (2) of the Alaska Natural Gas Transportation Act and Sections 7(c) and (e) of the Natural Gas Act authorizing Alcan Pipeline Company ("Alcan") and others to construct and operate the Alaska Gas transportation system. 1/ Effective January 1, 1978, the name of Alcan was changed to Northwest Alaskan Pipeline Company ("Northwest Alaskan"). On June 30, 1978, the Commission authorized the transfer of the conditional certificate issued on December 16, 1977 from Alcan to the newly constituted Alaskan Northwest Natural Gas Transportation Company ("ANNGTC") partnership, which had been formed as the successor in interest of Alcan for the purpose of planning, designing, securing financing for, constructing and operating the Alaskan portion of the Alaskan gas transportation system. 2/ Northwest Alaskan has been the Operator of the partnership. In addition, Northwest Alaskan has been authorized under Sections 3 and 7 of the Natural Gas Act to import natural gas at the U.S. - Canadian border and to resell that gas to shippers on the Eastern And Western Lets of the Alaska gas transportation system. 3/

Northwest Alaskan is hereby notifying the Commission that, by letters dated December 20, 1994, Northwest Alaskan withdrew from the ANNGTC Partnership and resigned as Operator effective December 31, 1994. Northwest Alaskan will remain the holder of the import

<u>1</u>/ <u>Alcan Pipeline Company, Northern Border Pipeline Company,</u> <u>Pacific Gas Transmission Co.</u>, 1 F.E.R.C. ¶ 61,248 (1977).
<u>2</u>/ <u>Alaskan Northwest Natural Gas Transportation Company</u>, 3 F.E.R.C. ¶ 61,290 (1978).
<u>3</u>/ <u>Northwest Alaskan Pipeline Co.</u>, 10 F.E.R.C. ¶ 61,032 (1980);

Northwest Alaskan Pipeline Co., et al., 11 F.E.R.C. ¶ 61,088 (1980).

> One Williams Center • P. O. Box 3102 • Tuisa, Oklahoma 74101 (918) 588-4592

and resale authorizations. Northwest Alaskan requests that the following person be removed from the service lists in the FERC Docket No. CP80-435 proceeding:

Darrell B. MacKay Northwest Alaskan Pipeline Co. Suite S-700 1120 - 20th Street, N.W. Washington, DC 20036

Cuba Wadlington, Jr. Northwest Alaskan Pipeline Company 295 Chipeta Way P. O. Box 58900 Salt Lake City, UT 84158-0900

Respectfully submitted,

Kelly Ś. Sudduth Northwest Alaskan Pipeline Co.

cc: All parties of record in FERC Docket Nos. CP78-123 and CP80-435