

is on file with the Commission and open to public inspection.

The Commission in its December 22, 1994 Order, required WNG and Williams Gas Processing—Mid-Continent Region Company (WGP-MCR) to file a "default contract" to provide a transitional mechanism for any existing shippers who had not negotiated an agreement with WGP-MCR for gathering services. WNG asserts that WGP-MCR has negotiated and executed agreements with shippers representing approximately 80 percent of the volumes currently being gathered by WNG on the subject facilities. WNG states that the default contract will be offered to shippers representing the remaining 20 percent of the current volumes.

WNG asserts that it currently has 88 gathering agreements. WNG states that WGP-MCR has consolidated the negotiated agreements so that the same shipper only needs one agreement to provide for gas gathered in multiple gathering areas. Therefore, WNG claims that WGP-MCR's 21 negotiated agreements will replace 28 WNG agreements. WNG also states that 17 agreements have been terminated effective January 31, 1995, because they have been inactive for a year and the shippers agreed to discontinue these inactive accounts. Finally, WNG states that the remaining 43 gathering agreements, representing 20 percent of the volumes, could be replaced by the default contract. WNG states that WGP-MCR has provided the remaining customers with drafts of the default contract for their review, recognizing that the contract will require the Commission's approval before execution. WNG claims that the remaining customers will still have the opportunity to negotiate an agreement tailored to their needs or, if the desire, to select the default option.

WNG states that the proposed default contract is consistent with the form of gathering agreement filed with the Commission in WNG's restructuring proceedings, Docket No. RS92-12-000, *et al.* WNG notes that, while it was not required to file the form of gathering agreement in the tariff, in the review process many of the provisions were expressly approved by the Commission. WNG states that the entire default contract is consistent with the Commission's requirements in those orders. WNG states there was one oversight, in that the provision that limits both parties' liability was not removed from the gathering agreements that were sent to potential shippers. WNG states that the oversight was not discovered until the recent review of the

agreements in preparation of this default contract filing. Therefore, WNG states that it will send to all gathering shippers offers to amend the current agreements to remove that provision as soon as possible. Finally, WNG states that WGP-MCR has removed the particular provision from the default contract.

WNG states that the default contract specifically sets out the applicable provisions of WNG's Tariff General Terms and Conditions. Additionally, WNG claims that the default contract contains language clarifications to make it more applicable to gathering and more understandable, but results in no substantive language changes to the applicable provisions. WNG states that WGP-MCR proposes to add four additional provisions to the general terms and conditions of the default contract, due to the differences between traditional interstate pipeline services and gathering services. WNG states that the four provisions are: (1) Pass-Through of Unforeseen Costs Imposed by Government, to allow for the pass through of unforeseen government-imposed charges in fees or costs; (2) Capacity Curtailment, curtailment based on a straight pro rata basis; (3) Other Pipeline Requirements, because the gathering systems will be connected to multiple transmission pipelines, shippers will be required to comply with downstream requirements including bearing the resulting penalties for failure to comply; (4) Nominations, provides that the gathering fee and fuel are based on confirmed nominations rather than on receipt point volumes and this is for the convenience of all the parties.

WNG states that the default contract's general terms and conditions contain WNG's tariff imbalance penalty provisions. However, WNG states that neither it nor WGP-MCR will double charge penalties for transactions across separate gathering and transmission facilities that currently qualify for a single penalty on WNG's system.

WNG claims that the default contract rates have been determined utilizing the currently effective WNG rate methodology for WNG's rate case, Docket No. RP93-109-000. WNG states that the rates are a result of applying the currently effective rate methodology to the WNG facilities which will be conveyed to WGP-MCR to provide gathering service. WNG also notes that since it has not received a final order in Docket No. RP93-109-000, the currently effective gathering rates are subject to refund and WGP-MCR will refund amounts to the default contract customers if the Commission makes such a requirement in its final order.

WNG states that the rate is subject to an escalator, which uses the Gross Domestic Product fixed Weighted Price Index as published by the U.S. Department of Commerce. WNG states that WGP-MCR has not included discount language in the default contract because there are no remaining shippers receiving a discounted gathering rate from WNG. WNG asserts that any customers receiving discounted gathering rates from WNG have negotiated agreements with WGP-MCR and will not be using the default contract.

Any person desiring to be heard or to make a protest with reference to said application should, on or before March 3, 1995, file with the Federal Energy Regulatory Commission (825 North Capitol Street NE., Washington, D.C. 20426) a motion to intervene or a protest in accordance with the requirements of the Commission's Rules of Practice and Procedure (18 CFR 385.214 or 385.211) and the Regulations under the Natural Gas Act (18 CFR 157.10). All protests filed with the Commission will be considered by it in determining the appropriate action to be taken, but will not serve to make the protestants parties to the proceeding. Any person wishing to become a party to a proceeding or to participate as a party in any hearing therein must file a motion to intervene in accordance with the Commission's Rules.

Lois D. Cashell,

Secretary.

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FEDERAL MARITIME COMMISSION

Ocean Freight Forwarder License Applicants

Notice is hereby given that the following applicants have filed with the Federal Maritime Commission applications for licenses as ocean freight forwarders pursuant to section 19 of the Shipping Act of 1984 (46 U.S.C. app. 1718 and 46 CFR part 510).

Persons knowing of any reason why any of the following applicants should not receive a license are requested to contact the Office of Freight Forwarders, Federal Maritime Commission, Washington, DC 20573.

Oregon Pacific Hay Company, 720 NE Flanders Street, #200, Portland, OR 97232,
Officers: George Joseph Spada, President;
Marietta Lucia Spada, Vice President
Natural Freight, Ltd., 53 Park Place, Suite 1002, New York, NY 10007, Officers: Willy Burkhardt, President; Alfons Strub, Exec. Vice President