



September 23, 2019

Ms. Kimberly D. Bose, Secretary  
Federal Energy Regulatory Commission  
888 First Street, N.E.  
Washington, D.C. 20426

**ANR Pipeline Company**  
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Re: ANR Pipeline Company  
Negotiated Rate Agreements  
Docket No. RP19-\_\_\_\_\_ - \_\_\_\_\_

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act (“NGA”) and Part 154 of the Federal Energy Regulatory Commission’s (“FERC” or “Commission”) regulations,<sup>1</sup> ANR Pipeline Company (“ANR”) respectfully submits for filing and acceptance:

- Revised Part 1 – Table of Contents (“Table of Contents”) to be part of its FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”); and
- Two (2) tariff records containing two (2) Rate Schedule FTS-1 (“FTS-1”) negotiated rate service agreements that ANR has entered into with Centra Gas Manitoba Inc. (“Centra”) (collectively, “Agreements”).

ANR respectfully requests that the Commission accept the tariff section and the Agreements, included herein as Appendix A,<sup>2</sup> to become effective November 1, 2019.

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<sup>1</sup> 18 C.F.R. Part 154 (2019).

<sup>2</sup> *Electronic Tariff Filings*, 124 FERC ¶ 61,270 (2008) (“Order No. 714”). Order No. 714 states that “Negotiated rate agreements... need not be divided, but can be filed as entire documents.” Order No. 714 at P 42. ANR has elected to file the Agreements included herein as whole documents, in PDF format.

## **Correspondence**

The names, titles, mailing addresses, and telephone numbers of those persons to whom correspondence and communications concerning this filing should be addressed are as follows:

John A. Roscher Director, Rates & Tariffs	* David R. Hammel Director, Commercial and Regulatory Law, U.S. Natural Gas Pipelines ANR Pipeline Company 700 Louisiana Street, Suite 700 Houston, Texas 77002-2700 Tel. (832) 320-5861 E-mail: dave_hammel@tcenergy.com
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\* Persons designated for official service pursuant to Rule 2010.

## **Statement of the Nature, Reasons and Basis for Filing**

On May 28, 1999, in Docket No. RP99-301-000,<sup>3</sup> the Commission approved, subject to conditions, proposed Section 6.27 of the General Terms and Conditions of ANR's Tariff, which authorized ANR to enter into negotiated rate agreements with its customers.

In accordance with Section 6.27, paragraph 2, ANR is submitting for filing the referenced negotiated rate Agreements, included as Appendix A. ANR advises that no undisclosed agreements, etc., are linked to the Agreements. Furthermore, the Agreements included herein do not contain any provision that is either non-conforming or a material deviation from the applicable Form of Service Agreement in ANR's Tariff.<sup>4</sup>

## **Agreement**

ANR hereby submits the Agreements, as more fully described below:

- ANR is filing Centra Contract No. 120571 as an FTS-1 negotiated rate service agreement because the parties have mutually agreed that for the time period April 1, 2020, through

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<sup>3</sup> *ANR Pipeline Company*, 87 FERC ¶ 61,241 (1999).

<sup>4</sup> Specifically, Section 7.1 – Service Agmts, Transporter's Firm Rate Schedules.

October 31, 2022, the rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit shall be a Fixed Monthly Reservation Rate of \$5.729 per dekatherm and the applicable Commodity Rate. Contract No. 120571 is included in Appendix A as tariff record 8.77.<sup>5</sup>

- ANR is filing Centra Contract No. 120583 as an FTS-1 negotiated rate service agreement because the parties have mutually agreed that for the time period April 1, 2020, through October 31, 2022, the rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit shall be a Fixed Monthly Reservation Rate of \$5.729 per dekatherm and the applicable Commodity Rate. Contract No. 120583 is included in Appendix A as tariff record 8.78.<sup>6</sup>

To conform with Order No. 714, ANR is submitting the Agreements individually and in their entirety as tariff records 8.77 and 8.78.<sup>7</sup> Additionally, a revised Table of Contents is submitted herein as part of Appendix A to reflect the housing of the tariff records in ANR's Tariff. ANR is requesting that the Commission accept the Agreements (tariff records 8.77 and 8.78) and the proposed tariff section to become effective November 1, 2019.

### **Effective Date**

ANR respectfully requests the Commission accept the tariff section and tariff records included as Appendix A to become effective November 1, 2019.

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<sup>5</sup> Contract No. 120571 was originally entered into as a discounted rate agreement. Subsequently, Contract No. 120571 was amended effective November 1, 2019, to include negotiated rates and, as a result, is being submitted herein as a new negotiated rate agreement.

<sup>6</sup> Contract No. 120583 was originally entered into as a discounted rate agreement. Subsequently, Contract No. 120583 was amended effective November 1, 2019, to include negotiated rates and, as a result, is being submitted herein as a new negotiated rate agreement.

<sup>7</sup> Consistent with Commission policy, the Agreements provide the essential elements for negotiated rate transactions, including: (1) the exact legal name of the shipper; (2) the negotiated rate; (3) the applicable rate schedule; (4) the receipt and delivery points; and (5) the contract quantities.

**Other Filings Which May Affect This Proceeding**

There are no other filings before the Commission that may significantly affect the changes proposed herein.

**Contents of Filing**

In accordance with Section 154.7 of the Commission’s regulations and Order No. 714, ANR is submitting the following XML filing package, which includes:

1. This transmittal letter;
2. A clean version of the tariff sections and tariff records (Appendix A); and
3. A marked version of the tariff sections (Appendix B).

**Certificate of Service**

As required by Sections 154.7(b) and 154.208 of the Commission’s regulations, copies of this filing are being served on all of ANR’s existing customers and interested state regulatory agencies. A copy of this letter, together with any attachments, is available during regular business hours for public inspection at ANR’s principal place of business.

Pursuant to Section 385.2005 of the Commission’s regulations, the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best of his knowledge and belief. The undersigned possesses full power and authority to sign such filing.

Any questions regarding this filing may be directed to David A. Alonzo at (832) 320-5477.

Respectfully submitted,

ANR PIPELINE COMPANY



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John A. Roscher  
Director, Rates & Tariffs

Enclosures

**Appendix A**  
***ANR Pipeline Company***  
***FERC Gas Tariff, Third Revised Volume No. 1***  
**Clean Tariff**

**Tariff Sections**

**Version**

1 – TABLE OF CONTENTS

v.49.0.0

**Tariff Records**

**Section 8 – Negotiated Rate Agreements**

8.77 Centra Gas Manitoba Inc. FTS-1 Agmt #120571

v.0.0.0

8.78 Centra Gas Manitoba Inc. FTS-1 Agmt #120583

v.0.0.0

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Firm Transportation Service Agreement  
Rate Schedule FTS-1

Centra Gas Manitoba Inc.  
(#120571)

Agreement Effective Date: April 1, 2013  
Amendment No. 1 Effective Date: November 1, 2019

Date: April 03, 2012

Contract No.: 120571

### FTS - 1 SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and CENTRA GAS MANITOBA INC. (Shipper):

WHEREAS, Shipper has requested Transporter to transport Gas on its behalf and Transporter represents that it is willing to transport Gas under the terms and conditions of this Agreement.

NOW, THEREFORE, Transporter and Shipper agree that the terms below, together with the terms and conditions of Transporter's applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff constitute the Transportation Service to be provided and the rights and obligations of Shipper and Transporter.

1. **AUTHORITY FOR TRANSPORTATION SERVICE:**

Pursuant to Part 284 of the Federal Energy Regulatory Commission's (FERC or Commission) Regulations.

2. **RATE SCHEDULE: Firm Transportation Service (FTS - 1)**

3. **CONTRACT QUANTITIES:**

Primary Routes- see Exhibit attached hereto

Such Contract Quantities shall be reduced for scheduling purposes, but not for billing purposes, by the Contract Quantities that Shipper has released through Transporter's capacity release program for the period of any release.

4. **TERM OF AGREEMENT:**

April 01, 2013 to

October 31, 2019

If Transportation Service is to be provided on a seasonal basis or for non-consecutive months during the term of the Agreement, those periods are set forth in the Primary Route Exhibit attached hereto.

Date: April 03, 2012

Contract No.: 120571

5. **RATES:**

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter and Shipper have agreed otherwise as provided herein.

It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest changes in rates in whole or in part.

- A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Monthly Reservation Rate of \$3.9250 per dth and the applicable Commodity Rate. This rate shall be inclusive of any other adjustments or surcharges under Transporter's FERC Gas Tariff, not to exceed the total of Transporter's Maximum Reservation, Commodity and applicable surcharge rates. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's FERC Gas Tariff.

Secondary Receipt(s): ANR Joliet Hub (243097) and ANR Storage (153808)  
Secondary Delivery(ies): ANR Joliet Hub (243097) and Crystal Falls/Fortune Lake (11661)

- B. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be ANR's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1 service. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's FERC Gas Tariff.

Date: April 03, 2012

Contract No.: 120571

- C. In addition, if one rate component which was at or below the applicable Maximum Rate at the time this discount agreement was executed subsequently exceeds the applicable Maximum Rate due to a change in Transporter's Maximum Rates so that such rate component must be adjusted downward to equal the new applicable Maximum Rate, then other rate components may be adjusted upward to achieve the agreed overall rate, as long as none of the resulting rate components exceeds the Maximum Rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission Order accepts revised tariff sheet rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates, which ultimately are found to be just and reasonable.

6. **INCORPORATION BY REFERENCE:**

The provisions of Transporter's applicable Rate Schedule and the General Terms and Conditions of Transporter's Tariff are specifically incorporated herein by reference and made a part hereof.

7. **NOTICES:**

All notices can be given by telephone or other electronic means, however, such notice shall be confirmed in writing at the addresses below or through GEMS<sub>tm</sub>. Shipper or Transporter may change the addresses below by written notice to the other without the necessity of amending this agreement:

**TRANSPORTER:**

ANR Pipeline Company  
717 Texas Street, Suite 2500  
Houston, Texas 77002-2761  
Attention: Commercial Services



Date: April 03, 2012

Contract No.: 120571

**SHIPPER:**

CENTRA GAS MANITOBA INC.  
MANITOBA HYDRO PLACE  
360 PORTAGE AVENUE  
P.O. BOX 815 STN MAIN  
WINNIPEG MANITOBA, CD R3C 2P4  
Attention: GAS SUPPLY, TRANSPORTATION AND STORAGE MGR

Telephone: 204-360-5233  
FAX: 204-360-6127

**INVOICES AND STATEMENTS:**

CENTRA GAS MANITOBA INC.  
MANITOBA HYDRO PLACE  
360 PORTAGE AVENUE  
P.O. BOX 815 STN MAIN  
WINNIPEG MANITOBA, CD R3C 2P4  
Attention: GAS ACCOUNTING

Telephone: 204-360-5207  
FAX: 204-360-6123

**8. FURTHER AGREEMENT:**


Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.

Date: April 03, 2012

Contract No.: 120571

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized to be effective as of the date stated above.

SHIPPER: CENTRA GAS MANITOBA INC.

By: 

Title: President & CEO

Date: September 12, 2012

TRANSPORTER: ANR PIPELINE COMPANY

By: 

Title: Agent and Attorney-in-Fact

Date: 10/3/12

*10/12/12  
ee  
10/2/12*

Contract No: 120571  
Amendment No: 01

**AMENDMENT**

Date: August 26, 2019

"Transporter": ANR PIPELINE COMPANY

"Shipper": CENTRA GAS MANITOBA INC.

FTS-1 Contract No. 120571 dated April 03, 2012 ("Agreement") between Transporter and Shipper is amended effective November 01, 2019 as follows:

- 1) Shipper and Transporter agree to add the below language to Section 3 Contract Quantities:

If Transportation Service is to be provided at differing levels during the term of the Agreement, those quantities are set forth in the Primary Route Exhibit.

- 2) **4. TERM OF AGREEMENT: (amended and restated in its entirety)**

April 1, 2013 to

October 31, 2029

If Transportation Service is to be provided on a seasonal basis or for non-consecutive months during the term of the Agreement, those periods are set forth in the Primary Route Exhibit attached hereto.

**Right of First Refusal:**

Contractual (in accordance with Section 6.22 of the General Terms and Conditions of Transporter's Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2)

- 3) **5. RATES: (amended and restated in its entirety)**

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter and Shipper have agreed otherwise as provided herein.

It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. This Agreement shall be

Contract No: 120571  
Amendment No: 01

deemed to include such changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest changes in rates in whole or in part.

- A. For time period April 1, 2020, through October 31, 2022, the rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Fixed Monthly Reservation Rate of \$5.7290 per dth and the applicable Commodity Rate. This rate shall be inclusive of any other fees or surcharges under Transporter's Tariff. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

Secondary Receipt(s): None  
Secondary Delivery(ies): None

- B. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1 service. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.
- C. If Transporter's Applicable Base Tariff Transmission Reservation Rate becomes greater than the Negotiated Reservation Rate, then Transporter may require Shipper to convert its Negotiated Reservation Rate to a discounted Reservation Rate of \$5.729 per Dth. This discounted Rate shall be inclusive of any other adjustments or surcharges under Transporter's Tariff, not to exceed the total of Transporter's Maximum Reservation, Commodity and applicable surcharge rates. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.
- D. For the time period November 1, 2022 through the term of the contract the Rate will be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1 service.

Contract No: 120571  
Amendment No: 01

All other terms and conditions of the Agreement shall remain in full force and effect.

CENTRA GAS MANITOBA INC.  
"Shipper"

By: [Signature]  
Title: Director, Customer Care  
Date: Sept. 10, 2019

ANR PIPELINE COMPANY  
"Transporter"

By: [Signature]  
Title: Director, Transportation Accounting and Contracts  
Date: 9/18/19

AR 9/3/19

AS  
9/11/19  
CW 9-13-19

**PRIMARY ROUTE EXHIBIT**  
**To Agreement Between**  
**ANR PIPELINE COMPANY (Transporter)**  
**AND CENTRA GAS MANITOBA INC. (Shipper)**

Contract No: 120571  
Rate Schedule: FTS-1  
Contract Date: April 03, 2012  
Amendment Date: August 26, 2019

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
11661 CRYSTAL FALLS-FORTUNE LK FROM: November 01, 2019	153808 ANRPL STORAGE FACILITIES TO: October 31, 2029	0	0	50200
11661 CRYSTAL FALLS-FORTUNE LK FROM: April 01, 2019	153808 ANRPL STORAGE FACILITIES TO: October 31, 2019	0	0	50200
11661 CRYSTAL FALLS-FORTUNE LK FROM: November 01, 2018	153808 ANRPL STORAGE FACILITIES TO: March 31, 2019	0	0	0
11661 CRYSTAL FALLS-FORTUNE LK FROM: April 01, 2018	153808 ANRPL STORAGE FACILITIES TO: October 31, 2018	0	0	50200
11661 CRYSTAL FALLS-FORTUNE LK FROM: November 01, 2017	153808 ANRPL STORAGE FACILITIES TO: March 31, 2018	0	0	0
11661 CRYSTAL FALLS-FORTUNE LK FROM: April 01, 2017	153808 ANRPL STORAGE FACILITIES TO: October 31, 2017	0	0	50200
11661 CRYSTAL FALLS-FORTUNE LK FROM: November 01, 2016	153808 ANRPL STORAGE FACILITIES TO: March 31, 2017	0	0	0
11661 CRYSTAL FALLS-FORTUNE LK FROM: April 01, 2016	153808 ANRPL STORAGE FACILITIES TO: October 31, 2016	0	0	50200
11661 CRYSTAL FALLS-FORTUNE LK FROM: November 01, 2015	153808 ANRPL STORAGE FACILITIES TO: March 31, 2016	0	0	0
11661 CRYSTAL FALLS-FORTUNE LK FROM: April 01, 2015	153808 ANRPL STORAGE FACILITIES TO: October 31, 2015	0	0	50200
11661 CRYSTAL FALLS-FORTUNE LK	153808 ANRPL STORAGE FACILITIES	0	0	0

**PRIMARY ROUTE EXHIBIT**  
**To Agreement Between**  
**ANR PIPELINE COMPANY (Transporter)**  
**AND CENTRA GAS MANITOBA INC. (Shipper)**

Contract No: 120571  
Rate Schedule: FTS-1  
Contract Date: April 03, 2012  
Amendment Date: August 26, 2019

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
FROM: November 01, 2014	TO: March 31, 2015			
11661 CRYSTAL FALLS-FORTUNE LK FROM: April 01, 2014	153808 ANRPL STORAGE FACILITIES TO: October 31, 2014	0	0	50200
11661 CRYSTAL FALLS-FORTUNE LK FROM: November 01, 2013	153808 ANRPL STORAGE FACILITIES TO: March 31, 2014	0	0	0
11661 CRYSTAL FALLS-FORTUNE LK FROM: April 01, 2013	153808 ANRPL STORAGE FACILITIES TO: October 31, 2013	0	0	50200

Firm Transportation Service Agreement  
Rate Schedule FTS-1

Centra Gas Manitoba Inc.  
(#120583)

Agreement Effective Date: April 1, 2013  
Amendment No. 1 Effective Date: November 1, 2019



Date: April 03, 2012

Contract No.: 120583

**FTS - 1 SERVICE AGREEMENT**

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and CENTRA GAS MANITOBA INC. (Shipper).

WHEREAS, Shipper has requested Transporter to transport Gas on its behalf and Transporter represents that it is willing to transport Gas under the terms and conditions of this Agreement.

NOW, THEREFORE, Transporter and Shipper agree that the terms below, together with the terms and conditions of Transporter's applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff constitute the Transportation Service to be provided and the rights and obligations of Shipper and Transporter.

1. **AUTHORITY FOR TRANSPORTATION SERVICE:**

Pursuant to Part 284 of the Federal Energy Regulatory Commission's (FERC or Commission) Regulations.

2. **RATE SCHEDULE: Firm Transportation Service (FTS - 1)**

3. **CONTRACT QUANTITIES:**

Primary Routes- see Exhibit attached hereto

Such Contract Quantities shall be reduced for scheduling purposes, but not for billing purposes, by the Contract Quantities that Shipper has released through Transporter's capacity release program for the period of any release.

4. **TERM OF AGREEMENT:**

April 01, 2013 to

October 31, 2019

If Transportation Service is to be provided on a seasonal basis or for non-consecutive months during the term of the Agreement, those periods are set forth in the Primary Route Exhibit attached hereto.

Date: April 03, 2012

Contract No.: 120583

5. RATES:

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter and Shipper have agreed otherwise as provided herein.

It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest changes in rates in whole or in part.

- A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Monthly Reservation Rate of \$3.9250 per dth and the applicable Commodity Rate. This rate shall be inclusive of any other adjustments or surcharges under Transporter's FERC Gas Tariff, not to exceed the total of Transporter's Maximum Reservation, Commodity and applicable surcharge rates. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's FERC Gas Tariff.

Secondary Receipt(s): Crystal Falls/Fortune Lake (11661) and ANR Storage (153808)

Secondary Delivery(ies): ANR Joliet Hub (243097) and Crystal Falls/Fortune Lake (11661)

- B. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be ANR's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1 service. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's FERC Gas Tariff.

Date: April 03, 2012

Contract No.: 120583

- C. In addition, if one rate component which was at or below the applicable Maximum Rate at the time this discount agreement was executed subsequently exceeds the applicable Maximum Rate due to a change in Transporter's Maximum Rates so that such rate component must be adjusted downward to equal the new applicable Maximum Rate, then other rate components may be adjusted upward to achieve the agreed overall rate, as long as none of the resulting rate components exceeds the Maximum Rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission Order accepts revised tariff sheet rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates, which ultimately are found to be just and reasonable.

6. **INCORPORATION BY REFERENCE:**

The provisions of Transporter's applicable Rate Schedule and the General Terms and Conditions of Transporter's Tariff are specifically incorporated herein by reference and made a part hereof.

7. **NOTICES:**

All notices can be given by telephone or other electronic means, however, such notice shall be confirmed in writing at the addresses below or through GEMS<sup>tm</sup>. Shipper or Transporter may change the addresses below by written notice to the other without the necessity of amending this agreement:

**TRANSPORTER:**

ANR Pipeline Company  
717 Texas Street, Suite 2500  
Houston, Texas 77002-2761  
Attention: Commercial Services

**Date: April 03, 2012**

**Contract No.: 120583**

**SHIPPER:**

CENTRA GAS MANITOBA INC.  
MANITOBA-HYDRO PLACE  
360 PORTAGE AVENUE  
P.O. BOX 815 STN MAIN  
WINNIPEG MANITOBA, CD R3C 2P4  
Attention: GAS SUPPLY, TRANSPORTATION AND STORAGE MGR

Telephone: 204-360-5233  
FAX: 204-360-6127

**INVOICES AND STATEMENTS:**

CENTRA GAS MANITOBA INC.  
MANITOBA HYDRO PLACE  
360 PORTAGE AVENUE  
P.O. BOX 815 STN MAIN  
WINNIPEG MANITOBA, CD R3C 2P4  
Attention: GAS ACCOUNTING

Telephone: 204-360-5207  
FAX: 204-360-6123

**8. FURTHER AGREEMENT:**

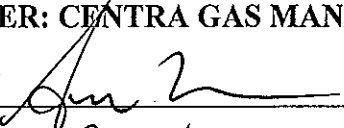
Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.

Date: April 03, 2012

Contract No.: 120583

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized to be effective as of the date stated above.

SHIPPER: CENTRA GAS MANITOBA INC.

By: 

Title: President & CEO

Date: September 12, 2012

TRANSPORTER: ANR PIPELINE COMPANY

By: 

Title: Agent and Attorney-in-Fact

Date: 10/2/12

*cc  
10/1/12  
10/2/12*

Contract No: 120583  
Amendment No: 01

### AMENDMENT

Date: August 26, 2019

"Transporter": ANR PIPELINE COMPANY

"Shipper": CENTRA GAS MANITOBA INC.

FTS-I Contract No. 120583 dated April 03, 2012 ("Agreement") between Transporter and Shipper is amended effective November 01, 2019 as follows:

- 1) Shipper and Transporter agree to add the below language to Section 3 Contract Quantities:  
  
If Transportation Service is to be provided at differing levels during the term of the Agreement, those quantities are set forth in the Primary Route Exhibit.
- 2) Shipper and Transporter have agreed to increase the MDQ under this Agreement from 7,000 Dth/day to 10,000 Dth/day. An updated Primary Route Exhibit reflecting this change is attached.
- 3) Shipper and Transporter have agreed to change the Primary Receipt Point under this Agreement from ANR Joliet Hub (243097) to Alliance (277072). An updated Primary Route Exhibit reflecting this change is attached.

4) **4. TERM OF AGREEMENT:** (amended and restated in its entirety)

April 1, 2013 to

October 31, 2029

If Transportation Service is to be provided on a seasonal basis or for non-consecutive months during the term of the Agreement, those periods are set forth in the Primary Route Exhibit attached hereto.

**Right of First Refusal:**

Contractual (in accordance with Section 6.22 of the General Terms and Conditions of Transporter's Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2)

5) 5. RATES: (amended and restated in its entirety)

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter and Shipper have agreed otherwise as provided herein.

It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. This Agreement shall be deemed to

include such changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest changes in rates in whole or in part.

- A. For the time period April 1, 2020, through October 31, 2022, the rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Fixed Monthly Reservation Rate of \$5.7290 per dth and the applicable Commodity Rate. This rate shall be inclusive of any other fees or surcharges under Transporter's Tariff. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

Secondary Receipt(s): None  
Secondary Delivery(ies): None

- B. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1 service; In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.
- C. If Transporter's Applicable Base Tariff Transmission Reservation Rate becomes greater than the Negotiated Reservation Rate, then Transporter may require Shipper to convert its Negotiated Reservation Rate to a discounted Reservation Rate of \$5.729 per Dth. This discounted Rate shall be inclusive of any other adjustments or surcharges under Transporter's Tariff, not to exceed the total of Transporter's Maximum Reservation, Commodity and applicable surcharge rates. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.
- D. For the time period November 1, 2022, through the term of the contract the Rate will be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1 service.

Contract No: 120583  
Amendment No: 01

All other terms and conditions of the Agreement shall remain in full force and effect.

CENTRA GAS MANITOBA INC.  
"Shipper"

By: [Signature]

Title: Director, Customer Care

Date: Sept. 10, 2019

ANR PIPELINE COMPANY  
"Transporter"

By: [Signature]

Title: Director, Transportation Accounting and Contracts

Date: 9/18/19

JR 9/3/19

DR  
9/11/19



**PRIMARY ROUTE EXHIBIT**  
**To Agreement Between**  
**ANR PIPELINE COMPANY (Transporter)**  
**AND CENTRA GAS MANITOBA INC. (Shipper)**

Contract No: 120583  
Rate Schedule: FTS-1  
Contract Date: April 03, 2012  
Amendment Date: August 26, 2019

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: November 01, 2019	153808 ANRPL STORAGE FACILITIES TO: October 31, 2029	0	0	10000
243097 ANR JOLIET HUB FROM: April 01, 2019	153808 ANRPL STORAGE FACILITIES TO: October 31, 2019	0	0	7000
243097 ANR JOLIET HUB FROM: November 01, 2018	153808 ANRPL STORAGE FACILITIES TO: March 31, 2019	0	0	0
243097 ANR JOLIET HUB FROM: April 01, 2018	153808 ANRPL STORAGE FACILITIES TO: October 31, 2018	0	0	7000
243097 ANR JOLIET HUB FROM: November 01, 2017	153808 ANRPL STORAGE FACILITIES TO: March 31, 2018	0	0	0
243097 ANR JOLIET HUB FROM: April 01, 2017	153808 ANRPL STORAGE FACILITIES TO: October 31, 2017	0	0	7000
243097 ANR JOLIET HUB FROM: November 01, 2016	153808 ANRPL STORAGE FACILITIES TO: March 31, 2017	0	0	0
243097 ANR JOLIET HUB FROM: April 01, 2016	153808 ANRPL STORAGE FACILITIES TO: October 31, 2016	0	0	7000
243097 ANR JOLIET HUB FROM: November 01, 2015	153808 ANRPL STORAGE FACILITIES TO: March 31, 2016	0	0	0
243097 ANR JOLIET HUB FROM: April 01, 2015	153808 ANRPL STORAGE FACILITIES TO: October 31, 2015	0	0	7000
243097 ANR JOLIET HUB	153808 ANRPL STORAGE FACILITIES	0	0	0

**PRIMARY ROUTE EXHIBIT**  
**To Agreement Between**  
**ANR PIPELINE COMPANY (Transporter)**  
**AND CENTRA GAS MANITOBA INC. (Shipper)**

Contract No: 120583  
 Rate Schedule: FTS-1  
 Contract Date: April 03, 2012  
 Amendment Date: August 26, 2019

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
FROM: November 01, 2014	TO: March 31, 2015			
243097 ANR JOLIET HUB FROM: April 01, 2014	153808 ANRPL STORAGE FACILITIES TO: October 31, 2014	0	0	7000
243097 ANR JOLIET HUB FROM: November 01, 2013	153808 ANRPL STORAGE FACILITIES TO: March 31, 2014	0	0	0
243097 ANR JOLIET HUB FROM: April 01, 2013	153808 ANRPL STORAGE FACILITIES TO: October 31, 2013	0	0	7000

**Appendix B**  
***ANR Pipeline Company***  
***FERC Gas Tariff, Third Revised Volume No. 1***  
**Marked Tariff**

**Tariff Section**

**Version**

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v.49.0.0

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