



October 29, 2020

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

ANR Pipeline Company
700 Louisiana Street, Suite 700
Houston, Texas 77002-2700

John A. Roscher
Director, Rates & Tariffs

tel 832.320.5675
fax 832.320.6675
email John_Roscher@tcenergy.com
web www.anrpl.com/company_info/

Re: ANR Pipeline Company
Negotiated Rate Agreement Amendment
Docket No. RP21-_____-_____

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,¹ ANR Pipeline Company (“ANR”) respectfully submits for filing and acceptance one (1) tariff record to be housed in its FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”), that includes one (1) amended Rate Schedule PTS-2 (“PTS-2”) negotiated rate service agreement (“Amendment”) that ANR has entered into with Conexus Energy, LLC (“Conexus”). ANR respectfully requests that the Commission accept the Amendment, included herein as Appendix A,² to become effective November 1, 2020.

¹ 18 C.F.R. Part 154 (2020).

² *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 Amendment included herein as a whole document, 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
* David A. Alonzo Manager, Tariffs ANR Pipeline Company 700 Louisiana Street, Suite 700 Houston, Texas 77002-2700 Tel. (832) 320-5477 E-mail: david_alonzo@tcenergy.com	

* 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. RP99-301-000,³ 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 filing the Amendment⁴ to reflect that ANR and Conexus have mutually agreed to amend Contract No. 133191 to increase the Maximum Daily Quantity from 20,000 dth per day to 40,000 dth per day. Contract No. 133191 is included as Appendix A as tariff record 8.79.⁵ ANR advises that no undisclosed agreements, etc., are linked to the Amendment. Furthermore, the Amendment included herein does not contain any provision that is either non-conforming or a material deviation from the applicable Form of Service Agreement in ANR's Tariff.⁶

³ *ANR Pipeline Company*, 87 FERC ¶ 61,241 (1999).

⁴ Contract No. 133191 was originally filed with the Commission as a negotiated rate agreement and accepted in Docket No. RP20-178-000. See *ANR Pipeline Company*, Docket No. RP20-178-000 (November 14, 2019).

⁵ Consistent with Commission policy, the Amendment provides 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.

⁶ Specifically, Section 7.1 – Service Agmts, Transporter's Firm Rate Schedules.

To conform with Order No. 714, ANR is submitting the Amendment individually and in its entirety as tariff record 8.79.⁷ ANR is requesting that the Commission accept the Amendment (tariff record 8.79) to become effective November 1, 2020.

Effective Date and Request for Waiver

ANR respectfully requests that the Commission accept the Amendment included as Appendix A, to become effective November 1, 2020, and requests waiver of Section 154.207 of the Commission's regulations to allow for this effective date.⁸

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 record (Appendix A); and
3. A marked version of the amendment (Appendix B).

Certificate of Service

As required by Sections 154.7(b) and 154.208 of the Commission's regulations, a copy of this filing is 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.

⁸ See *Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines*, 74 FERC ¶ 61,076 at 61, 241-242 (1996) (indicating that the Commission will "readily grant requests to waive the 30-day requirement").

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

A handwritten signature in black ink that reads "John A. Roscher". The signature is written in a cursive style with a long horizontal flourish extending to the right.

John A. Roscher
Director, Rates & Tariffs

Enclosures

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

Version

Tariff Record

Section 8 - Negotiated Rate Agreement

<u>Tariff Record</u>	<u>Shipper</u>	<u>Rate Schedule</u>	<u>Agreement</u>	<u>Version</u>
8.79	Conexus Energy, LLC	PTS-2	#133193	v.1.0.0

Pooling Transportation Service – Firm Agreement Rate
Schedule PTS-2
Conexus Energy, LLC
(#133193)

Agreement Effective Date: August 28, 2019
Amendment No. 1 Effective Date: November 1, 2019
Amendment No. 2 Effective Date: November 1, 2020

PTS-2 SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and CONEXUS ENERGY, LLC ("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 Pooling Transportation Service (PTS-2)**

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:**

November 01, 2019 to

October 31, 2020

Right of First Refusal:

Not applicable to this Agreement

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 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 \$0.2038 per dth and the applicable Commodity Rate. This 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.

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 ANR's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under PTS-2 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 Tariff.
- 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.

D. In addition to the demand charge, Conexus agrees to pay ANR 50% of the following each day, on a per dekatherm basis: The daily GDA (Gas Daily Average) spread between ANR-SW and the posted daily ICE Average of ONEOK Westex less \$0.3570. If the amount calculated on any given day results in a negative value, the amount due to ANR on that day shall not be less than \$0.0000. The value calculated each day shall be independent from the value calculated for every other day.

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 GEMStm. 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
700 Louisiana St., Suite 700
Houston, TX 77002-2700
Attention: Commercial Services

SHIPPER:

CONEXUS ENERGY, LLC
1717 SOUTH BOULDER AVENUE
SUITE 100
TULSA, OK 74119
Attention: NOTICES
Telephone: 918-986-9381
Fax: 918-574-6111
E-mail: DOCUMENTATION@CONEXUS.ENERGY

INVOICES AND STATEMENTS:

CONEXUS ENERGY, LLC
1717 SOUTH BOULDER AVENUE
SUITE 100
TULSA, OK 74119
Attention: SABRINA BROWN
Telephone: 918-986-9383
Fax: 918-574-6111
E-mail: SETTLEMENTS@CONEXUS.ENERGY

8. FURTHER AGREEMENT:

None

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:

CONEXUS ENERGY, LLC

By: B-R

Title: Commercial V.P.

Date: 9-30-2019

TRANSPORTER:

~~ANR PIPELINE COMPANY~~

By: Kay

Title: Director, Transportation Accounting and Contracts

Date: 10/8/19

PS 9-30-19
CW 10-7-19

Contract No.: 133193
Amendment No.: 01

AMENDMENT

Date: October 23, 2019

"Transporter": ANR PIPELINE COMPANY

"Shipper": CONEXUS ENERGY, LLC

PTS-2 Contract No. 133193 dated August 28, 2019 ("Agreement") between Transporter and Shipper is amended effective November 01, 2019 as follows:

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

November 01, 2019 to

October 31, 2021

Right of First Refusal:

Not applicable to this Agreement

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

CONEXUS ENERGY, LLC

"Shipper"

By: R. P. Lee

Title: Commercial V.P.

Date: 10-24-2019

ANR PIPELINE COMPANY

"Transporter"

By: Kay Jensen

Title: Director, Transportation Accounting and Contracts

Date: 10/24/19

PS 10-24-19
CW 10-24-19

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
CONEXUS ENERGY, LLC (Shipper)

Contract No.: 133193
Rate Schedule: PTS-2
Contract Date: August 28, 2019
Amendment Date: October 23, 2019

<u>Receipt Number Name</u>	<u>Delivery Number Name</u>	<u>Annual MDQ (DTH)</u>	<u>Winter MDQ (DTH)</u>	<u>Summer MDQ (DTH)</u>
185837 RED RIVER (REC) INT FROM: November 01, 2019	103702 SW HEADSTATION TO: October 31, 2021	20,000		

Contract No.: 133193
Amendment No.: 02

AMENDMENT

Date: February 05, 2020

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: CONEXUS ENERGY, LLC

PTS-2 Contract No. 133193 dated August 28, 2019 ("Agreement") between Transporter and Shipper is amended effective November 01, 2020 as follows:

Shipper and Transporter have agreed to increase the MDQ under this Agreement from 20,000 dth per day to 40,000 dth per day. An updated Primary Route Exhibit reflecting this change is attached.

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

CONEXUS ENERGY, LLC

"Shipper"

By: B. Zell
Title: COMMERCIAL VP
Date: 7-15-2020

ANR PIPELINE COMPANY

"Transporter"

DocuSigned by:
By: Kay Dennison
A0EF51A630C148B...
Title: Director, Transportation Accounting and Contracts
Date: July 16, 2020

^{DS}
CW

PRIMARY ROUTE EXHIBIT

**To Agreement Between
 ANR PIPELINE COMPANY (Transporter)
 CONEXUS ENERGY, LLC (Shipper)**

**Contract No.: 133193
 Rate Schedule: PTS-2
 Contract Date: August 28, 2019
 Amendment Date: February 05, 2020**

Receipt Number Name	Delivery Number Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
185837 RED RIVER (REC) INT FROM: November 01, 2019	103702 SW HEADSTATION TO: October 31, 2020	20,000		
185837 RED RIVER (REC) INT FROM: November 01, 2020	103702 SW HEADSTATION TO: October 31, 2021	40,000		

Appendix B
ANR Pipeline Company

Marked Amendment

Conexus Energy, LLC
Rate Schedule PTS-2 Service Agreement Amendment No. 02 (#133191)

Contract No.: 133193
Amendment No.: 02

AMENDMENT

Date: February 05, 2020

"Transporter": ANR PIPELINE COMPANY

"Shipper": CONEXUS ENERGY, LLC

PTS-2 Contract No. 133193 dated August 28, 2019 ("Agreement") between Transporter and Shipper is amended effective November 01, 2020 as follows:

Shipper and Transporter have agreed to increase the MDQ under this Agreement from 20,000 dth per day to 40,000 dth per day. An updated Primary Route Exhibit reflecting this change is attached.

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

CONEXUS ENERGY, LLC
"Shipper"

By: _____

Title: _____

Date: _____

ANR PIPELINE COMPANY
"Transporter"

By: _____

Title: Director, Transportation Accounting and Contracts

Date: _____

AKB 2/10/2020

PRIMARY ROUTE EXHIBIT

To Agreement Between
ANR PIPELINE COMPANY (Transporter)
CONEXUS ENERGY, LLC (Shipper)

Contract No.: 133193
Rate Schedule: PTS-2
Contract Date: August 28, 2019
Amendment Date: February 05, 2020

<u>Receipt Number Name</u>	<u>Delivery Number Name</u>	<u>Annual MDQ (DTH)</u>	<u>Winter MDQ (DTH)</u>	<u>Summer MDQ (DTH)</u>
185837 RED RIVER (REC) INT FROM: November 01, 2019	103702 SW HEADSTATION TO: October 31, 2020	20,000		
<u>185837</u> <u>RED RIVER (REC) INT</u> <u>FROM: November 01, 2020</u>	<u>103702</u> <u>SW HEADSTATION</u> <u>TO: October 31, 2021</u>	<u>40,000</u>		