



February 12, 2015

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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Houston, Texas 77002-2700

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Director, Rates & Tariffs

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Re: ANR Pipeline Company
Compliance Filing
Docket No. RP15-274-_____

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 and to comply with the Commission order issued January 29, 2015, in Docket No. RP15-274-000,² ANR Pipeline Company (“ANR”) hereby respectfully submits for filing and acceptance revised tariff section 6.2.5³ to be part of its FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”), as more fully described below. ANR respectfully requests that the Commission accept Section 6.2.5, included herein as Appendix A, to be effective February 1, 2015, which is the original effective date for the proposed revisions.

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:

¹ 18 C.F.R. Part 154 (2015).

² *ANR Pipeline Company*, 150 FERC ¶ 61,059 (2015) (“Order”).

³ Specifically, Part 6.2.5 – GT&C, Request Validity (“Section 6.2.5”).

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* Persons designated for official service pursuant to Rule 2010.

Statement of the Nature, Reasons and Basis for Filing

On December 22, 2014, in Docket No. RP15-274-000, ANR submitted a tariff filing (“Tariff Filing”) that proposed, *inter alia*, to reduce the time period within which a shipper must execute and return a tendered service agreement from 30 days to 15 days. On January 5, 2015, the Wisconsin Distributor Group (“WDG”) filed comments in the proceeding asserting that Wisconsin gas distribution utilities would face difficulties satisfying ANR’s proposed 15-day requirement to return a tendered service agreement because the Public Service Commission of Wisconsin requires utilities to seek advance approval to make changes to any existing pipeline-service portfolio, and has 21 business days to review such requests.⁴

On January 13, 2015, ANR filed an Answer⁵ that addressed, *inter alia*, the concerns raised by the WDG. ANR’s Answer acknowledged that 15 days may not be sufficient time for a shipper to obtain required state regulatory commission approval and execute a service agreement, and therefore proposed to modify Section 6.2.5 to accommodate the time requirements of shippers whose execution of an agreement is dependent upon prior state regulatory approval. On January 29, 2015, the Commission issued its Order accepting the tariff sections contained in the Tariff Filing to become effective February 1, 2015, subject to ANR filing a revised tariff record, within 21 days of its Order, incorporating the modifications to Section 6.2.5 provided in ANR’s Answer.⁶

⁴ Comments of the Wisconsin Distributor Group at pg. 2.

⁵ Motion for Leave to Answer and Answer of ANR Pipeline Company (Answer”).

⁶ Order at P 12.

To comply with the Commission's directives as set forth in the Order, ANR submits herein revised Section 6.2.5, consistent with the modifications to Section 6.2.5 previously submitted as part of ANR's Answer.

Effective Date and Request for Waiver

While ANR does not believe that it needs a waiver to implement the tariff changes effective February 1, 2015, because the Commission accepted the tariff changes effective on that date in its Order subject to ANR making the changes proposed herein, out of an abundance of caution, ANR respectfully requests waiver of Section 154.207 of the Commission's regulations to allow for this effective date.⁷

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. The clean tariff section (Appendix A); and
3. The marked tariff section (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

⁷ See *Statement of Policy on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Services of Natural Gas Pipelines*, 74 FERC ¶ 61,176 at 61,241-242 (1996) (indicating that the Commission will "readily grant requests to waive the 30-day notice requirement").

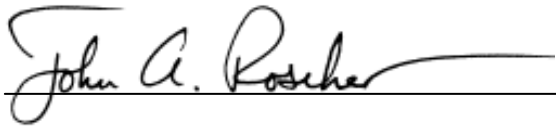
agencies. A copy of this letter, together with the other attachments, is available during regular business hours for public inspection at ANR's principal place of business.

Pursuant to Section 385.2005 and Section 385.2011(c) (5), 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 Joan Collins at (832) 320-5651.

Respectfully submitted,

ANR PIPELINE COMPANY

A handwritten signature in cursive script that reads "John A. Roscher". The signature is written in black ink and is positioned above a solid horizontal line.

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

6.2.5 – GT&C, Request Validity

v.1.0.1

6.2.5 Request Validity.

Shipper's Request for Service shall be considered null and void if Transporter has tendered an Agreement for execution to Shipper and Shipper fails to execute the Agreement within fifteen (15) Days thereafter; provided, however, that if Shipper's execution of an Agreement is dependent upon prior state regulatory approval, then Shipper's Request for Service shall be considered null and void if Transporter has tendered an Agreement for execution to Shipper and Shipper fails to execute the Agreement within thirty (30) Days thereafter; provided further, however, that Transporter and Shipper may mutually agree to extend the foregoing deadlines. In determining whether it is feasible to tender an Agreement, after provision for existing requirements on Transporter's system, operating constraints and pending requests for service, Transporter will not tender a firm Agreement which relates to requests for service for which it does not have sufficient available capacity, or is unable to reasonably predict the demand requirements at the gate station to perform the service requested, in the case of service under Rate Schedules NNS and MBS. In addition Transporter shall not be required to tender an Agreement for service which Shipper cannot begin within thirty (30) Days after the date the request is made pursuant to Section 6.2.1 of these General Terms and Conditions, or such other period as the parties may agree to in writing.

Appendix B

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

Marked Tariff

Tariff Sections

Version

6.2.5 – GT&C, Request Validity

v.1.0.1

6.2.5 Request Validity.

Shipper's Request for Service shall be considered null and void if Transporter has tendered an Agreement for execution to Shipper and Shipper fails to execute the Agreement within fifteen (15) Days thereafter; provided, however, that if Shipper's execution of an Agreement is dependent upon prior state regulatory approval, then Shipper's Request for Service shall be considered null and void if Transporter has tendered an Agreement for execution to Shipper and Shipper fails to execute the Agreement within thirty (30) Days thereafter; provided further, however, that~~unless otherwise agreed to by~~ Transporter and Shipper may mutually agree to extend the foregoing deadlines. In determining whether it is feasible to tender an Agreement, after provision for existing requirements on Transporter's system, operating constraints and pending requests for service, Transporter will not tender a firm Agreement which relates to requests for service for which it does not have sufficient available capacity, or is unable to reasonably predict the demand requirements at the gate station to perform the service requested, in the case of service under Rate Schedules NNS and MBS. In addition Transporter shall not be required to tender an Agreement for service which Shipper cannot begin within thirty (30) Days after the date the request is made pursuant to Section 6.2.1 of these General Terms and Conditions, or such other period as the parties may agree to in writing.