



January 15, 2020

Ms. Kimberly D. Bose, Secretary  
Federal Energy Regulatory Commission  
888 First Street, NE  
Washington, DC 20426

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

John A. Roscher  
Director, Rates & Tariffs

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**web** www.anrpl.com/company\_info/

Re: ANR Pipeline Company  
Compliance Filing  
Docket No. RP20-270-\_\_\_\_\_

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> and to comply with the Commission order issued December 23, 2019, in Docket No. RP20-270-000,<sup>2</sup> ANR Pipeline Company (“ANR”) hereby respectfully submits for filing and acceptance revised tariff section 6.17<sup>3</sup> 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 tariff Section 6.17, included herein as Appendix A, to be effective December 27, 2019, which is the original effective date for the proposed revisions.

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<sup>1</sup> 18 C.F.R. Part 154 (2020).

<sup>2</sup> *ANR Pipeline Company*, 169 FERC ¶ 61,244 (2019) (“Order”).

<sup>3</sup> Specifically, Part 6.17 – General Terms & Conditions, Billing and Payment (“Section 6.17”).

## **Correspondence**

The names, titles and mailing address of the persons to whom correspondence and communications concerning this filing should be directed are as follows:

David R. Hammel\*  
Director, Commercial and Regulatory Law,  
U.S. Natural Gas Pipelines  
ANR Pipeline Company  
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John A. Roscher  
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\* Persons designated for official service pursuant to Rule 2010.

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

On November 26, 2019, in Docket No. RP20-270-000, ANR submitted a tariff filing (“Tariff Filing”) that proposed adding subsection 6.17.5 to Section 6.17 of the General Terms and Conditions of its Tariff, which would allow ANR to agree to accept, in a not unduly discriminatory manner, a shipper’s prepayment of its unpaid reservation charge obligation under an existing or new service agreement for firm service. The proposed provisions are optional but provide existing or potential shippers the ability to request an alternate payment option.

On December 23, 2019, the Commission issued its Order accepting Section 6.17 contained in the Tariff Filing to be effective December 27, 2019, subject to ANR filing a revised tariff record, within 30 days of the issuance of the Order, to revise new subsection 6.17.5 to clarify that any prepayment made pursuant to proposed Section 6.17 may not be used in the evaluation of the net present value of a bid during its bid evaluation process to award capacity.<sup>4</sup>

To comply with the Commission’s directive as set forth in the Order, ANR is submitting in the instant filing, as Appendix A, a proposed revision to Section 6.17 which clarifies that neither a prepayment or an offer of a prepayment made pursuant to Section 6.17 will be used in the

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<sup>4</sup> Order at P 6.

determination of the net present value of a bid during ANR's evaluation process to award capacity.

### **Effective Date and Request for Waiver**

While ANR does not believe that it needs a waiver to implement the tariff changes effective December 27, 2019, 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<sup>5</sup> of the Commission's regulations to allow for this effective date.

### **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, ANR is submitting the following via its electronic tariff filing:

1. This transmittal letter;
2. A clean tariff section (Appendix A); and
3. A marked tariff section (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 upon 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.

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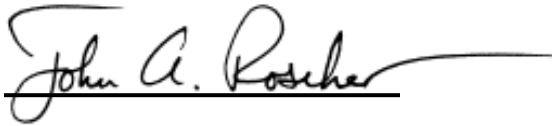
<sup>5</sup> 18 C.F.R. Part 154.207 (2020).

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. Additionally, 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 and is underlined with a solid black horizontal line.

John A. Roscher  
Director, Rates & Tariffs

Enclosures

# Appendix A

*ANR Pipeline Company  
Third Revised Volume No. 1*

## Clean Tariff

**Tariff Section**

6.17 – GT&C, Billing and Payment

**Version**

v.3.0.0

## 6.17 BILLING AND PAYMENT

1. **Billing.** On or before the ninth (9th) Business Day of each Month, Transporter shall render (for purposes of this Section 6.17 paragraph 1, "render" shall mean either (a) postmarked or (b) time-stamped and electronically transmitted via EDM to the designated site, whichever is applicable) to Shipper a statement of the amount due for the preceding Month under the applicable Rate Schedule(s). Any charges pursuant to the Cashout provisions of Section 6.15 of these General Terms and Conditions shall be billed by a separate statement rendered to Shipper of the amount due Transporter or Shipper on or before the nineteenth (19th) Business Day of each Month for imbalances incurred during the preceding Month. When information necessary for billing purposes is in the control of Shipper, Shipper shall furnish such information to Transporter on or before the third (3rd) Day of the Month.

Both Transporter and Shipper have the right to examine at reasonable times, books, records and charts of the other to the extent necessary to verify the accuracy of any statement, charge or computation made under or pursuant to any of the provisions hereof.

2. **Payment.** Shipper shall pay Transporter the amount due for the preceding Month on or before the tenth (10th) Day after the Date of the invoice. Payments by Shipper to Transporter shall be made in the form of Wire Transfer directed to a bank account designated by Transporter's Controller for amounts equal to or greater than \$50,000 such that funds are available on the date payment is due. Payments of amounts less than \$50,000 by Shipper to Transporter shall be made at Shipper's election by either Wire Transfer directed to a bank account designated by Transporter's Controller, or by check at Transporter's general office or at such other address as Transporter shall designate such that funds are available on the date payment is due.

Party making payment should submit supporting documentation, party receiving payment should apply payment per supporting documentation provided by the paying party; and if payment differs from the invoiced amount, remittance detail should be provided with the payment except when payment is made by electronic funds transfer (EFT), in which case the remittance detail is due within two business days of the payment due date. Interest on the unpaid portion of the bill shall accrue at the current rate as set forth in Section 154.501(d) of the Commission's Rules and Regulations, from the due date until the date of payment. If such failure to pay continues for thirty (30) Days after payment is due, Transporter, in addition to any other remedy it may have hereunder, may upon receipt of the appropriate regulatory approval, if any, suspend further delivery of Gas until such amount is paid. If Shipper in good faith disputes the amount of any such bill or part thereof and pays to Transporter such amounts, if any, as it concedes to be correct and, at any time thereafter within thirty (30) Days of a demand made by Transporter, furnishes a good and sufficient surety bond in an amount and with surety satisfactory to Transporter or other assurance

acceptable to Transporter, guaranteeing payment to Transporter of the unpaid amount, then Transporter shall not be entitled to suspend further delivery of such Gas unless and until default be made in the conditions of such bond.

3. Adjustment of Billing Errors. Subject to the provisions of Sections 6.12.3, 6.12.4 and 6.14.4 of these General Terms and Conditions, if it shall be found that at any time or times a person has been charged an overrun penalty and Shipper shall have actually paid the bills containing such penalty, then within thirty (30) Days after the final determination thereof, either Transporter shall refund the amount of any overcharge or Shipper shall pay the amount of any undercharge. In the event an error is discovered in the amount billed in any statement rendered by Transporter, such error shall be adjusted within thirty (30) Days of the determination thereof, provided that claim therefor shall have been made within thirty (30) Days from the date of discovery of such error, but in any event within six (6) Months from the date of such statement, provided, however, that the party harmed by the adjustment shall have up to three (3) Months to dispute such adjustment. The timing of billing claims and adjustments referenced in the previous sentence shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not be diminished by this standard. Mutual agreement between parties, legal decisions, and regulatory guidance may be necessary to determine if the event qualifies for an extension of the above time periods. If the parties are unable to agree on the adjustment of any claimed error, any resort by either of the parties to legal proceedings shall be commenced within fifteen (15) Months after the supposed cause of action is alleged to have arisen, or shall thereafter be forever barred.
4. Refunds: Refunds due Shipper from Transporter pursuant to either the terms and conditions of this Tariff or orders of the Commission shall be paid by Wire Transfer to a bank account established by Shipper if: (a) Shipper has made twelve consecutive Monthly payments to Transporter in the form of Wire Transfer preceding the date of the refund; (b) the amount of the refund, including interest, exceeds \$50,000; and (c) Shipper has designated a bank account for the receipt of refunds by Wire Transfer at least thirty (30) Days prior to the date established for refunds by written communication to Transporter's Controller. Refunds of an amount less than \$50,000 will be paid by Transporter to Shipper by check.
5. Prepayment of Reservation Charges. Transporter may, from time to time in a manner not unduly discriminatory, agree to accept a Shipper's prepayment of its Reservation Charges obligation under an existing or new firm Agreement. The amount of the prepayment shall be equivalent to Shipper's unpaid Reservation Charges obligation for the remainder of the term of an existing firm Agreement or the entire term of a new firm Agreement, as applicable. A prepayment received by Transporter or an offer of a prepayment to be made under this section will not be used in the determination of the net present value of a bid during Transporter's evaluation process to award capacity.

The prepayment shall be credited to Shipper's Agreement under the ordinary course of Transporter's billing process. Shipper shall not be allowed to withdraw all or part of its prepayment.

Neither this provision nor any solicitation or negotiation by Transporter under this provision shall obligate Transporter to accept any request for prepayment.

A Shipper's Reservation Charges will be subject to adjustments when Transporter's recourse rates are changed pursuant to NGA section 4 or 5 during the period for which Shipper has prepaid for service and Shipper shall understand that any prepayment does not absolve it of such future adjustments to the recourse rates. For capacity release and posting requirements, the rate to be charged will be the rate specified in the applicable firm Agreement.

Prepayments received by Transporter under this section shall not qualify as cash security deposits for purposes of creditworthiness, nor shall cash security deposits for purposes of creditworthiness be considered as prepayments under this section.



# Appendix B

*ANR Pipeline Company  
Third Revised Volume No. 1*

## Marked Tariff

**Tariff Section**

6.17 – GT&C, Billing and Payment

**Version**

v.3.0.0

## 6.17 BILLING AND PAYMENT

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Both Transporter and Shipper have the right to examine at reasonable times, books, records and charts of the other to the extent necessary to verify the accuracy of any statement, charge or computation made under or pursuant to any of the provisions hereof.

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