



February 21, 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

**tel** 832.320.5675  
**email** John\_Roscher@tcenergy.com  
**web** www.anrpl.com/company\_info/

Re: ANR Pipeline Company  
Change in FERC Gas Tariff  
Docket No. RP20-\_\_\_\_-000

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”) hereby respectfully submits for filing and acceptance revised tariff sections<sup>2</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 the tariff sections, included herein as Appendix A, to become effective March 23, 2020.

### 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  
700 Louisiana Street, Suite 700  
Houston, Texas 77002-2700  
Tel. (832)320-5861  
dave\_hammel@tcenergy.com

John A. Roscher  
Director, Rates & Tariffs  
David A. Alonzo\*  
Manager, Tariffs  
ANR Pipeline Company  
700 Louisiana Street, Suite 700  
Houston, Texas 77002-2700  
Tel. (832) 320-5477  
david\_alonzo@tcenergy.com

\* Persons designated for official service pursuant to Rule 2010.

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

<sup>2</sup> Specifically, Part 3 – MAPS (“Section 3”); Section 6.2.6 – General Terms & Conditions, Complaints (“Section 6.2.6”); Section 7.1 – Service Agreements, Transporter’s Firm Rate Schedules (“Section 7.1”); Section 7.2 – Service Agreements, Master Service Agreement (“Section 7.2”); Section 7.3 – Service Agreements, Associated Liquefiabiles Agreement (“Section 7.3”); Section 7.5 – Service Agreements, Transporter’s Interruptible Rate Schedules (“Section 7.5”); and Section 7.6 – Service Agreements, Transporter’s IPLS Rate Schedule (“Section 7.6”).

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

ANR is proposing in the instant filing minor housekeeping revisions to certain sections of its Tariff. The proposed changes are more fully described below, and are included herein as Appendix A.

### *Part 3 - MAPS*

Sections 154.103(a) and 154.106(a) of the Commission's regulations<sup>3</sup> require that a pipeline's tariff include a specific tariff section to accommodate a uniform resource locator ("URL") for the Internet address of a map of its pipeline system and must state a URL on the pipeline's Internet Web site, respectively. In the instant filing, ANR is submitting a revised Section 3, attached hereto, which reflects a recent modification to the URL link for the Internet address of the location of ANR's pipeline system maps.

### *Section 6.2 – Requests for Transportation Service*

As part of the instant filing, ANR is proposing modifications to its complaint resolution procedures contained in Section 6.2.6 of its Tariff. The modifications reflect a new point of contact for shippers who choose to submit a formal complaint, as well as a slightly changed response time by which ANR will make its initial response, upon receipt of a complaint, from the later of two business days or forty-eight hours to just forty-eight hours.<sup>4</sup>

### *Part 7 – Form of Service Agreement*

Finally, for clarification purposes, ANR is updating Sections 7.1, 7.2, 7.3, 7.5, and 7.6 of its Tariff to reflect a change to the name of the department within ANR's organization which should receive notifications concerning matters dealing with a service agreement.

ANR avers that the housekeeping revisions as proposed in the instant filing are of a predominantly administrative nature, and requests that the Commission accept the tariff sections submitted herein as Appendix A to become effective March 23, 2020.

## **Effective Date**

ANR respectfully requests that the Commission accept the tariff sections included as Appendix A to become effective March 23, 2020.

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<sup>3</sup> 18 C.F.R. Parts 154.103(a) and 154.106(a) (2020).

<sup>4</sup> A forty-eight hour response time is consistent with Section 250.16(b)(1) of the Commission's regulations. 18 C.F.R. Part 250.16(b)(1) (2020).

**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. Clean tariff sections (Appendix A); and
3. Marked tariff sections (Appendix B).

**Certificate of Service**

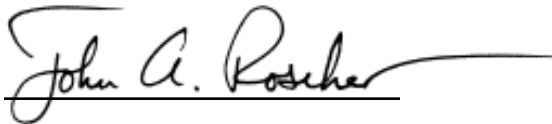
As required by Sections 154.7(b) and 154.208 of the Commission's regulations, a copy of this filing is being served upon all of ANR's existing customers and interested state regulatory agencies. A copy of this letter, together with any attachments, is available during regular business hours for public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

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 positioned above a solid horizontal line.

John A. Roscher  
Director, Rates & Tariffs

Enclosures

# Appendix A

## *ANR Pipeline Company Third Revised Volume No. 1*

### Clean Tariff

<b><u>Tariff Section</u></b>	<b><u>Version</u></b>
Part 3 – MAPS	v.2.0.0
6.2.6 – GT&C, Complaints	v.1.0.0
7.1 – Service Agreements, Transporter’s Firm Rate Schedules	v.7.0.0
7.2 – Service Agreements, Master Service Agreement	v.3.0.0
7.3 – Service Agreements, Associated Liquefiabiles Agreement	v.3.0.0
7.5 – Service Agreements, Transporter’s Interruptible Schedules	v.4.0.0
7.6 – Service Agreements, Transporter’s IPLS Rate Schedule	v.1.0.0

The currently effective system maps are available on ANR's Internet site at  
<http://ebb.anrpl.com/tariff/map/systemmap.htm>.

#### 6.2.6 Complaints.

In the event that a Shipper or potential Shipper has a complaint relative to service under this Tariff, the Shipper shall:

- (a) Provide a description of the complaint to Transporter, verbally or in writing, including the identification of the transportation request (if applicable). Complaints should be directed to Transporter's Chief Compliance Officer (CCO). The CCO's appropriate contact information is available via Transporter's Internet site.
- (b) Within forty-eight (48) hours, Transporter will respond initially to the complaint and Transporter shall respond in writing within thirty (30) Days advising Shipper or potential Shipper of the disposition of the complaint.

FORM OF AGREEMENT  
(For use under Transporter's Rate Schedules  
ETS, STS, FTS-1, FTS-2, FTS-3, FTS-4, FTS-4L, FSS,  
PTS-2 and NNS)

Date: \_\_\_\_\_

Contract No. \_\_\_\_\_

SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and \_\_\_\_\_ (Shipper name).

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: \_\_\_\_\_

3. CONTRACT QUANTITIES:

Receipt Points - see Exhibit attached hereto (if applicable).  
Delivery Points - see Exhibit attached hereto (if applicable).  
Primary Routes - see Exhibit attached hereto (if applicable).  
Contract Quantities - see Exhibit attached hereto (if applicable).

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.

(Optional for FSS and Transportation Agreements Used for Injection Into Storage)

Shipper desires to maintain the MDQ delivered to the city gate from storage in the event of a change in Transporter's Use %. Therefore, subject to available capacity, if Transporter's Use %, as stated in Transporter's Tariff changes, Transporter shall (a) make corresponding

changes to the MSQ, Base MDWQ and Base MDIQ of Shipper's FSS Agreement; and (b) if elected below, any necessary changes to the MDQ of the injection route(s) of a firm transport agreement(s), associated with such FSS Agreement. Shipper authorizes Transporter to make such quantity changes without formal amendment by providing to Shipper a revised Exhibit for each contract affected.

\_\_\_\_\_ Shipper elects changes per subpart (a) only.

\_\_\_\_\_ Shipper elects changes per subpart (a) and (b).

(if applicable)

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.

(if applicable)

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

4. TERM OF AGREEMENT:

\_\_\_\_\_ to  
\_\_\_\_\_

Right of First Refusal:

(whichever option is applicable)

Regulatory (in accordance with Section 6.22 of the General Terms and Conditions of Transporter's Tariff); (or)

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); (or)

Not Applicable to this Agreement.

(if applicable)

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.



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.

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 Transporter's Internet website. 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 Street, Suite 700  
Houston, Texas 77002-2700  
Attention: Commercial Operations

SHIPPER:

\_\_\_\_\_ (Shipper Name)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_ (City, State, Zip)

Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
FAX: \_\_\_\_\_  
E-mail: \_\_\_\_\_

INVOICES AND STATEMENTS:

\_\_\_\_\_ (Shipper Name)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_ (City, State, Zip)

Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
FAX: \_\_\_\_\_  
E-mail: \_\_\_\_\_

8. FURTHER AGREEMENT

(This part to be utilized when necessary to specify other provisions permitted to be negotiated by Transporter's Tariff. Write None or specify the agreement)

(if applicable)

Pursuant to Section 5.5.4 of Rate Schedule FTS-3 of Transporter's Tariff, Shipper elects the short notice start-up and shut-down optional service.

(if applicable)

Pursuant to Section 5.5.5 of Rate Schedule FTS-3 of Transporter's Tariff, Shipper elects the variation of deliveries optional service.

(if applicable)

Pursuant to Section 6.3.2 of Transporter's Tariff, Transporter will make a Contribution in Aid of Construction subject to the terms and condition(s) as stipulated herein:

(if applicable)

Pursuant to Section 6.11 of Transporter's Tariff, Transporter and Shipper have mutually agreed to receipt and/or delivery pressure commitment(s) as stipulated herein:

(if applicable)

Pursuant to Section 6.18.12 of Transporter's Tariff, Transporter may restrict Shipper's ability to transfer any of its Working Storage Gas to another shipper or to Transporter during those periods when its Base MDWQ is equal to zero.

(if applicable)

Pursuant to Section 6.32 of Transporter's Tariff, Shipper elects the Reduction Option[s] under: \_\_\_\_\_ [Section 6.32.1-Loss of Load, or Section 6.32.2-Plant Outage, or Section 6.32.3-Regulatory Unbundling Order, or Section 6.32.4-Sole Supply Customer, or Section 6.32.5-Other Reduction Options (as further described below)]. To qualify for a reduction, Shipper must meet the notice, certification and/or other requirements stated in the tariff.

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: \_\_\_\_\_

TRANSPORTER: ANR Pipeline Company

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

MASTER SERVICE AGREEMENT  
FOR CAPACITY RELEASE TRANSACTIONS

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and \_\_\_\_\_ (Shipper).

WHEREAS, Shipper has requested Transporter to transport Gas on its behalf in the event that Shipper is awarded by Transporter capacity released on Transporter's system 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. SCOPE OF AGREEMENT:

Shipper and Transporter acknowledge that this is a Master Service Agreement entered into pursuant to Section 6.21.1.14 of Transporter's Tariff for the purpose of facilitating the capacity release process. Accordingly, Shipper agrees to be bound by the terms of its capacity release bid(s) if and when Transporter awards Shipper any such bid(s). Further, for each release transaction performed pursuant to this Agreement, Shipper agrees that, in addition to the terms and conditions of this Agreement, Shipper's rights under this Agreement shall not exceed those of the Releasing Shipper. Within one hour after Transporter has been notified of any release to Shipper, and of the term, maximum daily quantity, rate schedule, route, authority for Transportation Service, and other terms as applicable, for such release, Transporter shall issue a contract for the release transaction and shall confirm the release in writing ("Award Notice"). The terms of such Award Notice(s) are hereby incorporated by reference in this Agreement.

2. AUTHORITY FOR TRANSPORTATION SERVICE:

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

3. RATE SCHEDULE:

To be specified in the applicable Award Notice.

4. CONTRACT QUANTITIES:

To be specified in the applicable Award Notice.

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

5. TERM OF AGREEMENT:

\_\_\_\_\_ to  
\_\_\_\_\_, and month to month thereafter, until terminated by either party upon thirty (30) days written notice.

(The term of any release transaction under this Agreement shall be specified in the applicable Award Notice.)

6. RATES:

The reservation rate for all quantities of gas transported on the Primary Route and/or to any Secondary Receipt Point, any Secondary Delivery Point and any secondary route within the Primary Route rate zones up to the Primary Route MDQ(s) under this Agreement shall be as stated in the capacity release bid. In addition, Shipper will be charged the applicable base tariff Commodity rate, Volumetric Surcharges, ACA, fuel and any other related fees or surcharges.

All quantities associated with the release of capacity under this agreement (i.e., a rerelease) will be at the applicable rate(s) plus all other related fees, surcharges and fuel.

All quantities associated with Secondary Receipt Points, Secondary Delivery Points and secondary routes that use additional zone(s) will be at maximum tariff rates (unless Transporter shall agree otherwise) plus all other related fees, surcharges and fuel associated with the additional zone(s).

7. 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.

8. NOTICES:

Except insofar as the Award Notice must be confirmed in writing, 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 Transporter's Internet website. Shipper and 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 Street, Suite 700  
Houston, Texas 77002-2700  
Attention: Commercial Operations

SHIPPER:

\_\_\_\_\_ (Shipper Name)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_ (City, State, Zip)

Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
FAX: \_\_\_\_\_  
E-mail: \_\_\_\_\_

INVOICES AND STATEMENTS:

\_\_\_\_\_ (Shipper Name)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_ (City, State, Zip)

Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
FAX: \_\_\_\_\_  
E-mail: \_\_\_\_\_

9. FURTHER AGREEMENT:

(This paragraph may address, inter alia, other terms and conditions of service to be determined in the Award Notice or any agency services that Shipper agrees Transporter shall provide.)

10. OPERATIONAL FLOW ORDERS

Shipper hereby guarantees to Transporter that each contract it has entered into in connection with the Gas to be transported under this Agreement contains a provision that permits Transporter to issue an effective Operational Flow Order pursuant to Section 6.8 of the

General Terms and Conditions of Transporter's Tariff. Shipper shall also guarantee for any supply contract for Gas that is transported via Viking Gas Transmission Company, that Transporter shall be designated a third party beneficiary.

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: \_\_\_\_\_

TRANSPORTER: ANR Pipeline Company

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ASSOCIATED LIQUEFIABLES AGREEMENT

This AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and \_\_\_\_\_ (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: Interruptible Transportation Service (ITS)

### 3. CONTRACT LOCATIONS:

To ensure accuracy in Transporter billing and invoicing for volumes transported hereunder, Transporter and Shipper hereby agree that this Agreement is to be used solely for the Transportation of quantities to the following locations, as applicable:

- (a) Plant Thermal Reduction (PTR) transported to the Processing Plant, Location ID \_\_\_\_\_;
- (b) Pipeline Condensate Reduction (PCR) transported to the Liquids Handling Facility, Location ID \_\_\_\_\_; and
- (c) Flash Gas transported to the stabilizer Flash Gas Meter, Location ID \_\_\_\_\_.

### 4. TERM OF AGREEMENT:

\_\_\_\_\_, 20\_\_ to \_\_\_\_\_, 20\_\_, and month to month thereafter, until terminated by either party upon thirty (30) days written notice.



5. RATES:

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter has advised Shipper in writing or by its Internet website that it has agreed otherwise.

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.

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 Transporter's Internet website. 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 Street, Suite 700  
Houston, Texas 77002-2700  
Attention: Commercial Operations

SHIPPER:

\_\_\_\_\_ (Shipper Name)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_ (City, State, Zip)

Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
FAX: \_\_\_\_\_  
E-mail: \_\_\_\_\_

INVOICES AND STATEMENTS:

\_\_\_\_\_ (Shipper Name)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_ (City, State, Zip)

Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
FAX: \_\_\_\_\_  
E-mail: \_\_\_\_\_

8. FURTHER AGREEMENT:  
(Write None or specify the agreement)

9. ALLOCATIONS:

Producer Representative Designee shall calculate condensate allocations and provide to Transporter for use in its distribution of volumes to those producer/shippers who hold ANR Transportation contracts.

10. IMBALANCES

The calculation of imbalances for liquefiabiles is based on the difference between actual PTR reported by the plant and ANR's measured volume at receipt points where PTR replacement nominations are made.

It is the intent of the parties that Transporter be compensated in full for any reduction in BTUs in the Gas stream delivered to a processing plant attributable to processing PTR, for Flash Gas quantities allocated to Shipper, and for the Dekatherm equivalent of PCR allocated to Shipper. "Compensation in full for any reduction in BTUs" shall mean that all

PTR, PCR, or Flash Gas allocated to a Shipper shall be replaced by the Shipper or the corresponding plant in accordance with contractual obligations. Any losses that were not replaced within the month shall be cashed out in accordance with Section 6.15 of Transporter's Tariff.

Further, it is the intent of the parties that persons or entities use reasonable best efforts to minimize any daily imbalance by replacing PTR, PCR and Flash Gas quantities on a daily basis and when imbalances occur to resolve such imbalances as soon as practical during such month. When Shipper is advised by Transporter by EBB, e-mail or Fax to adjust nominations in order to resolve imbalances, Shipper will immediately comply with Transporter's request. "Immediately comply" shall mean an adjustment of Shipper's nominations, provision of an explanation as to why it cannot comply, or provision of Shipper's good faith explanation that plant conditions warrant no change pursuant to the notice provided to Shipper by Transporter. If Transporter finds the explanation unacceptable, Transporter will inform Shipper of such and Shipper shall have until the next available nomination cycle to adjust nominations or the resultant cashout imbalances will be subject to tiering in accordance with the Cashout provisions in Section 6.15 of Transporter's Tariff.

Provided that Shipper exercises reasonable best efforts to minimize daily imbalances as provided above, Transporter will waive daily and monthly scheduling penalties and monthly imbalances will be settled pursuant to Section 6.15 of Transporter's Tariff or such other written procedures as agreed to by Shipper and Transporter.

SHIPPER: \_\_\_\_\_

TRANSPORTER: ANR Pipeline Company

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

FORM OF AGREEMENT  
(For use under Transporter's Rate Schedules  
ITS, ITS-3, DDS, MBS, PTS-1, PTS-3 and IWS)

Date: \_\_\_\_\_

Contract No. \_\_\_\_\_

SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and \_\_\_\_\_ (Shipper name).

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: \_\_\_\_\_

3. CONTRACT QUANTITIES:

Contract quantities are not required to initiate interruptible Transportation Service. Contract quantities will be based upon daily scheduled nominations.

4. TERM OF AGREEMENT:

\_\_\_\_\_ to \_\_\_\_\_, and month to month thereafter, until terminated by either party upon thirty (30) days written notice.

5. RATES:

Maximum rates, charges, and fees shall be applicable for the quantities delivered pursuant to this Agreement unless Transporter and Shipper have agreed otherwise as referenced herein, or in writing or by Transporter's Internet website, that they have agreed otherwise.

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.

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 Transporter's Internet website. 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 Street, Suite 700  
Houston, Texas 77002-2700  
Attention: Commercial Operations

SHIPPER:

\_\_\_\_\_ (Shipper Name)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_ (City, State, Zip)

Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
FAX: \_\_\_\_\_  
E-mail: \_\_\_\_\_

INVOICES AND STATEMENTS:

\_\_\_\_\_ (Shipper Name)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_ (City, State, Zip)

Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
FAX: \_\_\_\_\_  
E-mail: \_\_\_\_\_

8. FURTHER AGREEMENT

(This part to be utilized when necessary to specify other provisions permitted to be negotiated by Transporter's Tariff. Write None or specify the agreement)

(for PTS-1 if applicable)

The transportation service provided under this Agreement may only be used to transport quantities of gas at Transporter's SE Gathering Area Receipt Points to Transporter's SE Headstation.

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: \_\_\_\_\_

TRANSPORTER: ANR Pipeline Company

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

FORM OF AGREEMENT  
(For use under Transporter's Rate Schedule IPLS)

Date: \_\_\_\_\_

Contract No.: \_\_\_\_\_

SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and \_\_\_\_\_ (Shipper name).

WHEREAS, Shipper has requested Transporter to park or loan Gas on its behalf and Transporter represents that it is willing to park or loan 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 Rate Schedule IPLS 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. GENERAL:

2.1 Transporter and Shipper agree that the term, Shipper's Maximum Quantity, parking and landing point(s), and other such terms as applicable for each transaction under this Agreement, shall be communicated by Transporter to Shipper in an Exhibit A to confirm such terms.

2.2 The terms of any such Exhibit A are hereby incorporated by reference in this Agreement. Transporter and Shipper agree that the terms of each Exhibit A, together with the terms and conditions of this Agreement, constitute a single Agreement and fully describe the service to be provided and the rights and obligations of Transporter and Shipper.

2.3 The service under this Agreement shall be conditioned upon the availability of capacity sufficient to provide the service without detriment or disadvantage to those customers of Transporter having a higher priority service.

2.4 Shipper warrants that the requisite upstream and downstream transportation arrangements to effectuate the service to be provided pursuant to this Agreement are in place, or will be in place as of the requested effective date of service.

3. TERM OF AGREEMENT:

\_\_\_\_\_ to  
\_\_\_\_\_, and month to month thereafter, until terminated by either party upon thirty (30) days written notice. The term of each transaction shall be specified in the applicable Exhibit A.

4. RATES:

Maximum rates, charges, and fees shall be applicable for the quantities parked and/or loaned pursuant to this Agreement unless Transporter and Shipper have agreed otherwise as set forth in an Exhibit A.

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.

5. 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.

6. 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 Transporter's Internet website. 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 Street, Suite 700  
Houston, Texas 77002-2700  
Attention: Commercial Operations

SHIPPER:

\_\_\_\_\_ (Shipper Name)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_ (City, State, Zip)  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
FAX: \_\_\_\_\_  
E-mail: \_\_\_\_\_

INVOICES AND STATEMENTS:

\_\_\_\_\_ (Shipper Name)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_ (City, State, Zip)  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
FAX: \_\_\_\_\_  
E-mail: \_\_\_\_\_

7. FURTHER AGREEMENT

(This part to be utilized when necessary to specify other provisions permitted to be negotiated by Transporter's Tariff. Write None or specify the agreement)

(if applicable)

The service provided under this Agreement may only be used to park or loan quantities of gas at Transporter's SE Headstation that have originated from Transporter's SE gathering receipt points.

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: \_\_\_\_\_

TRANSPORTER: ANR Pipeline Company

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Appendix B

## *ANR Pipeline Company Third Revised Volume No. 1*

### Marked Tariff

<b><u>Tariff Section</u></b>	<b><u>Version</u></b>
Part 3 – MAPS	v.2.0.0
6.2.6 – GT&C, Complaints	v.1.0.0
7.1 – Service Agreements, Transporter’s Firm Rate Schedules	v.7.0.0
7.2 – Service Agreements, Master Service Agreement	v.3.0.0
7.3 – Service Agreements, Associated Liquefiabiles Agreement	v.3.0.0
7.5 – Service Agreements, Transporter’s Interruptible Schedules	v.4.0.0
7.6 – Service Agreements, Transporter’s IPLS Rate Schedule	v.1.0.0

The currently effective system maps are available on ANR's Internet site at  
<http://ebb.anrpl.com/tariff/map/systemmap.htm>~~<http://anrebb.transcanada.com/tariff/map/systemmap.htm>~~.

### 6.2.6 Complaints.

In the event that a Shipper or potential Shipper has a complaint relative to service under this Tariff, the Shipper shall:

- (a) Provide a description of the complaint to Transporter, verbally or in writing, including the identification of the transportation request (if applicable); ~~communicated to Transporter.~~ Complaints should be directed to Transporter's Chief Compliance Officer (CCO). ~~Information regarding the~~ The CCO's appropriate contact information ~~personnel~~ is available via Transporter's Internet site.
- (b) Within forty-eight (48) hours, ~~or two business Days, whichever is later from the Day of receipt of a complaint~~, Transporter will respond initially to the complaint and Transporter shall respond in writing within thirty (30) Days advising Shipper or potential Shipper of the disposition of the complaint.

FORM OF AGREEMENT  
(For use under Transporter's Rate Schedules  
ETS, STS, FTS-1, FTS-2, FTS-3, FTS-4, FTS-4L, FSS,  
PTS-2 and NNS)

Date: \_\_\_\_\_

Contract No. \_\_\_\_\_

SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and \_\_\_\_\_ (Shipper name).

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: \_\_\_\_\_

3. CONTRACT QUANTITIES:

Receipt Points - see Exhibit attached hereto (if applicable).  
Delivery Points - see Exhibit attached hereto (if applicable).  
Primary Routes - see Exhibit attached hereto (if applicable).  
Contract Quantities - see Exhibit attached hereto (if applicable).

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.

(Optional for FSS and Transportation Agreements Used for Injection Into Storage)

Shipper desires to maintain the MDQ delivered to the city gate from storage in the event of a change in Transporter's Use %. Therefore, subject to available capacity, if Transporter's Use %, as stated in Transporter's Tariff changes, Transporter shall (a) make corresponding

changes to the MSQ, Base MDWQ and Base MDIQ of Shipper's FSS Agreement; and (b) if elected below, any necessary changes to the MDQ of the injection route(s) of a firm transport agreement(s), associated with such FSS Agreement. Shipper authorizes Transporter to make such quantity changes without formal amendment by providing to Shipper a revised Exhibit for each contract affected.

\_\_\_\_\_ Shipper elects changes per subpart (a) only.

\_\_\_\_\_ Shipper elects changes per subpart (a) and (b).

(if applicable)

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.

(if applicable)

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

4. TERM OF AGREEMENT:

\_\_\_\_\_ to  
\_\_\_\_\_

Right of First Refusal:

(whichever option is applicable)

Regulatory (in accordance with Section 6.22 of the General Terms and Conditions of Transporter's Tariff); (or)

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); (or)

Not Applicable to this Agreement.

(if applicable)

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.

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.

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 Transporter's Internet website. 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 Street, Suite 700  
Houston, Texas 77002-2700  
Attention: Commercial ~~Services~~Operations

SHIPPER:

\_\_\_\_\_ (Shipper Name)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_ (City, State, Zip)

Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
FAX: \_\_\_\_\_  
E-mail: \_\_\_\_\_



INVOICES AND STATEMENTS:

\_\_\_\_\_ (Shipper Name)

\_\_\_\_\_ (Address)

\_\_\_\_\_ (City, State, Zip)

Attention: \_\_\_\_\_

Telephone: \_\_\_\_\_

FAX: \_\_\_\_\_

E-mail: \_\_\_\_\_

8. FURTHER AGREEMENT

(This part to be utilized when necessary to specify other provisions permitted to be negotiated by Transporter's Tariff. Write None or specify the agreement)

(if applicable)

Pursuant to Section 5.5.4 of Rate Schedule FTS-3 of Transporter's Tariff, Shipper elects the short notice start-up and shut-down optional service.

(if applicable)

Pursuant to Section 5.5.5 of Rate Schedule FTS-3 of Transporter's Tariff, Shipper elects the variation of deliveries optional service.

(if applicable)

Pursuant to Section 6.3.2 of Transporter's Tariff, Transporter will make a Contribution in Aid of Construction subject to the terms and condition(s) as stipulated herein:

(if applicable)

Pursuant to Section 6.11 of Transporter's Tariff, Transporter and Shipper have mutually agreed to receipt and/or delivery pressure commitment(s) as stipulated herein:

(if applicable)

Pursuant to Section 6.18.12 of Transporter's Tariff, Transporter may restrict Shipper's ability to transfer any of its Working Storage Gas to another shipper or to Transporter during those periods when its Base MDWQ is equal to zero.

(if applicable)

Pursuant to Section 6.32 of Transporter's Tariff, Shipper elects the Reduction Option[s] under: \_\_\_\_\_ [Section 6.32.1-Loss of Load, or Section 6.32.2-Plant Outage, or Section 6.32.3-Regulatory Unbundling Order, or Section 6.32.4-Sole Supply Customer, or Section 6.32.5-Other Reduction Options (as further described below)]. To qualify for a reduction, Shipper must meet the notice, certification and/or other requirements stated in the tariff.

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: \_\_\_\_\_

TRANSPORTER: ANR Pipeline Company

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

MASTER SERVICE AGREEMENT  
FOR CAPACITY RELEASE TRANSACTIONS

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and \_\_\_\_\_ (Shipper).

WHEREAS, Shipper has requested Transporter to transport Gas on its behalf in the event that Shipper is awarded by Transporter capacity released on Transporter's system 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. SCOPE OF AGREEMENT:

Shipper and Transporter acknowledge that this is a Master Service Agreement entered into pursuant to Section 6.21.1.14 of Transporter's Tariff for the purpose of facilitating the capacity release process. Accordingly, Shipper agrees to be bound by the terms of its capacity release bid(s) if and when Transporter awards Shipper any such bid(s). Further, for each release transaction performed pursuant to this Agreement, Shipper agrees that, in addition to the terms and conditions of this Agreement, Shipper's rights under this Agreement shall not exceed those of the Releasing Shipper. Within one hour after Transporter has been notified of any release to Shipper, and of the term, maximum daily quantity, rate schedule, route, authority for Transportation Service, and other terms as applicable, for such release, Transporter shall issue a contract for the release transaction and shall confirm the release in writing ("Award Notice"). The terms of such Award Notice(s) are hereby incorporated by reference in this Agreement.

2. AUTHORITY FOR TRANSPORTATION SERVICE:

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

3. RATE SCHEDULE:

To be specified in the applicable Award Notice.

4. CONTRACT QUANTITIES:

To be specified in the applicable Award Notice.

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

5. TERM OF AGREEMENT:

\_\_\_\_\_ to  
\_\_\_\_\_, and month to month thereafter, until terminated by either party upon thirty (30) days written notice.

(The term of any release transaction under this Agreement shall be specified in the applicable Award Notice.)

6. RATES:

The reservation rate for all quantities of gas transported on the Primary Route and/or to any Secondary Receipt Point, any Secondary Delivery Point and any secondary route within the Primary Route rate zones up to the Primary Route MDQ(s) under this Agreement shall be as stated in the capacity release bid. In addition, Shipper will be charged the applicable base tariff Commodity rate, Volumetric Surcharges, ACA, fuel and any other related fees or surcharges.

All quantities associated with the release of capacity under this agreement (i.e., a rerelease) will be at the applicable rate(s) plus all other related fees, surcharges and fuel.

All quantities associated with Secondary Receipt Points, Secondary Delivery Points and secondary routes that use additional zone(s) will be at maximum tariff rates (unless Transporter shall agree otherwise) plus all other related fees, surcharges and fuel associated with the additional zone(s).

7. 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.

8. NOTICES:

Except insofar as the Award Notice must be confirmed in writing, 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 Transporter's Internet website. Shipper and 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 Street, Suite 700  
Houston, Texas 77002-2700  
Attention: Commercial ~~Services~~Operations

SHIPPER:

\_\_\_\_\_ (Shipper Name)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_ (City, State, Zip)  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
FAX: \_\_\_\_\_  
E-mail: \_\_\_\_\_

INVOICES AND STATEMENTS:

\_\_\_\_\_ (Shipper Name)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_ (City, State, Zip)  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
FAX: \_\_\_\_\_  
E-mail: \_\_\_\_\_

9. FURTHER AGREEMENT:

(This paragraph may address, inter alia, other terms and conditions of service to be determined in the Award Notice or any agency services that Shipper agrees Transporter shall provide.)

10. OPERATIONAL FLOW ORDERS

Shipper hereby guarantees to Transporter that each contract it has entered into in connection with the Gas to be transported under this Agreement contains a provision that permits Transporter to issue an effective Operational Flow Order pursuant to Section 6.8 of the

General Terms and Conditions of Transporter's Tariff. Shipper shall also guarantee for any supply contract for Gas that is transported via Viking Gas Transmission Company, that Transporter shall be designated a third party beneficiary.

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: \_\_\_\_\_

TRANSPORTER: ANR Pipeline Company

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ASSOCIATED LIQUEFIABLES AGREEMENT

This AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and \_\_\_\_\_ (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: Interruptible Transportation Service (ITS)

### 3. CONTRACT LOCATIONS:

To ensure accuracy in Transporter billing and invoicing for volumes transported hereunder, Transporter and Shipper hereby agree that this Agreement is to be used solely for the Transportation of quantities to the following locations, as applicable:

- (a) Plant Thermal Reduction (PTR) transported to the Processing Plant, Location ID \_\_\_\_\_;
- (b) Pipeline Condensate Reduction (PCR) transported to the Liquids Handling Facility, Location ID \_\_\_\_\_; and
- (c) Flash Gas transported to the stabilizer Flash Gas Meter, Location ID \_\_\_\_\_.

### 4. TERM OF AGREEMENT:

\_\_\_\_\_, 20\_\_ to \_\_\_\_\_, 20\_\_, and month to month thereafter, until terminated by either party upon thirty (30) days written notice.

5. RATES:

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter has advised Shipper in writing or by its Internet website that it has agreed otherwise.

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.

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 Transporter's Internet website. 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 Street, Suite 700  
Houston, Texas 77002-2700  
Attention: Commercial ~~Services~~[Operations](#)



SHIPPER:

\_\_\_\_\_ (Shipper Name)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_ (City, State, Zip)

Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
FAX: \_\_\_\_\_  
E-mail: \_\_\_\_\_

INVOICES AND STATEMENTS:

\_\_\_\_\_ (Shipper Name)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_ (City, State, Zip)

Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
FAX: \_\_\_\_\_  
E-mail: \_\_\_\_\_

8. FURTHER AGREEMENT:  
(Write None or specify the agreement)

9. ALLOCATIONS:

Producer Representative Designee shall calculate condensate allocations and provide to Transporter for use in its distribution of volumes to those producer/shippers who hold ANR Transportation contracts.

10. IMBALANCES

The calculation of imbalances for liquefiabiles is based on the difference between actual PTR reported by the plant and ANR's measured volume at receipt points where PTR replacement nominations are made.

It is the intent of the parties that Transporter be compensated in full for any reduction in BTUs in the Gas stream delivered to a processing plant attributable to processing PTR, for Flash Gas quantities allocated to Shipper, and for the Dekatherm equivalent of PCR allocated to Shipper. "Compensation in full for any reduction in BTUs" shall mean that all

PTR, PCR, or Flash Gas allocated to a Shipper shall be replaced by the Shipper or the corresponding plant in accordance with contractual obligations. Any losses that were not replaced within the month shall be cashed out in accordance with Section 6.15 of Transporter's Tariff.

Further, it is the intent of the parties that persons or entities use reasonable best efforts to minimize any daily imbalance by replacing PTR, PCR and Flash Gas quantities on a daily basis and when imbalances occur to resolve such imbalances as soon as practical during such month. When Shipper is advised by Transporter by EBB, e-mail or Fax to adjust nominations in order to resolve imbalances, Shipper will immediately comply with Transporter's request. "Immediately comply" shall mean an adjustment of Shipper's nominations, provision of an explanation as to why it cannot comply, or provision of Shipper's good faith explanation that plant conditions warrant no change pursuant to the notice provided to Shipper by Transporter. If Transporter finds the explanation unacceptable, Transporter will inform Shipper of such and Shipper shall have until the next available nomination cycle to adjust nominations or the resultant cashout imbalances will be subject to tiering in accordance with the Cashout provisions in Section 6.15 of Transporter's Tariff.

Provided that Shipper exercises reasonable best efforts to minimize daily imbalances as provided above, Transporter will waive daily and monthly scheduling penalties and monthly imbalances will be settled pursuant to Section 6.15 of Transporter's Tariff or such other written procedures as agreed to by Shipper and Transporter.

SHIPPER: \_\_\_\_\_

TRANSPORTER: ANR Pipeline Company

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

FORM OF AGREEMENT  
(For use under Transporter's Rate Schedules  
ITS, ITS-3, DDS, MBS, PTS-1, PTS-3 and IWS)

Date: \_\_\_\_\_

Contract No. \_\_\_\_\_

SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and \_\_\_\_\_ (Shipper name).

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: \_\_\_\_\_

3. CONTRACT QUANTITIES:

Contract quantities are not required to initiate interruptible Transportation Service. Contract quantities will be based upon daily scheduled nominations.

4. TERM OF AGREEMENT:

\_\_\_\_\_ to \_\_\_\_\_, and month to month thereafter, until terminated by either party upon thirty (30) days written notice.

5. RATES:

Maximum rates, charges, and fees shall be applicable for the quantities delivered pursuant to this Agreement unless Transporter and Shipper have agreed otherwise as referenced herein, or in writing or by Transporter's Internet website, that they have agreed otherwise.

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.

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 Transporter's Internet website. 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 Street, Suite 700  
Houston, Texas 77002-2700  
Attention: Commercial ~~Services~~Operations

SHIPPER:

\_\_\_\_\_ (Shipper Name)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_ (City, State, Zip)  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
FAX: \_\_\_\_\_  
E-mail: \_\_\_\_\_

INVOICES AND STATEMENTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
FAX: \_\_\_\_\_  
E-mail: \_\_\_\_\_

8. FURTHER AGREEMENT

(This part to be utilized when necessary to specify other provisions permitted to be negotiated by Transporter's Tariff. Write None or specify the agreement)

(for PTS-1 if applicable)

The transportation service provided under this Agreement may only be used to transport quantities of gas at Transporter's SE Gathering Area Receipt Points to Transporter's SE Headstation.

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: \_\_\_\_\_

TRANSPORTER: ANR Pipeline Company

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

FORM OF AGREEMENT  
(For use under Transporter's Rate Schedule IPLS)

Date: \_\_\_\_\_

Contract No.: \_\_\_\_\_

SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and \_\_\_\_\_ (Shipper name).

WHEREAS, Shipper has requested Transporter to park or loan Gas on its behalf and Transporter represents that it is willing to park or loan 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 Rate Schedule IPLS 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. GENERAL:

2.1 Transporter and Shipper agree that the term, Shipper's Maximum Quantity, parking and landing point(s), and other such terms as applicable for each transaction under this Agreement, shall be communicated by Transporter to Shipper in an Exhibit A to confirm such terms.

2.2 The terms of any such Exhibit A are hereby incorporated by reference in this Agreement. Transporter and Shipper agree that the terms of each Exhibit A, together with the terms and conditions of this Agreement, constitute a single Agreement and fully describe the service to be provided and the rights and obligations of Transporter and Shipper.

2.3 The service under this Agreement shall be conditioned upon the availability of capacity sufficient to provide the service without detriment or disadvantage to those customers of Transporter having a higher priority service.

2.4 Shipper warrants that the requisite upstream and downstream transportation arrangements to effectuate the service to be provided pursuant to this Agreement are in place, or will be in place as of the requested effective date of service.

3. TERM OF AGREEMENT:

\_\_\_\_\_ to  
\_\_\_\_\_, and month to month thereafter, until terminated by either party upon thirty (30) days written notice. The term of each transaction shall be specified in the applicable Exhibit A.

4. RATES:

Maximum rates, charges, and fees shall be applicable for the quantities parked and/or loaned pursuant to this Agreement unless Transporter and Shipper have agreed otherwise as set forth in an Exhibit A.

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.

5. 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.

6. 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 Transporter's Internet website. 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 Street, Suite 700  
Houston, Texas 77002-2700  
Attention: Commercial ~~Services~~Operations

SHIPPER:

\_\_\_\_\_ (Shipper Name)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_ (City, State, Zip)  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
FAX: \_\_\_\_\_  
E-mail: \_\_\_\_\_

INVOICES AND STATEMENTS:

\_\_\_\_\_ (Shipper Name)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_ (City, State, Zip)  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
FAX: \_\_\_\_\_  
E-mail: \_\_\_\_\_

7. FURTHER AGREEMENT

(This part to be utilized when necessary to specify other provisions permitted to be negotiated by Transporter's Tariff. Write None or specify the agreement)

(if applicable)

The service provided under this Agreement may only be used to park or loan quantities of gas at Transporter's SE Headstation that have originated from Transporter's SE gathering receipt points.



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: \_\_\_\_\_

TRANSPORTER: ANR Pipeline Company

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_