



October 31, 2012

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

ANR Pipeline Company
717 Texas Street, Suite 2400
Houston, Texas 77002-2761

John A. Roscher
Director, Rates & Tariffs

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

Re: ANR Pipeline Company
Agreement with Non-conforming Provisions
Docket No. RP13-_____

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 the tariff record listed in Appendix A to be housed in its FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”). The tariff record includes one (1) Rate Schedule FTS-1 (“FTS-1”) service agreement (the “Agreement”), entered into between ANR and Centra Gas Manitoba Inc. (“Centra”), that contains a provision that deviates from ANR’s *pro forma* form of service agreement (“PFSA”).² ANR requests that the Commission approve the tariff record to become effective November 1, 2013.

Correspondence

The names, titles, mailing address, 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 (2012).

² *Electronic Tariff Filings*, 124 FERC ¶ 61,270 (2008) (“Order No. 714”). Order No. 714 at P 42 states that “...non-conforming service agreements need not be divided, but can be filed as entire documents.” ANR has elected to file the Agreement, which deviates from PFSA Part 1-Service Agreements, Transporter’s Firm Rate Schedules of its Tariff, as a whole document, in PDF format.

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Director, Rates and Tariffs
* Joan F. Collins
Manager, Tariffs and Compliance
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* Persons designated for official service pursuant to Rule 2010.

Statement of the Nature, Reasons and Basis for Filing

Background

On September 22, 1992, in Docket Nos. CP91-1616-000, *et al.*, the Commission certificated the construction of facilities by ANR for the purpose of providing transportation and storage services to Centra.³ Concurrently, in the same dockets, the Commission authorized Great Lakes Gas Transmission Limited Partnership (“Great Lakes”) to construct facilities and provide case-specific certificated transportation service to ANR to facilitate ANR’s service to Centra.⁴ Under the certificated transportation arrangement on Great Lakes, ANR was able to deliver gas in and out of ANR’s storage facilities to effectuate service to Centra. ANR’s storage fields and transmission facilities interconnect with Great Lakes along various parts of the Great Lakes system, resulting in multiple locations where storage gas can be delivered and/or received. To facilitate ANR’s operation of its storage complex on an integrated basis, the certificated arrangement provided ANR with the flexibility to deliver gas to Great Lakes at several of these interconnection points.⁵

³ *ANR Pipeline Company and Great Lakes Gas Transmission Limited Partnership*, 60 FERC ¶ 61,269 (1992) (final order including environmental determination and issuing certificates). See also, *ANR Pipeline Company and Great Lakes Gas Transmission Limited Partnership*, 58 FERC ¶ 61,080 (1992) (order setting forth preliminary determination) (the “Preliminary Determination”).

⁴ *Id.*

⁵ Preliminary Determination at 61,277 n. 7. The Preliminary Determination recognized that ANR would deliver gas to Great Lakes during the winter period at Great Lakes’ receipt points located at Farwell, South Chester, Capac, Muttonville, and Deward, Michigan.

On August 27, 2004, in Docket No. RP04-505-000, ANR filed an FTS-1 service agreement which facilitated the restructuring of the transportation service originally provided to Centra by allowing Centra to contract separately for transportation service on ANR and Great Lakes. The resulting FTS-1 service agreement between ANR and Centra was filed with the Commission in Docket No. RP04-505-000 as it contained a non-conforming provision that permitted ANR to deliver gas to any of several points of interconnection on Great Lakes' system, at ANR's sole option. On September 24, 2004, the Commission accepted the agreement, as proposed.⁶

Instant Filing

ANR and Centra have entered into the Agreement to replace the FTS-1 agreement approved by the Commission in Docket No. RP04-505-000, which is set to expire on March 31, 2013, under its own terms. To preserve the flexibility wherein ANR may deliver gas to points of interconnection on Great Lakes of its own choosing, Article 8-Further Agreement of the Agreement states as follows:

Transporter shall have the right, at its sole option, to make deliveries, during the months of November through March, to Great Lakes at either Deward (ID: 40785) or Farwell (ID: 11616) as permitted under Shipper's transportation agreement with Great Lakes.

This provision will allow ANR to continue to efficiently utilize its storage and transmission assets by withdrawing gas from different fields during the winter withdrawal cycle and by having that gas delivered to the points on Great Lakes' system that prove most beneficial to the operation of ANR's system at that time.⁷ Given the operational benefits that result from this arrangement, ANR will offer the same flexibility for any similarly situated shippers holding firm capacity on the Great Lakes system at multiple points of interconnection with ANR's various storage and transmission assets. Furthermore, the provision is nearly identical to that accepted previously by the Commission in Docket No. RP04-505-000.

⁶ ANR Pipeline Company, Docket No. RP04-505-000 (September 24, 2004) (unpublished Director's letter order).

⁷ Pursuant to Great Lakes' tariff, Centra's service agreement with Great Lakes will permit Centra to receive gas at these same receipt points.

Section 154.112(b) of the Commission's regulations provides that contracts for service pursuant to Part 284 that deviate in any material aspect from the pipeline's form of service agreement must be filed with the Commission as a non-conforming agreement. The provision from Article 8-Further Agreement of the Agreement referenced above deviates from ANR's PFSA, but it does not affect the substantive rights of the parties. For the reasons cited above, ANR respectfully requests that the Commission find this deviation to be immaterial, and accept the Agreement to become effective November 1, 2013. However, in the event the Commission finds that the provision represents a material deviation under Commission policy, ANR respectfully requests that the Commission accept and approve the deviation as of the effective date of the Agreement, in as much as it does not change the conditions under which service is provided or present a risk of undue discrimination.

Pursuant to Sections 154.112(b) and 154.201 of the Commission's regulations, ANR is including the Agreement in its entirety, in Appendix A, as tariff record 10.23 (Non-Conforming Agreements). A marked version of the Agreement is provided in Appendix C.

Effective Date and Request for Waiver

ANR is requesting that the Commission approve the Agreement to become effective November 1, 2013. ANR further respectfully requests waiver of the Commission's notice requirements⁸ such that the Agreement may be filed with the Commission more than 60 days prior to its proposed effective date.⁹ Such a waiver will assist Centra by mitigating any uncertainties surrounding their portfolio of gas transportation, storage and supply service contracts as early as practicable prior to the 2013 storage injection season.

Other Filings Which May Affect This Proceeding

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

⁸ 18 C.F.R. Section 154.207 (2012).

⁹ Subsequent to Commission approval of the Agreement, ANR will file with the Commission revised tariff Sections 1 – Table of Contents and 6.28 – GT&C, Non-conforming Agreements to reflect the Agreement in ANR's Tariff, consistent with the Commission's notice requirements at 18 C.F.R. Section 154.207 (2012), and reference requirements at 18 C.F.R. Section 154.112(b) (2012).

Contents of Filing

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

- 1) This transmittal letter;
- 2) A clean tariff record (Appendix A); and
- 3) A marked Agreement (Appendix B).

Certificate of Service

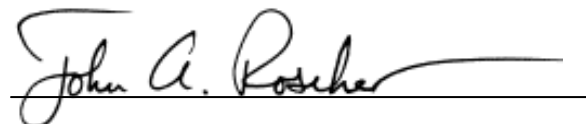
As required by Sections 154.7(b) and 154.208 of the Commission's regulations, copies of this filing are being served on all of ANR's existing customers and interested state regulatory agencies. A copy of this letter, together with the other attachments, is available during regular business hours for 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 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
Clean Tariff Record

Tariff Record

Section 10 - Non-Conforming Agreements

<u>Tariff Record</u>	<u>Shipper</u>	<u>Rate Schedule</u>	<u>Agreement</u>	<u>Version</u>
10.23	Centra Gas Manitoba, Inc.	FTS-1	#120592	v.0.0.0

Firm Transportation Service Agreement
Rate Schedule FTS-1

Centra Gas Manitoba, Inc.
(#120592)

Agreement Effective Date: November 1, 2013

Date: April 04, 2012

Contract No.: 120592

FTS - 1 SERVICE AGREEMENT

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

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

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

1. AUTHORITY FOR TRANSPORTATION SERVICE:

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

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

3. CONTRACT QUANTITIES:

Primary Routes- see Exhibit attached hereto

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

4. TERM OF AGREEMENT:

November 01, 2013 to

March 31, 2020

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

Date: April 04, 2012

Contract No.: 120592

5. RATES:

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

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

- A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Monthly Reservation Rate of \$0.3040 per dth and the applicable Commodity Rate. This rate shall be inclusive of any other adjustments or surcharges under Transporter's FERC Gas Tariff, not to exceed the total of Transporter's Maximum Reservation, Commodity and applicable surcharge rates. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's FERC Gas Tariff.

Secondary Receipt(s): None
Secondary Delivery(ies): Farwell (11616)

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

Date: April 04, 2012

Contract No.: 120592

agreed overall rate, as long as none of the resulting rate components exceeds the Maximum Rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission Order accepts revised tariff sheet rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates, which ultimately are found to be just and reasonable.

6. INCORPORATION BY REFERENCE:

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

7. NOTICES:

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

TRANSPORTER:

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

Date: April 04, 2012

Contract No.: 120592

SHIPPER:

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

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

INVOICES AND STATEMENTS:

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

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

8. FURTHER AGREEMENT:

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

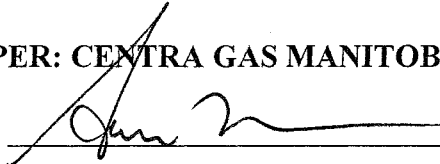
Transporter shall have the right, at its sole option, to make deliveries, during the months of November through March, to Great Lakes at either Deward (ID: 40785) or Farwell (ID: 11616) as permitted under Shipper's transportation agreement with Great Lakes.

Date: April 04, 2012

Contract No.: 120592

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

SHIPPER: CENTRA GAS MANITOBA INC.

By: 

Title: President & CEO

Date: September 12, 2012

TRANSPORTER: ANR PIPELINE COMPANY

By: 

Title: Agent and Attorney-in-Fact

Date: 10/3/12

Ob
10/1/12 *JEP*
10/3/12

Legal
DAH
6/12/12

MAB
6/12/12

JEP
6/12/12 *cc*
10/2/12

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

Contract No: 120592
Rate Schedule: FTS-1
Contract Date: April 04, 2012
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2019	40785 DEWARD - GREAT LAKES - D TO: March 31, 2020	0	204363	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2019	40785 DEWARD - GREAT LAKES - D TO: October 31, 2019	No Service		
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2018	40785 DEWARD - GREAT LAKES - D TO: March 31, 2019	0	204363	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2018	40785 DEWARD - GREAT LAKES - D TO: October 31, 2018	No Service		
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2017	40785 DEWARD - GREAT LAKES - D TO: March 31, 2018	0	204363	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2017	40785 DEWARD - GREAT LAKES - D TO: October 31, 2017	No Service		
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2016	40785 DEWARD - GREAT LAKES - D TO: March 31, 2017	0	204363	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2016	40785 DEWARD - GREAT LAKES - D TO: October 31, 2016	No Service		
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2015	40785 DEWARD - GREAT LAKES - D TO: March 31, 2016	0	204363	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2015	40785 DEWARD - GREAT LAKES - D TO: October 31, 2015	No Service		
153808 ANRPL STORAGE FACILITIES	40785 DEWARD - GREAT LAKES - D	0	204363	0

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

Contract No: 120592
Rate Schedule: FTS-1
Contract Date: April 04, 2012
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
FROM: November 01, 2014	TO: March 31, 2015			
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2014	40785 DEWARD - GREAT LAKES - D TO: October 31, 2014		No Service	
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2013	40785 DEWARD - GREAT LAKES - D TO: March 31, 2014	0	204363	0

Appendix B
ANR Pipeline Company
Marked Agreement

- 1) Centra Gas Manitoba, Inc.
Rate Schedule FTS-1 Service Agreement (#120592)

Date: April 04, 2012

Contract No.: 120592

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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:

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March 31, 2020

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.

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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 \$0.3040 per dth and the applicable Commodity Rate. This rate shall be inclusive of any other adjustments or surcharges under Transporter's FERC Gas Tariff, not to exceed the total of Transporter's Maximum Reservation, Commodity and applicable surcharge rates. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's FERC Gas Tariff.

Secondary Receipt(s): None
Secondary Delivery(ies): Farwell (11616)

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

- 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,

Date: April 04, 2012

Contract No.: 120592

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.

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CENTRA GAS MANITOBA INC.
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8. FURTHER AGREEMENT

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

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SHIPPER: CENTRA GAS MANITOBA INC.

By: _____

Title: _____

Date: _____

TRANSPORTER: ANR PIPELINE COMPANY

By: _____

Title: Agent and Attorney-in-Fact

Date: _____

PRIMARY ROUTE EXHIBIT
To Agreement Between
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