

July 16, 2010

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

ANR Pipeline Company Re: Docket No. RP10-Change in FERC Gas Tariff

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act and Subpart C of Part 154 of the regulations of the Federal Energy Regulatory Commission ("FERC" or "Commission"),¹ ANR Pipeline Company ("ANR") respectfully submits for filing the tariff sheets listed in Appendix A to be part of its FERC Gas Tariff, Original Volume No. 1 ("Tariff"). These revised tariff sheets are being submitted to roll the Cold Springs 1 Storage Facility ("Cold Springs 1") fuel use and electric power costs into ANR's general system storage fuel rates. ANR requests that the Commission accept the tariff sheets listed in Appendix A to become effective August 1, 2010.

Correspondence

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

M. Catharine Davis* Associate General Counsel **ANR** Pipeline Company P.O. Box 2446 Houston, Texas 77252-2446 Tel. (832) 320-5509 Fax (832) 320-5555 catharine_davis@transcanada.com

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* Persons designated for official service pursuant to Rule 2010.

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¹ 18 C.F.R. § 154.204 (2010).

Statement of Nature, Reasons and Basis for Filing

On July 1, 2010, in Docket No. RP09-428-000, et al., the Commission issued an Order on Compliance Filings² which permits ANR to roll in the Cold Springs 1 fuel use and electric power costs ("EPC") into its general system storage rates on a prospective basis.³ As more fully described below, ANR is submitting the instant filing to re-determine its general system storage Transporter's Use (%) on a rolled-in basis, to establish a rolled-in storage EPC Charge, and to make the necessary changes in ANR's Tariff to reflect these storage rate changes. ANR respectfully requests that the Commission accept the proposed tariff sheets submitted herein to become effective August 1, 2010.

Background

Prior to placing the Cold Springs 1 storage facility into service, ANR operated its storage fields on an integrated basis subject to a rolled-in fuel charge. Cold Springs 1 began operating in April 2008, utilizing electric powered compression and natural gas fueled ancillary facilities. In the Cold Springs 1 certificate proceeding, the Commission rejected ANR's proposal to design and track the fuel and EPC charges on a rolled-in basis,⁴ but indicated that once actual operational data was available, ANR could propose to roll in an appropriate portion of those fuel and EPC costs to the extent it could demonstrate the system benefit provided by the facility.⁵

ANR's February 27, 2009, filing in Docket No. RP09-428-000 was its first fuel filing made after placing Cold Springs 1 in service and included significantly increased Cold Springs 1 fuel and EPC charges, as well as a new charge for in-field transfers between Cold Springs 1 and ANR's other storage facilities. The Commission, in its March 2010 Order⁶ issued in response to the February 27 filing, stated its concern that unintended negative operational and economic consequences had resulted from its decision in the 2007 Certificate Order and directed the parties to file comments on whether to roll in such costs.⁷ On the basis of comments filed by ANR regarding its actual experience operating Cold Springs 1, the Commission, in its July 2010 Order, determined that ANR's compliance with the Cold Springs 1 incremental fuel and EPC design requirements had significantly limited ANR's ability to use the facility to provide system-wide operational benefits and that the unique

² ANR Pipeline Co., 132 FERC ¶ 61,002 (2010) ("July 2010 Order").

³ *Id.* at Paragraph 19.

⁴ Section 37 of the General Terms and Conditions ("GT&C") of ANR's Tariff authorizes it to track and annually revise the fuel retention percentages and EPC Charge for transportation and storage services provided to its general system and Cold Springs 1 shippers, effective April 1 of each year.

⁵ ANR Pipeline Co., 119 FERC ¶ 61,220 (2007) (2007 Certificate Order), *reh'g denied*, 122 FERC ¶ 61,061 (2008). ⁶ ANR Pipeline Co., 130 FERC ¶61,229 (2010) ("March 2010 Order").

operating characteristics of the facility sufficiently demonstrated that ANR's system would benefit from its full integration, which could only be made possible by rolling in the facility's fuel and EPC costs. The Commission further noted that no system-wide storage shipper had protested the proposed roll-in in any proceeding to date.⁸ Accordingly, the Commission concluded that it will permit Cold Springs 1 fuel and EPC costs to be designed prospectively on a rolled-in basis and that ANR may file tariff revisions to implement such roll-in.⁹

Instant Filing

Pursuant to the July 2010 Order, ANR is submitting in the instant filing proposed tariff sheets which reflect the changes necessary to roll the fuel use and electric power costs associated with Cold Springs 1 into ANR's general system storage Transporter's Use (%) and into a general system storage EPC Charge, respectively. Calculations in support of the rolled-in rates are shown in Appendix C, Attachments 1 and 2. The basis for the proposed rolled-in storage Transporter's Use (%) and EPC Charge are the general system and Cold Springs 1 storage rate derivations submitted by ANR in its most recent 2010 fuel re-determination filings in the Docket No. RP10-451-000 proceedings.¹⁰ As such, the data previously utilized to calculate the currently effective storage fuel rates for the general system and for Cold Springs 1 have been utilized herein to design the proposed rolled-in Transporter's Use (%) and EPC Charge.

As shown in Appendix C, Attachment 1, the currently effective general system Transporter's Use (%) of 0.81% and the currently effective Cold Springs 1 Transporter's Use (%) of 1.50% equate to 0.84% on a rolled-in basis. As shown on Attachment 2, the currently effective Cold Springs 1 EPC Charge of \$0.1877 per Dth equates to \$0.0067 per Dth on a rolled-in basis. The proposed Transporter Use (%) is reflected on Twenty-Ninth Revised Sheet No. 19 and the proposed EPC Charge is reflected on Sixth Revised Sheet No. 19A.

⁷ Comments were filed by ANR; Indicated Shippers on behalf of Chevron U.S.A. and ConocoPhillips Company; Southwest Energy, L.P.; Nexen Marketing U.S.A. Inc.; and ONEOK Energy Services Company, L.P. Southwest Energy also filed reply comments.

⁸ July 2010 Order at P 18.

⁹ July 2010 Order at P 19.

¹⁰ For the general system, ANR utilized the Derivation of Transporter's Use for Storage (Attachment 1, Page 6) filed in Docket No. RP10-451-000 on March 1, 2010. See *ANR Pipeline Co.*, 130 FERC ¶61,266 (2010). For Cold Springs 1, ANR utilized the Derivation of Transporter's Use (%) (Attachment 3, Page 1) and the Derivation of EPC Charge (Attachment 4, Page 1) filed in Docket No. RP10-451-001 on April 28, 2010. See *ANR Pipeline Co.*, Docket No. RP10-451-001 (May 28, 2010) (unpublished letter order).

Consistent with the storage fuel rate revisions made on Sheet Nos. 19 and 19A discussed above, ANR updated storage fuel rate references elsewhere in its Tariff.¹¹ Consistent with the July 2010 Order, which permitted ANR to roll-in the Cold Springs 1 fuel costs, ANR is also proposing to eliminate from Section 18.12 of its GT&C language which allows ANR to assess fuel on in-field transfers.¹² Such language was previously approved by the Commission in its March 2010 Order, but is no longer applicable given the rolled-in treatment of Colds Springs 1 fuel costs. Finally, ANR is proposing modifications to Section 37 of its GT&C, Transporter's Use and EPC Adjustments, to eliminate references to a separately determined Cold Springs 1 Transporters Use (%) and EPC Charge.¹³

Effective Date and Request for Waiver

ANR requests that the Commission accept the tariff sheets listed in Appendix A to become effective August 1, 2010. Furthermore, ANR respectfully requests that the Commission grant all waivers of its regulations and ANR's Tariff necessary to accept this filing and approve the tariff sheets to be effective August 1, 2010.

Other Filings Which May Affect This Proceeding

ANR's most recent fuel re-determination filing was submitted in Docket No. RP10-451-000 and approved by the Commission subject to refund and conditions on March 31, 2010. As such, any further action by the Commission in that proceeding could potentially have an impact on tariff revisions proposed herein.

Material Enclosed

In accordance with 18 C.F.R. Section 154.7, ANR is submitting the following, including an Original and five (5) copies of items 1-4:

- 1. This transmittal letter;
- 2. The revised tariff sheets listed in Appendix A;
- 3. A redlined version of the tariff sheets in Appendix B;
- 4. Workpapers in support of the proposed changes in Appendix C; and
- 5. An electronic version of the tariff sheets on a 3 ¹/₂-inch diskette.

¹¹ Specifically, ANR is proposing revisions to Sheet No. 10A, Sheet No. 49 and Sheet No. 53. ¹² Specifically, ANR is proposing to eliminate language from Sheet Nos. 10A, 19 and 149.

¹³ Specifically, ANR is proposing revisions to Sheet No. 196, Sheet No. 196.01 and Sheet No. 196.02.

Certificate of Service

Pursuant to Rule 2010 of the Commission's Rules of Practice and Procedure, 18 C.F.R Section 385.2010, a copy of this filing, together with all enclosures except for the computer diskette is being served upon all jurisdictional customers and interested state regulatory agencies.

In accordance with 18 C.F.R. Section 154.4 and Rule 2011(c)(5) of the Commission's Rules of Practice and Procedure, 18 C.F.R. Section 385.2011(c)(5), the undersigned states that the paper copies of this filing and electronic medium enclosed herewith contain the same information; that the undersigned knows the contents of the paper copies and the electronic medium; that the contents as stated in the copies and the electronic medium are true to the best knowledge and belief of the undersigned; and that the undersigned possesses the full power and authority to sign this filing.

Any questions regarding this filing may be directed to Joan Collins at (832) 320-5651.

Respectfully submitted,

John a. Roscher

John A. Roscher Director, Rates and Tariffs

Enclosures

APPENDIX A

Fourth Revised Sheet No. 10A Twenty-Ninth Revised Sheet No. 19 Sixth Revised Sheet No. 19A Eighth Revised Sheet No. 49 Fourth Revised Sheet No. 53 Eighth Revised Sheet No. 149 Fifth Revised Sheet No. 196 Third Revised Sheet No. 196.01 First Revised Sheet No. 196.02

RATE SCHEDULE FSS RESERVATION AND COMMODITY CHARGES FIRM STORAGE SERVICE 1/ 3/							
APPLICABLE TO CUSTOMERS UTILIZING CAP	ACITY PURSUANT TO IN	CREMENTAL FACILI	TY EXPANSIONS:				
Docket No. CP06-464 (Cold Springs 1 S							
		Minimum Rate per Dth	Maximum Daily Capacity Release Rate per Dth				
With Ratchets and Seasonal Entitleme							
 Reservation Rate Deliverability Rate Capacity Rate Commodity Rate Injection/Withdrawal Overrun Service Rate With Patchete and Elevible Entitlement 	\$ 2.28 \$.4818 \$ 0.0126 2/	\$ 0 \$ 0 \$ 0.0126 \$ 0.0126	\$ 0.0750 \$ 0.0013				
With Ratchets and Flexible Entitlemen							
 Reservation Rate a. Deliverability Rate b. Capacity Rate Commodity Rate Injection/Withdrawal Overrun Service Rate 	·	\$ 0 \$ 0 \$ 0.0126 \$ 0.0126	\$ 0.0881 \$ 0.0013				
Without Ratchets and Seasonal Entitle							
 Reservation Rate a. Deliverability Rate b. Capacity Rate Commodity Rate Injection/Withdrawal Overrun Service Rate 	\$ 2.85 \$.4818 \$ 0.0126 2/	\$ 0 \$ 0 \$ 0.0126	\$ 0.0937 \$ 0.0013				
3. Overrun Service Rate	27	\$ 0.0126					
Without Ratchets and Flexible Entitle							
 Reservation Rate a. Deliverability Rate b. Capacity Rate Commodity Rate Injection/Withdrawal Overrun Service Rate 	\$ 3.25 \$.4818 \$ 0.0126 2/	\$ 0 \$ 0 \$ 0.0126 \$ 0.0126	\$ 0.1068 \$ 0.0013				
RATE SCHEDULE DDS 1/							
1. Storage Commodity Rate	\$.0993	\$ 0.0126					
 The rates shown are subject to all applicable reservation and volumetric charges or surcharges under Section 24 of the General Terms and Conditions of this Tariff. Sheet No. 17 reflects the applicable charges and surcharges under this Section. 100% load factor rate, which is the sum of (a) the product of (1) the Deliverability Reservation Rate, (2) twelve, and (3) the Base Maximum Daily Withdrawal Quantity divided by the Maximum Storage Quantity, (b) the Capacity Reservation Rate and (c) the Injection/Withdrawal Commodity Rate. Applicable Transporter's Use (%) and EPC Charge for Rate Schedule FSS are stated on Sheet No. 19 and 19A. 							

Issued by: John A. Roscher, Director of Rates & Tariffs Issued on: July 16, 2010 Effective on: August 1, 2010

ANR PIPELINE COMPANY TRANSPORTER'S USE (%)

1. For all transmission Transportation Services in Volume Nos. 1 and 2:

	(PERCENTAGE) SOUTHEAST SOUTHWEST			2			
TO:	S.E. AREA	SEGMENT		S.W. AREA	SEGMENT		NORTHERN SEGMENT
 FROM:	(SE)	(ML-2)	(ML-3)	(SW)	(ML-5)	(ML-6)	(ML-7)
SOUTHEAST AREA (SE)	0.27	1.62	2.74	1.02	1.85	3.23	3.23
S.E. SOUTHERN SEGMENT (ML-2)		1.47	2.59	0.87	1.70	3.08	3.08
S.E. CENTRAL SEGMENT (ML-3)			1.24	0.00	0.35	1.73	1.73
SOUTHWEST AREA (SW)	0.69	2.04	3.16	0.46	1.29	2.67	3.16
S.W. SOUTHERN SEGMENT (ML-5)	0.35	1.70	2.82		0.95	2.33	2.82
S.W. CENTRAL SEGMENT (ML-6)		0.87	1.99			1.50	1.99
NORTHERN SEGMENT (ML-7)			0.61			0.61	0.61

NOTES:

- (a) There will be no charge for Transporter's Use on Backhauls, services performed within any Hub, or services under Rate Schedule IPLS.
 - (b) The areas and segments listed above are defined in Section 1 of the General Terms and Conditions of this Tariff, and are illustrated on the system map on Sheet No. 4.
- For Rate Schedules FSS, STS, MBS and DDS storage services, and variance quantities pursuant to Rate Schedules FTS-3 and ITS-3, Transporter's Use (%): 0.84%.
- In the case of any Shipper that purchases Gas from a Pooler, the provisions of Rate Schedules PTS-1, PTS-2 and PTS-3 shall be applicable.
- 4. For services provided on the 12-mile lateral located between the Link Meter Station and the Corunna Interconnect Point in St. Clair, Michigan, Shippers will not be charged a Transporter's use % but will be charged a lost and unaccounted (%) of: 0.12%

ANR PIPELINE COMPANY EPC CHARGE

1. For all transmission Transportation Services in Volume Nos. 1 and 2:

(DOLLARS PER DTH)

	SOUTHEAST						
TO:		SOUTHERN SEGMENT	CENTRAL SEGMENT	S.W. AREA	SOUTHERN SEGMENT	CENTRAL SEGMENT	NORTHERN SEGMENT
	(SE)	(ML-2)	(ML-3)	(SW)	(ML-5)	(ML-6)	(ML-7)
FROM:							
SOUTHEAST AREA (SE)	\$0.0000	\$0.0000	\$0.0000	\$0.0002	\$0.0002	\$0.0002	\$0.0002
S.E. SOUTHERN SEGMENT (ML-2)		\$0.0000	\$0.0000	\$0.0002	\$0.0002	\$0.0002	\$0.0002
S.E. CENTRAL SEGMENT (ML-3)			\$0.0000	\$0.0002	2 \$0.0002	\$0.0002	\$0.0002
SOUTHWEST AREA (SW)	\$0.0002	\$0.0002	\$0.0002	\$0.000	\$0.0000	\$0.0000	\$0.0002
S.W. SOUTHERN SEGMENT (ML-5)	\$0.0002	\$0.0002	\$0.0002		\$0.0000	\$0.0000	\$0.0002
S.W. CENTRAL SEGMENT (ML-6)		\$0.0002	\$0.0002			\$0.0000	\$0.0002
NORTHERN SEGMENT (ML-7)			\$0.0002			\$0.0002	\$0.0002

 For Rate Schedules FSS, STS, MBS and DDS storage services, and variance quantities pursuant to Rate Schedules FTS-3 and ITS-3, the applicable storage EPC Charge is \$0.0067.

NOTES:

- There will be no charge for Transporter's EPC on Backhauls, services performed within any Hub, services under Rate Schedule IPLS, or services provided on the 12-mile lateral located between the Link Meter Station and the Corunna Interconnect Point in St. Clair, Michigan.
- 2. The areas and segments listed above are defined in Section 1 of the General Terms and Conditions of this Tariff, and are illustrated on the system map on Sheet No. 4.
- In the case of any Shipper that purchases Gas from a Pooler, the provisions of Rate Schedules PTS-1, PTS-2 and PTS-3 shall be applicable.

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RATE SCHEDULE FSS FIRM STORAGE SERVICE (Continued)

during the Withdrawal Period or withdraw quantities of Gas for Shipper on any Day during the Injection Period. Shipper may request Transporter to accept deliveries of quantities of Gas in excess of the MSQ during any Injection Period and Shipper may request Transporter to redeliver quantities of Gas in excess of the MSQ or Working Storage Gas during any Withdrawal Period provided, however, that at no time may Shipper's Working Storage Gas exceed Shipper's MSQ. Transporter may do so on an interruptible basis if it can do so without adverse effect on Transporter's operations or its ability to meet all of its other firm service obligations. Shipper may nominate on an interruptible basis for the redelivery of any quantities of Gas which have been provided to Shipper in excess of Working Storage Gas, in accordance with Section 6 of these General Terms and Conditions of this Tariff; however, Shipper shall be required to return all such quantities commencing within forty-eight (48) hours of notification by Transporter to do so unless Transporter in its reasonable discretion determines that a longer period is operationally feasible. For each Dth of such Gas that Shipper shall not return to Transporter as expressly required pursuant to this Section 3.4, Shipper shall be subject to a penalty rate equal to twelve (12) times the sum of the maximum applicable FSS Deliverability and Capacity Reservation Rates.

- 3.5 Overrun Service Charge. The applicable Overrun Service Rate shall be paid for each Dekatherm of Gas which is injected or withdrawn on behalf of Shipper during the Month pursuant to Section 3.4 of this Rate Schedule unless such overrun service, with Transporter's concurrence, is makeup of quantities of Gas that Transporter previously failed to inject into storage or withdraw from storage. The formula for calculating the applicable Rate Schedule FSS Overrun Service Rate is stated on Sheet No. 10 or 10A.
- 3.6 Fuel and Electric Power Cost Reimbursement. Shipper shall furnish at the Point(s) of Injection/Withdrawal, for each Dekatherm injected, the Transporter's Use and EPC Charge utilizing the applicable Rate Schedule FSS Transporter's Use (%) and EPC Charge set forth on Sheet No. 19 or 19A.

RATE SCHEDULE DDS DEFERRED DELIVERY SERVICE (Continued)

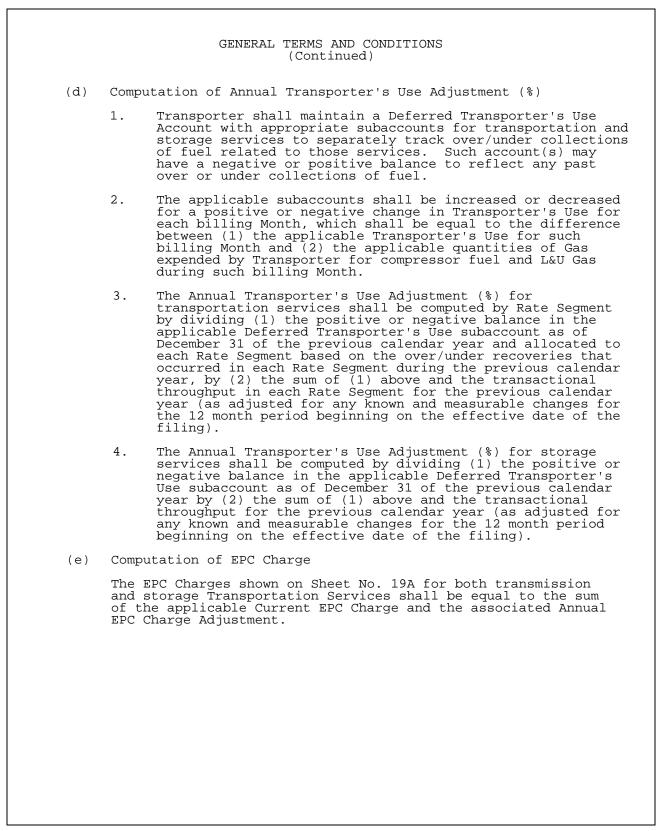
and Conditions. Transporter may, if storage capacity is needed to meet its firm obligations, require Shipper to withdraw all Rate Schedule DDS quantities held in storage by Transporter for or on behalf of Shipper within forty-five (45) Days of such notice; provided, however, if Transporter is unable to provide Transportation under a Transportation Agreement, then such forty-five (45) Day period will be extended by one Day for each Day Transporter is unable to render Transportation. The Maximum Storage Quantity shall be specified in the executed Agreement.

3. CHARGES

Each Month Shipper shall pay to Transporter the following charges:

- 3.1 Interruptible Service Commodity Charge. A Storage Commodity Rate set forth on Sheet No. 10 shall be paid on the average Dekatherms of Working Storage Gas which are stored for or on behalf of Shipper during the Month.
- 3.2 Other Applicable Charges or Surcharges. All applicable reservation and volumetric charges or surcharges, as provided for under Sections 24 and 29 of the General Terms and Conditions of this Tariff, for each Dekatherm of Gas Delivered Hereunder. Such charges or surcharges are shown on Sheet No. 17. Such surcharges shall not be applicable if paid on related Transportation Service.
- 3.3 Fuel and Electric Power Cost Reimbursement. Shipper shall furnish at the Point(s) of Injection/Withdrawal, for each Dekatherm injected, the Transporter's Use and EPC Charge utilizing the applicable Rate Schedule DDS Transporter's Use (%) and EPC Charge set forth on Sheet No. 19 or 19A.
- 3.4 Withdrawal Penalty Charge. If Shipper fails to withdraw all Working Storage Gas quantities held in storage by Transporter for or on behalf of Shipper by the end of the forty-five (45) Day period that Transporter needs the storage capacity to meet all of its firm service obligations, then Transporter shall retain any Working Storage Gas quantities at the end of such period, without payment thereof, and free and clear of any adverse claims.

- 18.9 No Third Party Beneficiary. It is expressly agreed that there is no third party beneficiary of any Agreement, and that the provisions of any Agreement and these General Terms and Conditions do not impart enforceable rights in anyone who is not a party or successor or assignee of any party to an Agreement herein.
- 18.10 Counterparts. Any Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.
- 18.11 Headings. The headings contained in any Agreement are for reference purposes only and shall not affect the meaning or interpretation of any Agreement.
- 18.12 In-Field Storage Transfers. Transporter or any Shipper receiving storage service from Transporter shall be entitled to transfer, in-field, any of its Working Storage Gas to another Shipper or to Transporter, provided, however, that Transporter may restrict such transfers when the transfer results in an increase in Transporter's service obligations and such increase would in Transporter's reasonable judgment impair Transporter's ability to meet all of its other service obligations of equal or higher priority.
- 18.13 Waiver of Penalties. Transporter shall waive the following penalties where the imposition thereof is not necessary to prevent the impairment of reliable service:
 - (a) daily scheduling penalties assessed as a result of allocations of deliveries pursuant to Section 14.1(a)(3)(iii) of these General Terms and Conditions; or
 - (b) penalty rates for unauthorized overrun charges assessed pursuant to any of Transporter's firm service rate schedules.



- (f) Computation of Current EPC Charge
 - 1. The Current EPC Charge for transportation services shall be calculated by Rate Segment by dividing (1) the cost, in each Rate Segment, of electric power purchased by or for Transporter for use in the operation of electric powered compressor units for the previous calendar year (as adjusted for any known and measurable changes for the 12 month period beginning on the effective date of the filing), by (2) the transactional throughput in each Rate Segment for the previous calendar year (as adjusted for any known and measurable changes for the 12 month period beginning on the effective date of the filing).
 - 2. The Current EPC Charge for storage services shall be calculated by dividing (1) the cost of electric power purchased by or for Transporter for use in the operation of electric powered compressor units attributed to storage operations for the previous calendar year (as adjusted for any known and measurable changes for the 12 month period beginning on the effective date of the filing), by (2) the transactional throughput for the previous calendar year (as adjusted for any known and measurable changes for the 12 month period beginning on the effective date of the filing).
- (g) Computation of Annual EPC Charge Adjustment
 - Transporter shall maintain a Deferred Transporter's EPC Account with appropriate subaccounts for transportation and storage services to separately track over/under collections of electric power costs related to those services. Such account(s) may have a negative or positive balance to reflect any past over or under collections of electric power costs.
 - 2. The applicable subaccounts shall be increased or decreased for a positive or negative change in Transporter's EPC for each billing Month, which shall be equal to the difference between (1) the applicable Transporter's EPC for such billing Month and (2) the applicable cost of electric power purchased by or for Transporter during such billing Month.
 - 3. Each Month, Transporter shall credit or debit the account(s), as appropriate, with carrying charges. Carrying charges shall be calculated in a manner consistent with the procedures set forth in Section 154.501 of the Commission's Regulations.
 - 4. The Annual EPC Charge Adjustment for transportation services shall be computed by Rate Segment by dividing (1) the positive or negative balance in the applicable Deferred Transporter's EPC subaccount as of December 31 of the previous calendar year and allocated to each Rate Segment based on the over/under recoveries that occurred in each Rate Segment during the previous calendar year, by (2) the transactional throughput in each Rate Segment for the previous calendar year (as adjusted for any known and measurable changes for the 12 month period beginning on the effective date of the filing).

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- 5. The Annual EPC Charge Adjustment for storage services shall be computed by dividing (1) the positive or negative balance in the applicable Deferred Transporter's EPC subaccount as of December 31 of the previous calendar year by (2) the transactional throughput for the previous calendar year (as adjusted for any known and measurable changes for the 12 month period beginning on the effective date of the filing).
- 38. Operational Purchases and Sales of Gas
 - 1. Transporter may purchase and/or sell gas to the extent necessary to: (i) balance fuel and L&U quantities pursuant to Section 37 of these General Terms and Conditions; (ii) maintain system pressure and line pack; (iii) manage imbalance quantities pursuant to Section 15 of these General Terms and Conditions; (iv) perform other operational functions of Transporter in connection with transportation, storage and other similar services; and (v) otherwise protect the operational integrity of its system. Any such purchases and/or sales shall be made on an unbundled basis and at Receipt Point(s). Operational purchases or sales shall have a lower transportation priority than firm service.

APPENDIX B

RATE SCHEDULE FSS RESERVATION AND COMMODITY CHARGES FIRM STORAGE SERVICE 1/ $\underline{3/}$

APPLICABLE TO CUSTOMERS UTILIZING CAPACITY PURSUANT TO INCREMENTAL FACILITY EXPANSIONS:

Docket No. CP06-464 (Cold Springs 1 Storage Project):

	Maximum Rate per Dth	Minimum Rate per Dth	Maximum Daily Capacity Release Rate per Dth
With Ratchets and Seasonal Entitlement	cs		
1. Reservation Rate			
a. Deliverability Rate	\$ 2.28	\$ 0	\$ 0.0750
b. Capacity Rate	\$.4818	\$ 0	\$ 0.0013
2. Commodity Rate	à 0 010C	¢ 0 010C	
Injection/Withdrawal	\$ 0.0126 2/	\$ 0.0126 \$ 0.0126	
3. Overrun Service Rate 4. Transporter's Use (%) and EPC Chas	,	Ş U.UI26	
With Ratchets and Flexible Entitlement			
l. Reservation Rate			
a. Deliverability Rate	\$ 2.68	\$ 0	\$ 0.0881
b. Capacity Rate	\$.4818	\$ 0	\$ 0.0013
. Commodity Rate			
Injection/Withdrawal	\$ 0.0126	\$ 0.0126	
. Overrun Service Rate . Transporter's Use (%) and EPC Char	2/	\$ 0.0126	
Nithout Ratchets and Seasonal Entitlen			
. Reservation Rate	Å 0.0F	A A	¢ 0 0007
a. Deliverability Rate	\$ 2.85 \$.4818	\$ 0 \$ 0	\$ 0.0937 \$ 0.0013
b. Capacity Rate 2. Commodity Rate	\$.4010	ŞÜ	\$ 0.0015
Injection/Withdrawal	\$ 0.0126	\$ 0.0126	
. Overrun Service Rate	2/	\$ 0.0126	
Transporter's Use (%) and EPC Char	,	¥ 0.0110	
Nithout Ratchets and Flexible Entitlem			
. Reservation Rate			
a. Deliverability Rate	\$ 3.25	\$ 0	\$ 0.1068
b. Capacity Rate	\$.4818	\$ 0	\$ 0.0013
2. Commodity Rate			
Injection/Withdrawal	\$ 0.0126	\$ 0.0126	
3. Overrun Service Rate . Transporter's Use (%) and EPC Char	2/	\$ 0.0126	
ATE SCHEDULE DDS 1/	,		
	t 0005	t 0 010-	
1. Storage Commodity Rate	\$.0993	\$ 0.0126	
/ The rates shown are subject to all			

surcharges under Section 24 of the General Terms and Conditions of this Tariff. Sheet No. 17 reflects the applicable charges and surcharges under this Section. 2/ 100% load factor rate, which is the sum of (a) the product of (1) the Deliverability

27 How How Four Face, which is the sum of (a) the product of (1) the Deriverability Reservation Rate, (2) twelve, and (3) the Base Maximum Daily Withdrawal Quantity divided by the Maximum Storage Quantity, (b) the Capacity Reservation Rate and (c) the Injection/Withdrawal Commodity Rate.

3/ <u>Applicable Transporter's Use (%) and EPC Charge for Rate Schedule FSS are stated on Sheet</u> <u>No. 19 and 19A.</u> For Rate Schedule FSS and DDS, Transporter's Use (%): 1.50% For Rate Schedule FSS and DDS, EPC Charge: \$0.1877 Transporter's Use (%) and EPC Charge on storage Gas transfers is subject to Section 18.12 of the General Terms and Conditions of this Tariff.

ANR PIPELINE COMPANY TRANSPORTER'S USE (%)

1. For all transmission Transportation Services in Volume Nos. 1 and 2:

		(PERCENTAGE)					
		SOUTHEAST	ſ		SOUTHWEST		
то:	S.E. AREA	SOUTHERN SEGMENT	CENTRAL SEGMENT		SOUTHERN SEGMENT	CENTRAL SEGMENT	NORTHERN SEGMENT
	(SE)	(ML-2)	(ML-3)	(SW)	(ML-5)	(ML-6)	(ML-7)
FROM:							
SOUTHEAST AREA (SE)	0.27	1.62	2.74	1.02	1.85	3.23	3.23
S.E. SOUTHERN SEGMENT (ML-2)		1.47	2.59	0.87	1.70	3.08	3.08
S.E. CENTRAL SEGMENT (ML-3)			1.24	0.00	0.35	1.73	1.73
SOUTHWEST AREA (SW)	0.69	2.04	3.16	0.46	1.29	2.67	3.16
S.W. SOUTHERN SEGMENT (ML-5)	0.35	1.70	2.82		0.95	2.33	2.82
S.W. CENTRAL SEGMENT (ML-6)		0.87	1.99			1.50	1.99
NORTHERN SEGMENT (ML-7)			0.61			0.61	0.61

NOTES:

- <u>1.</u> (a) There will be no charge for Transporter's Use on Backhauls, services performed within any Hub, or services under Rate Schedule IPLS.
 - (b) The areas and segments listed above are defined in Section 1 of the General Terms and Conditions of this Tariff, and are illustrated on the system map on Sheet No. 4.
- 2. For Rate Schedules FSS, STS, MBS and DDS storage services, and variance quantities pursuant to Rate Schedules FTS-3 and ITS-3, Transporter's Use (%): 0.8184% Transporter's Use (%) on storage Gas transfers is subject to Section 18.12 of the Ceneral Terms and Conditions of this Tariff.
- In the case of any Shipper that purchases Gas from a Pooler, the provisions of Rate Schedules PTS-1, PTS-2 and PTS-3 shall be applicable.
- 4. For services provided on the 12-mile lateral located between the Link Meter Station and the Corunna Interconnect Point in St. Clair, Michigan, Shippers will not be charged a Transporter's use % but will be charged a lost and unaccounted (%) of: 0.12%

ANR PIPELINE COMPANY EPC CHARGE

1. For all transmission Transportation Services in Volume Nos. 1 and 2:

(DOLLARS PER DTH)

		SOUTHEAST						
	то:		SOUTHERN SEGMENT	CENTRAL SEGMENT	S.W. AREA	SOUTHERN SEGMENT	CENTRAL SEGMENT	NORTHERN SEGMENT
FR		(SE)	(ML-2)	(ML-3)	(SW)	(ML-5)	(ML-6)	(ML-7)
	SOUTHEAST AREA (SE)	\$0.000	\$0.0000	\$0.0000	\$0.0002	\$0.0002	\$0.0002	\$0.0002
S.E.	SOUTHERN SEGMENT (ML-2)		\$0.0000	\$0.0000	\$0.0002	2 \$0.0002	\$0.0002	\$0.0002
S.E.	CENTRAL SEGMENT (ML-3)			\$0.0000	\$0.0002	2 \$0.0002	\$0.0002	\$0.0002
	SOUTHWEST AREA (SW)	\$0.0002	2 \$0.0002	\$0.0002	\$0.000	0 \$0.0000	\$0.0000	\$0.0002
S.W.	SOUTHERN SEGMENT (ML-5)	\$0.0002	2 \$0.0002	\$0.0002		\$0.0000	\$0.0000	\$0.0002
S.W.	CENTRAL SEGMENT (ML-6)		\$0.0002	\$0.0002			\$0.0000	\$0.0002
	NORTHERN SEGMENT (ML-7)			\$0.0002			\$0.0002	\$0.0002

2. For Rate Schedules FSS, STS, MBS and DDS storage services, and variance quantities pursuant to Rate Schedules FTS-3 and ITS-3, the applicable storage EPC Charge is \$0.0067.

NOTES:

- There will be no charge for Transporter's EPC on Backhauls, services performed within any Hub, services under Rate Schedule IPLS, or services provided on the 12-mile lateral located between the Link Meter Station and the Corunna Interconnect Point in St. Clair, Michigan.
- The areas and segments listed above are defined in Section 1 of the General Terms and Conditions of this Tariff, and are illustrated on the system map on Sheet No. 4.
- 3. In the case of any Shipper that purchases Gas from a Pooler, the provisions of Rate Schedules PTS-1, PTS-2 and PTS-3 shall be applicable.

RATE SCHEDULE FSS FIRM STORAGE SERVICE (Continued)

during the Withdrawal Period or withdraw quantities of Gas for Shipper on any Day during the Injection Period. Shipper may request Transporter to accept deliveries of quantities of Gas in excess of the MSQ during any Injection Period and Shipper may request Transporter to redeliver quantities of Gas in excess of the MSQ or Working Storage Gas during any Withdrawal Period provided, however, that at no time may Shipper's Working Storage Gas exceed Shipper's MSQ. Transporter may do so on an interruptible basis if it can do so without adverse effect on Transporter's operations or its ability to meet all of its other firm service obligations. Shipper may nominate on an interruptible basis for the redelivery of any quantities of Gas which have been provided to Shipper in excess of Working Storage Gas, in accordance with Section 6 of these General Terms and Conditions of this Tariff; however, Shipper shall be required to return all such quantities commencing within forty-eight (48) hours of notification by Transporter to do so unless Transporter in its reasonable discretion determines that a longer period is operationally feasible. For each Dth of such Gas that Shipper shall not return to Transporter as expressly required pursuant to this Section 3.4, Shipper shall be subject to a penalty rate equal to twelve (12) times the sum of the maximum applicable FSS Deliverability and Capacity Reservation Rates.

- 3.5 Overrun Service Charge. The applicable Overrun Service Rate shall be paid for each Dekatherm of Gas which is injected or withdrawn on behalf of Shipper during the Month pursuant to Section 3.4 of this Rate Schedule unless such overrun service, with Transporter's concurrence, is makeup of quantities of Gas that Transporter previously failed to inject into storage or withdraw from storage. The formula for calculating the applicable Rate Schedule FSS Overrun Service Rate is stated on Sheet No. 10 or 10A.
- 3.6 Fuel and Electric Power Cost Reimbursement. Shipper shall furnish at the Point(s) of Injection/Withdrawal, for each Dekatherm injected, the Transporter's Use and EPC Charge utilizing the applicable Rate Schedule FSS Transporter's Use (%) and EPC Charge set forth on Sheet No. 10A or 19 or 19A.

RATE SCHEDULE DDS DEFERRED DELIVERY SERVICE (Continued)

and Conditions. Transporter may, if storage capacity is needed to meet its firm obligations, require Shipper to withdraw all Rate Schedule DDS quantities held in storage by Transporter for or on behalf of Shipper within forty-five (45) Days of such notice; provided, however, if Transporter is unable to provide Transportation under a Transportation Agreement, then such forty-five (45) Day period will be extended by one Day for each Day Transporter is unable to render Transportation. The Maximum Storage Quantity shall be specified in the executed Agreement.

3. CHARGES

Each Month Shipper shall pay to Transporter the following charges:

- 3.1 Interruptible Service Commodity Charge. A Storage Commodity Rate set forth on Sheet No. 10 shall be paid on the average Dekatherms of Working Storage Gas which are stored for or on behalf of Shipper during the Month.
- 3.2 Other Applicable Charges or Surcharges. All applicable reservation and volumetric charges or surcharges, as provided for under Sections 24 and 29 of the General Terms and Conditions of this Tariff, for each Dekatherm of Gas Delivered Hereunder. Such charges or surcharges are shown on Sheet No. 17. Such surcharges shall not be applicable if paid on related Transportation Service.
- 3.3 Fuel and Electric Power Cost Reimbursement. Shipper shall furnish at the Point(s) of Injection/Withdrawal, for each Dekatherm injected, the Transporter's Use and EPC Charge utilizing the applicable Rate Schedule DDS Transporter's Use (%) and EPC Charge set forth on Sheet No. 10A or 19 or 19A.
- 3.4 Withdrawal Penalty Charge. If Shipper fails to withdraw all Working Storage Gas quantities held in storage by Transporter for or on behalf of Shipper by the end of the forty-five (45) Day period that Transporter needs the storage capacity to meet all of its firm service obligations, then Transporter shall retain any Working Storage Gas quantities at the end of such period, without payment thereof, and free and clear of any adverse claims.

- 18.9 No Third Party Beneficiary. It is expressly agreed that there is no third party beneficiary of any Agreement, and that the provisions of any Agreement and these General Terms and Conditions do not impart enforceable rights in anyone who is not a party or successor or assignee of any party to an Agreement herein.
- 18.10 Counterparts. Any Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.
- 18.11 Headings. The headings contained in any Agreement are for reference purposes only and shall not affect the meaning or interpretation of any Agreement.
- 18.12 In-Field Storage Transfers. Transporter or any Shipper receiving storage service from Transporter shall be entitled to transfer, in-field, any of its Working Storage Gas to another Shipper or to Transporter, provided, however, that Transporter may restrict such transfers when the transfer results in an increase in Transporter's service obligations and such increase would in Transporter's reasonable judgment impair Transporter's ability to meet all of its other service obligations of equal or higher priority.

Any Shipper receiving Rate Schedule FSS storage service pursuant to Sheet No. 10A (Cold Springs 1 Storage Project) and who has requested and is receiving a transfer of any Gas from any other storage facility in Transporter's integrated system to the Cold Springs 1 Storage Project shall be charged the Transporter's Use (%) and EPC Charge as stated on Sheet No. 10A. Any Shipper receiving Rate Schedule FSS storage service pursuant to Sheet No. 10 and who has requested and is receiving a transfer of any Gas from the Cold Springs 1 Storage Project to any other storage facility in Transporter's integrated system shall be charged the Transporter's Use (%) as stated on Sheet No. 19, Section 2.

- 18.13 Waiver of Penalties. Transporter shall waive the following penalties where the imposition thereof is not necessary to prevent the impairment of reliable service:
 - (a) daily scheduling penalties assessed as a result of allocations of deliveries pursuant to Section 14.1(a)(3)(iii) of these General Terms and Conditions; or
 - (b) penalty rates for unauthorized overrun charges assessed pursuant to any of Transporter's firm service rate schedules.

- (d) Computation of Annual Transporter's Use Adjustment (%)
 - Transporter shall maintain a Deferred Transporter's Use Account with appropriate subaccounts for transportation and storage services to separately track over/under collections of fuel related to those services. Such account(s) may have a negative or positive balance to reflect any past over or under collections of fuel.
 - 2. The applicable subaccounts shall be increased or decreased for a positive or negative change in Transporter's Use for each billing Month, which shall be equal to the difference between (1) the applicable Transporter's Use for such billing Month and (2) the applicable quantities of Gas expended by Transporter for compressor fuel and L&U Gas during such billing Month.
 - 3. The Annual Transporter's Use Adjustment (%) for transportation services shall be computed by Rate Segment by dividing (1) the positive or negative balance in the applicable Deferred Transporter's Use subaccount as of December 31 of the previous calendar year and allocated to each Rate Segment based on the over/under recoveries that occurred in each Rate Segment during the previous calendar year, by (2) the sum of (1) above and the transactional throughput in each Rate Segment for the previous calendar year (as adjusted for any known and measurable changes for the 12 month period beginning on the effective date of the filing).
 - 4. The Annual Transporter's Use Adjustment (%) for storage services shall be computed by dividing (1) the positive or negative balance in the applicable Deferred Transporter's Use subaccount as of December 31 of the previous calendar year by (2) the sum of (1) above and the transactional throughput for the previous calendar year (as adjusted for any known and measurable changes for the 12 month period beginning on the effective date of the filing).
- (e) Computation of EPC Charge

The EPC Charges shown on Sheet No. 19A <u>for both transmission</u> and storage Transportation Services shall be equal to the sum of the <u>applicable</u> Current EPC Charge and the <u>associated</u> Annual EPC Charge Adjustment.

- (f) Computation of Current EPC Charge
 - 1. The Current EPC Charge for transportation services shall be calculated by Rate Segment by dividing (1) the cost, in each Rate Segment, of electric power purchased by or for Transporter for use in the operation of electric powered compressor units for the previous calendar year (as adjusted for any known and measurable changes for the 12 month period beginning on the effective date of the filing), by (2) the transactional throughput in each Rate Segment for the previous calendar year (as adjusted for any known and measurable changes for the 12 month period beginning on the effective date of the filing).
 - 2. The Current EPC Charge for storage services provided by the Cold Springs 1 Storage Project set forth on Sheet No. 10A, shall be calculated by dividing (1) the cost of electric power purchased by or for Transporter for use in the operation of electric powered compressor units attributed to storage operations for the previous calendar year (as adjusted for any known and measurable changes for the 12 month period beginning on the effective date of the filing), by (2) the transactional throughput for the previous calendar year (as adjusted for any known and measurable changes for the 12 month period beginning on the effective date of the filing).
- (g) Computation of Annual EPC Charge Adjustment
 - Transporter shall maintain a Deferred Transporter's EPC Account with appropriate subaccounts for transportation and storage services to separately track over/under collections of electric power costs related to those services. Such account(s) may have a negative or positive balance to reflect any past over or under collections of electric power costs.
 - 2. The applicable subaccounts shall be increased or decreased for a positive or negative change in Transporter's EPC for each billing Month, which shall be equal to the difference between (1) the applicable Transporter's EPC for such billing Month and (2) the applicable cost of electric power purchased by or for Transporter during such billing Month.
 - 3. Each Month, Transporter shall credit or debit the account(s), as appropriate, with carrying charges. Carrying charges shall be calculated in a manner consistent with the procedures set forth in Section 154.501 of the Commission's Regulations.
 - 4. The Annual EPC Charge Adjustment for transportation services shall be computed by Rate Segment by dividing (1) the positive or negative balance in the applicable Deferred Transporter's EPC subaccount as of December 31 of the previous calendar year and allocated to each Rate Segment based on the over/under recoveries that occurred in each Rate Segment during the previous calendar year, by (2) the transactional throughput in each Rate Segment for the previous calendar year (as adjusted for any known and measurable changes for the 12 month period beginning on the effective date of the filing).

- 5. The Annual EPC Charge Adjustment for storage services provided by the Cold Springs 1 Storage Project set forth on Sheet No. 10A, shall be computed by dividing (1) the positive or negative balance in the applicable Deferred Transporter's EPC subaccount as of December 31 of the previous calendar year by (2) the transactional throughput for the previous calendar year (as adjusted for any known and measurable changes for the 12 month period beginning on the effective date of the filing).
- 38. Operational Purchases and Sales of Gas
 - 1. Transporter may purchase and/or sell gas to the extent necessary to: (i) balance fuel and L&U quantities pursuant to Section 37 of these General Terms and Conditions; (ii) maintain system pressure and line pack; (iii) manage imbalance quantities pursuant to Section 15 of these General Terms and Conditions; (iv) perform other operational functions of Transporter in connection with transportation, storage and other similar services; and (v) otherwise protect the operational integrity of its system. Any such purchases and/or sales shall be made on an unbundled basis and at Receipt Point(s). Operational purchases or sales shall have a lower transportation priority than firm service.

APPENDIX C

ANR PIPELINE COMPANY Derivation of Transporter's Use (%) for Storage Volumes Reported in Bcf 2009

Line No.	-	General System (1) (Col. 1)	Cold Springs 1 (2) (Col. 2)	Combined (Col. 3)
$\frac{1}{2}$	Injection Company Use ANRPL Storage Area Storage Fuel Reimbursed to Others (3)	0.841 0.811	0.040	0.881 0.811
3	Total Gross Storage Co Use	1.652	0.040	1.692
4 5	Less: Fuel Attributable to System Balancing (4)	0.034		0.034
6	Net Company Use for Storage	1.618	0.040	1.658
7	Storage Gas Injected			
8 9	Total Storage Gas Injected Less: System Balancing Volume	165.41 3.91	6.00	171.41 3.91
10	Calculated Transactional Throughput	161.50	6.00	167.50
11	Current Transporter's Use (%) - Storage (5)	0.99%	0.66%	0.98%
12 13	(Over)/Under Recoveries (6) Annual Transporter's Use Adjustment (%) (6)	-0.283 -0.18%	0.0504 0.83%	-0.2326 -0.14%
14	Transporter's Use (%) - Storage (7)	0.81%	1.50%	0.84%

(1) Derivation of general system Transporter's Use (%) for storage was approved by the Commission, subject to refund and conditions, on March 31, 2010, in Docket No. RP10-451-000. See filing submitted March 1, 2010 - Attachment 1, Page 6.

(2) Derivation of Cold Springs 1 Transporter's Use (%) was approved by the Commission subject to refund and conditions on May 28, 2010, in Docket No. RP 10-451-001. See filing submitted April 28, 2010 - Attachment 3, Page 1.

(3) ANRSCO Storage	0.317
Blue Lake	<u>0.494</u>
Total	0.811

 (4) Fuel associated with system balancing is reflected in Mainline Northern Segment transportation.
 Fuel associated with system balancing = System balancing volume/(Storage transactional throughput + system balancing volume) x Total Gross Storage Company Use

(5) Fuel Percentage = 1-[(Throughput)/(Fuel + Throughput)]

(6) (Over)/under recoveries for the period Jan 1 - Dec 31 2009; Fuel Percentage = 1-[(Throughput)/(Previous Year's (O)/U Recoveries + Throughput)]

(7) Equals the Current Transporter's Use (%) plus Annual Transporter's Use Adjustment (%).

ANR PIPELINE COMPANY Derivation of EPC Charge for Storage 2009

Line No.		 Cold Springs 1 (1)	General System (2)	_(Combined
	Storage Gas Injected (Transactional Throughput)	(Col. 1)	(Col. 2)		(Col. 3)
1	Bcf	6.00	161.50		167.50
2	MMDth	6.10	164.73		170.83
	Current EPC Charge				
3	Electric Power Costs	\$ 1,275,000	-	\$	1,275,000
4	Current EPC Charge \$/Dth (3)	\$0.2090	-		\$0.0075
	EPC Charge Adjustment				
5	(Over)/Under Recoveries, \$ (Line 14)	\$ (129,658)	-	\$	(129,658)
6	Annual EPC Charge Adjustment, \$/Dth (4)	(\$0.0212)	-		(\$0.0008)
7	EPC Charge, \$/Dth (5)	\$0.1877	-		\$0.0067

		EPC der/(Over) ecoveries
8 9	Deferred Balance - January 1, 2009 Actual Electric Power Costs 2009	\$ (485,284) 1,196,356
10	Total	\$ 711,072
11	Transporter's EPC Collected 2009	 829,592
12	Total (Over)/Under Recoveries	\$ (118,520)
13	Interest	(11,138)
14	Total (Over)/Under Recoveries Including Interest	\$ (129,658)

(1) Derivation of Cold Springs 1 EPC Charge was approved by the Commission, subject to refund and conditions, on May 28, 2010 in Docket No. RP10-451-001. See filing submitted April 28, 2010 - Attachment 4, Page 1.

(2) Storage gas injected volume as included in Docket No. RP10-451-000. See Attachment 1, Footnote 1. MMDth conversion factor of 1.020.

(3) Current EPC Charge = Line $3 \div$ Line 2.

(4) Annual EPC Charge Adjustment = Line $5 \div$ Line 2.

(5) EPC Charge = (Line 3 + Line 5) / Line 2. Rate revised from \$0.1909 filed on March 1, 2010.