



September 13, 2013

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

ANR Pipeline Company
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Re: ANR Pipeline Company
Change in FERC Gas Tariff
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 and in compliance with the Commission order issued August 4, 2011, in Docket No. RP10-517-000 (“2011 Order”),² ANR Pipeline Company (“ANR”) respectfully submits for filing the revised tariff sections listed in Appendix A³ to be part of its FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”). The revised Table of Contents and revised tariff Section 6.33 are being submitted in the instant filing to implement the Settlement Agreement (“2011 Marshfield Settlement”) filed on March 31, 2011, in Docket No. RP10-517-000, and approved by the 2011 Order. ANR respectfully requests that the Commission accept the revised tariff sections included herein at Appendix A to become effective as discussed herein.

¹ 18 C.F.R. Part 154 (2013).

² *Wisconsin Electric Power Company, et al. v. ANR Pipeline Company*, 136 FERC ¶ 61,080 (2011).

³ Specifically, Part 1 –Table of Contents (“Table of Contents”), and Part 6.33 – GT&C, Marshfield Contracts (“Section 6.33”).

Correspondence

The names, titles, mailing addresses, and telephone numbers of those persons to whom communications concerning this filing should be addressed are as follows:

John A. Roscher Director, Rates and Tariffs	* David R. Hammel Legal Counsel
* Joan F. Collins Manager, Tariffs and Compliance ANR Pipeline Company 717 Texas Street, Suite 2400 Houston, Texas 77002-2761 Tel. (832) 320-5651 Fax (832) 320-6651 E-mail: joan_collins@transcanada.com	ANR Pipeline Company 717 Texas Street, Suite 2400 Houston, Texas 77002-2761 Tel. (832) 320-5861 Fax (832) 320-6861 E-mail: dave_hammel@transcanada.com

* Persons designated for official service pursuant to Rule 2010.

Statement of the Nature, Reasons and Basis for Filing

On December 13, 2004, in Docket No. RP05-69-000, the Commission approved the 2004 Marshfield Agreement, which established a delivery obligation into ANR's system for a discrete set of ANR shippers ("Marshfield Shippers") and restricted the Marshfield Shippers' ability to move their primary receipt points away from ANR's interconnection with Viking Gas Transmission Company near Marshfield, Wisconsin (the "Marshfield Interconnect").⁴ On March 31, 2011, in Docket No. RP10-517-000, ANR and Complainants⁵ jointly submitted the 2011 Marshfield Settlement to resolve the long-standing operational issues concerning ANR's need for gas receipts at ANR's Marshfield Interconnect.

The 2011 Marshfield Settlement, as approved by the Commission in its 2011 Order, is comprised of three parts, including: 1) ANR constructing the MRP Facilities⁶ to effectuate certain contract modifications related to the 2004 Marshfield Agreement; 2) ANR amending and extending certain contracts with Marshfield Shippers as reflected in the 2011 Marshfield Settlement; and 3)

⁴ See *ANR Pipeline Company*, Docket No. RP05-69-000, Commission Letter Order dated December 13, 2004 ("2004 Marshfield Agreement").

⁵ Wisconsin Electric Power Company, Wisconsin Gas LLC, and Wisconsin Public Service Company ("Complainants").

⁶ On April 19, 2012, in Docket No. CP11-539-000, the Commission granted ANR a certificate of public convenience and necessity authorizing it to construct and operate the Marshfield Reduction Project Facilities ("MRP Facilities"), *ANR Pipeline Company*, 139 FERC ¶ 61,049 (2012).

ANR filing to eliminate tariff Section 6.33, which memorializes the 2004 Marshfield Agreement's restrictions regarding Marshfield Shippers' collective right to move their primary receipt points away from the Marshfield Interconnect. It was agreed that such tariff filing would be submitted within a timeframe to allow the removal of tariff Section 6.33 to coincide with the in-service date of the MRP Facilities.⁷

To comply with the 2011 Order and implement the 2011 Marshfield Settlement,⁸ ANR is proposing in the instant filing to eliminate tariff Section 6.33. As such, this filing is being submitted in advance of the anticipated in-service date of the MRP Facilities to allow the removal of tariff Section 6.33 to coincide with the in-service date of the MRP Facilities.⁹ Additionally, ANR is proposing herein to revise the Table of Contents to eliminate the reference to tariff Section 6.33.

Regarding the proposed effective date for the tariff sections included herein at Appendix A, pursuant to the FERC's Implementation Guide for Electronic Tariff Filing,¹⁰ ANR is reflecting an effective date of December 31, 9998 to be used as a place-holder until the actual in-service date of the MRP Facilities is known. Upon in-service, ANR will submit a notification to the Commission of the effective date of the tariff sections contained herein.

Effective Date and Waivers

ANR requests that the Commission accept the tariff sections, as submitted herein, reflecting an effective date of December 31, 9998. As noted above, this date will serve as a placeholder until the actual in-service date, which is anticipated to be as early as September 30, 2013, but no later than October 18, 2013. Additionally, ANR requests the Commission grant all necessary waivers of its regulations, including waiver of Section 154.207, in order to accept this filing and approve the tariff sections to be effective as requested herein.

⁷ 2011 Order at P 3, and 2011 Marshfield Settlement at PP 15 and 16.

⁸ *Id.* The construction of the MRP Facilities, amending and extending of the contracts, and elimination of tariff Section 6.33 are integral to, and conditions to, the 2011 Marshfield Settlement.

⁹ Construction of the MRP Facilities is progressing such that the projected in-service date may occur as early as September 30, 2013, but is not anticipated to occur any later than October 18, 2013.

¹⁰ Office of the Secretary of the Commission, *Implementation Guide for Electronic Filing of Parts 35, 154, 284, 300, and 341 Tariff Filings* (2010).

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 XML filing package, which includes:

1. This transmittal letter;
2. The clean tariff sections (Appendix A); and
3. A marked version of the tariff sections (Appendix B).

Certificate of Service

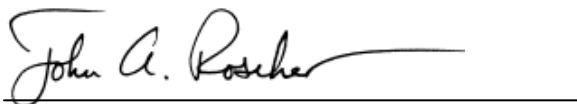
As required by Sections 154.7(b) and 154.208 of the Commission's regulations, copies of this filing are being served on all of ANR's existing customers and interested state regulatory agencies. A copy of this letter, together with the other attachments, is available during regular business hours for 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 cursive script that reads "John A. Roscher". The signature is written in black ink and is positioned above a solid horizontal line.

John A. Roscher
Director, Rates & Tariffs

Enclosures

Appendix A

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

Clean Tariff

<u>Tariff Section</u>	<u>Version</u>
Part 1 – Table of Contents	v.24.0.0
6.33 – GT&C, Reserved for Future Use	v.1.0.0

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6.33 RESERVED FOR FUTURE USE

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

Marked Tariff

<u>Tariff Section</u>	<u>Version</u>
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6.33 ~~MARSHFIELD CONTRACTS~~RESERVED FOR FUTURE USE

~~This section shall apply to all Shippers who entered into amended and restated agreements with Transporter ("Marshfield Shippers") as a result of a Marshfield Term Sheet dated October 4, 2004 to ensure adequate flowing volume commitments at Transporter's Marshfield Receipt Point in Wood County, Wisconsin.~~

~~1. Marshfield OFO Limitation. Transporter's rights under Section 6.8 of these General Terms and Conditions to issue a Receipt Point OFO at Marshfield shall be limited to the Winter Period only.~~

~~2. Contract Amendments. Except as provided for below or unless mutually agreed otherwise, Primary Receipt Point amendments away from Marshfield will not be approved during a Marshfield Shipper's respective contract term.~~

~~A. Primary Point amendments away from Marshfield will be allowed for Marshfield Contracts under the following provisions:~~

~~(1) If any contract having a winter MDQ sourced from points south and/or east of Transporter's Sandwich Compressor Station that have Primary Delivery Points within the Marshfield affected area terminates before the Marshfield Contracts terminates, then, prior to posting the availability of the capacity, Transporter will provide notice to the Marshfield Shippers of the contract termination and allow Marshfield Shippers to transfer Primary Receipt Point MDQ from Marshfield to any existing Receipt Point that is within the path of the terminating contract, unless such transfer is detrimental to existing firm service.~~

~~(2) If the aggregate MDQ of the Marshfield Shippers seeking amendments to their Marshfield Contracts exceeds the MDQ of any terminated contract in Section 6.33 paragraph 2A(1) above, then the MDQ for the relevant Marshfield Contracts will be reduced by the MDQ level of such terminated contracts on a pro rata basis based on the aggregate MDQ of the Marshfield Shippers seeking amendments to their Marshfield Contracts.~~

~~(3) If the Receipt Point is in ML7, then the discount and service seasonality will continue to apply for the remaining initial term of the contract. Otherwise, the rate from any other zone will need to be agreed upon prior to making the contract amendment, but such rate will not exceed maximum rates less the absolute dollar discount on the rate initially stated in Shipper's Marshfield Contract. Once the contract amendment becomes effective, which will create a standard pro forma contract for these particular volumes, a Marshfield Shipper may request a change to a Receipt Point outside of the path of the terminated contract that made such~~

~~contract amendment possible, pursuant to these General Terms and Conditions.~~

- ~~(4) If Transporter's Wisconsin system operations change whereby all or any portion of the Marshfield Contracts are no longer necessary to meet the obligations of the Viking settlement, Transporter will provide notice to the Marshfield Shippers of the operational change and allow the respective Marshfield Shippers to amend their contracts to a standard pro forma contract, including a change of the Primary Receipt Point MDQ from Marshfield to any existing Receipt Point on Transporter's system pursuant to these General Terms and Conditions.~~
- ~~(5) If a Shipper chooses to participate in a system expansion that provides incremental capacity from an alternative Receipt Point to replace Marshfield receipts.~~