



May 2, 2011

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

Re: ANR Pipeline Company
Negotiated Rate Agreements
Docket No. RP11- -

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/

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 section listed in Appendix A to be part of its FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”).² In addition, ANR is submitting three (3) Rate Schedule ITS (“ITS”) negotiated rate service agreements as tariff records, which are listed in Appendix B. ANR requests that the Commission approve the tariff section and tariff records to be effective May 1, 2011.

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:

- | | |
|--|---|
| John A. Roscher
Director, Rates and Tariffs | * M. Catharine Davis
Vice President, US Pipelines Law
ANR Pipeline Company
717 Texas Street, Suite 2400
Houston, Texas 77002-2761
Tel. (832) 320-5509
Fax (832) 320-5555
E-mail: catharine_davis@transcanada.com |
| * Joan F. Collins
Manager, Tariffs and Compliance
ANR Pipeline Company
717 Texas Street, Suite 2400
Houston, Texas 77002-2761
Tel. (832) 320-5651
E-mail: joan_collins@transcanada.com | |
- * Persons designated for official service pursuant to Rule 2010.

¹ 18 C.F.R. Part 154 (2011).

² Part 1 – Table of Contents.

Statement of the Nature, Reasons and Basis for Filing

On May 28, 1999, in Docket No. RP99-301-000,³ the Commission approved, subject to conditions, Section 6.27 of the General Terms and Conditions of ANR's Tariff, which authorized ANR to enter into negotiated rate agreements with its customers.

In accordance with Tariff Section 6.27, paragraph 2, ANR is submitting for filing three (3) ITS negotiated rate agreements. ANR has entered into individual ITS negotiated rate agreements with Badger Oil Corporation ("Badger"), LLOG Exploration Company, L.L.C. ("LLOG"), and SPN Resources, LLC ("SPN") (collectively, the "Agreements"), wherein Badger, LLOG and SPN shall be subject to the following identical rate terms: for all gas quantities transported from High Island Block A-309 C and High Island Block A-309 to High Island Block A-332 Del ("High Island Lateral"), Shipper shall pay a Fixed Commodity Rate of \$0.3000 per Dth. This rate shall be inclusive of any other fees or surcharges under ANR's FERC Gas Tariff. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) in accordance with ANR's FERC Gas Tariff.

Badger, LLOG, and SPN, have agreed to pay ANR the negotiated interruptible transportation rate included in the Agreements in order to assure that ANR's transportation service through the High Island Lateral can be rendered on an economic basis in the face of substantial, and potentially rising, operation and maintenance costs and declining throughput; trends that are expected to continue over the term of the Agreements. Alternatively, ANR would be forced to consider other options to maintain economic viability in such circumstances, including a possible filing with the Commission for authority to abandon service through the High Island Lateral.

ANR advises that no undisclosed agreements, etc., are linked to the Agreements, which are included herein in Appendix A as tariff records 8.13 (Badger), 8.14 (LLOG), and 8.15 (SPN).⁴ Additionally, the Agreements do not contain any provision that is either non-conforming or a material deviation

³ ANR Pipeline Company, 87 FERC ¶ 61,241 (1999).

⁴ ANR has elected to report the Agreements by filing them in accordance with Section 6.27 of the General Terms and Conditions of its Tariff. Each of the Agreements provides all of the information required by Section 6.27: (1) the exact legal name of the shipper; (2) the negotiated rate; (3) the applicable rate schedule; (4) receipt and delivery points; and (5) the contract quantities.

from the ITS Form of Service Agreement in ANR's Tariff. ANR respectfully requests that the Commission approve the Agreements to be effective May 1, 2011.

Effective Date and Request for Waiver

ANR is requesting that the Commission approve the tariff section and tariff records to be effective May 1, 2011. ANR respectfully requests the Commission grant all waivers necessary to accept this filing and approve the tariff section and tariff records to be effective as requested herein.

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 and Commission Order No. 714, ANR is submitting the following XML filing package, which includes:

- 1) This transmittal letter;
- 2) A clean tariff section (Appendix A)
- 3) Three (3) tariff records (Appendix B); and
- 4) A marked tariff section (Appendix C).

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 with a long horizontal flourish extending to the right.

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>
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Appendix B

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

<u>Tariff Records</u>	<u>Version</u>
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8.14 – Neg Rate Agmt LLOG Exploration Company, L.L.C. ITS Agmt (#118519)	v.0.0.0
8.15 – Neg Rate Agmt SPN Resources, LLC ITS Agmt (#118518)	v.0.0.0

Interruptible Transportation Service Agreement
Rate Schedule ITS

Badger Oil Corporation
(#118463)

Agreement Effective Date: May 1, 2011

Date: April 25, 2011

Contract No.: 118463

ITS SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and BADGER OIL CORPORATION (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:**
(284B = Section 311; 284G = Blanket)

284G

2. **RATE SCHEDULE:** Interruptible Transportation Service (ITS)

3. **CONTRACT QUANTITIES:**

Not Applicable.

4. **TERM OF AGREEMENT:**

May 01, 2011 to April 30, 2013, 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 and Shipper have agreed otherwise as referenced in the Further Agreement Section of this Agreement.

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

Date: April 25, 2011

Contract No.: 118463

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 increased 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 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

SHIPPER:

BADGER OIL CORPORATION
BOX 52745
LAFAYETTE, LA 70505-0000
Attention: BURT SKINNER

Telephone: 337-735-3315
Fax:

Date: April 25, 2011

Contract No.: 118463

INVOICES AND STATEMENTS:

BADGER OIL CORPORATION
BOX 52745
LAFAYETTE, LA 70505-0000
Attention: BURT SKINNER

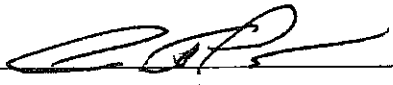
Telephone: 337-735-3315
Fax:

8. FURTHER AGREEMENT:

For all gas quantities transported from High Island Block A-309 C (703206) and High Island Block A-309 (33423) to High Island Block A-332 Del (33431), Shipper shall pay a Fixed Commodity Rate of \$0.3000. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas 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: BADGER OIL CORPORATION

By:  *BKS*

Title: Vice President

Date: 4/24/11

TRANSPORTER: ANR PIPELINE COMPANY

By: 

Title: Agent and Attorney-in-Fact

Date: 4/27/11

*LO 4/26/11
ce 4/27/11*

Interruptible Transportation Service Agreement
Rate Schedule ITS

LLOG Exploration Company, L.L.C.
(#118519)

Agreement Effective Date: May 1, 2011

Date: April 26, 2011

Contract No.: 118519

ITS SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and LLOG EXPLORATION COMPANY, L.L.C. (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:**
(284B = Section 311; 284G = Blanket)

284G

2. **RATE SCHEDULE:** Interruptible Transportation Service (ITS)

3. **CONTRACT QUANTITIES:**

Not Applicable.

4. **TERM OF AGREEMENT:**

May 01, 2011 to April 30, 2013, 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 and Shipper have agreed otherwise as referenced in the Further Agreement Section of this Agreement.

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

Date: April 26, 2011

Contract No.: 118519

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 increased 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 GEMS_{sm}. 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

SHIPPER:

LLOG EXPLORATION COMPANY, L.L.C.
1001 OSCHNER BOULEVARD
SUITE 200
COVINGTON, LA 70433
Attention: KIM LINDEMANN

Telephone: 985-801-4328
Fax: 985-801-4784

Date: April 26, 2011

Contract No.: 118519

INVOICES AND STATEMENTS:

LLOG EXPLORATION COMPANY, L.L.C.
1001 OSCHNER BOULEVARD
SUITE 200
COVINGTON, LA 70433
Attention: RODNEY ESCARRA

Telephone: 985-801-4327
Fax: 985-801-4784

8. FURTHER AGREEMENT:

For all gas quantities transported from High Island Block A-309 C (703206) and High Island Block A-309 (33423) to High Island Block A-332 Del (33431), Shipper shall pay a Fixed Commodity Rate of \$0.3000. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.

Date: April 26, 2011

Contract No.: 118519

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: LLOG EXPLORATION COMPANY, L.L.C.

By: *Roberto A. Escarra, Jr.*
Roberto A. Escarra, Jr.
Title: *Manager - Gas Marketing*
Date: *4/27/2011*

TRANSPORTER: ANR PIPELINE COMPANY

By: *Joseph E. Pollard*
Title: *Agent and Attorney-in-Fact*
Date: *4/27/11*

*XD 4/27/11
cc 4/27/11*

Interruptible Transportation Service Agreement
Rate Schedule ITS

SPN Resources, LLC
(#118518)

Agreement Effective Date: May 1, 2011

Date: April 25, 2011

Contract No.: 118518

ITS SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and SPN RESOURCES, LLC (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:**
(284B = Section 311; 284G = Blanket)

284G

2. **RATE SCHEDULE:** Interruptible Transportation Service (ITS)

3. **CONTRACT QUANTITIES:**

Not Applicable.

4. **TERM OF AGREEMENT:**

May 01, 2011 to April 30, 2013, 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 and Shipper have agreed otherwise as referenced in the Further Agreement Section of this Agreement.

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

Date: April 25, 2011

Contract No.: 118518

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 increased 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 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

SHIPPER:

SPN RESOURCES, LLC
1301 MCKINNEY
SUITE 900
HOUSTON, TX 77010
Attention: JERRY BAILEY

Telephone: 713-423-8082
Fax: 713-423-8030

Date: April 25, 2011

Contract No.: 118518

INVOICES AND STATEMENTS:

SPN RESOURCES, LLC
1301 MCKINNEY
SUITE 900
HOUSTON, TX 77010
Attention: JERRY BAILEY

Telephone: 713-423-8082
Fax: 713-423-8030

8. **FURTHER AGREEMENT:**

For all gas quantities transported from High Island Block A-309 C (703206) and High Island Block A-309 (33423) to High Island Block A-332 Del (33431), Shipper shall pay a Fixed Commodity Rate of \$0.3000. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.

Date: April 25, 2011

Contract No.: 118518

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: SPN RESOURCES, LLC

By: _____

Title: _____

Date: _____

[Handwritten Signature]
[Handwritten Title: Production]
[Handwritten Date: 4/26/11]

TRANSPORTER: ANR PIPELINE COMPANY

By: _____

Title: _____

Date: _____

[Handwritten Signature: Joseph E. Pollard]
Agent and Attorney-in-Fact
[Handwritten Date: 4/27/11]

[Handwritten: PD 4/27/11]
[Handwritten: CE 4/27/11]

Appendix C

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

Marked Tariff

<u>Tariff Section</u>	<u>Version</u>
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