



April 10, 2019

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

ANR Pipeline Company
700 Louisiana Street, Suite 700
Houston, Texas 77002-2700

John A. Roscher
Director, Rates & Tariffs

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email John_Roscher@TransCanada.com
web www.anrpl.com/company_info/

Re: ANR Pipeline Company
Compliance Filing
Docket No. RP19-769-

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 to comply with the Commission order issued March 28, 2019, in Docket No. RP19-769-000 (“March Order”)² ANR Pipeline Company (“ANR”) respectfully submits the instant filing to revise its FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”). ANR is proposing herein to modify certain sections within its Tariff³ consistent with the directive in the Commission’s March Order, as more fully described below. ANR requests that the Commission accept the proposed tariff sections, included herein as Appendix A, to be effective April 1, 2019.

Correspondence

The names, titles, mailing addresses, 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 (2019).

² *ANR Pipeline Company*, 166 FERC ¶ 61,233 (2019).

³ Specifically, Section 6.2.2 – GT&C, Request for Transportation (“Section 6.2.2”) and Section 7.4 – Service Agreements, Transportation Service Request Form (“Section 7.4”).

John A. Roscher
Director, Rates & Tariffs
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* Persons designated for official service pursuant to Rule 2010.

Statement of the Nature, Reasons and Basis for Filing

On March 1, 2019, in Docket No. RP19-769-000 (“March Filing”), ANR filed with the Commission a non-conforming service agreement entered into with Wisconsin Public Services Corporation (“WPS Agreement”), along with one (1) revised tariff section to reflect the housing of the WPS Agreement in ANR’s Tariff.⁴ Specifically, the WPS Agreement provided for varying levels of No-Notice Entitlements (“NNE”) throughout the term of the contract. In its March Order, the Commission found that such varying levels of NNE constitute a material deviation that presents a risk of undue discrimination. Consequently, the March Order directed ANR to file, within 15 days of the issuance of the March Order, either a revised amended agreement with the non-conforming provision removed, or a revised Section 6.2.2 that includes Rate Schedule NNS as a rate schedule for which ANR can agree to varying contract quantities during the term of a shipper’s contract.

To comply with the Commission’s March Order, ANR is submitting in the instant filing proposed revisions to certain tariff sections that are intended to modify no-notice service under Rate Schedule NNS to permit, on a not unduly discriminatory basis, varying levels of NNE consistent with that reflected in the WPS Agreement. Specifically, ANR is proposing herein to revise Section 6.2.2(g)(6) to permit ANR and a shipper to mutually agree, on a not unduly discriminatory basis, to differing levels in a shipper’s NNE during the term of a shipper’s contract.⁵ The proposed language allows for varying NNE quantities during the term of an agreement and states that those varying levels will be specified in the shipper’s agreement. Consistent with the revision to Section 6.2.2(g)(6), ANR is proposing the addition of fixed language and

⁴ The March Filing included a non-conforming Rate Schedule NNS service agreement as tariff record 10.5 – Non-Conforming Agmt, Wisconsin Public Service NNS Agmt (#99515) and revised Section 1 – Table of Contents.

⁵ In its March Order, the Commission directed ANR to revise Section 6.2.2(g)(1) which permits varying levels of maximum daily quantity (“MDQ”) for certain of ANR’s firm transportation services. However, since Rate Schedule NNS utilizes NNE in describing contract quantities instead of MDQ, ANR has revised Section 6.2.2(g)(6), a Rate Schedule NNS-specific paragraph, to satisfy the Commission’s directive.

blank spaces to Section 7.4 (ANR's service request form) to allow shippers to request varying levels of NNE.⁶

To comply with the Commission's directive in the March Order, ANR is submitting in the instant filing, as Appendix A, revised Sections 6.2.2 and 7.4 of its Tariff, as more fully described above. ANR respectfully requests that the Commission accept Sections 6.2.2 and 7.4 to be effective April 1, 2019, which coincides with the effective date of the WPS Agreement and is consistent with the effective date originally requested in the March Filing.

Effective Date and Request for Waiver

ANR respectfully requests that the Commission accept the tariff sections included as Appendix A to be effective April 1, 2019. ANR respectfully requests the Commission grant all waivers of its regulations necessary to accept this filing and the tariff sections 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 Order No. 714, ANR is submitting the following XML filing package, which includes:

1. This transmittal letter;
2. A clean version of the 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 any attachments, is available during regular business hours for public inspection at ANR's principal place of business.

⁶ ANR's Sections 7.1 – Form of Service Agreement, Transporter's Firm Rate Schedules and 7.1.2 – Form of Service Agreement, Transporter's Firm Rate Schedules – Contract Quantity Exhibit already provide shippers with appropriate fill-in-the-blanks for varying levels of NNE, and, as a result, are not being revised herein.

Pursuant to Section 385.2005, 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 David Brown at (832) 320-5512.

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 Sections</u> | <u>Version</u> |
|---|----------------|
| 6.2.2 – GT&C, Request for Transportation | v.3.0.0 |
| 7.4 – Service Agreements, Transportation Service Request Form | v.5.0.0 |

6.2.2 Request for Transportation.

- (a) Each request, to be considered as an acceptable and valid request, must furnish the information set forth below.

- (b) Requestor's Identification.

Name, address, representative, telephone, e-mail address and/or fax number of party requesting service.

Is Requestor affiliated with ANR? (Please answer this question with "yes" or "no" and provide the % ownership shared between the parties.)

- (c) Shipper's Identification.

Is Shipper affiliated with ANR? (Please answer this question with "yes" or "no" and provide the % ownership shared between the parties.)

(Note: the "Shipper" is the party which proposes to execute the Agreement).

- (1) Legal Name
- (2) Entity Dun & Bradstreet Number
- (3) Representative's name, phone number, fax number and/or e-mail address

- (d) Type of Request.

New Service or Amendments

If amendment is being requested, the reason for the amendment and the Agreement No(s) of the Agreement(s) being amended.

- (e) Term of Service.

New Service

- (1) Date service is requested to commence.
- (2) Date service is requested to terminate (Unless otherwise agreed, Agreements for Rate Schedule FSS of at least twelve (12) consecutive Months must end on March 31. Agreements for Rate Schedule STS must end on March 31st).

Amendment(s) Effective Date: _____

(f) Type of Service(s) Requested.

Specify which Rate Schedule service is desired.

(g) Contract Quantities (stated in Dekatherms).

- (1) For Rate Schedules ETS, FTS-1, FTS-2, FTS-3, FTS-4, FTS-4L, STS and PTS-2

Specify Primary Route(s) and Primary Route(s) MDQ described by Primary Receipt Point identification name and number and Primary Delivery Point identification name and number. A Shipper's MDQ shall be a uniform quantity throughout the contract term, except that i) to the extent the requested Transportation Service is related to storage then Section 6.2.10(e) of these General Terms and Conditions applies; or ii) Transporter may, on a not unduly discriminatory basis, agree to differing levels in the Shipper's MDQ during the term of Shipper's contract. Shipper's MDQ and any differing levels in the MDQ, as well as the period of such differing MDQ levels, shall be specified in the Agreement.

- (2) Indicate desired options for Rate Schedules ETS and FTS-3.

- (3) For Storage related Transportation under Rate Schedules ETS, FTS-1, FTS-2, FTS-4 and FTS-4L, Transporter may permit a Shipper to have a Maximum Daily Quantity during the Summer Period equal to the Base Maximum Daily Injection Quantity; provided, however, that the only Primary Delivery Point during such Summer Period shall be the Point of Injection/Withdrawal and further, Transporter may permit a Shipper to have a Maximum Daily Quantity during the Winter Period equal to Shipper's Base Maximum Daily Withdrawal Quantity for Rate Schedule FSS provided that the only Primary Receipt Point during such Winter Period shall be the Point of Injection/Withdrawal.

- (4) For Rate Schedule FSS, Transporter may, on a not unduly discriminatory basis, agree to set Shipper's Base Maximum Daily Withdrawal Quantity ("Base MDWQ") to zero (0) during the initial Withdrawal (Winter) Period covered by the term of Shipper's Agreement, and a constant value during the subsequent remaining term of Shipper's Agreement. Shipper's Base MDWQ for each period shall be specified in the Agreement.

- (i) Winter Period only, or Flexible Entitlements; and
(ii) With storage ratchets or without storage ratchets.

- (5) For Rate Schedule DDS, the Maximum Storage Quantity.
- (6) For Rate Schedule NNS, the No-Notice Entitlements (NNE), the Designated Storage Account FSS Agreement Number and the NNS Storage Transportation Agreement Number. A Shipper's NNE shall be a uniform quantity throughout the contract term, except that Transporter may, on a not unduly discriminatory basis, agree to differing levels in the Shipper's NNE during the term of Shipper's contract. Shipper's NNE and any differing levels in the NNE, as well as the period of such differing NNE levels, shall be specified in the Agreement.

(h) Further Agreement.

Describe any other terms and conditions desired.

(i) Notices.

Name, address, representative, telephone, e-mail address and/or fax number for invoices, statements and all other matters.

ANR PIPELINE COMPANY
 TRANSPORTATION SERVICE REQUEST FORM

- Send:
- a) Electronically through ANR's Internet site
 - b) Fax Telecopy No. (832) 320-5677
 Verification No. (832) 320-5474
 - c) E-mail to ANRMarketing@Transcanada.com
 - d) Mail to:
 Marketing Department
 ANR Pipeline Company
 Suite 700
 700 Louisiana Street
 Houston, Texas 77002-2700

INFORMATION REQUIRED FOR VALID TRANSPORTATION REQUEST

1. SHIPPER

Full Legal Name: _____
 Entity ID (DUNs #): _____

Contact Name: _____
 Contact Phone: _____
 Contact e-mail: _____

Is Requestor affiliated with ANR?

_____ NO _____ YES _____ ANR
 _____ ANR Affiliate
 _____ % Ownership of or _____ % Owned By ANR
 or ANR Affiliate

Is Shipper affiliated with ANR?

_____ NO _____ YES _____ ANR
 _____ ANR Affiliate
 _____ % Ownership of or _____ % Owned By ANR
 or ANR Affiliate

2. TYPE OF REQUEST

_____ New Service

_____ Amended Service _____ (Contract #)

Amendment Reason: _____ Change Primary Point(s) (Must extend through term of Agreement)
 _____ Elevation of Secondary Point to Primary
 _____ Other (Reason)_____

If Amended Service Request is from a Capacity Release Replacement Shipper:

Replacement Shipper Contract #: _____
 Releasing Shipper Contract #: _____

3. CONTRACT TERM From: _____ To: _____
 Amendment Effective Date: _____
 (Unless otherwise agreed, Agreements for Rate Schedule FSS of at least twelve (12) consecutive months must end on March 31. Agreements for Rate Schedule STS must end on March 31.)

4. RATE SCHEDULE

_____ ETS _____ FSS _____ ITS _____ PTS-1
 _____ STS _____ DDS _____ ITS-3 _____ PTS-2
 _____ FTS-1 _____ MBS _____ IPLS _____ PTS-3
 _____ FTS-2 _____ NNS _____ IWS
 _____ FTS-3 _____ MSA (Master Service Agreement for Capacity Release)
 _____ FTS-4
 _____ FTS-4L

Associated Gathering Contract? _____ Yes _____ No

5. CONTRACT QUANTITIES

(A) Primary Routes for Rate Schedules ETS, FTS-1, FTS-2, STS, FTS-3, FTS-4, FTS-4L and PTS-2

| <u>Start Date</u> | <u>End Date</u> | <u>Receipt Point</u> | | <u>Delivery Point</u> | | <u>MDQ</u> <u>Dth/Day</u> | <u>MHQ</u> <u>Dth/Hour</u> |
|-------------------|-----------------|----------------------|-------------|-----------------------|-------------|------------------------------|-------------------------------|
| | | <u>No.</u> | <u>Name</u> | <u>No.</u> | <u>Name</u> | | |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |

See ANR point catalog for complete description. If a point that is not in ANR's point catalog is being requested, please provide a complete description.

If Requestor/Shipper is agreeable to lesser MDQ(s) when the above requested MDQ(s) capacity is not currently available, please identify acceptable lesser MDQ(s) below:

- ____ Requested MDQ(s) only; or
- ____ Acceptable minimum MDQ(s), by date and transportation path, as identified below:

- (B) Rate Schedule ETS Options: _____ Aggregation of Delivery Points
_____ MHQ
- (C) Rate Schedule FTS-3 Options: _____ Variation of Deliveries
(Enhanced Balancing)
_____ Short Notice Startup & Shutdown
- (D) Rate Schedule FSS

Maximum Storage Quantity (MSQ): _____ Dekatherms

Base Maximum Daily Withdrawal Quantity (MDWQ): _____ Dekatherms/day

OR:

Base Maximum Daily Withdrawal Quantity shall be set at zero (0) during the initial Withdrawal Period covered by the term of Shipper's Agreement, and at a constant value of _____ Dekatherms/day during the subsequent remaining term of Shipper's Agreement.

- Rate Schedule FSS Options: _____ Winter Period Only
_____ Flexible Entitlements (Annual)
_____ With Ratchets
_____ Without Ratchets
_____ Base Maximum Daily Injection

Quantity (MDIQ) (if applicable)
Base MDIQ _____ Dekatherms/day

(E) Rate Schedule DDS

Maximum Storage Quantity Dekatherms _____

(F) Rate Schedule NNS

Delivery Location # _____ Delivery Location Name: _____
No-Notice Entitlements (NNE) Dekatherms _____

OR:

Time Period: _____ Dekatherms _____
Time Period: _____ Dekatherms _____

Designated Storage Account and NNS Storage Transportation
_____ FSS Agreement No.
_____ ETS, FTS-1, or FTS-3 Agreement No.

6. FURTHER AGREEMENT

(Write None or specify the agreement.)

7. NOTICES

(A) Shipper Notices

Address: _____

City, State Zip: _____
Attn: _____
E-mail: _____
Phone: _____
Fax: _____

(B) Invoices and Statements _____ Same as above

Address: _____

City, State Zip: _____
Attn: _____
E-mail: _____
Phone: _____
Fax: _____

THIS TRANSPORTATION SERVICE REQUEST IS HEREBY SUBMITTED.

REQUESTOR:

(Name)

(Address)

(City, State Zip)

By: _____
Title: _____
Date: _____
Phone: _____ Fax: _____
E-mail: _____

Appendix B

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

Marked Tariff

| <u>Tariff Sections</u> | <u>Version</u> |
|---|----------------|
| 6.2.2 – GT&C, Request for Transportation | v.3.0.0 |
| 7.4 – Service Agreements, Transportation Service Request Form | v.5.0.0 |

6.2.2 Request for Transportation.

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Is Shipper affiliated with ANR? (Please answer this question with "yes" or "no" and provide the % ownership shared between the parties.)

(Note: the "Shipper" is the party which proposes to execute the Agreement).

- (1) Legal Name
- (2) Entity Dun & Bradstreet Number
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- (d) Type of Request.

New Service or Amendments

If amendment is being requested, the reason for the amendment and the Agreement No(s) of the Agreement(s) being amended.

- (e) Term of Service.

New Service

- (1) Date service is requested to commence.
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Describe any other terms and conditions desired.

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ANR PIPELINE COMPANY
 TRANSPORTATION SERVICE REQUEST FORM

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 - c) E-mail to ANRMarketing@Transcanada.com
 - d) Mail to:
 Marketing Department
 ANR Pipeline Company
 Suite 700
 700 Louisiana Street
 Houston, Texas 77002-2700

INFORMATION REQUIRED FOR VALID TRANSPORTATION REQUEST

1. SHIPPER

Full Legal Name: _____
 Entity ID (DUNs #): _____

Contact Name: _____
 Contact Phone: _____
 Contact e-mail: _____

Is Requestor affiliated with ANR?

_____ NO _____ YES _____ ANR
 _____ ANR Affiliate
 _____ % Ownership of or _____ % Owned By ANR
 or ANR Affiliate

Is Shipper affiliated with ANR?

_____ NO _____ YES _____ ANR
 _____ ANR Affiliate
 _____ % Ownership of or _____ % Owned By ANR
 or ANR Affiliate

2. TYPE OF REQUEST

_____ New Service

_____ Amended Service _____ (Contract #)

Amendment Reason: _____ Change Primary Point(s) (Must extend through term of Agreement)
 _____ Elevation of Secondary Point to Primary
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 _____ FTS-3 _____ MSA (Master Service Agreement for Capacity Release)
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Associated Gathering Contract? _____ Yes _____ No

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|-------------------|-----------------|----------------------|-------------|-----------------------|-------------|------------------------------|-------------------------------|
| | | <u>No.</u> | <u>Name</u> | <u>No.</u> | <u>Name</u> | | |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |

See ANR point catalog for complete description. If a point that is not in ANR's point catalog is being requested, please provide a complete description.

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- (D) Rate Schedule FSS

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Base Maximum Daily Withdrawal Quantity (MDWQ): _____ Dekatherms/day

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- Rate Schedule FSS Options: _____ Winter Period Only
_____ Flexible Entitlements (Annual)
_____ With Ratchets
_____ Without Ratchets
_____ Base Maximum Daily Injection

Quantity (MDIQ) (if applicable)
Base MDIQ _____ Dekatherms/day

(E) Rate Schedule DDS

Maximum Storage Quantity Dekatherms _____

(F) Rate Schedule NNS

Delivery Location # _____ Delivery Location Name: _____
No-Notice Entitlements (NNE) Dekatherms _____

OR:

Time Period: _____ Dekatherms
Time Period: _____ Dekatherms

Designated Storage Account and NNS Storage Transportation
_____ FSS Agreement No.
_____ ETS, FTS-1, or FTS-3 Agreement No.

6. FURTHER AGREEMENT

(Write None or specify the agreement.)

7. NOTICES

(A) Shipper Notices

Address: _____

City, State Zip: _____
Attn: _____
E-mail: _____
Phone: _____
Fax: _____

(B) Invoices and Statements _____ Same as above

Address: _____

City, State Zip: _____
Attn: _____
E-mail: _____
Phone: _____
Fax: _____

THIS TRANSPORTATION SERVICE REQUEST IS HEREBY SUBMITTED.

REQUESTOR:

(Name)

(Address)

(City, State Zip)

By: _____
Title: _____
Date: _____
Phone: _____ Fax: _____
E-mail: _____