



July 10, 2014

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

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

John A. Roscher
Director, Rates & Tariffs

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

Re: ANR Pipeline Company
Change in FERC Gas Tariff
Docket No. RP14-_____ -

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 revised Section 6.2.10² to be part of its FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”). As explained in greater detail below, ANR is proposing a revision to tariff Section 6.2.10 to allow for acceptable contingencies in an open season for the sale of available capacity. ANR respectfully requests that the Commission accept revised tariff Section 6.2.10, included herein as Appendix A, to become effective August 11, 2014.

Correspondence

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

¹ 18 C.F.R. Part 154 (2014).

² Specifically, Part 6.2.10 – GT&C, Sale of Service (“Section 6.2.10”) is being revised in the instant filing.

John A. Roscher
Director, Rates and Tariffs
* 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

* David R. Hammel
Senior Legal Counsel
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

ANR is proposing in the instant filing to augment the list of allowable items that can be included in a notice of open season for the sale of available capacity. Currently, tariff Section 6.2.10, paragraph (h), specifies that a notice of open season will include bid evaluation criteria, details of what constitutes a valid bid request, and details of when successful bidders will be identified. Section 6.2.10 is silent, however, regarding ANR's ability to specify acceptable bid contingencies. ANR is proposing herein to add language to Section 6.2.10 which would allow ANR to specify contingencies that ANR is willing to accept as part of a bid submitted in response to a notice of open season for the sale of available capacity. The modification proposed herein will allow ANR to provide greater flexibility to potential shippers in instances where potential shippers have a need to align other business or logistical considerations with the acquisition of ANR capacity, such as the concurrent acquisition of adjoining capacity on upstream or downstream pipelines. By adding flexibility to the open season process, ANR's proposal may thus expand the pool of bidders for unsubscribed, available capacity, to the benefit of ANR and its existing shippers. ANR's proposed tariff modification is consistent with language previously accepted by the Commission and included in other pipeline tariffs.³

³*Pls see, Bison Pipeline LLC*, FERC Gas Tariff Original Volume No. 1, Part 6.26.1-GT&C, Posting of Firm Capacity, paragraph (c); *Dominion Transmission, Inc.*, FERC Gas Tariff Fourth Revised Volume No. 1, GT&C Section 43-Allocation of Unsubscribed Firm Capacity, paragraph (5)(C); *Kern River Gas Transmission Company*, FERC Tariff Third Revised Volume No. 1, Sheet No. 287, paragraph 27 (3)(a)(5); and *Natural Gas Pipeline Company of America LLC*, FERC Gas Tariff Eighth Revised Volume No. 1, Part 6.5-Priority of Service, paragraph 5.1 (c)(1)(iv)(E).

The revision to tariff Section 6.2.10 is fully set forth in Appendix A, attached hereto.

Effective Date

ANR is requesting that the Commission approve the tariff section filed herein and included as Appendix A to become effective August 11, 2014.

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. 714,⁴ ANR is submitting the following XML filing package, which includes:

- 1) This transmittal letter;
- 2) A clean version of the tariff section (Appendix A); and
- 3) A marked version of the tariff section (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.

⁴ *Electronic Tariff Filings*, 124 FERC ¶ 61,270 (2008) ("Order No. 714").

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

Tariff Sections

Version

6.2.10 – GT&C, Sale of Service

v.1.0.0

6.2.10 Sale of Service.

Transporter will respond to requests for Transportation Service submitted in accordance with this Section 6.2 within five (5) Business Days of Transporter's receipt of such request.

- (a) To the extent that Transporter does not consider a request acceptable and valid in accordance with Section 6.2.2, above, Transporter's response shall identify those elements of the request that cause Transporter to consider the request not acceptable and valid in accordance with Section 6.2.2, above.
- (b) To the extent that Transporter considers a request acceptable and valid in accordance with Section 6.2.2, above, Transporter's response shall state whether it is operationally feasible to provide the requested Transportation Service and whether the request for Transportation Service is granted, provided that Transporter shall not be obligated under any circumstances to accept requests for service at rates less than maximum rates.
- (c) To the extent that a request for service is at maximum rates, is at a fixed MDQ for the requested term and it is operationally feasible for Transporter to provide the requested service, then Transporter shall be obligated to grant such requests for service that are made within the time periods set forth below subject to the conditions above:
 - (i) For service for a term of one year or longer, requests made within six (6) months of the requested service commencement date;
 - (ii) For service for a term of either a Winter Period or a Summer Period or longer, but less than one year, requests made within thirty (30) days of the requested service commencement date;
 - (iii) For service for a term of less than either a Winter Period or Summer Period but longer than one month, requests made within ten (10) days of the requested service commencement date; and
 - (iv) For service for a term of one month or less, requests made within six (6) days of the requested service commencement date.
- (d) A request for transportation services associated with a storage service request whose combined term is the same as the storage service term, and where the MDQ of the request matches, subject to an initial adjustment for Transporter's Use, the Maximum Daily Injection Quantity and the Maximum Daily Withdrawal Quantity, respectively, of the storage service, shall be a valid request and shall be administered under the same timeframe in Section 6.2.10(c)(i)-(iv) above as the

storage service request regardless of whether the transportation service would be provided under multiple contracts for the injection and withdrawal periods.

- (e) Transporter may grant, on a not unduly-discriminatory basis, requests for service made outside of the time periods set forth in Section 6.2.10(c) above.
- (f) Transporter is not required to sell multiple year contracts unless the request is for continuous service at a fixed MDQ during the contract period (except to the extent the requested Transportation Service is related to storage in which event Section 6.2.10(d) above applies).
- (g) Nothing in this Section 6.2.10 shall in any way limit or affect a Shipper's right, as defined under Section 6.22.3(b) of these General Terms and Conditions, to select the term of Agreement when the Shipper is willing to pay maximum rates to exercise its ROFR. When a request is made for transportation service that is associated with third-party storage, such service shall be available to similarly situated Shippers on the same terms and conditions as is transportation service associated with Transporter's storage services.
- (h) Transporter may conduct an open season to sell capacity that has been posted on GEMStm as uncontracted-for capacity and such capacity is not otherwise subject to a pending request for Transportation Services. If Transporter conducts such an open season it will post a notice of the open season on GEMStm to afford all potential Shippers an opportunity to acquire the capacity. Any award of capacity through an open season is subject to the requirements for service to commence as set forth in this Tariff, including Transporter's creditworthiness requirements. Any potential shipper wishing to purchase the capacity in an open season may participate in the open season. Transporter will use nondiscriminatory and objective posting, bidding and evaluation criteria, which evaluation criteria will be specified in the notice of open season, along with the details of what constitutes a valid bid request, contingencies that Transporter is willing to accept, and details of when the successful bidder(s), if any, will be identified by posting of a notice on GEMStm. Once an open season commences, all requests for service for the capacity available through the open season will be treated under this open season process.
- (i) Capacity made available in an open season may include capacity for service that commences outside of time periods set forth in Section 6.2.10(c) above or that includes reduction options under Section 6.32 of these General Terms and Conditions. Transporter shall conduct an open season to sell capacity in the following circumstances:
 - (1) If (i) a potential Shipper requests service one year or more in advance of the date that the service is to commence, (ii) capacity available to satisfy that

request is not otherwise subject to a pending request for Transportation Services, and (iii) Transporter wishes to sell capacity for the interim period prior to the start of the requested service commencement date without ROFR, then Transporter shall (1) so indicate in its open season posting, (2) include a bid methodology based on a net present value analysis, and (3) include the interim capacity as available capacity to be bid on by potential Shippers in the open season.

- (2) If Transporter agrees with a potential Shipper to provide capacity reduction options in accordance with Section 6.32.5 of these General Terms and Conditions, Transporter shall (i) so indicate in its open season posting, and (ii) include a bid methodology based on a net present value analysis.

Except as otherwise set forth in Section 6.2.10(i)(1) and (2) above, any open season conducted by Transporter in accordance with this Section 6.2.10(i) shall comply with Section 6.2.10(h) above.

Appendix B

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

Marked Tariff

<u>Tariff Sections</u>	<u>Version</u>
6.2.10 – GT&C, Sale of Service	v.1.0.0

6.2.10 Sale of Service.

Transporter will respond to requests for Transportation Service submitted in accordance with this Section 6.2 within five (5) Business Days of Transporter's receipt of such request.

- (a) To the extent that Transporter does not consider a request acceptable and valid in accordance with Section 6.2.2, above, Transporter's response shall identify those elements of the request that cause Transporter to consider the request not acceptable and valid in accordance with Section 6.2.2, above.
- (b) To the extent that Transporter considers a request acceptable and valid in accordance with Section 6.2.2, above, Transporter's response shall state whether it is operationally feasible to provide the requested Transportation Service and whether the request for Transportation Service is granted, provided that Transporter shall not be obligated under any circumstances to accept requests for service at rates less than maximum rates.
- (c) To the extent that a request for service is at maximum rates, is at a fixed MDQ for the requested term and it is operationally feasible for Transporter to provide the requested service, then Transporter shall be obligated to grant such requests for service that are made within the time periods set forth below subject to the conditions above:
 - (i) For service for a term of one year or longer, requests made within six (6) months of the requested service commencement date;
 - (ii) For service for a term of either a Winter Period or a Summer Period or longer, but less than one year, requests made within thirty (30) days of the requested service commencement date;
 - (iii) For service for a term of less than either a Winter Period or Summer Period but longer than one month, requests made within ten (10) days of the requested service commencement date; and
 - (iv) For service for a term of one month or less, requests made within six (6) days of the requested service commencement date.
- (d) A request for transportation services associated with a storage service request whose combined term is the same as the storage service term, and where the MDQ of the request matches, subject to an initial adjustment for Transporter's Use, the Maximum Daily Injection Quantity and the Maximum Daily Withdrawal Quantity, respectively, of the storage service, shall be a valid request and shall be administered under the same timeframe in Section 6.2.10(c)(i)-(iv) above as the

storage service request regardless of whether the transportation service would be provided under multiple contracts for the injection and withdrawal periods.

- (e) Transporter may grant, on a not unduly-discriminatory basis, requests for service made outside of the time periods set forth in Section 6.2.10(c) above.
- (f) Transporter is not required to sell multiple year contracts unless the request is for continuous service at a fixed MDQ during the contract period (except to the extent the requested Transportation Service is related to storage in which event Section 6.2.10(d) above applies).
- (g) Nothing in this Section 6.2.10 shall in any way limit or affect a Shipper's right, as defined under Section 6.22.3(b) of these General Terms and Conditions, to select the term of Agreement when the Shipper is willing to pay maximum rates to exercise its ROFR. When a request is made for transportation service that is associated with third-party storage, such service shall be available to similarly situated Shippers on the same terms and conditions as is transportation service associated with Transporter's storage services.
- (h) Transporter may conduct an open season to sell capacity that has been posted on GEMStm as uncontracted-for capacity and such capacity is not otherwise subject to a pending request for Transportation Services. If Transporter conducts such an open season it will post a notice of the open season on GEMStm to afford all potential Shippers an opportunity to acquire the capacity. Any award of capacity through an open season is subject to the requirements for service to commence as set forth in this Tariff, including Transporter's creditworthiness requirements. Any potential shipper wishing to purchase the capacity in an open season may participate in the open season. Transporter will use nondiscriminatory and objective posting, bidding and evaluation criteria, which evaluation criteria will be specified in the notice of open season, along with the details of what constitutes a valid bid request, contingencies that Transporter is willing to accept, and details of when the successful bidder(s), if any, will be identified by posting of a notice on GEMStm. Once an open season commences, all requests for service for the capacity available through the open season will be treated under this open season process.
- (i) Capacity made available in an open season may include capacity for service that commences outside of time periods set forth in Section 6.2.10(c) above or that includes reduction options under Section 6.32 of these General Terms and Conditions. Transporter shall conduct an open season to sell capacity in the following circumstances:
 - (1) If (i) a potential Shipper requests service one year or more in advance of the date that the service is to commence, (ii) capacity available to satisfy that

request is not otherwise subject to a pending request for Transportation Services, and (iii) Transporter wishes to sell capacity for the interim period prior to the start of the requested service commencement date without ROFR, then Transporter shall (1) so indicate in its open season posting, (2) include a bid methodology based on a net present value analysis, and (3) include the interim capacity as available capacity to be bid on by potential Shippers in the open season.

- (2) If Transporter agrees with a potential Shipper to provide capacity reduction options in accordance with Section 6.32.5 of these General Terms and Conditions, Transporter shall (i) so indicate in its open season posting, and (ii) include a bid methodology based on a net present value analysis.

Except as otherwise set forth in Section 6.2.10(i)(1) and (2) above, any open season conducted by Transporter in accordance with this Section 6.2.10(i) shall comply with Section 6.2.10(h) above.