



September 1, 2016

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 & Regulatory

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Re: ANR Pipeline Company
Negotiated Rate Agreements
Docket No. RP16-_____ - _____

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”) hereby tenders for filing and acceptance one (1) tariff record reflecting one (1) Rate Schedule ETS (“ETS”) negotiated rate service amendment (“Amendment”)² to be part of its FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”). ANR requests that the Commission accept the tariff record, included herein as Appendix A, to be effective September 1, 2016.

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 (2016).

² *Electronic Tariff Filings*, 124 FERC ¶ 61,270 (2008) (“Order No. 714”). Order No. 714 at P 42. Order No. 714 states that “Negotiated rate agreements... need not be divided, but can be filed as entire documents.” ANR has elected to file the agreement included herein as a whole document, in PDF format.

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* Persons designated for official service pursuant to Rule 2010.

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 Section 6.27, paragraph 2, ANR is submitting for filing one (1) Amendment between ANR and Vectren Energy Delivery of Ohio, Inc. ("Vectren"), as more fully described below:

ANR has agreed to allow Vectren to change its Primary Receipt Point for negotiated rate ETS Contract No. 126279 to REX Shelbyville #742252 effective September 1, 2016, and has updated the Primary Route Exhibit to reflect this change. Contract No. 126279 is included in Appendix A as tariff record 9.32.⁴

ANR advises that no undisclosed agreements, etc., are linked to the Amendment, which is included herein as Appendix A.⁵ To conform with Order No. 714, ANR is submitting the Amendment in its entirety as tariff record 9.32.⁶

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

⁴ Contract No. 126279 was originally filed with and accepted by the Commission as a negotiated rate agreement containing non-conforming provisions. *ANR Pipeline Company*, Docket No. RP16-648-000 (March 30, 2016) (unpublished Director's Letter Order). The non-conforming provisions previously accepted by the Commission in Docket No. RP16-468-000 remain unchanged.

⁵ ANR has elected to report the Amendment by filing it in accordance with Section 6.27 of the General Terms and Conditions of its Tariff. The Amendment provides all of the information required by Section 6.27 of ANR's Tariff, including: (1) the exact legal name of the Shipper; (2) the negotiated rate; (3) the applicable rate schedule; (4) the receipt and delivery points; and (5) the contract quantities.

⁶ Order No. 714 at P 13. Order No. 714 states that "...all new...agreements must be filed using the standards. Existing agreements need to be filed electronically only when they are revised."

ANR is requesting that the Commission accept the Amendment, submitted herein as tariff record 9.32, to be effective September 1, 2016.

Effective Date and Request for Waiver

ANR respectfully requests that the Commission approve the Amendment, included as Appendix A, to be effective September 1, 2016, and respectfully requests waiver of Section 154.207 of the Commission's regulations to allow for this effective date.⁷

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. Clean tariff record (Appendix A); and
3. Marked version of the Amendment (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.

⁷ See *Statement of Policy on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Services of Natural Gas Pipelines*, 74 FERC ¶ 61,176 at 61,241-242 (1996) (indicating that the Commission will "readily grant requests to waive the 30-day notice requirement").

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 & Regulatory

Enclosures

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

Tariff Record

<u>Tariff</u>	<u>Shipper</u>	<u>Rate</u>	<u>Agreement</u>	<u>Version</u>
<u>Record</u>		<u>Schedule</u>		

Section 9 - Non-Conforming Agreements with Negotiated Rates

9.32	Vectren Energy Delivery of Ohio, Inc.	ETS	#126279	v.1.0.0
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Enhanced Transportation Service Agreement
Rate Schedule ETS

Vectren Energy Delivery of Ohio, Inc.
(#126279)

Agreement Effective Date: April 1, 2016
Amendment No. 1 Effective Date: September 1, 2016

Date: May 20, 2015

Contract No.: 126279

ETS SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and VECTREN ENERGY DELIVERY OF OHIO, INC. (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:**

Pursuant to Part 284 of the Federal Energy Regulatory Commission's (FERC or Commission) Regulations.

2. **RATE SCHEDULE: Enhanced Transportation Service (ETS)**

3. **CONTRACT QUANTITIES:**

Primary Routes - see Exhibit attached hereto.

Such Contract Quantities shall be reduced for scheduling purposes, but not for billing purposes, by the Contract Quantities that Shipper has released through Transporter's capacity release program for the period of any release.

4. **TERM OF AGREEMENT:**

April 01, 2016 to

March 31, 2026

Right of First Refusal:

Regulatory (in accordance with Section 6.22 of the General Terms and Conditions of Transporter's Tariff)

Date: May 20, 2015

Contract No.: 126279

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 provided herein.

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 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 changes in rates in whole or in part.

Shipper's reservation rate for the primary route as set forth in the Primary Route Exhibit under this contract #126279 shall be the maximum reservation rate allowable by FERC for service under ANR's ETS Rate Schedule, as may change from time to time, plus an additional monthly charge of \$0.7604/Dth.

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 Transporter's Internet website. Shipper or Transporter may change the addresses below by written notice to the other without the necessity of amending this agreement:

Date: May 20, 2015

Contract No.: 126279

TRANSPORTER:

ANR Pipeline Company
700 Louisiana Street, Suite 700
Houston, Texas 77002-2700
Attention: Commercial Services

SHIPPER:

VECTREN ENERGY DELIVERY OF OHIO, INC.
ONE VECTREN SQUARE
EVANSVILLE, IN 47708
Attention: PERRY PERGOLA

Telephone: 812-491-4670
FAX: 812-491-4138
E-mail: pmpergola@vectren.com

INVOICES AND STATEMENTS:

VECTREN ENERGY DELIVERY OF OHIO, INC.
ONE VECTREN SQUARE
EVANSVILLE, IN 47708
Attention: PERRY PERGOLA

Telephone: 812-491-4670
FAX: 812-491-4138
E-mail: pmpergola@vectren.com

8. FURTHER AGREEMENT:

In addition to submitting the total BTS nominations to Location Name/ID "VEDO-GRP 1" (1400988) via Transporters EBB, Shipper shall also provide Transporter with a detailed schedule listing the specific quantity of gas to be delivered to each delivery location within the ETS Group via electronic delivery method specified by Transporter including intraday changes for any applicable nomination cycle as defined by NAESB / ANRPL's Tariff. The applicable locations contained within the ETS Group "VEDO-GRP 1" are as follows; Location Name/ID -- Lebanon/Red Lion (108796); Lebanon/Derby Int (295956), and any future points to be named

Date: May 20, 2015

Contract No.: 126279

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: VECTREN ENERGY DELIVERY OF OHIO, INC.

By:

[Signature]

(PMP)

Title: VP - REGULATORY AFFAIRS & GAS SUPPLY

Date:

6-18-15

TRANSPORTER: ANR PIPELINE COMPANY

By:

[Signature]

Title:

Director, Commercial Services

Date:

6-23-15

Legal
Stamp
Date

SJS
5-20-15

JFC
5-20-15

20 6/18/15
ee 4/18/15

PRIMARY ROUTE EXHIBIT

To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND VECTREN ENERGY DELIVERY OF OHIO, INC. (Shipper)

Contract No: 126279
Rate Schedule: ETS
Contract Date: May 20, 2015
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
(PMP) 1387755 LEBANON/DOMINION RECEIPT VEDO GRP-1 FROM: April 01, 2016	1400988 TO: March 31, 2026	30000	0	0

Contract No: 126279
Amendment No: 01

AMENDMENT

Date: August 03, 2016

"Transporter": ANR PIPELINE COMPANY

"Shipper": VECTREN ENERGY DELIVERY OF OHIO, INC.

ETS Contract No. 126279 dated May 20, 2015 ("Agreement") between Transporter and Shipper is amended effective September 01, 2016 as follows:

Shipper and Transporter have agreed to change the Primary Receipt Point from Lebanon/Dominion (1387755) to REX Shelbyville (742252). An updated Primary Route Exhibit reflecting this change is attached.

All other terms and conditions of the Agreement shall remain in full force and effect.

VECTREN ENERGY DELIVERY OF OHIO, INC.
"Shipper"

By: [Signature]
Title: Director Gas Supply
Date: August 4, 2016

ANR PIPELINE COMPANY
"Transporter"

By: [Signature]
Title: Director, Commercial Services
Date: 8-5-16

APR
8-4-16
JZW 8/4/16

PRIMARY ROUTE EXHIBIT

To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND VECTREN ENERGY DELIVERY OF OHIO, INC. (Shipper)

Contract No: 126279
Rate Schedule: ETS
Contract Date: May 20, 2015
Amendment Date: August 03, 2016

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
742252 REX SHELBYVILLE FROM: September 01, 2016	1400988 VEDO GRP-1 TO: March 31, 2026	30000	0	0
1387755 LEBANON/DOMINION RECEIPT FROM: April 01, 2016	1400988 VEDO GRP-1 TO: August 31, 2016	30000	0	0

Appendix B
ANR Pipeline Company
Marked Agreement

- 1) Vectren Energy Delivery of Ohio, Inc.
Rate Schedule ETS Service Agreement Amendment No. 1 (#126279)