

December 20, 2013

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

Re: ANR Pipeline Company

Change in FERC Gas Tariff

Docket No. RP14-

Dear Ms. Bose:

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

John A. Roscher Director, Rates & Tariffs

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Pursuant to Section 4 of the Natural Gas Act ("NGA") and Part 154 of the Federal Energy Regulatory Commission's ("FERC" or "Commission") regulations, ANR Pipeline Company ("ANR") respectfully submits for filing and acceptance revised Sections 6.1 and 7.4² to be part of its FERC Gas Tariff, Third Revised Volume No. 1 ("Tariff"). As explained in greater detail below, ANR is proposing revisions to tariff Sections 6.1 and 7.4 to allow for greater injection flexibility for shippers that contract with ANR for firm storage service. ANR respectfully requests that the Commission accept revised tariff Sections 6.1 and 7.4, included herein as Appendix A, to become effective February 1, 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 (2013).

² Specifically, Part 6.1 – GT&C, Definitions ("Section 6.1"), and Part 7.4 – Service Agreements, Transportation Service Request Form ("Section 7.4"), are being revised in the instant filing.

John A. Roscher Director, Rates and Tariffs

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* Persons designated for official service pursuant to Rule 2010.

Statement of the Nature, Reasons and Basis for Filing

On May 1, 2013, in Docket No. RP13-873-000, ANR filed with the Commission revised tariff sections to provide greater injection flexibility to Rate Schedule FSS ("FSS") shippers electing both Flexible Entitlements³ and high-deliverability storage service (*i.e.*, 10 to 49 days of withdrawal capability) ("May 1 Filing"). ANR submitted the May 1 Filing in an effort to be more responsive to the changing storage marketplace and to provide a more flexible storage service for qualifying storage customers. Specifically, the May 1 Filing proposed that qualifying customers be provided with the flexibility to mutually agree with ANR to inject their Maximum Storage Quantity ("MSQ") into their storage account over a shorter time-frame, if desired, allowing those customers to tailor their storage gas purchasing decisions based on prevailing gas prices and other business factors, more so than entitlement constraints. On May 16, 2013, the Commission accepted the revised tariff sections.⁴

ANR conducted an open season in August of this year which resulted in the sale of nearly 8 Bcf of FSS service reflecting the enhanced injection flexibility feature provided by the May 1 Filing. Notwithstanding the new storage contracts generated by this most recent open season, ANR continues to face a very challenging and dynamic storage marketplace with decreased storage values and increased decontracting of its existing storage services, leading to increased levels of unsubscribed storage capacity on ANR's system.

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³ Section 5.12.6 – Rate Schedule FSS, Enhanced Service Features, paragraph 2, of ANR's Tariff describes Flexible Entitlements ("Flexible Entitlements"), where shippers may elect flexible injections and withdrawals from storage to permit injections and withdrawals on any day of the storage contract year.

⁴ ANR Pipeline Company, Docket No. RP13-873-000 (May 16, 2013) (unpublished Director's letter order).

Based upon the very favorable market response to the injection flexibility provided by the Commission-approved May 1 Filing, ANR is proposing in the instant filing to further broaden the applicability of injection flexibility to all of ANR's FSS storage customers. Specifically, ANR is proposing herein to revise its definition of Base MDIQ to provide ANR and its storage customers the flexibility to mutually agree to a daily injection contract quantity different from that currently stipulated in ANR's Tariff.⁵ Similarly, ANR is proposing herein to revise its definition of Storage Contract Year⁶ to provide ANR and its storage customers the flexibility to mutually agree to an ending date other than March 31 for storage services of at least twelve (12) consecutive months. The changes proposed herein to Section 6.1 are intended to provide greater operational and contracting flexibility for ANR's existing storage service customers and to attract potential new markets such as gas-fired electric generation and asset managers, all of whom are seeking more flexible storage services to satisfy their business and natural gas portfolio requirements. Additionally, ANR is proposing revisions to Section 7.4 to mirror the flexibility being proposed for the Storage Contract Year in Section 6.1, and to eliminate duplicative language.

ANR has determined that it can make the changes proposed herein and mutually agree to more flexible injection and storage year parameters without detriment to existing storage or transportation customers.

The revisions to tariff Sections 6.1 and 7.4 are fully set forth in Appendix A, attached hereto.

Effective Date

ANR is requesting that the Commission approve the tariff sections filed herein and included as Appendix A to become effective February 1, 2014.

⁵ Section 6.1, paragraph 5, in ANR's Tariff defines the term Base Maximum Daily Injection Quantity ("Base MDIQ"). A storage customer without Flexible Entitlements is currently limited to a Base MDIQ which is equal to its MSQ divided by two hundred (200) for FSS service without ratchets, or a Base MDIQ which is equal to its MSQ divided by one hundred seventy-five (175) for FSS service with ratchets.

⁶ Section 6.1, paragraph 74, in ANR's Tariff defines the term Storage Contract Year ("Storage Contract Year").

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) Clean tariff sections (Appendix A); and
- 3) 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

John A. Roscher

Director, Rates & Tariffs

Enclosures

⁷ Electronic Tariff Filings, 124 FERC ¶ 61,270 (2008) ("Order No. 714").

Appendix A

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

Clean Tariff

<u>Tariff Sections</u>	<u>Version</u>
6.1 – GT&C, Definitions	v.2.0.0
7.4 - Service Agreements, Transportation Service Request Form	v.2.0.0

6.1 DEFINITIONS

- 1. The term "Agreement" shall mean the Service Agreement executed by the Shipper and Transporter and any exhibits, attachments and/or amendments thereto. Effective May 1, 1994, Shippers shall be required to execute a separate gathering service agreement in order to obtain service on any facilities in a Pooling Area not functionalized as transmission.
- 2. The term "Associated Liquefiables" shall mean that portion of Transporter's Gas stream that is extracted as liquid hydrocarbons at a processing plant.
- 3. The term "Associated Liquids" shall mean condensate (liquid hydrocarbons without free water) produced in conjunction with the production of Gas to be transported hereunder (the quantity shall not exceed 10 bbls per MMcf).
- 4. The term "Backhaul" shall mean the receipt and delivery of Gas which is accomplished by the Transporter's delivery of Gas at Delivery Point(s) which are upstream from the Receipt Point(s) of such Gas.
- 5. Unless otherwise agreed, the term "Base Maximum Daily Injection Quantity" ("Base MDIQ") shall mean the maximum quantity of Gas that Transporter is required to inject into Storage for the account of Shipper on a firm basis, and shall be equal to the MSQ divided by two hundred (200) for Rate Schedule FSS without ratchets and the MSQ divided by one hundred seventy-five (175) for Rate Schedule FSS with ratchets. Provided, further, that for Rate Schedule FSS with Flexible Entitlements and a Base MDWQ between 1/10 and 1/49 of its MSQ, the Base MDIQ shall be a mutually agreeable amount.
- 6. The term "Base Maximum Daily Withdrawal Quantity" ("Base MDWQ") shall mean the maximum quantity of Gas that Transporter is required to withdraw from Storage for a Shipper, and shall be at least one-two hundred and thirteenth (1/213) but not more than one tenth (1/10) of the MSQ.
- 7. The term "Burner Tip Actual" ("BTA") shall mean quantities of Gas that have been electronically measured at the point of actual consumption for Rate Schedule FTS-3, ITS-3 and MBS Shippers and submitted via electronic measurement system to Transporter; provided, however, that if deliveries at the point of actual consumption include commingled deliveries from another supply source, the Shipper or Shipper's designee must identify the quantity attributable to each supply source, subject to verification of same by the intervening downstream transporter, including Transporter's deliveries within four (4) hours after the close of the applicable Day.

- 8. The term "Business Day" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the United States, and similar holidays for transactions in Canada and Mexico.
- 9. The term "BTA Stand-Alone Option" shall mean service to a Notice Service Shipper that has elected and qualified to have deliveries allocated on a BTA basis and agreed to the installation of flow control facilities at the point of consumption.
- 10. The term "BTU" shall mean one (1) British thermal unit, the amount of heat required to raise the temperature of one (1) pound of water one (1) degree Fahrenheit at sixty (60) degrees Fahrenheit, and is the International Btu. The reporting basis for BTU is 14.73 psia and 60 degrees F (101.325 kPa and 15 degrees C, and dry); and for gigacalorie it is 1.035646 Kg/cm2 and 15.6 degrees C, and dry.
- 11. The term "Cashout" shall mean the monetary settlement of quantities of Gas owed to or by Transporter or third parties, as further described in Section 6.15 of these General Terms and Conditions.
- 12. The term "Cashout Price" shall mean the price determined pursuant to Section 6.15 of these General Terms and Conditions.
- 13. The term "Catalog Receipt Point(s)" shall mean any eligible Transmission Receipt Point(s) located in a Pooling Area.
- 14. The term "Central Clock Time" or "CCT" shall mean Central Standard Time ("CST") except when Daylight Savings Time is in effect, when it shall mean one hour in advance of CST. All times referenced in this Tariff shall be in CCT.
- 15. The term "Commission" shall mean the Federal Energy Regulatory Commission or any successor regulatory authority.
- 16. The term "Confirmed Price" shall mean the Transportation rate inclusive of all applicable fees and surcharges agreed upon by Transporter and Shipper.
- 17. The term "Cycling Fuel" shall mean the quantity of Gas equal to Transporter's Use (%) for Rate Schedule FSS times the quantity of Working Storage Gas in excess of twenty percent (20%) of Shipper's MSQ at the end of the Winter Period.
- 18. The term "Day" shall mean a period of consecutive hours, beginning at 9:00 a.m., and ending on the following 9:00 a.m.
- 19. The term "DDS Maximum Daily Injection Quantity" shall mean one thirtieth (1/30) of the Maximum Storage Quantity.

- 20. The term "DDS Maximum Daily Withdrawal Quantity" shall mean (a) the Working Storage Gas as of the last Day of the prior Service Month divided by the number of Days in the current Service Month or, if applicable, (b) the Working Storage Gas divided by the number of remaining Days in the Service Month as of the date that Transporter notifies Shipper that it must withdraw all of its Working Storage Gas within forty-five (45) Days.
- 21. The term "Dekatherm" (or "Dth") shall mean the quantity of heat energy which is equivalent to one (1) million (1,000,000) BTU; thus the term MDth shall mean one (1) thousand (1,000) Dth. The conversion factor between Dth and gigajoule, the standard measure of heat energy in Canada, is 1.055056 gigajoules per Dth. The conversion factor between Dth and gigacalorie, the standard measure of heat energy in Mexico, is 0.251996 gigacalories per Dth.
- 22. The term "Delivery Point" shall mean either (a) a Headstation, (b) the Point of Injection/Withdrawal, or (c) a point on Transporter's Pipeline System that Shipper and Transporter shall agree upon, where Gas exits facilities owned by Transporter, and is metered.
- 23. The term "Delivery Point MDQ" shall mean the greatest number of Dekatherms that Transporter is obligated to deliver to or on behalf of Shipper on any Day at the applicable Primary Delivery Point.
- 24. The term "Delivery Point Operator" shall mean the party that is responsible for operating the facilities that are immediately downstream of the applicable Delivery Point.
- 25. The term "Designated Storage Account" shall mean any Agreement pursuant to Rate Schedule FSS that is designated by the Shipper pursuant to Rate Schedule NNS, for which quantities are to be allocated under Rate Schedule NNS for debiting and crediting.
- 26. The term "Hydrocarbon Dewpoint" shall mean cricondentherm, the highest temperature at which the hydrocarbon vapor-liquid equilibrium may be present. The Hydrocarbon Dewpoint (cricondentherm) calculations are performed using the Peng-Robinson equation of state.
- 27. The term "HDP Segment(s)" shall have the meaning as defined in Section 6.13 paragraph 3.
- 28. The term "HDP Problem(s)" shall mean actual or anticipated operational problems on Transporter's system specifically related to actual or anticipated hydrocarbon liquid fallout.

- 29. The term "Extreme Condition Situation" shall mean that (a) on any portion of Transporter's Pipeline System throughput approaches capacity, or (b) weather conditions exist, or (c) operating pressures on an affected portion of Transporter's Pipeline System are significantly less than or greater than normal operating pressures, such that Transporter's ability to receive or deliver quantities of Gas in accordance with its service obligations is impaired.
- 30. The term "Electronic Communication" shall mean the transmission of information via Transporter's Internet site, electronic delivery mechanism prescribed by NAESB or other mutually agreed communication methodologies used to transmit and receive information, including communication by telephone.
- 31. The term "Electronic Delivery Mechanism" or "EDM" shall mean the Electronic Communication methodology used to transmit and receive data related to gas transactions. Transporter and Shipper shall designate an electronic "site" at which Shippers and Transporter may exchange data electronically. All data provided at such site shall be considered as being delivered to the appropriate party. Transporter's use and implementation of EDM shall conform to all appropriate NAESB standards.
- 32. The term "Equivalent Quantities" shall mean a quantity of Gas containing an amount of Dekatherms equal to the amount of Dekatherms received by Transporter for the account of Shipper at the Receipt Point(s) reduced, where applicable, by the Dekatherms removed for Transporter's Use, third party use, and treatment and processing of Shipper's Gas, all as attributable to Transportation of Shipper's Gas.
- 33. The term "Flash Gas" shall mean gaseous hydrocarbons that either vaporize or are vaporized (including flare and vent gas) from liquefied hydrocarbons within facilities located onshore.
- 34. The term "Gas" shall mean natural gas, including gas cap gas, casinghead gas produced with crude oil, gas from gas wells, gas from condensate wells, Associated Liquefiables and synthetic natural gas, or any mixture of these gases meeting the quality standards under Section 6.13 of these General Terms and Conditions.
- 35. The term "Gas Delivered Hereunder" shall mean the quantities of Gas allocated to Shipper by Transporter, as determined in accordance with the provisions of Section 6.14 of these General Terms and Conditions.
- 36. The term "GEMStm" shall mean Transporter's electronic communication system which shall be available to any Shipper.
- 37. The term "Headstation" shall mean (a) Transporter's compressor station located at Eunice, Louisiana; (b) Transporter's compressor station located at Greensburg,

Kansas; or (c) subject to operational feasibility, any single Delivery Point in a Pooling Area.

- 38. The term "Hub" shall mean (a) all interconnections with other transporters or storage service providers and Transporter, located between Transporter's compressor station at Sandwich, Illinois and the Crown Point, Indiana interconnect point (the ANR Joliet Hub), (b) all interconnections with other transporters or storage service providers and Transporter, located between Transporter's meter station at Glen Karn, Ohio and the terminus of the Lebanon Lateral in Ohio (the ANR Lebanon Hub), or (c) subject to operational or administrative feasibility, any other geographic region encompassing Transporter's facilities.
- 39. The term "Mainline Area Facilities" shall mean those facilities of Transporter which are not Southwest Area Facilities or Southeast Area Facilities of Transporter, and shall comprise Mainline Segments. Set forth below are the Mainline Segment location definitions:
 - (a) SOUTHEAST SOUTHERN SEGMENT: all points downstream of the Eunice, LA compressor station site and upstream of the Madisonville, KY compressor station site.
 - (b) SOUTHEAST CENTRAL SEGMENT: all points downstream of and including the Madisonville, KY compressor station site and upstream of and including the Defiance, OH compressor station site.
 - (c) SOUTHWEST SOUTHERN SEGMENT: all points downstream of the Greensburg, KS compressor station site and upstream of the Maitland, MO compressor station site.
 - (d) SOUTHWEST CENTRAL SEGMENT: all points downstream of and including the Maitland, MO compressor station site and upstream of and including the Sandwich, IL compressor station site.
 - (e) NORTHERN SEGMENT: all points downstream of the Sandwich, IL and the Defiance, OH compressor station sites.

Any Transportation from a Point of Injection/Withdrawal to a Delivery Point in the Northern Segment shall not involve the use of any other Mainline Area Facilities.

- 40. The term "Maximum Daily Injection Quantity" shall mean:
 - (a) The Base Maximum Daily Injection Quantity if the Working Storage Gas is less than or equal to ninety percent (90%) of the MSQ; or

- (b) Eighty percent (80%) of the Base Maximum Daily Injection Quantity if the Working Storage Gas is greater than ninety percent (90%) and less than one hundred percent (100%) of the MSQ; or
- (c) The lesser of (1) the otherwise applicable Maximum Daily Injection Quantity or (2) the difference between the Maximum Storage Quantity and the Working Storage Gas.
- 41. The term "Maximum Daily Quantity" ("MDQ") shall mean the greatest number of Dekatherms that Transporter is obligated to deliver to or on behalf of Shipper on any Day.
- 42. The term "Maximum Daily Withdrawal Quantity" shall mean:
 - (a) One hundred percent (100%) of the Base MDWQ if the Working Storage Gas is greater than twenty percent (20%) of the Maximum Storage Quantity; or
 - (b) Ninety percent (90%) of the Base MDWQ if the Working Storage Gas is greater than fifteen (15%) and less than or equal to twenty percent (20%) of the Maximum Storage Quantity; or
 - (c) Eighty percent (80%) of the Base MDWQ if the Working Storage Gas is greater than ten percent (10%) and less than or equal to fifteen percent (15%) of the Maximum Storage Quantity; or
 - (d) Seventy percent (70%) of the Base MDWQ if the Working Storage Gas is greater than five percent (5%) and less than or equal to ten percent (10%) of the Maximum Storage Quantity; or
 - (e) Sixty percent (60%) of the Base MDWQ if the Working Storage Gas is less than or equal to five percent (5%) of the Maximum Storage Quantity; or
 - (f) The lesser of the otherwise applicable Maximum Daily Withdrawal Quantity and the remaining Working Storage Gas.
- 43. The term "Maximum Storage Quantity" ("MSQ") shall mean the greatest number of Dekatherms that Transporter is obligated to store on behalf of Shipper.
- 44. The term "Maximum Transportation Quantity" shall mean the maximum quantity of Gas that Transporter is obligated to transport on any Day on behalf of Shipper from the applicable supply area.
- 45. The term "Mcf" shall mean one (1) thousand (1,000) cubic feet of Gas; the term MMcf shall mean one (1) million (1,000,000) cubic feet of Gas. The reporting basis

for gas volumes measured in cubic feet is (at standard conditions) 14.73 psia, 60 degrees F, and dry. For cubic meters, the reporting basis is 101.325 kPa, 15 degrees C and dry.

- 46. The term "Month" shall mean the period beginning on the first Day of a calendar Month and ending at the same hour on the first Day of the next succeeding calendar Month.
- 47. The term "Negotiated Rate" shall mean a rate or rate formula for computing a rate for service under a single rate schedule under which, for some portion of the contract term, one or more of the individual rate components may exceed the maximum charge, or be less than the minimum charge, for such component of the applicable tariff rate as set forth in Transporter's Schedule of Rates in Sections 4.1 through 4.17, 4.20 and in Section 5.19. A Negotiated Rate must be mutually agreed upon by Transporter and Shipper, and may be based on a rate design other than straight fixed-variable.
- 48. The term "Net Present Value" ("NPV") shall mean the discounted cash flow of expected revenues per Dekatherm of the applicable service for a term of up to twenty (20) years, using the interest rate set forth in Section 154.67(c)(2) of the Commission's Regulations.
- 49. The term "Nomination Route" shall mean the route used to transport Gas from the nominated Receipt Point to the nominated Delivery Point.
- 50. The term "No-Notice Service" shall mean service available under Rate Schedules NNS, STS and MBS.
- 51. The term "North American Energy Standards Board" or "NAESB" shall mean the private, consensus standards developer whose wholesale natural gas standards are developed by representatives from all segments of the natural gas industry.
- 52. The term "Notice Service" shall mean all Transportation Services provided by Transporter other than No-Notice Services.
- 53. The term "Pipeline Condensate" shall mean the hydrocarbons in a liquid state which condense out of the Transporter's facilities (Pipeline Condensate Reduction ("PCR") shall be measured in Dekatherms.)
- 54. The term "Plant Thermal Reduction" or "PTR" shall mean the quantity of Dekatherms removed at a processing plant and allocated in accordance with the procedures set forth in Section 6.5.2(b) of these General Terms and Conditions.
- 55. The term "Point of Injection/Withdrawal" shall mean Transporter's storage facilities.

- 56. The term "Pooler" shall mean a Shipper under Rate Schedules PTS-1, PTS-2 and PTS-3 that delivers Gas only at the Headstation to other Shippers utilizing Transporter's Mainline Area Facilities.
- 57. The term "Pooling Agreement" shall mean an Agreement entered into by a Pooler with Transporter.
- 58. The term "Pooling Area" shall mean, as to any Headstation, Transporter's facilities located upstream of that Headstation.
- 59. The term "Primary Delivery Point(s)" shall mean the Delivery Point(s) as specified in the Agreement.
- 60. The term "Primary Receipt Point(s)" shall mean the Receipt Point(s) as specified in the Agreement.
- 61. The term "Primary Point(s)" shall mean the Primary Delivery Point(s) and/or Primary Receipt Point(s).
- 62. The term "Primary Route" shall mean the shortest distance along contiguous ANR-owned transmission facilities deemed to transport Gas from the Primary Receipt Point to the Primary Delivery Point, and shall be deemed to include points of interconnection with the facilities of third parties, but shall not include transmission laterals unless the affected Shipper's Primary Receipt or Delivery Points are along any such laterals.
- 63. The term "Receipt Point" shall mean either (a) a Headstation, (b) the Point of Injection/Withdrawal, or (c) a point on Transporter's Pipeline System that Transporter and Shipper shall agree upon, where Gas enters facilities owned by Transporter, and is metered.
- 64. The term "Receipt Point MDQ" shall mean the greatest number of Dekatherms that Transporter is obligated to receive for or on behalf of Shipper on any Day at the applicable Primary Receipt Point.
- 65. The term "Reput" shall mean the reinstatement of a capacity release transaction that was recalled.
- 66. The term "Residue Gas" shall mean Transporter's Gas stream that has been reduced by PTR.
- 67. The term "Secondary Delivery Point" shall mean a Delivery Point that is not specified as a Primary Delivery Point.

- 68. The term "Secondary Receipt Point" shall mean a Receipt Point that is not specified as a Primary Receipt Point.
- 69. The term "Secondary Point(s)" shall mean the Secondary Delivery Point and/or the Secondary Receipt Point.
- 70. The term "Service Day" shall mean the Day during which Shipper receives Transportation Service pursuant to a nomination in accordance with Section 6.6 of these General Terms and Conditions.
- 71. The term "Service Month" shall mean the Month during which Shipper receives Transportation Services under this Tariff.
- 72. The term "Southeast Area Facilities" shall mean those facilities of Transporter which are located upstream or south of the Eunice, LA compressor station site property, including such site property of Transporter at Eunice, and Transporter's other onshore and offshore facilities which are not directly connected, and the Holiday Creek facilities located in Mississippi.
- 73. The term "Southwest Area Facilities" shall mean those facilities of Transporter which are located upstream of the Greensburg, KS compressor station site property, including such site property of Transporter at Greensburg, and Transporter's facilities in Wyoming.
- 74. Unless otherwise agreed, the term "Storage Contract Year" shall mean a period of consecutive Months ending on March 31 for services of at least twelve (12) consecutive Months, and shall commence and end on the Days provided in the Service Agreement for services of less than twelve (12) consecutive Months.
- 75. The term "Summer Period" shall mean the period from April 1 of each calendar year through October 31 of such year.
- 76. The term "Swing Percentage" shall mean the percentage of quantities allocated at Delivery Points to each Shipper that will be excused from overrun charges or daily scheduling penalties, as applicable. The Swing Percentage shall be equal to ten percent (10%) of the Delivery Point nomination for such Shipper, unless Transporter shall have posted on GEMStm a notification that an Extreme Condition Situation exists. In such case, the Swing Percentage shall be equal to five percent (5%) of the Delivery Point nomination for such Shipper.
- 77. The terms "Tender Gas" and "Tender of Gas" shall mean that the delivering party is able and willing, and offers, to deliver Gas to the receiving party at the appropriate Receipt Point or Delivery Point.

- 78. The term "Term of Agreement" shall mean the period set forth in the applicable Agreement during which Shipper may take service under the Agreement and shall be any period of one Day or longer. A period must be for consecutive Days except that Transporter may agree to non-continuous periods for multiple year contracts on a not-unduly discriminatory basis.
- 79. The term "Transmission Delivery Point(s)" shall mean any Delivery Point which does not include any facilities functionalized as gathering.
- 80. The term "Transmission Receipt Point(s)" shall mean any Receipt Point which does not include any facilities functionalized as gathering.
- 81. The terms "Transportation" and "Transportation Service(s)" shall mean (a) storage or (b) transportation of Gas by either forward haul, exchange or Backhaul or any combination thereof which includes the use of facilities functionalized on Transporter's books as transmission and/or storage.
- 82. The term "Transporter" shall mean ANR Pipeline Company.
- 83. The term "Transporter's Pipeline System" shall mean those facilities of Transporter which are Mainline Area Facilities, Southwest Area Facilities or Southeast Area Facilities.
- 84. The term "Transporter's Use" shall mean the quantity of Gas required by Transporter for (1) compressor fuel and (2) lost-and-unaccounted for ("L&U") Gas for service under each Agreement, and shall be equal to the Transporter's Use (%) under each such Agreement times Receipt Point quantities tendered to Transporter.
- 85. The term "Transporter's EPC" shall mean the dollar amount required by Transporter to recover the cost of electric power purchased, including surcharges, by or for Transporter for use in the operation of electric powered compressor units, and shall be equal to the EPC Charge times Delivery Point quantities.
- 86. The term "Transporter's Use (%)" shall mean the applicable percentage of Transporter's Use, as specified in the Agreement, which shall be an allocable amount of Transporter's Use. The term "EPC Charge" shall mean the rates in \$ per Dth applicable to Transporter's rate schedules, and shall be equal to an allocable amount of Transporter's EPC. The Transporter's Use (%) and the EPC Charge shall be calculated by Transporter by appropriate engineering principles and shall include consideration of the distance of Transportation, provided, however, that no Transporter's Use (%) or EPC Charge shall be assessed on Backhaul Transportation. Except as otherwise noted herein and in Section 6.34 of these General Terms and Conditions, the determination of Transporter's Use (%) and EPC Charge in each of

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Transporter's annual redetermination filings, shall be based upon the transactional throughput methodology set forth in Transporter's December 4, 1997 filing in Docket No. TM97-2-48-001 as accepted by Order of the Commission dated December 31, 1997, as further amended in the December 26, 2001 Stipulation and Agreement in Docket No. RP01-259-000. For purposes of computing the Current Fuel Use (%) and the Annual Transporter's Use Adjustment (%) pursuant to Section 6.34 of these General Terms and Conditions, the fuel use associated with the CenterPoint Energy Gas Transmission Company ("CenterPoint") (formerly Arkla) transportation contract described in Section 6.26 of these General Terms and Conditions ("CenterPoint Contract") shall be allocated pro rata between the Southeast and Southwest Mainline Areas based upon the volumes delivered under the contract to each respective area. For purposes of computing the Current Fuel Use (%), the Annual Transporter's Use Adjustment (%), the Current EPC Charge and the Annual EPC Charge Adjustment pursuant to Section 6.34 of these General Terms and Conditions, the transactional throughput of the respective Mainline Area Facilities shall be adjusted based upon the direction of flow of the net physical throughput under the CenterPoint Contract such that the transactional throughput of the Mainline Area Facilities with the net physical increase in volume shall be increased by such net physical increase and an offsetting decrease in the transactional throughput shall be made to the opposite Mainline Area Facilities. Transporter will include in each of its annual filings pursuant to Section 6.34 of these General Terms and Conditions information supporting the allocation of fuel use and direction of flow of the net physical throughput between Transporter's Southeast and Southwest Mainline Areas under the CenterPoint Contract.

- 87. The term "Winter Period" shall mean the period from November 1 of each calendar year through March 31 of the following calendar year.
- 88. The term "Wire Transfer" shall mean payments made/effected by wire transfer (Fedwire, CHIPS, or Book Entry), or Automated Clearinghouse, or any other recognized electronic or automated payment mechanism that is agreed upon by Transporter in the future.
- 89. The term "Working Storage Gas" shall mean the quantity of Gas held in storage by Transporter for Shipper.
- 90. Capitalized terms not defined herein are defined pursuant to NAESB.

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 26337 717 Texas Street Houston, Texas 77002-2761

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?		
		ANR ANR Affiliate % Ownership of or or ANR Affiliate	% Owned By ANR
	Is Shipper affiliated with ANR?		
	<u> </u>	ANR ANR Affiliate % Ownership of or or ANR Affiliate	% Owned By ANR
2.	TYPE OF REQUEST	of that tillinate	
	New Service Amended Service	(Contract #)	

	Amendment Reason:		Agreement) Elevation of	Secondary Point to P	rimary	h term of
	If Amended Service R	equest is fi	rom a Capacity	Release Replacemen	nt Shipper:	
	Replacement Shipper Releasing Shipper Co					
3.	CONTRACT TERM	Amendı (Unless least tw	ment Effective otherwise agre velve (12) cor	To: Date: ed, Agreements for insecutive months must enchedule STS must en	- Rate Schedule nust end on N	March 31.
4.	RATE SCHEDULE					
	ETS STS FTS-1 FTS-2 FTS-3 FTS-4 FTS-4L Associated Gathering	DDS _ MBS _ NNS _ MSA (Ma	ITS-3 IPLS IWS aster Service A pacity Release	PTS-2 PTS-3 greement for		
5.	CONTRACT QUANT (A) Primary Routes and PTS-2		chedules ETS,	FTS-1, FTS-2, STS	, FTS-3, FTS-4	4, FTS-4L
	Start Date End Date	Recei _l <u>No.</u>	ot Point <u>Name</u>	Delivery Point <u>No. Name</u>	MDQ <u>Dth/Day</u>	MHQ <u>Dth/Hour</u>

6.

PART 7.4 7.4 - Service Agmts Transportation Service Request Form v.2.0.0 Superseding v.1.0.0

is bei	ing requested, please provide a complete description.				
(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 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				
	Designated Storage Account and NNS Storage Transportation FSS Agreement No ETS, FTS-1, or FTS-3 Agreement No.				
FUR'	THER AGREEMENT				
(Writ	te None or specify the agreement.)				

See ANR point catalog for compete description. If a point that is not in ANR's point catalog

7. N	TON	ICES	
((A)	Shipper Notices Address:	
		City, State Zip: Attn: E-Mail: Phone: Fax:	
((B)	Invoices and Stateme Address:	ents Same as above
THIS	TR/	City, State Zip: Attn: E-Mail: Phone: Fax:	RVICE REQUEST IS HEREBY SUBMITTED
REQU			
			(Name)
			(Address)
			(City, State Zip)
By:			. <u></u>
Title:			
Date:			
Phone	»:		Fax:

Issued: December 20, 2013 Effective: February 1, 2014 Docket No. Accepted:

Appendix B

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

Marked Tariff

<u>Tariff Sections</u>	<u>Version</u>
6.1 – GT&C, Definitions	v.2.0.0
7.4 - Service Agreements, Transportation Service Request Form	v.2.0.0

6.1 DEFINITIONS

- 1. The term "Agreement" shall mean the Service Agreement executed by the Shipper and Transporter and any exhibits, attachments and/or amendments thereto. Effective May 1, 1994, Shippers shall be required to execute a separate gathering service agreement in order to obtain service on any facilities in a Pooling Area not functionalized as transmission.
- 2. The term "Associated Liquefiables" shall mean that portion of Transporter's Gas stream that is extracted as liquid hydrocarbons at a processing plant.
- 3. The term "Associated Liquids" shall mean condensate (liquid hydrocarbons without free water) produced in conjunction with the production of Gas to be transported hereunder (the quantity shall not exceed 10 bbls per MMcf).
- 4. The term "Backhaul" shall mean the receipt and delivery of Gas which is accomplished by the Transporter's delivery of Gas at Delivery Point(s) which are upstream from the Receipt Point(s) of such Gas.
- 5. The Unless otherwise agreed, the term "Base Maximum Daily Injection Quantity" ("Base MDIQ") shall mean the maximum quantity of Gas that Transporter is required to inject into Storage for the account of Shipper on a firm basis, and shall be equal to the MSQ divided by two hundred (200) for Rate Schedule FSS without ratchets and the MSQ divided by one hundred seventy-five (175) for Rate Schedule FSS with ratchets., provided, however, Provided, further, that for Rate Schedule FSS with Flexible Rights Entitlements and a Base MDWQ between 1/10 and 1/49 of its MSQ, the Base MDIQ shall be a mutually agreeable amount.
- 6. The term "Base Maximum Daily Withdrawal Quantity" ("Base MDWQ") shall mean the maximum quantity of Gas that Transporter is required to withdraw from Storage for a Shipper, and shall be at least one-two hundred and thirteenth (1/213) but not more than one tenth (1/10) of the MSQ.
- 7. The term "Burner Tip Actual" ("BTA") shall mean quantities of Gas that have been electronically measured at the point of actual consumption for Rate Schedule FTS-3, ITS-3 and MBS Shippers and submitted via electronic measurement system to Transporter; provided, however, that if deliveries at the point of actual consumption include commingled deliveries from another supply source, the Shipper or Shipper's designee must identify the quantity attributable to each supply source, subject to verification of same by the intervening downstream transporter, including Transporter's deliveries within four (4) hours after the close of the applicable Day.

- 8. The term "Business Day" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the United States, and similar holidays for transactions in Canada and Mexico.
- 9. The term "BTA Stand-Alone Option" shall mean service to a Notice Service Shipper that has elected and qualified to have deliveries allocated on a BTA basis and agreed to the installation of flow control facilities at the point of consumption.
- 10. The term "BTU" shall mean one (1) British thermal unit, the amount of heat required to raise the temperature of one (1) pound of water one (1) degree Fahrenheit at sixty (60) degrees Fahrenheit, and is the International Btu. The reporting basis for BTU is 14.73 psia and 60 degrees F (101.325 kPa and 15 degrees C, and dry); and for gigacalorie it is 1.035646 Kg/cm2 and 15.6 degrees C, and dry.
- 11. The term "Cashout" shall mean the monetary settlement of quantities of Gas owed to or by Transporter or third parties, as further described in Section 6.15 of these General Terms and Conditions.
- 12. The term "Cashout Price" shall mean the price determined pursuant to Section 6.15 of these General Terms and Conditions.
- 13. The term "Catalog Receipt Point(s)" shall mean any eligible Transmission Receipt Point(s) located in a Pooling Area.
- 14. The term "Central Clock Time" or "CCT" shall mean Central Standard Time ("CST") except when Daylight Savings Time is in effect, when it shall mean one hour in advance of CST. All times referenced in this Tariff shall be in CCT.
- 15. The term "Commission" shall mean the Federal Energy Regulatory Commission or any successor regulatory authority.
- 16. The term "Confirmed Price" shall mean the Transportation rate inclusive of all applicable fees and surcharges agreed upon by Transporter and Shipper.
- 17. The term "Cycling Fuel" shall mean the quantity of Gas equal to Transporter's Use (%) for Rate Schedule FSS times the quantity of Working Storage Gas in excess of twenty percent (20%) of Shipper's MSQ at the end of the Winter Period.
- 18. The term "Day" shall mean a period of consecutive hours, beginning at 9:00 a.m., and ending on the following 9:00 a.m.
- 19. The term "DDS Maximum Daily Injection Quantity" shall mean one thirtieth (1/30) of the Maximum Storage Quantity.

- 20. The term "DDS Maximum Daily Withdrawal Quantity" shall mean (a) the Working Storage Gas as of the last Day of the prior Service Month divided by the number of Days in the current Service Month or, if applicable, (b) the Working Storage Gas divided by the number of remaining Days in the Service Month as of the date that Transporter notifies Shipper that it must withdraw all of its Working Storage Gas within forty-five (45) Days.
- 21. The term "Dekatherm" (or "Dth") shall mean the quantity of heat energy which is equivalent to one (1) million (1,000,000) BTU; thus the term MDth shall mean one (1) thousand (1,000) Dth. The conversion factor between Dth and gigajoule, the standard measure of heat energy in Canada, is 1.055056 gigajoules per Dth. The conversion factor between Dth and gigacalorie, the standard measure of heat energy in Mexico, is 0.251996 gigacalories per Dth.
- 22. The term "Delivery Point" shall mean either (a) a Headstation, (b) the Point of Injection/Withdrawal, or (c) a point on Transporter's Pipeline System that Shipper and Transporter shall agree upon, where Gas exits facilities owned by Transporter, and is metered.
- 23. The term "Delivery Point MDQ" shall mean the greatest number of Dekatherms that Transporter is obligated to deliver to or on behalf of Shipper on any Day at the applicable Primary Delivery Point.
- 24. The term "Delivery Point Operator" shall mean the party that is responsible for operating the facilities that are immediately downstream of the applicable Delivery Point.
- 25. The term "Designated Storage Account" shall mean any Agreement pursuant to Rate Schedule FSS that is designated by the Shipper pursuant to Rate Schedule NNS, for which quantities are to be allocated under Rate Schedule NNS for debiting and crediting.
- 26. The term "Hydrocarbon Dewpoint" shall mean cricondentherm, the highest temperature at which the hydrocarbon vapor-liquid equilibrium may be present. The Hydrocarbon Dewpoint (cricondentherm) calculations are performed using the Peng-Robinson equation of state.
- 27. The term "HDP Segment(s)" shall have the meaning as defined in Section 6.13 paragraph 3.
- 28. The term "HDP Problem(s)" shall mean actual or anticipated operational problems on Transporter's system specifically related to actual or anticipated hydrocarbon liquid fallout.

- 29. The term "Extreme Condition Situation" shall mean that (a) on any portion of Transporter's Pipeline System throughput approaches capacity, or (b) weather conditions exist, or (c) operating pressures on an affected portion of Transporter's Pipeline System are significantly less than or greater than normal operating pressures, such that Transporter's ability to receive or deliver quantities of Gas in accordance with its service obligations is impaired.
- 30. The term "Electronic Communication" shall mean the transmission of information via Transporter's Internet site, electronic delivery mechanism prescribed by NAESB or other mutually agreed communication methodologies used to transmit and receive information, including communication by telephone.
- 31. The term "Electronic Delivery Mechanism" or "EDM" shall mean the Electronic Communication methodology used to transmit and receive data related to gas transactions. Transporter and Shipper shall designate an electronic "site" at which Shippers and Transporter may exchange data electronically. All data provided at such site shall be considered as being delivered to the appropriate party. Transporter's use and implementation of EDM shall conform to all appropriate NAESB standards.
- 32. The term "Equivalent Quantities" shall mean a quantity of Gas containing an amount of Dekatherms equal to the amount of Dekatherms received by Transporter for the account of Shipper at the Receipt Point(s) reduced, where applicable, by the Dekatherms removed for Transporter's Use, third party use, and treatment and processing of Shipper's Gas, all as attributable to Transportation of Shipper's Gas.
- 33. The term "Flash Gas" shall mean gaseous hydrocarbons that either vaporize or are vaporized (including flare and vent gas) from liquefied hydrocarbons within facilities located onshore.
- 34. The term "Gas" shall mean natural gas, including gas cap gas, casinghead gas produced with crude oil, gas from gas wells, gas from condensate wells, Associated Liquefiables and synthetic natural gas, or any mixture of these gases meeting the quality standards under Section 6.13 of these General Terms and Conditions.
- 35. The term "Gas Delivered Hereunder" shall mean the quantities of Gas allocated to Shipper by Transporter, as determined in accordance with the provisions of Section 6.14 of these General Terms and Conditions.
- 36. The term "GEMStm" shall mean Transporter's electronic communication system which shall be available to any Shipper.
- 37. The term "Headstation" shall mean (a) Transporter's compressor station located at Eunice, Louisiana; (b) Transporter's compressor station located at Greensburg,

Kansas; or (c) subject to operational feasibility, any single Delivery Point in a Pooling Area.

- 38. The term "Hub" shall mean (a) all interconnections with other transporters or storage service providers and Transporter, located between Transporter's compressor station at Sandwich, Illinois and the Crown Point, Indiana interconnect point (the ANR Joliet Hub), (b) all interconnections with other transporters or storage service providers and Transporter, located between Transporter's meter station at Glen Karn, Ohio and the terminus of the Lebanon Lateral in Ohio (the ANR Lebanon Hub), or (c) subject to operational or administrative feasibility, any other geographic region encompassing Transporter's facilities.
- 39. The term "Mainline Area Facilities" shall mean those facilities of Transporter which are not Southwest Area Facilities or Southeast Area Facilities of Transporter, and shall comprise Mainline Segments. Set forth below are the Mainline Segment location definitions:
 - (a) SOUTHEAST SOUTHERN SEGMENT: all points downstream of the Eunice, LA compressor station site and upstream of the Madisonville, KY compressor station site.
 - (b) SOUTHEAST CENTRAL SEGMENT: all points downstream of and including the Madisonville, KY compressor station site and upstream of and including the Defiance, OH compressor station site.
 - (c) SOUTHWEST SOUTHERN SEGMENT: all points downstream of the Greensburg, KS compressor station site and upstream of the Maitland, MO compressor station site.
 - (d) SOUTHWEST CENTRAL SEGMENT: all points downstream of and including the Maitland, MO compressor station site and upstream of and including the Sandwich, IL compressor station site.
 - (e) NORTHERN SEGMENT: all points downstream of the Sandwich, IL and the Defiance, OH compressor station sites.

Any Transportation from a Point of Injection/Withdrawal to a Delivery Point in the Northern Segment shall not involve the use of any other Mainline Area Facilities.

- 40. The term "Maximum Daily Injection Quantity" shall mean:
 - (a) The Base Maximum Daily Injection Quantity if the Working Storage Gas is less than or equal to ninety percent (90%) of the MSQ; or

- (b) Eighty percent (80%) of the Base Maximum Daily Injection Quantity if the Working Storage Gas is greater than ninety percent (90%) and less than one hundred percent (100%) of the MSQ; or
- (c) The lesser of (1) the otherwise applicable Maximum Daily Injection Quantity or (2) the difference between the Maximum Storage Quantity and the Working Storage Gas.
- 41. The term "Maximum Daily Quantity" ("MDQ") shall mean the greatest number of Dekatherms that Transporter is obligated to deliver to or on behalf of Shipper on any Day.
- 42. The term "Maximum Daily Withdrawal Quantity" shall mean:
 - (a) One hundred percent (100%) of the Base MDWQ if the Working Storage Gas is greater than twenty percent (20%) of the Maximum Storage Quantity; or
 - (b) Ninety percent (90%) of the Base MDWQ if the Working Storage Gas is greater than fifteen (15%) and less than or equal to twenty percent (20%) of the Maximum Storage Quantity; or
 - (c) Eighty percent (80%) of the Base MDWQ if the Working Storage Gas is greater than ten percent (10%) and less than or equal to fifteen percent (15%) of the Maximum Storage Quantity; or
 - (d) Seventy percent (70%) of the Base MDWQ if the Working Storage Gas is greater than five percent (5%) and less than or equal to ten percent (10%) of the Maximum Storage Quantity; or
 - (e) Sixty percent (60%) of the Base MDWQ if the Working Storage Gas is less than or equal to five percent (5%) of the Maximum Storage Quantity; or
 - (f) The lesser of the otherwise applicable Maximum Daily Withdrawal Quantity and the remaining Working Storage Gas.
- 43. The term "Maximum Storage Quantity" ("MSQ") shall mean the greatest number of Dekatherms that Transporter is obligated to store on behalf of Shipper.
- 44. The term "Maximum Transportation Quantity" shall mean the maximum quantity of Gas that Transporter is obligated to transport on any Day on behalf of Shipper from the applicable supply area.
- 45. The term "Mcf" shall mean one (1) thousand (1,000) cubic feet of Gas; the term MMcf shall mean one (1) million (1,000,000) cubic feet of Gas. The reporting basis

for gas volumes measured in cubic feet is (at standard conditions) 14.73 psia, 60 degrees F, and dry. For cubic meters, the reporting basis is 101.325 kPa, 15 degrees C and dry.

- 46. The term "Month" shall mean the period beginning on the first Day of a calendar Month and ending at the same hour on the first Day of the next succeeding calendar Month.
- 47. The term "Negotiated Rate" shall mean a rate or rate formula for computing a rate for service under a single rate schedule under which, for some portion of the contract term, one or more of the individual rate components may exceed the maximum charge, or be less than the minimum charge, for such component of the applicable tariff rate as set forth in Transporter's Schedule of Rates in Sections 4.1 through 4.17, 4.20 and in Section 5.19. A Negotiated Rate must be mutually agreed upon by Transporter and Shipper, and may be based on a rate design other than straight fixed-variable.
- 48. The term "Net Present Value" ("NPV") shall mean the discounted cash flow of expected revenues per Dekatherm of the applicable service for a term of up to twenty (20) years, using the interest rate set forth in Section 154.67(c)(2) of the Commission's Regulations.
- 49. The term "Nomination Route" shall mean the route used to transport Gas from the nominated Receipt Point to the nominated Delivery Point.
- 50. The term "No-Notice Service" shall mean service available under Rate Schedules NNS, STS and MBS.
- 51. The term "North American Energy Standards Board" or "NAESB" shall mean the private, consensus standards developer whose wholesale natural gas standards are developed by representatives from all segments of the natural gas industry.
- 52. The term "Notice Service" shall mean all Transportation Services provided by Transporter other than No-Notice Services.
- 53. The term "Pipeline Condensate" shall mean the hydrocarbons in a liquid state which condense out of the Transporter's facilities (Pipeline Condensate Reduction ("PCR") shall be measured in Dekatherms.)
- 54. The term "Plant Thermal Reduction" or "PTR" shall mean the quantity of Dekatherms removed at a processing plant and allocated in accordance with the procedures set forth in Section 6.5.2(b) of these General Terms and Conditions.
- 55. The term "Point of Injection/Withdrawal" shall mean Transporter's storage facilities.

- 56. The term "Pooler" shall mean a Shipper under Rate Schedules PTS-1, PTS-2 and PTS-3 that delivers Gas only at the Headstation to other Shippers utilizing Transporter's Mainline Area Facilities.
- 57. The term "Pooling Agreement" shall mean an Agreement entered into by a Pooler with Transporter.
- 58. The term "Pooling Area" shall mean, as to any Headstation, Transporter's facilities located upstream of that Headstation.
- 59. The term "Primary Delivery Point(s)" shall mean the Delivery Point(s) as specified in the Agreement.
- 60. The term "Primary Receipt Point(s)" shall mean the Receipt Point(s) as specified in the Agreement.
- 61. The term "Primary Point(s)" shall mean the Primary Delivery Point(s) and/or Primary Receipt Point(s).
- 62. The term "Primary Route" shall mean the shortest distance along contiguous ANR-owned transmission facilities deemed to transport Gas from the Primary Receipt Point to the Primary Delivery Point, and shall be deemed to include points of interconnection with the facilities of third parties, but shall not include transmission laterals unless the affected Shipper's Primary Receipt or Delivery Points are along any such laterals.
- 63. The term "Receipt Point" shall mean either (a) a Headstation, (b) the Point of Injection/Withdrawal, or (c) a point on Transporter's Pipeline System that Transporter and Shipper shall agree upon, where Gas enters facilities owned by Transporter, and is metered.
- 64. The term "Receipt Point MDQ" shall mean the greatest number of Dekatherms that Transporter is obligated to receive for or on behalf of Shipper on any Day at the applicable Primary Receipt Point.
- 65. The term "Reput" shall mean the reinstatement of a capacity release transaction that was recalled.
- 66. The term "Residue Gas" shall mean Transporter's Gas stream that has been reduced by PTR.
- 67. The term "Secondary Delivery Point" shall mean a Delivery Point that is not specified as a Primary Delivery Point.

- 68. The term "Secondary Receipt Point" shall mean a Receipt Point that is not specified as a Primary Receipt Point.
- 69. The term "Secondary Point(s)" shall mean the Secondary Delivery Point and/or the Secondary Receipt Point.
- 70. The term "Service Day" shall mean the Day during which Shipper receives Transportation Service pursuant to a nomination in accordance with Section 6.6 of these General Terms and Conditions.
- 71. The term "Service Month" shall mean the Month during which Shipper receives Transportation Services under this Tariff.
- 72. The term "Southeast Area Facilities" shall mean those facilities of Transporter which are located upstream or south of the Eunice, LA compressor station site property, including such site property of Transporter at Eunice, and Transporter's other onshore and offshore facilities which are not directly connected, and the Holiday Creek facilities located in Mississippi.
- 73. The term "Southwest Area Facilities" shall mean those facilities of Transporter which are located upstream of the Greensburg, KS compressor station site property, including such site property of Transporter at Greensburg, and Transporter's facilities in Wyoming.
- 74. The Unless otherwise agreed, the term "Storage Contract Year" shall mean a period of consecutive Months ending on March 31 for services of at least twelve (12) consecutive Months, and shall commence and end on the Days provided in the Service Agreement for services of less than twelve (12) consecutive Months.
- 75. The term "Summer Period" shall mean the period from April 1 of each calendar year through October 31 of such year.
- 76. The term "Swing Percentage" shall mean the percentage of quantities allocated at Delivery Points to each Shipper that will be excused from overrun charges or daily scheduling penalties, as applicable. The Swing Percentage shall be equal to ten percent (10%) of the Delivery Point nomination for such Shipper, unless Transporter shall have posted on GEMStm a notification that an Extreme Condition Situation exists. In such case, the Swing Percentage shall be equal to five percent (5%) of the Delivery Point nomination for such Shipper.
- 77. The terms "Tender Gas" and "Tender of Gas" shall mean that the delivering party is able and willing, and offers, to deliver Gas to the receiving party at the appropriate Receipt Point or Delivery Point.

- 78. The term "Term of Agreement" shall mean the period set forth in the applicable Agreement during which Shipper may take service under the Agreement and shall be any period of one Day or longer. A period must be for consecutive Days except that Transporter may agree to non-continuous periods for multiple year contracts on a not-unduly discriminatory basis.
- 79. The term "Transmission Delivery Point(s)" shall mean any Delivery Point which does not include any facilities functionalized as gathering.
- 80. The term "Transmission Receipt Point(s)" shall mean any Receipt Point which does not include any facilities functionalized as gathering.
- 81. The terms "Transportation" and "Transportation Service(s)" shall mean (a) storage or (b) transportation of Gas by either forward haul, exchange or Backhaul or any combination thereof which includes the use of facilities functionalized on Transporter's books as transmission and/or storage.
- 82. The term "Transporter" shall mean ANR Pipeline Company.
- 83. The term "Transporter's Pipeline System" shall mean those facilities of Transporter which are Mainline Area Facilities, Southwest Area Facilities or Southeast Area Facilities.
- 84. The term "Transporter's Use" shall mean the quantity of Gas required by Transporter for (1) compressor fuel and (2) lost-and-unaccounted for ("L&U") Gas for service under each Agreement, and shall be equal to the Transporter's Use (%) under each such Agreement times Receipt Point quantities tendered to Transporter.
- 85. The term "Transporter's EPC" shall mean the dollar amount required by Transporter to recover the cost of electric power purchased, including surcharges, by or for Transporter for use in the operation of electric powered compressor units, and shall be equal to the EPC Charge times Delivery Point quantities.
- 86. The term "Transporter's Use (%)" shall mean the applicable percentage of Transporter's Use, as specified in the Agreement, which shall be an allocable amount of Transporter's Use. The term "EPC Charge" shall mean the rates in \$ per Dth applicable to Transporter's rate schedules, and shall be equal to an allocable amount of Transporter's EPC. The Transporter's Use (%) and the EPC Charge shall be calculated by Transporter by appropriate engineering principles and shall include consideration of the distance of Transportation, provided, however, that no Transporter's Use (%) or EPC Charge shall be assessed on Backhaul Transportation. Except as otherwise noted herein and in Section 6.34 of these General Terms and Conditions, the determination of Transporter's Use (%) and EPC Charge in each of

ANR Pipeline Company FERC Gas Tariff Third Revised Volume No. 1 PART 6.1 6.1 - GT&C Definitions v.2.0.0 Superseding v.1.0.0

Transporter's annual redetermination filings, shall be based upon the transactional throughput methodology set forth in Transporter's December 4, 1997 filing in Docket No. TM97-2-48-001 as accepted by Order of the Commission dated December 31, 1997, as further amended in the December 26, 2001 Stipulation and Agreement in Docket No. RP01-259-000. For purposes of computing the Current Fuel Use (%) and the Annual Transporter's Use Adjustment (%) pursuant to Section 6.34 of these General Terms and Conditions, the fuel use associated with the CenterPoint Energy Gas Transmission Company ("CenterPoint") (formerly Arkla) transportation contract described in Section 6.26 of these General Terms and Conditions ("CenterPoint Contract") shall be allocated pro rata between the Southeast and Southwest Mainline Areas based upon the volumes delivered under the contract to each respective area. For purposes of computing the Current Fuel Use (%), the Annual Transporter's Use Adjustment (%), the Current EPC Charge and the Annual EPC Charge Adjustment pursuant to Section 6.34 of these General Terms and Conditions, the transactional throughput of the respective Mainline Area Facilities shall be adjusted based upon the direction of flow of the net physical throughput under the CenterPoint Contract such that the transactional throughput of the Mainline Area Facilities with the net physical increase in volume shall be increased by such net physical increase and an offsetting decrease in the transactional throughput shall be made to the opposite Mainline Area Facilities. Transporter will include in each of its annual filings pursuant to Section 6.34 of these General Terms and Conditions information supporting the allocation of fuel use and direction of flow of the net physical throughput between Transporter's Southeast and Southwest Mainline Areas under the CenterPoint Contract.

- 87. The term "Winter Period" shall mean the period from November 1 of each calendar year through March 31 of the following calendar year.
- 88. The term "Wire Transfer" shall mean payments made/effected by wire transfer (Fedwire, CHIPS, or Book Entry), or Automated Clearinghouse, or any other recognized electronic or automated payment mechanism that is agreed upon by Transporter in the future.
- 89. The term "Working Storage Gas" shall mean the quantity of Gas held in storage by Transporter for Shipper.
- 90. Capitalized terms not defined herein are defined pursuant to NAESB.

1.

SHIPPER

PART 7.4 7.4 - Service Agmts Transportation Service Request Form v.2.0.0 Superseding v.1.0.0

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 26337 717 Texas Street Houston, Texas 77002-2761

INFORMATION REQUIRED FOR VALID TRANSPORTATION REQUEST

Full Legal Name: Entity ID (DUNs #):		
Contact Phone:			
Is Requestor affilia	ted with ANR?		
NO		ANR ANR Affiliate % Ownership of or or ANR Affiliate	% Owned By ANR
Is Shipper affiliated	l with ANR?		
NO		ANR ANR Affiliate % Ownership of or or ANR Affiliate	% Owned By ANR
TYPE OF REQUE	ST	V. 1. 21 1. 21 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2.	
New Service Amended Se		(Contract #)	

	Amendment Reason	:	Agreement) Elevation of S	ary Point(s) (Mus Secondary Point to n)	Primary	h term of
	If Amended Service	Request is fr	om a Capacity	Release Replacem	nent Shipper:	
	Replacement Shipper C	er Contract #: Contract #:				
3.	CONTRACT TERM	Amendn (<u>Unless</u> least tw	nent Effective otherwise agreelve (12) cons	To:	 or Rate Schedule oust end on Mar	ch 31.and
4.	RATE SCHEDULE	,				
	ETS STS FTS-1 FTS-2 FTS-3 FTS-4 FTS-4L Associated Gatherin	DDS MBS NNS MSA (Ma Caj	ITS-3 _ IPLS _ IWS ster Service Aş pacity Release)	PTS-2 PTS-3 greement for		
5.	CONTRACT QUAR (A) Primary Rout and PTS-2		chedules ETS,	FTS-1, FTS-2, ST	S, FTS-3, FTS-	4, FTS-4L
	Start Date End Date	Receip <u>No.</u>	t Point <u>Name</u>	Delivery Point <u>No.</u> <u>Nam</u>	MDQ <u>Dth/Day</u>	MHQ <u>Dth/Hour</u>

	13 00	ing requested, please provide a complete description.
	(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 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
		(Agreements for Rate Schedule FSS of at least twelve (12) consecutive Months and for Rate Schedule STS must end on March 31)
	(E)	Rate Schedule DDS
		Maximum Storage Quantity Dekatherms
	(F)	Rate Schedule NNS
		Delivery Location # Delivery Location Name: No-Notice Entitlements (NNE) Dekatherms
		Designated Storage Account and NNS Storage Transportation FSS Agreement No ETS, FTS-1, or FTS-3 Agreement No.
6.	FUR	THER AGREEMENT
	(Wri	te None or specify the agreement.)

See ANR point catalog for compete description. If a point that is not in ANR's point catalog

7.	NOT	TICES		
	(A)	Attn: E-Mail: Phone:		
	(B)	Address: City, State Zip: Attn: E-Mail:	Same as above	
THI	S TR	ANSPORTATION SERVI	CE REQUEST IS HEREBY SUBMITTED.	
RE(QUES	TOR:		
			(Name)	
			(Address)	
			(City, State Zip)	
By:				
Title	e: _			
Date	e: _			
Pho	ne:		Fax:	

Issued: December 20, 2013 Effective: February 1, 2014 Docket No. Accepted: