



May 1, 2026

Ms. Debbie-Anne A. Reese, Secretary
Federal Energy Regulatory Commission
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Washington, DC 20426

ANR Pipeline Company
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Re: ANR Pipeline Company
Change in FERC Gas Tariff
Docket No. RP26-____-000

Dear Ms. Reese:

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”) submits for filing revised tariff sections² to be part of ANR’s FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”). ANR proposes to revise its filing timing requirements for the Redetermination of its Transporter’s Use and EPC Charges filing, as further described below. ANR respectfully requests that the Commission accept the revised tariff sections, included herein as Appendix A, to become effective June 1, 2026.

Correspondence

The names, titles and mailing address of the persons to whom correspondence and communications concerning this filing should be directed are as follows:

¹ 18 C.F.R. Part 154 (2026).

² Specifically, ANR’s General Terms and Conditions (“GT&C”), Section 6.1.87, Definitions (“Section 6.1.87”) and ANR’s GT&C, Section 6.34, Transporter’s Use and Transporter’s EPC Adjustment (“Section 6.34”).

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Statement of Nature, Reasons and Basis for Filing

Background

The Transporter's Use (%)s for ANR's transportation and storage services are comprised of: (i) current fuel use and lost and unaccounted percentages reflecting ANR's gas usage in the previous calendar year; and (ii) an annual volumetric adjustment reflecting the true-up of over- and under-collections of gas during the previous calendar year.

The EPC Charge for ANR's transportation services is comprised of: (i) a current electric power charge reflecting electric power costs incurred by ANR at its Weyauwega and Janesville Compressor Stations in Waupaca and Rock Counties, Wisconsin, respectively, during the previous calendar year; and (ii) an annual electric power cost adjustment reflecting the true-up of over- and under-collections of electric power costs for the previous calendar year and inclusive of carrying charges on the monthly net over- and under-collection activity.

The EPC Charge for ANR's storage services is comprised of: (i) a current electric power charge reflecting electric power costs incurred by ANR at its Cold Springs 1 Storage facility located in Kalkaska County, Michigan, during the previous calendar year; and (ii) an annual electric power cost adjustment reflecting the true-up of over- and under-collections of electric power costs for the previous calendar year and inclusive of carrying charges on the monthly net over- and under-collection activity.

Instant Filing

ANR proposes in this instant filing to revise the timing requirements for the Redetermination of its Transporter's Use and EPC Charges, as set forth in Section 6.34 of its Tariff. Section 6.34 outlines the process for adjusting ANR's Transporter's Use and EPC Charges, including the filing requirements and the associated calculation methodologies. The proposed Tariff revisions are intended to allow ANR to make adjustments to its Transporter's Use and/or EPC Charges outside of the typical annual filing requirement in order to timely address significant over- or under-collections, on an as needed basis, in ANR's reasonable discretion.

Historically, ANR has filed its adjustments to the Transporter's Use and EPC Charges annually on or before April 1. ANR now proposes to revise Section 6.34 to include language permitting an out-of-cycle ("Periodic") Transporter's Use and/or EPC Charge filing. The Periodic filing would be made at times when ANR, in its reasonable discretion, determines it necessary based upon operating or other conditions. This additional flexibility will allow ANR to make timely adjustments when necessary to avoid large swings when truing up significant over- or under-collections throughout the year. It also allows ANR to adjust incremental Transporter's Use and/or EPC Charges that had been set prior to placing projects into service and tracking actual fuel and electric usage, preventing excessive over- or under-collections associated with those projects.

ANR will continue to be required to file its Annual Redetermination of Transporter's Use and EPC Charges on or before April 1 each year to comply with the fuel and electric power cost redetermination provisions of Sections 6.1.87 and 6.34. While ANR does not anticipate needing to submit Periodic filings on a regular basis, it is necessary for ANR to have the ability to make timely adjustments to its Transporter's Use and/or EPC Charges when circumstances warrant.

Additionally, the proposed revisions are consistent with other pipelines' fuel adjustment provisions that have been approved by the Commission.³

³ See Columbia Gas Transmission, LLC FERC Gas Tariff, GT&C Section VII.35; Columbia Gulf Transmission, LLC FERC Gas Tariff, GT&C Section VII.32; Millennium Pipeline Company, LLC FERC Gas Tariff, GT&C Section 32; Gulf South Pipeline Company, LLC FERC Gas Tariff, GT&C Section 6.9.4; Texas Gas Transmission, LLC FERC Gas Tariff, GT&C Section 6.9; Gulfstream Natural Gas System, L.L.C. FERC Gas Tariff, GT&C Section 6.23.

Effective Date

ANR respectfully requests that the Commission accept the proposed tariff sections, included as Appendix A, to become effective June 1, 2026.

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, ANR is submitting the following via its electronic tariff filing:

1. This transmittal letter;
2. Clean tariff section (Appendix A); and
3. Marked tariff section (Appendix B).

Certificate of Service

As required by Sections 154.7(b) and 154.208 of the Commission’s regulations, a copy of this filing is being served upon all of ANR’s existing customers and interested state regulatory agencies. A copy of this letter, together with any attachments, is available during regular business hours for public inspection at ANR’s principal place of business.

Pursuant to Section 385.2005 of the Commission’s regulations, the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best of their knowledge and belief. Additionally, the undersigned possesses full power and authority to sign such filing.

Respectfully submitted,

ANR Pipeline Company



Kelly Griffin
Director, Rates & Regulatory

Enclosures

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

<u>Tariff Section</u>		<u>Version</u>
6.1	GT&C, Definitions	v.12.0.0
6.34	GT&C, Transporter's Use and Transporter's EPC Adjustment	v.1.0.0

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 Liquefiabiles" 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. Unless otherwise agreed, 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 at 60 degrees F (101.325 kPa at 15 degrees C) and dry; and for gigacalorie it is 1.035646 Kg/cm² at 15.6 degrees C, and dry.

For purposes of this term, and the term Mcf in Section 6.1(45) below, NAESB WGQ takes no position on the basis upon which transactions are communicated to trading partners and/or regulatory agencies, as applicable, nor does NAESB WGQ state whether transactions may take place between parties on a volumetric basis.

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 and Mexico, is 1.055056 gigajoules 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 cricondenthem, the highest temperature at which the hydrocarbon vapor-liquid equilibrium may be present. The Hydrocarbon Dewpoint (cricondenthem) 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 website, 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 "Firm Daily Volume" shall mean the maximum volume of gas which ANR is obligated to deliver on a firm basis to Shipper's Primary Delivery Point(s) on any Day, based on confirmable nominations for firm service within Shipper's MDQ (for Rate Schedules, ETS, FTS-1, FTS-2, FTS-4, and FTS-4L), MDQ and MHQ (for Rate Schedule FTS-3) or MDWQ and MSQ (for Rate Schedule FSS), as applicable; and the actual quantity of Gas that Shipper would otherwise have taken within Shipper's NNE (for Rate Schedule NNS).
34. 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.
35. 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.

36. 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.
37. The term "TC eConnects" shall mean Transporter's electronic communication system which shall be available to any Shipper.
38. The term "Headstation" shall mean (a) Transporter's compressor station located at Eunice, Louisiana in the Southeast Area; (b) Transporter's compressor station located at Greensburg, Kansas in the Southwest Area; or (c) subject to operational feasibility, any single Delivery Point in a Pooling Area.
39. 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.
40. 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.

41. 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.
42. 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.
43. 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.

44. The term "Maximum Storage Quantity" ("MSQ") shall mean the greatest number of Dekatherms that Transporter is obligated to store on behalf of Shipper.
45. 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.
46. 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 at 60 degrees F, and dry. For cubic meters, the reporting basis is 101.325 kPa at 15 degrees C, and dry.
47. 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.
48. 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 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.
49. The term "Net Present Value" ("NPV") shall mean the discounted cash flow of incremental revenues to Transporter produced, lost or affected by the request for service and may be based upon such factors as the term, quantity, date on which the requested service is requested to commence, cost of facilities required by Transporter to provide the service, and other factors determined to be relevant by Transporter. All determinative factors will be defined in the open season. The NPV shall also include only revenues generated by the reservation rate, or other form of revenue guarantee, as proposed by bidder(s).
50. The term "Nomination Route" shall mean the route used to transport Gas from the nominated Receipt Point to the nominated Delivery Point.
51. The term "No-Notice Service" shall mean service available under Rate Schedules NNS, STS and MBS.
52. 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.

53. The term "Notice Service" shall mean all Transportation Services provided by Transporter other than No-Notice Services.
54. 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.)
55. 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.
56. The term "Point of Injection/Withdrawal" shall mean Transporter's storage facilities.
57. 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.
58. The term "Pooling Agreement" shall mean an Agreement entered into by a Pooler with Transporter.
59. The term "Pooling Area" shall mean, as to any Headstation, Transporter's facilities located upstream of that Headstation.
60. The term "Primary Delivery Point(s)" shall mean the Delivery Point(s) as specified in the Agreement.
61. The term "Primary Receipt Point(s)" shall mean the Receipt Point(s) as specified in the Agreement.
62. The term "Primary Point(s)" shall mean the Primary Delivery Point(s) and/or Primary Receipt Point(s).
63. 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.
64. 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.

65. 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.
66. The term "Reput" shall mean the reinstatement of a capacity release transaction that was recalled.
67. The term "Residue Gas" shall mean Transporter's Gas stream that has been reduced by PTR.
68. The term "Secondary Delivery Point" shall mean a Delivery Point that is not specified as a Primary Delivery Point.
69. The term "Secondary Receipt Point" shall mean a Receipt Point that is not specified as a Primary Receipt Point.
70. The term "Secondary Point(s)" shall mean the Secondary Delivery Point and/or the Secondary Receipt Point.
71. 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.
72. The term "Service Month" shall mean the Month during which Shipper receives Transportation Services under this Tariff.
73. 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 facilities which are not directly connected.
74. 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.
75. 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.
76. The term "Summer Period" shall mean the period from April 1 of each calendar year through October 31 of such year.

77. 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 TC eConnects 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.
78. 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.
79. 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.
80. The term "Transmission Delivery Point(s)" shall mean any Delivery Point which does not include any facilities functionalized as gathering.
81. The term "Transmission Receipt Point(s)" shall mean any Receipt Point which does not include any facilities functionalized as gathering.
82. 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.
83. The term "Transporter" shall mean ANR Pipeline Company.
84. The term "Transporter's Pipeline System" shall mean those facilities of Transporter which are Mainline Area Facilities, Southwest Area Facilities or Southeast Area Facilities.
85. 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.
86. 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.

87. 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. 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 Transporter's Annual or Periodic 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.
88. The term "Winter Period" shall mean the period from November 1 of each calendar year through March 31 of the following calendar year.
89. 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.
90. The term "Working Storage Gas" shall mean the quantity of Gas held in storage by Transporter for Shipper.
91. Capitalized terms not defined herein are defined pursuant to NAESB.

6.34 TRANSPORTER'S USE AND TRANSPORTER'S EPC ADJUSTMENT

(a) Filing of Transporter's Use (%) and EPC Charge.

Transporter shall file annually, or at such other times as Transporter in its reasonable discretion determines necessary based upon operating or other conditions, to revise the Transporter's Use (%) and the EPC Charge in accordance with Section 6.34 herein. The Transporter's Use (%) and EPC Charge shall be filed with the Commission (i) annually on or before March 1 effective on April 1 of each year (Annual), and (ii) at such other times as required by operating or other conditions (Periodic). Such Annual or Periodic filing shall be made at least 30 days prior to the effective date of the change in Transporter's Use (%) and in the EPC Charge and shall include revised tariff sections and supporting documentation setting out the proposed change. Provided however, Transporter shall not be obligated to make a filing to recover the cost of electric power purchased by or for Transporter if such costs are for a period of less than 12 months.

(b) Computation of Transporter's Use (%).

The Transporter's Use (%) shown in Section 4.18 shall be equal to the sum of the Current Transporter's Use (%) and the Annual or Periodic Transporter's Use Adjustment (%).

(c) Computation of Current Transporter's Use (%).

1. The Current Transporter's Use (%) for transportation services shall be equal to the sum of the Current Fuel Use (%) and the Current L&U (%). The Current Fuel Use (%) shall be calculated by Rate Segment by dividing (1) compressor fuel use in each Rate Segment for the previous calendar year or previous 12-month period indicated in a Periodic filing (as adjusted for any known and measurable changes for the 12 month period beginning on the effective date of the filing), by (2) the sum of (1) above and the transactional throughput in each Rate Segment for the previous calendar year or previous 12-month period indicated in a Periodic filing (as adjusted for any known and measurable changes for the 12 month period beginning on the effective date of the filing). The Current L&U (%) shall be computed by dividing (1) L&U for the previous calendar year or previous 12-month period indicated in a Periodic filing (as adjusted for any known and measurable changes for the 12 month period beginning on the effective date of the filing), by (2) the sum of (1) above and the total transactional throughput for the previous calendar year or previous 12-month period indicated in a Periodic filing (as adjusted for any known and measurable changes for the 12 month period beginning on the effective date of the filing).

2. The Current Transporter's Use (%) for storage services shall be calculated by dividing (1) fuel use attributable to storage operations for the previous calendar year or previous 12-month period indicated in a Periodic filing (as adjusted for any known and measurable changes for the 12 month period beginning on the effective date of the filing), by (2) the sum of (1) above and the transactional throughput for the previous calendar year or previous 12-month period indicated in a Periodic filing (as adjusted for any known and measurable changes for the 12 month period beginning on the effective date of the filing).

(d) Computation of Annual and Periodic Transporter's Use Adjustment (%).

1. Transporter shall maintain a Deferred Transporter's Use Account with appropriate subaccounts for transportation and storage services to separately track over/under collections of fuel related to those services. Such account(s) may have a negative or positive balance to reflect any past over or under collections of fuel.
2. The applicable subaccounts shall be increased or decreased for a positive or negative change in Transporter's Use for each billing Month, which shall be equal to the difference between (1) the applicable Transporter's Use for such billing Month and (2) the applicable quantities of Gas expended by Transporter for compressor fuel and L&U Gas during such billing Month.
3. The Annual and Periodic Transporter's Use Adjustment (%) for transportation services shall be computed by Rate Segment by dividing (1) the positive or negative balance in the applicable Deferred Transporter's Use subaccount as of the last day of either the previous calendar year or 12-month period indicated in a Periodic filing and allocated to each Rate Segment based on the over/under recoveries that occurred in each Rate Segment during the previous calendar year or previous 12-month period indicated in a Periodic filing, by (2) the sum of (1) above and the transactional throughput in each Rate Segment for the previous calendar year or previous 12-month period indicated in a Periodic filing (as adjusted for any known and measurable changes for the 12 month period beginning on the effective date of the filing).
4. The Annual and Periodic Transporter's Use Adjustment (%) for storage services shall be computed by dividing (1) the positive or negative balance in the applicable Deferred Transporter's Use subaccount as of the last day of either the previous calendar year or 12-month period indicated in a Periodic filing by (2) the sum of (1) above and the transactional throughput for the previous calendar year or previous 12-month period indicated in a Periodic filing (as adjusted for any known and measurable changes for the 12 month period beginning on the effective date of the filing).

(e) Computation of EPC Charge.

The EPC Charges shown in Section 4.19 for both transmission and storage Transportation Services shall be equal to the sum of the applicable Current EPC Charge and the associated Annual or Periodic EPC Charge Adjustment.

(f) Computation of Current EPC Charge.

1. The Current EPC Charge for transportation services shall be calculated by Rate Segment by dividing (1) the cost, in each Rate Segment, of electric power purchased by or for Transporter for use in the operation of electric powered compressor units for the previous calendar year or previous 12-month period indicated in a Periodic filing (as adjusted for any known and measurable changes for the 12 month period beginning on the effective date of the filing), by (2) the transactional throughput in each Rate Segment for the previous calendar year or previous 12-month period indicated in a Periodic filing (as adjusted for any known and measurable changes for the 12 month period beginning on the effective date of the filing).
2. The Current EPC Charge for storage services shall be calculated by dividing (1) the cost of electric power purchased by or for Transporter for use in the operation of electric powered compressor units attributed to storage operations for the previous calendar year or previous 12-month period indicated in a Periodic filing (as adjusted for any known and measurable changes for the 12 month period beginning on the effective date of the filing), by (2) the transactional throughput for the previous calendar year or previous 12-month period indicated in a Periodic filing (as adjusted for any known and measurable changes for the 12 month period beginning on the effective date of the filing).

(g) Computation of Annual and Periodic EPC Charge Adjustment.

1. Transporter shall maintain a Deferred Transporter's EPC Account with appropriate subaccounts for transportation and storage services to separately track over/under collections of electric power costs related to those services. Such account(s) may have a negative or positive balance to reflect any past over or under collections of electric power costs.
2. The applicable subaccounts shall be increased or decreased for a positive or negative change in Transporter's EPC for each billing Month, which shall be equal to the difference between (1) the applicable Transporter's EPC for such billing Month and (2) the applicable cost of electric power purchased by or for Transporter during such billing Month.

3. Each Month, Transporter shall credit or debit the account(s), as appropriate, with carrying charges. Carrying charges shall be calculated in a manner consistent with the procedures set forth in Section 154.501 of the Commission's Regulations.
4. The Annual and Periodic EPC Charge Adjustment for transportation services shall be computed by Rate Segment by dividing (1) the positive or negative balance in the applicable Deferred Transporter's EPC subaccount as of the last day of either the previous calendar year or previous 12-month period indicated in a Periodic filing and allocated to each Rate Segment based on the over/under recoveries that occurred in each Rate Segment during the previous calendar year or previous 12-month period indicated in a Periodic filing, by (2) the transactional throughput in each Rate Segment for the previous calendar year or previous 12-month period indicated in a Periodic filing (as adjusted for any known and measurable changes for the 12 month period beginning on the effective date of the filing).
5. The Annual and Periodic EPC Charge Adjustment for storage services shall be computed by dividing (1) the positive or negative balance in the applicable Deferred Transporter's EPC subaccount as of the last day of either the previous calendar year or previous 12-month period indicated in a Periodic filing by (2) the transactional throughput for the previous calendar year or previous 12-month period indicated in a Periodic filing (as adjusted for any known and measurable changes for the 12 month period beginning on the effective date of the filing).

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

<u>Tariff Section</u>		<u>Version</u>
6.1	GT&C, Definitions	v.12.0.0
6.34	GT&C, Transporter's Use and Transporter's EPC Adjustment	v.1.0.0

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 Liquefiabiles" 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. Unless otherwise agreed, 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 at 60 degrees F (101.325 kPa at 15 degrees C) and dry; and for gigacalorie it is 1.035646 Kg/cm² at 15.6 degrees C, and dry.

For purposes of this term, and the term Mcf in Section 6.1(45) below, NAESB WGQ takes no position on the basis upon which transactions are communicated to trading partners and/or regulatory agencies, as applicable, nor does NAESB WGQ state whether transactions may take place between parties on a volumetric basis.

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 and Mexico, is 1.055056 gigajoules 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 website, 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 "Firm Daily Volume" shall mean the maximum volume of gas which ANR is obligated to deliver on a firm basis to Shipper's Primary Delivery Point(s) on any Day, based on confirmable nominations for firm service within Shipper's MDQ (for Rate Schedules, ETS, FTS-1, FTS-2, FTS-4, and FTS-4L), MDQ and MHQ (for Rate Schedule FTS-3) or MDWQ and MSQ (for Rate Schedule FSS), as applicable; and the actual quantity of Gas that Shipper would otherwise have taken within Shipper's NNE (for Rate Schedule NNS).
34. 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.
35. 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.

36. 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.
37. The term "TC eConnects" shall mean Transporter's electronic communication system which shall be available to any Shipper.
38. The term "Headstation" shall mean (a) Transporter's compressor station located at Eunice, Louisiana in the Southeast Area; (b) Transporter's compressor station located at Greensburg, Kansas in the Southwest Area; or (c) subject to operational feasibility, any single Delivery Point in a Pooling Area.
39. 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.
40. 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.

41. 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.
42. 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.
43. 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.

44. The term "Maximum Storage Quantity" ("MSQ") shall mean the greatest number of Dekatherms that Transporter is obligated to store on behalf of Shipper.
45. 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.
46. 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 at 60 degrees F, and dry. For cubic meters, the reporting basis is 101.325 kPa at 15 degrees C, and dry.
47. 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.
48. 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 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.
49. The term "Net Present Value" ("NPV") shall mean the discounted cash flow of incremental revenues to Transporter produced, lost or affected by the request for service and may be based upon such factors as the term, quantity, date on which the requested service is requested to commence, cost of facilities required by Transporter to provide the service, and other factors determined to be relevant by Transporter. All determinative factors will be defined in the open season. The NPV shall also include only revenues generated by the reservation rate, or other form of revenue guarantee, as proposed by bidder(s).
50. The term "Nomination Route" shall mean the route used to transport Gas from the nominated Receipt Point to the nominated Delivery Point.
51. The term "No-Notice Service" shall mean service available under Rate Schedules NNS, STS and MBS.
52. 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.

53. The term "Notice Service" shall mean all Transportation Services provided by Transporter other than No-Notice Services.
54. 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.)
55. 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.
56. The term "Point of Injection/Withdrawal" shall mean Transporter's storage facilities.
57. 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.
58. The term "Pooling Agreement" shall mean an Agreement entered into by a Pooler with Transporter.
59. The term "Pooling Area" shall mean, as to any Headstation, Transporter's facilities located upstream of that Headstation.
60. The term "Primary Delivery Point(s)" shall mean the Delivery Point(s) as specified in the Agreement.
61. The term "Primary Receipt Point(s)" shall mean the Receipt Point(s) as specified in the Agreement.
62. The term "Primary Point(s)" shall mean the Primary Delivery Point(s) and/or Primary Receipt Point(s).
63. 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.
64. 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.

65. 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.
66. The term "Reput" shall mean the reinstatement of a capacity release transaction that was recalled.
67. The term "Residue Gas" shall mean Transporter's Gas stream that has been reduced by PTR.
68. The term "Secondary Delivery Point" shall mean a Delivery Point that is not specified as a Primary Delivery Point.
69. The term "Secondary Receipt Point" shall mean a Receipt Point that is not specified as a Primary Receipt Point.
70. The term "Secondary Point(s)" shall mean the Secondary Delivery Point and/or the Secondary Receipt Point.
71. 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.
72. The term "Service Month" shall mean the Month during which Shipper receives Transportation Services under this Tariff.
73. 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 facilities which are not directly connected.
74. 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.
75. 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.
76. The term "Summer Period" shall mean the period from April 1 of each calendar year through October 31 of such year.

77. 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 TC eConnects 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.
78. 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.
79. 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.
80. The term "Transmission Delivery Point(s)" shall mean any Delivery Point which does not include any facilities functionalized as gathering.
81. The term "Transmission Receipt Point(s)" shall mean any Receipt Point which does not include any facilities functionalized as gathering.
82. 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.
83. The term "Transporter" shall mean ANR Pipeline Company.
84. The term "Transporter's Pipeline System" shall mean those facilities of Transporter which are Mainline Area Facilities, Southwest Area Facilities or Southeast Area Facilities.
85. 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.
86. 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.

87. 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. 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 Transporter's ~~annual~~ Annual or Periodic 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.
88. The term "Winter Period" shall mean the period from November 1 of each calendar year through March 31 of the following calendar year.
89. 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.
90. The term "Working Storage Gas" shall mean the quantity of Gas held in storage by Transporter for Shipper.
91. Capitalized terms not defined herein are defined pursuant to NAESB.

6.34 TRANSPORTER'S USE AND TRANSPORTER'S EPC ADJUSTMENT

(a) Filing of Transporter's Use (%) and EPC Charge.

Transporter shall file annually, or at such other times as Transporter in its reasonable discretion determines necessary based upon operating or other conditions, to revise the Transporter's Use (%) and the EPC Charge in accordance with Section 6.34 herein. The Transporter's Use (%) and EPC Charge shall be filed with the Commission (i) annually on or before March 1 effective on April 1 of each year (Annual), and (ii) at such other times as required by operating or other conditions (Periodic). Such Annual or Periodic filing shall be made at least 30 days prior to the effective date of the change in Transporter's Use (%) and in the EPC Charge and shall include revised tariff sections and supporting documentation setting out the proposed change. Provided however, Transporter shall not be obligated to make a filing to recover the cost of electric power purchased by or for Transporter if such costs are for a period of less than 12 months.

(b) Computation of Transporter's Use (%).

The Transporter's Use (%) shown in Section 4.18 shall be equal to the sum of the Current Transporter's Use (%) and the Annual or Periodic Transporter's Use Adjustment (%).

(c) Computation of Current Transporter's Use (%).

1. The Current Transporter's Use (%) for transportation services shall be equal to the sum of the Current Fuel Use (%) and the Current L&U (%). The Current Fuel Use (%) shall be calculated by Rate Segment by dividing (1) compressor fuel use in each Rate Segment for the previous calendar year or previous 12-month period indicated in a Periodic filing (as adjusted for any known and measurable changes for the 12 month period beginning on the effective date of the filing), by (2) the sum of (1) above and the transactional throughput in each Rate Segment for the previous calendar year or previous 12-month period indicated in a Periodic filing (as adjusted for any known and measurable changes for the 12 month period beginning on the effective date of the filing). The Current L&U (%) shall be computed by dividing (1) L&U for the previous calendar year or previous 12-month period indicated in a Periodic filing (as adjusted for any known and measurable changes for the 12 month period beginning on the effective date of the filing), by (2) the sum of (1) above and the total transactional throughput for the previous calendar year or previous 12-month period indicated in a Periodic filing (as adjusted for any known and measurable changes for the 12 month period beginning on the effective date of the filing).

2. The Current Transporter's Use (%) for storage services shall be calculated by dividing (1) fuel use attributable to storage operations for the previous calendar year [or previous 12-month period indicated in a Periodic filing](#) (as adjusted for any known and measurable changes for the 12 month period beginning on the effective date of the filing), by (2) the sum of (1) above and the transactional throughput for the previous calendar year [or previous 12-month period indicated in a Periodic filing](#) (as adjusted for any known and measurable changes for the 12 month period beginning on the effective date of the filing).

(d) Computation of Annual [and Periodic](#) Transporter's Use Adjustment (%).

1. Transporter shall maintain a Deferred Transporter's Use Account with appropriate subaccounts for transportation and storage services to separately track over/under collections of fuel related to those services. Such account(s) may have a negative or positive balance to reflect any past over or under collections of fuel.
2. The applicable subaccounts shall be increased or decreased for a positive or negative change in Transporter's Use for each billing Month, which shall be equal to the difference between (1) the applicable Transporter's Use for such billing Month and (2) the applicable quantities of Gas expended by Transporter for compressor fuel and L&U Gas during such billing Month.
3. The Annual [and Periodic](#) Transporter's Use Adjustment (%) for transportation services shall be computed by Rate Segment by dividing (1) the positive or negative balance in the applicable Deferred Transporter's Use subaccount as of ~~December 31~~ [the last day](#) of [either](#) the previous calendar year [or 12-month period indicated in a Periodic filing](#) and allocated to each Rate Segment based on the over/under recoveries that occurred in each Rate Segment during the previous calendar year [or previous 12-month period indicated in a Periodic filing](#), by (2) the sum of (1) above and the transactional throughput in each Rate Segment for the previous calendar year [or previous 12-month period indicated in a Periodic filing](#) (as adjusted for any known and measurable changes for the 12 month period beginning on the effective date of the filing).
4. The Annual [and Periodic](#) Transporter's Use Adjustment (%) for storage services shall be computed by dividing (1) the positive or negative balance in the applicable Deferred Transporter's Use subaccount as of ~~December 31~~ [the last day](#) of [either](#) the previous calendar year [or 12-month period indicated in a Periodic filing](#) by (2) the sum of (1) above and the transactional throughput for the previous calendar year [or previous 12-month period indicated in a Periodic filing](#) (as adjusted for any known and measurable changes for the 12 month period beginning on the effective date of the filing).

(e) Computation of EPC Charge.

The EPC Charges shown in Section 4.19 for both transmission and storage Transportation Services shall be equal to the sum of the applicable Current EPC Charge and the associated Annual or Periodic EPC Charge Adjustment.

(f) Computation of Current EPC Charge.

1. The Current EPC Charge for transportation services shall be calculated by Rate Segment by dividing (1) the cost, in each Rate Segment, of electric power purchased by or for Transporter for use in the operation of electric powered compressor units for the previous calendar year or previous 12-month period indicated in a Periodic filing (as adjusted for any known and measurable changes for the 12 month period beginning on the effective date of the filing), by (2) the transactional throughput in each Rate Segment for the previous calendar year or previous 12-month period indicated in a Periodic filing (as adjusted for any known and measurable changes for the 12 month period beginning on the effective date of the filing).
2. The Current EPC Charge for storage services shall be calculated by dividing (1) the cost of electric power purchased by or for Transporter for use in the operation of electric powered compressor units attributed to storage operations for the previous calendar year or previous 12-month period indicated in a Periodic filing (as adjusted for any known and measurable changes for the 12 month period beginning on the effective date of the filing), by (2) the transactional throughput for the previous calendar year or previous 12-month period indicated in a Periodic filing (as adjusted for any known and measurable changes for the 12 month period beginning on the effective date of the filing).

(g) Computation of Annual and Periodic EPC Charge Adjustment.

1. Transporter shall maintain a Deferred Transporter's EPC Account with appropriate subaccounts for transportation and storage services to separately track over/under collections of electric power costs related to those services. Such account(s) may have a negative or positive balance to reflect any past over or under collections of electric power costs.
2. The applicable subaccounts shall be increased or decreased for a positive or negative change in Transporter's EPC for each billing Month, which shall be equal to the difference between (1) the applicable Transporter's EPC for such billing Month and (2) the applicable cost of electric power purchased by or for Transporter during such billing Month.

3. Each Month, Transporter shall credit or debit the account(s), as appropriate, with carrying charges. Carrying charges shall be calculated in a manner consistent with the procedures set forth in Section 154.501 of the Commission's Regulations.
4. The Annual and Periodic EPC Charge Adjustment for transportation services shall be computed by Rate Segment by dividing (1) the positive or negative balance in the applicable Deferred Transporter's EPC subaccount as of ~~December 31~~the last day of either the previous calendar year or previous 12-month period indicated in a Periodic filing and allocated to each Rate Segment based on the over/under recoveries that occurred in each Rate Segment during the previous calendar year or previous 12-month period indicated in a Periodic filing, by (2) the transactional throughput in each Rate Segment for the previous calendar year or previous 12-month period indicated in a Periodic filing (as adjusted for any known and measurable changes for the 12 month period beginning on the effective date of the filing).
5. The Annual and Periodic EPC Charge Adjustment for storage services shall be computed by dividing (1) the positive or negative balance in the applicable Deferred Transporter's EPC subaccount as of ~~December 31~~the last day of either the previous calendar year or previous 12-month period indicated in a Periodic filing by (2) the transactional throughput for the previous calendar year or previous 12-month period indicated in a Periodic filing (as adjusted for any known and measurable changes for the 12 month period beginning on the effective date of the filing).