



June 25, 2010

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

**Northern Border Pipeline Company**

717 Texas Street, Suite 2400  
Houston, TX 77002-2761

John A. Roscher  
Director, Rates & Tariffs

**tel** 832.320.5675  
**fax** 832.320.6675  
**email** John\_Roscher@TransCanada.com  
**web** www.northernborder.com

Re: Northern Border Pipeline Company  
Change in FERC Gas Tariff  
Docket No. RP10- -

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act (“NGA”) and Part 154 of the Federal Energy Regulatory Commission’s (“Commission” or “FERC”) Regulations,<sup>1</sup> Northern Border Pipeline Company (“Northern Border”) respectfully submits for filing revised tariff sheets<sup>2</sup> to be part of its FERC Gas Tariff, Second Revised Volume No. 1 (“Tariff”). As set forth in greater detail below, these tariff sheets are being submitted to add tariff language that allows Northern Border to offer firm transportation service with differing Maximum Receipt Quantity (“MRQ”) amounts throughout a shipper’s contract term. Northern Border respectfully requests that the Commission accept these tariff sheets to become effective July 26, 2010.

Correspondence

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

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<sup>1</sup> 18 C.F.R. Part 154 (2010).

<sup>2</sup> Specifically, Northern Border is submitting Eighth Revised Sheet No. 100, Third Revised Sheet No. 178, Tenth Revised Sheet No. 406, and Ninth Revised Sheet No. 429B.

John A. Roscher  
Director, Rates and Tariffs  
\* Joan F. Collins  
Manager, Tariffs and Compliance  
Northern Border Pipeline Company  
717 Texas Street, Suite 2400  
Houston, Texas 77002-2761  
Tel. (832) 320-5651  
Fax (832) 320-6651  
E-mail: joan\_collins@transcanada.com

\* Eva N. Neufeld  
Associate General Counsel  
Northern Border Pipeline Company  
717 Texas Street, Suite 2400  
Houston, Texas 77002-2761  
Tel. (832) 320-5623  
E-mail: eva\_neufeld@transcanada.com

\* Persons designated for official service pursuant to Rule 2010.

### Statement of the Nature, Reasons and Basis for Filing

Northern Border currently has authority to provide firm transportation service under Rate Schedules T-1 and T-1B. For a term of service of less than one year, the maximum tariff rate applicable to each of these services varies by month. Northern Border's firm transportation service customers, however, are not able to vary their MRQ amount by month within a single contract. When a customer desires differing monthly amounts of firm service over the term of the contract, it must enter into multiple contracts to accommodate desired MRQ variations. Entering into multiple contracts places administrative burdens on customers that would otherwise be avoided with the ability to vary MRQ amounts within a single contract.

In the instant filing, Northern Border is proposing to add tariff language to Paragraph 2.1 of Rate Schedules T-1 and T-1B to specify that Northern Border may offer firm transportation service with differing monthly MRQ amounts over the course of a shipper's contract term. The proposed language clarifies that a "Shipper's Maximum Receipt Quantity shall be a uniform quantity throughout the contract term, except that [Northern Border] may, on a not unduly discriminatory basis, agree to differing monthly amounts in the Shipper's Maximum Receipt Quantity during the term of Shipper's contract. Shipper's Maximum Receipt Quantity and any differing amounts in the Maximum Receipt Quantity, as well as the period of such differing Maximum Receipt Quantity amounts, shall be specified in the executed Firm [transportation] Service Agreement." This service flexibility reflects the fact that customers' transportation requirements may vary on a seasonal or monthly basis. In addition, allowing differing MRQ

amounts will mitigate administrative burden and streamline the contracting process for Northern Border's seasonal service customers. Northern Border notes that the language proposed in the instant filing is nearly identical to language accepted in *Texas Eastern*,<sup>3</sup> and in *GTN*.<sup>4</sup> Northern Border is also proposing to modify its Rate Schedule T-1 and T-1B *pro forma* Forms of Service Agreement Exhibit A's to include an option to allow for differing MRQ amounts over the course of a shipper's contract term.

#### Effect on Existing Rate Schedules

Other than as described herein, this filing will not impact Northern Border's existing rate schedules.

#### Other Filings That May Affect This Proceeding

There are no other filings before the Commission that may significantly affect the changes proposed herein.

#### Effects on Costs and Revenues

Other than as described herein, the changes proposed will not have a material effect upon Northern Border's costs or revenues.

#### Effective Date

Northern Border respectfully requests that the Commission approve the proposed tariff sheets to become effective on July 26, 2010.

#### Contents of Filing

In accordance with Section 154.7 of the Commission's Regulations, Northern Border is submitting the following, including an original and five (5) copies of items 1-3:

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<sup>3</sup> *Texas Eastern Transmission, LP*, 106 FERC ¶ 61,066 (2004); *Texas Eastern Transmission, LP*, Docket No. RP99-480-007, Letter Order Approving Tariff Sheets, March 3, 2004, Collectively ("*Texas Eastern*").

<sup>4</sup> *Gas Transmission Northwest Corporation*, Docket No. RP06-180-000 (February 14, 2006) (unpublished Letter Order) ("*GTN*").

- 1) This transmittal letter;
- 2) The proposed tariff sheets (Appendix A);
- 3) A red line strike-out version of the proposed tariff sheets (Appendix B); and
- 4) A computer diskette containing the required electronic filing information for this filing.

Pursuant to 18 C.F.R. Section 385.2011 of the Commission's regulations, the undersigned states that the contents of the paper copies attached are true to the best of their knowledge and belief.

Certificate of Service

Pursuant to Rule 2010 of the Commission's Rules of Practice and Procedure, 18 C.F.R. Section 385.2010, a copy of this filing, together with all enclosures except the computer diskette, is being served upon all jurisdictional customers and interested state regulatory agencies.

Please confirm receipt of this filing by so indicating on the enclosed copy of this filing and returning it to me in the self addressed, stamped envelope provided.

Any questions regarding this filing may be directed to Joan Collins at (832) 320-5651.

Respectfully submitted,



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John A. Roscher  
Director, Rates & Tariffs  
Northern Border Pipeline Company  
By: TransCanada Northern Border Inc., Its Operator

Enclosures

# **Appendix A**

RATE SCHEDULE T-1  
FIRM SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Person (hereinafter called Shipper) desiring the transportation of natural gas on a firm basis after execution of a Service Agreement with Company and the satisfaction of the credit worthiness provisions under Section 41 of the General Terms and Conditions and as provided for by Section 13(a) of Alaskan Natural Gas Transportation Act of 1976.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Applicability

This Rate Schedule shall apply to firm transportation service pursuant to Articles 1 and 2 of the U.S. Shippers Service Agreement after the Billing Commencement Date, whether or not gas is actually transported, under a Shipper's Service Agreement, other than service specifically provided for in another Rate Schedule. Quantities of gas Shipper desires to transport in excess of Shipper's Maximum Receipt Quantity nominated as specified in Shipper's Service Agreement shall be nominated, scheduled, received, and delivered on an interruptible basis pursuant to an IT-1 Transportation Agreement. For such excess receipts, Shipper shall pay the Maximum Commodity Rate pursuant to Rate Schedule IT-1. A Shipper's Maximum Receipt Quantity shall be a uniform quantity throughout the contract term, except that the Company may, on a not unduly discriminatory basis, agree to differing monthly amounts in the Shipper's Maximum Receipt Quantity during the term of Shipper's contract. Shipper's Maximum Receipt Quantity and any differing amounts in the Maximum Receipt Quantity, as well as the period of such differing Maximum Receipt Quantity amounts, shall be specified in the executed Firm Service Agreement.

2.2 Character of Service

Any Shipper under this Rate Schedule that receives service pursuant to Part 284 of the FERC's Regulations shall have receipt and delivery point flexibility subject to the provisions of Section 17 of the General Terms and Conditions. Service shall be provided on a firm basis subject to the nominations/confirmations/scheduling/interruption of service provisions of Section 10 of the General Terms and Conditions.

2.3 Release of Capacity

Shipper may release, in whole or in part, its capacity in accordance with Section 27 of the General Terms and Conditions. If the release is a temporary release, such release of capacity shall not relieve, impliedly or otherwise, the Releasing Shipper from its obligations under its Service Agreement or this Rate Schedule.

RATE SCHEDULE T-1B  
FIRM BACKHAUL SERVICE

1. AVAILABILITY (Continued)

1.2 Limitation on Availability of Service (Continued)

1.23 Prerequisite to Backhaul Service (Continued)

as a nominated Point of Receipt is permitted under this Rate Schedule. However, Company provides no guarantee that it will be able to confirm and schedule nominations under a T-1B Agreement that request the receipt and/or delivery of gas by displacement.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Applicability

This Rate Schedule shall apply to firm Backhaul transportation service after the Billing Commencement Date, whether or not gas is actually transported, under a Shipper's T-1B Transportation Agreement, other than service specifically provided for in another Rate Schedule. A Shipper's Maximum Receipt Quantity shall be a uniform quantity throughout the contract term, except that the Company may, on a not unduly discriminatory basis, agree to differing monthly amounts in the Shipper's Maximum Receipt Quantity during the term of Shipper's contract. Shipper's Maximum Receipt Quantity and any differing amounts in the Maximum Receipt Quantity, as well as the period of such differing Maximum Receipt Quantity amounts, shall be specified in the executed Firm Backhaul Service Agreement.

2.2 Excess Receipts

Shipper may not nominate transportation in excess of Shipper's Maximum Receipt Quantity; however if quantities of gas are transported in excess of Shipper's Maximum Receipt Quantity as specified in Shipper's T-1B Transportation Agreement, such shall be scheduled, received, and delivered on an interruptible basis. For such excess receipts, Shipper shall pay the Maximum Commodity Rate pursuant to Rate Schedule IT-1.

NORTHERN BORDER PIPELINE COMPANY  
U. S. SHIPPERS SERVICE AGREEMENT  
RATE SCHEDULE T-1

EXHIBIT A TO U.S. SHIPPERS SERVICE AGREEMENT

COMPANY - Northern Border Pipeline Company

COMPANY'S ADDRESS - Commercial Services  
717 Texas Street  
Houston, TX 77002-2761

SHIPPER -

SHIPPER'S ADDRESS -

Right of First Refusal: Yes \_\_\_\_\_ No \_\_\_\_\_

Right of First Refusal Path: 3/  
Point of Receipt \_\_\_\_\_ Point of Delivery \_\_\_\_\_

Yes \_\_\_\_\_ No \_\_\_\_\_ (Check applicable blank) This Service Agreement covers interim capacity sold pursuant to Section 26 of the General Terms and Conditions. Right of First Refusal rights, if any, applicable to this interim capacity are limited as provided in such Subsection 26.2(iv) or 26.5 of the General Terms and Conditions.

Maximum Receipt Quantity: Identify Mcf/day amount in either a) or b) immediately below.

- a) Uniform throughout contract term: \_\_\_\_\_ Mcf/day, or
- b) Differing throughout contract term (include periods and amounts in Mcf/day):

Transportation Path:  
Point of Receipt \_\_\_\_\_ Point of Delivery \_\_\_\_\_

Maximum Reservation Rate 1/ \_\_\_\_\_

Discounted Rate: 1/ \_\_\_\_\_  
Rate Type: 2/ \_\_\_\_\_  
Quantity: \_\_\_\_\_  
Quantity Level: \_\_\_\_\_  
Time Period: Start Date \_\_\_\_\_ End Date \_\_\_\_\_  
Contract: Discounted Daily Reservation Rate \_\_\_\_\_  
Discounted Daily Commodity Rate \_\_\_\_\_  
Point: Point of Receipt \_\_\_\_\_  
Point of Delivery \_\_\_\_\_  
Point to Point: Point of Receipt \_\_\_\_\_ to Point of Delivery \_\_\_\_\_  
Zone: (define geographical area) \_\_\_\_\_  
Relationship: \_\_\_\_\_  
Rate Component: \_\_\_\_\_  
Index Price Differential: \_\_\_\_\_

Negotiated Rate: 1/ No \_\_\_\_\_ Yes \_\_\_\_\_ (attach explanation of rate)

- 1/ Plus the applicable commodity charges and other rates and charges, pursuant to Subsection 3.1 of Rate Schedule T-1.
- 2/ See Section 42 of the General Terms and Conditions for description of various types of discount rates.
- 3/ Subject to right of first refusal provision contained in Article VI of the Stipulation in Docket No. RP06-72.



NORTHERN BORDER PIPELINE COMPANY  
SERVICE AGREEMENT  
RATE SCHEDULE T-1B

EXHIBIT A TO T-1B SERVICE AGREEMENT

COMPANY - Northern Border Pipeline Company

COMPANY'S ADDRESS - Commercial Services  
717 Texas Street  
Houston, TX 77002-2761

SHIPPER -

SHIPPER'S ADDRESS -

Right of First Refusal: 3/ Yes \_\_\_\_\_ No \_\_\_\_\_

Right of First Refusal Path:

Point of Receipt \_\_\_\_\_ Point of Delivery \_\_\_\_\_

Yes \_\_\_\_\_ No \_\_\_\_\_ (Check applicable blank) This Service Agreement covers interim capacity sold pursuant to Section 26 of the General Terms and Conditions. Right of First Refusal rights, if any, applicable to this interim capacity are limited as provided in such Subsection 26.2(iv) or 26.5 of the General Terms and Conditions.

Transportation Path:

Point of Receipt \_\_\_\_\_ Point of Delivery \_\_\_\_\_

Maximum Receipt Quantity: Identify Dekatherms/day amount in either a) or b) immediately below.

a) Uniform throughout contract term: \_\_\_\_\_ Dekatherms/day, or

b) Differing throughout contract term (include periods and amounts in Dekatherms/day):

Maximum Reservation Rate 1/ \_\_\_\_\_

Discounted Rate: 1/ \_\_\_\_\_

Rate Type: 2/ \_\_\_\_\_

Quantity: \_\_\_\_\_

Quantity Level: \_\_\_\_\_

Time Period: Start Date \_\_\_\_\_ End Date \_\_\_\_\_

Contract: Discounted Daily Reservation Rate \_\_\_\_\_

Discounted Daily Commodity Rate \_\_\_\_\_

Point: Point of Receipt \_\_\_\_\_

Point of Delivery \_\_\_\_\_

Point to Point: Point of Receipt \_\_\_\_\_ to Point of Delivery \_\_\_\_\_

Zone: (define geographical area) \_\_\_\_\_

Relationship: \_\_\_\_\_

Rate Component: \_\_\_\_\_

Index Price Differential: \_\_\_\_\_

Negotiated Rate: 1/ No \_\_\_\_\_ Yes \_\_\_\_\_ (attach explanation of rate)

1/ Plus the applicable commodity charge and other rates and charges, pursuant to Subsection 3.1 of Rate Schedule T-1B.

2/ See Section 42 of the General Terms and Conditions for description of various types of discount rates.

3/ Subject to right of first refusal provision contained in Article VI of the Stipulation in Docket No. RP06-72.

# **Appendix B**

RATE SCHEDULE T-1  
FIRM SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Person (hereinafter called Shipper) desiring the transportation of natural gas on a firm basis after execution of a Service Agreement with Company and the satisfaction of the credit worthiness provisions under Section 41 of the General Terms and Conditions and as provided for by Section 13(a) of Alaskan Natural Gas Transportation Act of 1976.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Applicability

This Rate Schedule shall apply to firm transportation service pursuant to Articles 1 and 2 of the U.S. Shippers Service Agreement after the Billing Commencement Date, whether or not gas is actually transported, under a Shipper's Service Agreement, other than service specifically provided for in another Rate Schedule. Quantities of gas Shipper desires to transport in excess of Shipper's Maximum Receipt Quantity nominated as specified in Shipper's Service Agreement shall be nominated, scheduled, received, and delivered on an interruptible basis pursuant to an IT-1 Transportation Agreement. For such excess receipts, Shipper shall pay the Maximum Commodity Rate pursuant to Rate Schedule IT-1. A Shipper's Maximum Receipt Quantity shall be a uniform quantity throughout the contract term, except that the Company may, on a not unduly discriminatory basis, agree to differing monthly amounts in the Shipper's Maximum Receipt Quantity during the term of Shipper's contract. Shipper's Maximum Receipt Quantity and any differing amounts in the Maximum Receipt Quantity, as well as the period of such differing Maximum Receipt Quantity amounts, shall be specified in the executed Firm Service Agreement.

2.2 Character of Service

Any Shipper under this Rate Schedule that receives service pursuant to Part 284 of the FERC's Regulations shall have receipt and delivery point flexibility subject to the provisions of Section 17 of the General Terms and Conditions. Service shall be provided on a firm basis subject to the nominations/confirmations/scheduling/interruption of service provisions of Section 10 of the General Terms and Conditions.

2.3 Release of Capacity

Shipper may release, in whole or in part, its capacity in accordance with Section 27 of the General Terms and Conditions. If the release is a temporary release, such release of capacity shall not relieve, impliedly or otherwise, the Releasing Shipper from its obligations under its Service Agreement or this Rate Schedule.

RATE SCHEDULE T-1B  
FIRM BACKHAUL SERVICE

1. AVAILABILITY (Continued)

1.2 Limitation on Availability of Service (Continued)

1.23 Prerequisite to Backhaul Service (Continued)

as a nominated Point of Receipt is permitted under this Rate Schedule. However, Company provides no guarantee that it will be able to confirm and schedule nominations under a T-1B Agreement that request the receipt and/or delivery of gas by displacement.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Applicability

This Rate Schedule shall apply to firm Backhaul transportation service after the Billing Commencement Date, whether or not gas is actually transported, under a Shipper's T-1B Transportation Agreement, other than service specifically provided for in another Rate Schedule. A Shipper's Maximum Receipt Quantity shall be a uniform quantity throughout the contract term, except that the Company may, on a not unduly discriminatory basis, agree to differing monthly amounts in the Shipper's Maximum Receipt Quantity during the term of Shipper's contract. Shipper's Maximum Receipt Quantity and any differing amounts in the Maximum Receipt Quantity, as well as the period of such differing Maximum Receipt Quantity amounts, shall be specified in the executed Firm Backhaul Service Agreement.

2.2 Excess Receipts

Shipper may not nominate transportation in excess of Shipper's Maximum Receipt Quantity; however if quantities of gas are transported in excess of Shipper's Maximum Receipt Quantity as specified in Shipper's T-1B Transportation Agreement, such shall be scheduled, received, and delivered on an interruptible basis. For such excess receipts, Shipper shall pay the Maximum Commodity Rate pursuant to Rate Schedule IT-1.

NORTHERN BORDER PIPELINE COMPANY  
U. S. SHIPPERS SERVICE AGREEMENT  
RATE SCHEDULE T-1

EXHIBIT A TO U.S. SHIPPERS SERVICE AGREEMENT

COMPANY - Northern Border Pipeline Company

COMPANY'S ADDRESS - Commercial Services  
717 Texas Street  
Houston, TX 77002-2761

SHIPPER -

SHIPPER'S ADDRESS -

Right of First Refusal: Yes \_\_\_\_\_ No \_\_\_\_\_

Right of First Refusal Path: 3/  
Point of Receipt \_\_\_\_\_ Point of Delivery \_\_\_\_\_

Yes \_\_\_\_\_ No \_\_\_\_\_ (Check applicable blank) This Service Agreement covers interim capacity sold pursuant to Section 26 of the General Terms and Conditions. Right of First Refusal rights, if any, applicable to this interim capacity are limited as provided in such Subsection 26.2(iv) or 26.5 of the General Terms and Conditions.

Maximum Receipt Quantity: Identify Mcf/day amount in either a) or b) immediately below.

a) Uniform throughout contract term: \_\_\_\_\_ Mcf/day, or

b) Differing throughout contract term (include periods and amounts in Mcf/day):

Transportation Path:  
Point of Receipt \_\_\_\_\_ Point of Delivery \_\_\_\_\_

Maximum Reservation Rate 1/ \_\_\_\_\_

Discounted Rate: 1/ \_\_\_\_\_  
Rate Type: 2/ \_\_\_\_\_  
Quantity: \_\_\_\_\_  
Quantity Level: \_\_\_\_\_  
Time Period: Start Date \_\_\_\_\_ End Date \_\_\_\_\_  
Contract: Discounted Daily Reservation Rate \_\_\_\_\_  
Discounted Daily Commodity Rate \_\_\_\_\_  
Point: Point of Receipt \_\_\_\_\_  
Point of Delivery \_\_\_\_\_  
Point to Point: Point of Receipt \_\_\_\_\_ to Point of Delivery \_\_\_\_\_  
Zone: (define geographical area) \_\_\_\_\_  
Relationship: \_\_\_\_\_  
Rate Component: \_\_\_\_\_  
Index Price Differential: \_\_\_\_\_

Negotiated Rate: 1/ No \_\_\_\_\_ Yes \_\_\_\_\_ (attach explanation of rate)

- 1/ Plus the applicable commodity charges and other rates and charges, pursuant to Subsection 3.1 of Rate Schedule T-1.
- 2/ See Section 42 of the General Terms and Conditions for description of various types of discount rates.
- 3/ Subject to right of first refusal provision contained in Article VI of the Stipulation in Docket No. RP06-72.

NORTHERN BORDER PIPELINE COMPANY  
SERVICE AGREEMENT  
RATE SCHEDULE T-1B

EXHIBIT A TO T-1B SERVICE AGREEMENT

COMPANY - Northern Border Pipeline Company

COMPANY'S ADDRESS - Commercial Services  
717 Texas Street  
Houston, TX 77002-2761

SHIPPER -

SHIPPER'S ADDRESS -

Right of First Refusal: 3/ Yes \_\_\_\_\_ No \_\_\_\_\_

Right of First Refusal Path:

Point of Receipt \_\_\_\_\_ Point of Delivery \_\_\_\_\_

Yes \_\_\_\_\_ No \_\_\_\_\_ (Check applicable blank) This Service Agreement covers interim capacity sold pursuant to Section 26 of the General Terms and Conditions. Right of First Refusal rights, if any, applicable to this interim capacity are limited as provided in such Subsection 26.2(iv) or 26.5 of the General Terms and Conditions.

Transportation Path:

Point of Receipt \_\_\_\_\_ Point of Delivery \_\_\_\_\_

Maximum Receipt Quantity:: Identify Dekatherms/day amount in either a) or b) immediately below.

a) Uniform throughout contract term: \_\_\_\_\_ Dekatherms/day, or

b) Differing throughout contract term (include periods and amounts in Dekatherms/day):

Maximum Reservation Rate 1/ \_\_\_\_\_

Discounted Rate: 1/ \_\_\_\_\_

Rate Type: 2/ \_\_\_\_\_

Quantity: \_\_\_\_\_

Quantity Level: \_\_\_\_\_

Time Period: Start Date \_\_\_\_\_ End Date \_\_\_\_\_

Contract: Discounted Daily Reservation Rate \_\_\_\_\_

Discounted Daily Commodity Rate \_\_\_\_\_

Point: Point of Receipt \_\_\_\_\_

Point of Delivery \_\_\_\_\_

Point to Point: Point of Receipt \_\_\_\_\_ to Point of Delivery \_\_\_\_\_

Zone: (define geographical area) \_\_\_\_\_

Relationship: \_\_\_\_\_

Rate Component: \_\_\_\_\_

Index Price Differential: \_\_\_\_\_

Negotiated Rate: 1/ No \_\_\_\_\_ Yes \_\_\_\_\_ (attach explanation of rate)

- 1/ Plus the applicable commodity charge and other rates and charges, pursuant to Subsection 3.1 of Rate Schedule T-1B.
- 2/ See Section 42 of the General Terms and Conditions for description of various types of discount rates.
- 3/ Subject to right of first refusal provision contained in Article VI of the Stipulation in Docket No. RP06-72.