



Northern Border Pipeline Company

February 8, 2013

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

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Re: Northern Border Pipeline Company
Change in FERC Gas Tariff
Docket No. RP13-_____-000

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act (“NGA”) and Part 154 of the Federal Energy Regulatory Commission’s (“FERC” or “Commission”) regulations,¹ Northern Border Pipeline Company (“Northern Border”) respectfully submits for filing and acceptance revised tariff Section 4.8 to be part of its FERC Gas Tariff, Second Revised Volume No. 1 (“Tariff”).² Revised Section 4.8 reflects updated contract quantities related to Rate Schedule T-1 (“T-1”) and FTL-1 (“FTL-1”) negotiated rate service agreements (“Agreements”) which Northern Border has entered into with Shippers.³ Northern Border requests that the Commission accept the proposed tariff section, included herein at Appendix A, to be effective January 1, 2013.

Correspondence

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

¹ 18 C.F.R. Part 154 (2012).

² Specifically, Northern Border is submitting revised Section 4.8 – Statement of Rates, Statement of Negotiated Rates (“Section 4.8”).

³ Shippers include BP Canada Energy Marketing Corporation, Ameren Illinois Company d/b/a Ameren Illinois, Dakota Gasification Company, and Tenaska Marketing Ventures (“Shippers”).

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Statement of Nature, Reasons, and Basis for Filing

This filing is being submitted in accordance with the Commission order issued May 16, 2001, in Docket No. RP01-377-000,⁴ which authorized Northern Border to enter into negotiated rate agreements with its customers. Within Northern Border's Tariff, Section 4.8 lists each negotiated rate agreement, identifying the following: a) shipper; b) agreement number; c) applicable rate schedule; d) contract quantity; e) reservation charge; f) commodity rate; g) primary receipt and delivery points; and h) termination date.

Within current Section 4.8, Shippers' negotiated rate agreement contract quantities are stated in Mcf per day. However, pursuant to the Stipulation and Agreement ("Settlement") filed on September 27, 2012, in Docket No. RP12-1093-000, and approved by the Commission on December 5, 2012,⁵ Northern Border agreed to use dekatherms as its standard contracting unit. It was further agreed that the conversion of shippers' existing service agreements would be determined by multiplying shippers' contract quantity by the currently effective posted Btu factor at their point(s) of primary receipt. On December 18, 2012, in Docket No. RP13-403-000, Northern Border filed tariff sections to implement the Settlement revisions, effective January 1, 2013 ("December 18 Filing").⁶ The December 18 Filing did not include revised dekatherm contract quantities included in Section 4.8, as Northern Border was working with Shippers at the time to amend the Agreements accordingly.

⁴ *Northern Border Pipeline Company*, 95 FERC ¶ 61,207 (2001).

⁵ *Northern Border Pipeline Company*, 141 FERC ¶ 61,190 (2012).

⁶ The Commission approved the December 18 Filing on January 17, 2013. See *Northern Border Pipeline Company*, Docket No. RP13-403-000 (January 17, 2013) (unpublished Director's letter order).

Northern Border and Shippers have now amended the Agreements to state a contract quantity in dekatherms per day. Accordingly, Northern Border is submitting a revised Section 4.8, included herein at Appendix A, to reflect the Shippers' updated contract quantities as stated in dekatherms per day to be effective January 1, 2013.

Northern Border advises that no undisclosed agreements, etc., are linked to the Agreements.

Effective Date and Request for Waiver

Northern Border requests that the Commission accept the tariff section attached at Appendix A to be effective on January 1, 2013, and respectfully requests waiver of Section 154.207 of the Commission's regulations⁷ along with any other waivers necessary to allow for this effective date.

Other Filings That 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, Northern Border is submitting the following XML filing package, which includes:

1. This transmittal letter;
2. The clean tariff section (Appendix A); and
3. The marked tariff section (Appendix B).

Certificate of Service

As required by Sections 154.7(b) and 154.208 of the Commission's regulations, copies of this filing are being served upon all of Northern Border's existing customers and interested state

⁷ See *Statement of Policy on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Services of Natural Gas Pipelines*, 74 FERC ¶ 61,076 at 61,241-242 (1996) (indicating that the Commission will "readily grant requests to waive the 30-day notice requirement").

regulatory agencies. A copy of this letter, together with the other attachments, is available during regular business hours for public inspection at Northern Border's principal place of business.

Pursuant to Section 385.2005 and Section 385.2011(c) (5), the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best of his knowledge and belief. Additionally, the undersigned possesses full power and authority to sign such filing.

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

Respectfully submitted,

NORTHERN BORDER PIPELINE COMPANY
BY: TRANSCANADA NORTHERN BORDER INC., ITS OPERATOR

A handwritten signature in black ink that reads "John A. Roscher". The signature is fluid and cursive, with a long horizontal line extending to the right from the end of the name.

John A. Roscher
Director, Rates and Tariffs

Enclosures

Appendix A

Northern Border Pipeline Company FERC Gas Tariff, Second Revised Volume No. 1

Clean Tariff

<u>Section</u>	<u>Section Description</u>	<u>Version</u>
4.8	Statement of Rates, Statement of Negotiated Rates	v.5.0.0

STATEMENT OF NEGOTIATED RATES (1) (2)

Shipper Name	Agreement Number	Rate Schedule	Contract Quantity (Dth/day)	Reservation Charge (3)	Commodity Rate (3)	Primary Receipt Point	Primary Delivery Point	Termination Date
Northern Illinois Gas Company d/b/a Nicor Gas	FB0252	T-1B	50,000	0	3.66 cents (4)	Channahon	Troy Grove	10-31-12
BP Canada Energy Marketing Corp.	T2206F (7)	T-1	60,000	3.60 cents (5)	.06 cents (5)	Ventura	Manhattan	04-29-14
Dakota Gasification Company	T2577F (7)	T-1	30,630	3.60 cents (5)	.06 cents (5)	Harper	North Hayden	05-04-16
Tenaska Marketing Ventures	T2576F (7)	T-1	30,630	3.60 cents (5)	.06 cents (5)	Harper	North Hayden	05-04-16
Northern States Power Company, a Minnesota Corporation	FB0676	T-1B	59,681	1.00 cents	(9)	DP Transfer Point	Ventura	03-31-27
Northern States Power Company, a Minnesota Corporation	DP001F (7)	FCS-DP	60,000	13.00 cents (11)	0.00 cents (10)	DP Receipt Point	DP Transfer Point	03-31-27
Ameren Illinois Company	PL001F (7)	FTL-1	121,320	7.51 cents (11)	0.00 cents (14)	Kasbeer Lateral	Princeton	10-31-21
BP Canada Energy Marketing Corp.	T7586F	T-1	10,010	3.21 cents (12)	.04 cents (12)	Port of Morgan	Welcome	03-31-14
BP Canada Energy Marketing Corp.	T7587F	T-1	55,054	3.21 cents (12)	.04 cents (12)	Port of Morgan	Ventura	03-31-14

- (1) Unless otherwise noted, negotiated contracts do not deviate in any material respect from the applicable form of service agreement set forth in Company's FERC Gas Tariff.
- (2) Unless otherwise noted, rates are inclusive of all surcharges.
- (3) Unless otherwise noted, this Tariff section reflects the essential elements of the negotiated contracts, including a specification of all consideration.
- (4) The Commodity Charge rate is per 100 Dekatherm-miles and it does not include the FERC ACA; however, an ACA charge is applicable to the Dekatherm-miles under this contract in accordance with Section 6.16.1 of the General Terms and Conditions.
- (5) The Demand Charge and Commodity Charge are per 100 Dekatherm-miles and are established for the primary term of the Service Agreement. The Commodity Charge rate does not include the FERC ACA. However, an ACA charge is applicable to the Dekatherm-miles transported under this contract in accordance with Section 6.16.1 of the General Terms and Conditions. Compressor Usage Surcharge is not applicable to the Service Agreement.
- (6) Reserved for future use.
- (7) Identified as non-conforming agreement in Section 6.42 of the General Terms and Conditions.
- (8) The daily rate of \$.265/Dth shall apply. The daily reservation charge component shall be determined by subtracting the applicable daily Compressor Usage Surcharge amount from the revenue calculated by applying the total daily rate per Dekatherm to Shipper's applicable Contract Quantity. In addition, the applicable Maximum Commodity Rate and ACA surcharge will be charged on a per 100 Dekatherm-miles basis.
- (9) Plus the applicable Commodity Charge and Other Rates and Charges set forth in Section 3.1 of Rate Schedule T-1B.
- (10) Plus all applicable surcharges, including any costs incurred by Company for or related to taxes or fees imposed, currently or in the future and (2) a negotiated Compressor Fuel Gas Percentage of .53%.
- (11) Rate is per dekatherm.
- (12) Charge/rate stated on a per 100 Dekatherm-miles basis. Shipper is responsible for applicable surcharges.
- (13) Reserved for future use.
- (14) The Commodity Charge rate does not include the FERC ACA; however, an ACA charge is applicable in accordance with Section 6.16.1 of the General Terms and Conditions.

Appendix B

Northern Border Pipeline Company FERC Gas Tariff, Second Revised Volume No. 1

Marked Tariff

<u>Section</u>	<u>Section Description</u>	<u>Version</u>
4.8	Statement of Rates, Statement of Negotiated Rates	v.5.0.0

STATEMENT OF NEGOTIATED RATES (1) (2)

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BP Canada Energy Marketing Corp.	T2206F (7)	T-1	60,000 58,766 (6)		3.60 cents (5)	.06 cents (5)	Ventura	Manhattan 04-29-14
Dakota Gasification Company	T2577F (7)	T-1	30,630 30,000 (6)		3.60 cents (5)	.06 cents (5)	Harper	North Hayden 05-04-16
Tenaska Marketing Ventures	T2576F (7)	T-1	30,630 30,000 (6)		3.60 cents (5)	.06 cents (5)	Harper	North Hayden 05-04-16
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Northern States Power Company, a Minnesota Corporation	DP001F (7)	FCS-DP	60,000	13.00 cents (11)	0.00 cents (10)	DP Receipt Point	DP Transfer Point	03-31-27
Ameren Illinois Company	PL001F (7)	FTL-1	121,320 120,000 (6)		7.51 cents (11)	0.00 cents (14)	Kasbeer Lateral	Princeton 10-31-21
BP Canada Energy Marketing Corp.	T7586F	T-1	10,010 9,911 (6)		3.21 cents (12)	.04 cents (12)	Port of Morgan	Welcome 03-31-14
BP Canada Energy Marketing Corp.	T7587F	T-1	55,054 54,509 (6)		3.21 cents (12)	.04 cents (12)	Port of Morgan	Ventura 03-31-14

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- (5) The Demand Charge and Commodity Charge are per 100 Dekatherm-miles and are established for the primary term of the Service Agreement. The Commodity Charge rate does not include the FERC ACA. However, an ACA charge is applicable to the Dekatherm-miles transported under this contract in accordance with Section 6.16.1 of the General Terms and Conditions. Compressor Usage Surcharge is not applicable to the Service Agreement.
- (6) ~~Reserved for future use~~ Contract Quantity stated in Mcf/day.
- (7) Identified as non-conforming agreement in Section 6.42 of the General Terms and Conditions.
- (8) The daily rate of \$.265/Dth shall apply. The daily reservation charge component shall be determined by subtracting the applicable daily Compressor Usage Surcharge amount from the revenue calculated by applying the total daily rate per Dekatherm to Shipper's applicable Contract Quantity. In addition, the applicable Maximum Commodity Rate and ACA surcharge will be charged on a per 100 Dekatherm-miles basis.
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