



April 3, 2009

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426

Re: ANR Pipeline Company
Docket No. RP09-222-000
Compliance Tariff Filing

Dear Ms. Bose:

ANR Pipeline Company (“ANR”), pursuant to Section 4 of the Natural Gas Act, 15 U.S.C. § 717c, Part 154 of the Regulations of the Federal Energy Regulatory Commission (“Commission”), 18 C.F.R. Part 154, and in compliance with the Commission’s March 5, 2009 Order¹ accepting, subject to conditions, tariff sheets filed by ANR to comply with the requirements of the Commission’s Order Nos. 712 and 712-A, hereby tenders an original and five (5) copies of Substitute Ninth Revised Sheet No. 159 for inclusion in ANR’s FERC Gas Tariff, Second Revised Volume No. 1 (“Tariff”). ANR proposes that the attached tariff sheet be effective February 16, 2009.

Statement of the Nature, Reasons and Basis for the Filing

On January 16, 2009, ANR filed revised tariff sheets in compliance with the Commission’s Order Nos. 712 and 712-A. On March 5, 2009, the Commission accepted ANR’s compliance filing, including the tariff sheet contained therein, to be effective February 16, 2009, subject to ANR filing a revision to Ninth Revised Sheet No. 159, Section 21.1(i)(1). ANR has revised its tariff sheet to exempt from the posting and bidding requirements releases of more than one year, removing language referencing releases greater than 365 days as originally included the January 16 filing.

In compliance with the directive of the Commission’s Order, ANR hereby submits the attached revised tariff sheet to incorporate the Commission’s required changes, to be effective February 16, 2009. Additionally, ANR is providing herein on Attachment A the information requested by the Commission under paragraph 14 of its March 5, 2009 Order.

¹ ANR Pipeline Company, 126 FERC ¶ 61,203 (2009)

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Effective Date

ANR respectfully requests that the Commission accept the attached tariff sheet for filing and permit it to become effective February 16, 2009. ANR also requests any waivers which may be required so that the attached tariff sheet can become effective on February 16, 2009, consistent with the Commission's Order accepting ANR's tariff sheets subject to further modifications in this proceeding.

Material Enclosed

In accordance with 18 C.F.R. § 154.7, included with this transmittal letter are the following items:

1. the tariff sheet identified above;
2. information requested under paragraph 14 of the Order; on Attachment A;
3. an electronic version of the tariff sheet on a 3½-inch diskette; and
4. a redlined version of the tariff sheet pursuant to 18 C.F.R § 154.201(a) showing the changes to ANR's currently effective tariff sheet.

Correspondence

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

M. Catharine Davis
Associate General Counsel
ANR Pipeline Company
717 Texas Street
Houston, Texas 77002-2761
Tel. (832) 320-5509
Fax (832) 320-5555
catharine_davis@transcanada.com

Robert D. Jackson
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ANR Pipeline Company
717 Texas Street
Houston, Texas 77002-2761
Tel. (832) 320-5487
Fax (832) 320-5555
robert_jackson@transcanada.com

Motion to Place Tariff Sheet into Effect

ANR, pursuant to § 154.7(a)(9) of the Commission's regulations, respectfully moves at this time that the proposed tariff sheet, if approved without addition, modification, or deletion, be placed into effect on February 16, 2009. Apart from the foregoing, ANR reserves

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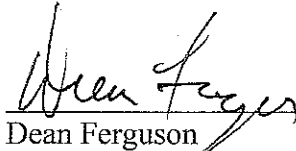
its right under § 154.7(a)(9) to file a motion to place the proposed tariff sheet into effect at the end of any suspension period ordered by the Commission.

Pursuant to 18 C.F.R. § 385.2011 of the Commission's regulations, the undersigned states that the paper copies of the attached contain the same information as is contained on the electronic media, that the undersigned knows the contents of the paper copies and the electronic media, and that the contents as stated in the copies and the electronic media are true to the best knowledge and belief of the undersigned.

Any questions regarding this filing may be directed to Rene Staeb (832) 320-5215.

Respectfully submitted,

ANR PIPELINE COMPANY

A handwritten signature in cursive script, appearing to read "Dean Ferguson", is written over a horizontal line.

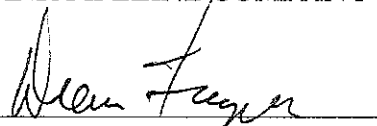
Dean Ferguson
Vice President, Marketing and
Business Development
(832) 320-5503

CERTIFICATE OF SERVICE

Pursuant to Rule 2010 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.2010, I hereby certify that I have this day served the foregoing document upon the customers of ANR Pipeline Company and affected state regulatory commissions.

Dated at Houston, Texas this 3rd day of April, 2009.

ANR PIPELINE COMPANY



Dean Ferguson
Vice President, Marketing and
Business Development
Ph: (832) 320-5503
Fax: (832) 320-6503

GENERAL TERMS AND CONDITIONS
(Continued)

The Bidding Shipper shall be entitled to withdraw its bid either via GEMStm or EDM, prior to the end of the bidding period, if such withdrawal is not due to lower bids by other Shippers. Bidding Shipper cannot withdraw its bid after the Bidding Period ends. If Bidding Shipper withdraws its bid, it may not resubmit a lower bid. If Bidding Shipper submits a higher bid, lower bids previously submitted by Bidding Shipper will be automatically eliminated. A Bidding Shipper may submit multiple bids where the term or quantity involved in each bid is different. Transporter shall post all information provided by Bidding Shippers, except the information provided in Section 21.1(h)(1), above.

No bid shall exceed the maximum applicable transportation rates, in addition to any and all applicable fees and surcharges, as specified in this Tariff, provided, however, that such limitation shall not apply to any bid for release of capacity with a term of one (1) year or less and is to take effect on or before one (1) year from the date on which the Transporter is notified of the release. The quantity or the requested term of the release of such bid shall not exceed the maximum quantity or term specified in the executed Agreement.

- (i) Pre-arranged Release not subject to bidding. Releasing Shipper shall have the right to release capacity to a pre-arranged Replacement Shipper without posting an offer via Electronic Communication if: Replacement Shipper will either confirm via GEMStm or EDM the terms and conditions of the Pre-arranged Release, meets all other terms and conditions of the release, and the release is either:
- (1) A capacity release transaction for a term of more than one (1) year at maximum rates, or
 - (2) A capacity release transaction equal to 31 days or less, or
 - (3) A Capacity release transaction to an asset manager that contains a condition that the Releasing Shipper may call upon the Replacement Shipper to deliver to, or purchase from, the Releasing Shipper a volume of gas up to 100 percent of the daily contract demand of the released transportation or storage capacity, provided that,
 - (a) if the capacity release is for a period of one (1) year or less, the asset manager's delivery or purchase obligation must apply on any day during a minimum period of the lesser of five (5) months (or 155 days) or the term of the release;
 - (b) if the capacity release is for a period of more than one (1) year, the asset manager's delivery or purchase obligation must apply on any day during a minimum period of five (5) months (or 155 days) of each twelve-month period of the release, and on five-twelfths of the days of any additional period of the release not equal to twelve months;
 - (c) if the capacity release is a release of storage capacity, the asset manager's delivery or purchase obligation need only be up to 100 percent of the daily contract demand under the release for storage withdrawals or injections, or

GENERAL TERMS AND CONDITIONS
(Continued)

The Bidding Shipper shall be entitled to withdraw its bid either via GEMStm or EDM, prior to the end of the bidding period, if such withdrawal is not due to lower bids by other Shippers. Bidding Shipper cannot withdraw its bid after the Bidding Period ends. If Bidding Shipper withdraws its bid, it may not resubmit a lower bid. If Bidding Shipper submits a higher bid, lower bids previously submitted by Bidding Shipper will be automatically eliminated. A Bidding Shipper may submit multiple bids where the term or quantity involved in each bid is different. Transporter shall post all information provided by Bidding Shippers, except the information provided in Section 21.1(h)(1), above.

No bid shall exceed the maximum applicable transportation rates, in addition to any and all applicable fees and surcharges, as specified in this Tariff, provided, however, that such limitation shall not apply to any bid for release of capacity with a term of one (1) year or less and is to take effect on or before one (1) year from the date on which the Transporter is notified of the release. The quantity or the requested term of the release of such bid shall not exceed the maximum quantity or term specified in the executed Agreement.

- (i) Pre-arranged Release not subject to bidding. Releasing Shipper shall have the right to release capacity to a pre-arranged Replacement Shipper without posting an offer via Electronic Communication if: Replacement Shipper will either confirm via GEMStm or EDM the terms and conditions of the Pre-arranged Release, meets all other terms and conditions of the release, and the release is either:
- (1) A capacity release transaction ~~greater~~ for a term of more than 365 days one (1) year at maximum rates, or
 - (2) A capacity release transaction equal to 31 days or less, or
 - (3) A Capacity release transaction to an asset manager that contains a condition that the Releasing Shipper may call upon the Replacement Shipper to deliver to, or purchase from, the Releasing Shipper a volume of gas up to 100 percent of the daily contract demand of the released transportation or storage capacity, provided that,
 - (a) if the capacity release is for a period of one (1) year or less, the asset manager's delivery or purchase obligation must apply on any day during a minimum period of the lesser of five (5) months (or 155 days) or the term of the release;
 - (b) if the capacity release is for a period of more than one (1) year, the asset manager's delivery or purchase obligation must apply on any day during a minimum period of five (5) months (or 155 days) of each twelve-month period of the release, and on five-twelfths of the days of any additional period of the release not equal to twelve months;
 - (c) if the capacity release is a release of storage capacity, the asset manager's delivery or purchase obligation need only be up to 100 percent of the daily contract demand under the release for storage withdrawals or injections, or

ANR Pipeline Company
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Attachment A - Additional Information

Question 1

How many of ANR's existing firm shipper contracts include negotiated usage and fuel rates

ANR's Response

In ANR's tariff, the usage component of rates is referenced as "commodity." Currently ANR has 15 firm negotiated rate contracts with commodity rates that are less than the applicable maximum tariff rates; 3 firm negotiated rate contracts with negotiated commodity rates in excess of maximum rates; and 5 Rate Schedule FTS-2 contracts with discounted commodity rates. ANR's FTS-2 rates are designed on other than a straight fixed variable (SFV) method such that the tariff commodity rate is greater than the minimum rate and is therefore discountable (see ANR's Sheet No. 8 of its Second Revised Volume No. 1).

ANR has no contracts with discounted fuel rates.

Question 2

How many of any such contracts limit the negotiated rate to specific points

ANR's Response

All contracts in response 1 above limit the discounts to specific points.

Question 3

A general description of how ANR intends to determine whether to grant negotiated usage and fuel charges to asset manager/replacement shippers

Question 4

What factors it will consider in determining whether to grant such negotiated rates

ANR's Response to Questions 3 and 4

If an asset manager will agree in its replacement contract with ANR to be bound by the same contract provisions reflected in the releasing LDC's agreement, ANR will agree to provide the asset manager with the same discounted and/or negotiated usage and fuel rates for those same services.