

October 19, 2009

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

Re: ANR Pipeline Company  
Negotiated Rate Agreement  
Docket No. RP10-39-\_\_\_

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act (“NGA”) and Part 154 of the Regulations of the Federal Energy Regulatory Commission (“Commission”), 18 C.F.R. Part 154, ANR Pipeline Company (“ANR”) hereby tenders for filing and acceptance an original and five (5) copies of a corrected redlined amendment to a Rate Schedule FSS negotiated rate agreement between ANR and BP Canada Energy Marketing Corp. ANR requests that the Commission accept the corrected redlined amendment for filing and approve the amended contract to be effective on October 8, 2009.

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

On October 9, 2009, in Docket No. RP10-39-000, ANR filed an amendment to Contract No. 113020<sup>1</sup> (“Amendment”) in order to add an overrun rate provision for certain storage withdrawals. It has come to ANR’s attention that while the attached Amendment correctly reflected an overrun rate of \$0.0400 per Dth, the associated filing cover letter and attached redlined Amendment incorrectly reflected a withdrawal overrun rate of \$0.0126 per Dth. The purpose of this filing is to submit a corrected redlined Amendment reflecting a withdrawal overrun rate of \$0.0400 per Dth.

With regard to the requirements for negotiated rate filings, the Commission has stated that, “in any pipeline filing of a negotiated rate agreement, any other agreement, understanding, negotiation or consideration linked to the agreement must be disclosed by the pipeline’s filing.” Columbia Gulf Transmission Company, 85 FERC ¶ 61,373, at 62,424 (1998). ANR advises that no undisclosed agreements, etc., are linked to the Amended Contract submitted herein.

It is requested that the redline document submitted in this filing replace the redline document submitted in the October 9 filing. ANR regrets any inconvenience caused by this oversight.

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<sup>1</sup> Contract No. 113020 was approved by the Commission effective April 1, 2007 at Docket No. RP99-301-156.

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Material Enclosed

In accordance with 18 C.F.R. §154.7(a)(1), ANR states that the following items are included in this filing:

- (1) The instant transmittal letter; and
- (2) A paper copy of the subject redlined Amendment.

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.

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) 320-6509  
catharine\_davis@transcanada.com

John A. Roscher  
Director, Rates and Tariffs  
ANR Pipeline Company  
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john\_roscher@transcanada.com

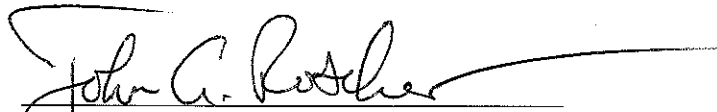
Effective Date

ANR respectfully requests that the Commission grant all waivers of its regulations and ANR's FERC Gas Tariff necessary to accept this filing and approve the Amended Contract to be effective October 8, 2009.

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

Respectfully submitted,

ANR PIPELINE COMPANY

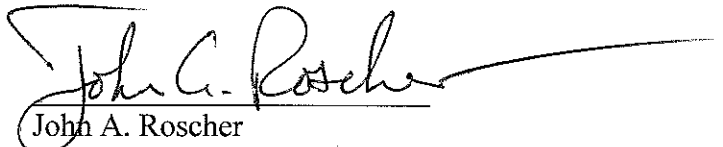
  
John A. Roscher  
Director, Rates and Tariffs

## 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 19th day of October, 2009.

ANR PIPELINE COMPANY

A handwritten signature in black ink, reading "John A. Roscher". The signature is written in a cursive style with a long horizontal flourish extending to the right.

John A. Roscher  
Director, Rates and Tariffs  
Ph: (832) 320-5675  
Fax: (832) 320-6675

Contract No: 113020  
Amendment No: 402

### AMENDMENT

Date: October 07, 2009

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: BP CANADA ENERGY MARKETING CORP.

FSS Contract No. 113020 dated December 04, 2006 ("Agreement") between Transporter and Shipper is amended and restated effective October 08, 2009 as follows:

8. **FURTHER AGREEMENT:**

- A. The rate for storage service shall be a fixed Deliverability rate of \$2.05 per dth per month for MDWQ, and a fixed Capacity rate of \$0.4000 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged the applicable Commodity rate for injection or withdrawal charges. Shipper shall be charged any other applicable fees or surcharges in accordance with Transporter’s FERC Gas Tariff.
- B. During any Storage Contract Year (as defined in Transporter’s FERC Gas Tariff), Shipper shall be entitled to a total of 4,000,000 dth of withdrawal MSQ overrun at a rate equal to \$0.0126 per dth. Further, during any Storage Contract Year (as defined in Transporter’s FERC Gas Tariff), Shipper shall also be entitled to 40,000 dth/d of withdrawal MDWQ overrun not to exceed the 4,000,000 dth yearly total, at a rate equal to \$0.0126 per dth.
- C. Shipper shall be entitled to the Right of First Refusal provided for in Section 22 of the General Terms and Conditions of Transporter’s FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 22.2.
- D. For the period October 8, 2009 through October 31, 2009 only, Shipper shall be entitled to a total of 4,000,000 dth of withdrawal MSQ overrun at a rate equal to \$0.0400 ~~\$0.0126~~ per dth. Further, Shipper shall also be entitled to 50,000 dth/d of withdrawal MDWQ overrun not to exceed the 4,000,000 dth yearly total, at a rate equal to \$0.0400 per dth.

All other terms and conditions of the Agreement shall remain in full force and effect.

Contract No: 113020  
Amendment No: 402

**BP CANADA ENERGY MARKETING CORP.**  
"Shipper"

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ANR PIPELINE COMPANY**  
"Transporter"

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**CONTRACT QUANTITY EXHIBIT**

**To Agreement Between**

**ANR PIPELINE COMPANY (Transporter)  
AND BP CANADA ENERGY MARKETING CORP. (Shipper)**

Contract No: 113020  
Rate Schedule: FSS  
Contract Date: December 04, 2006  
Amendment Date: October 07, 2009

Effective Start: April 01, 2007  
Effective End: March 31, 2012

Seasonal Service  
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	4000000
Base Maximum Daily Withdrawal Quantity (BMDWQ)	50000
Base Maximum Daily Injection Quantity (BMDIQ)	22857
Cyclability	4000000

Ratchet Thresholds		Ratchet		Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>		<u>MDWQ/MDIQ</u>
800001	- 4000000	W1	MDWQ_1	50000
600001	- 800000	W2	MDWQ_2	45000
400001	- 600000	W3	MDWQ_3	40000
200001	- 400000	W4	MDWQ_4	35000
0	- 200000	W5	MDWQ_5	30000
0	- 3600000	I1	MDIQ_1	22857
3600001	- 4000000	I2	MDIQ_2	18286

W=Withdrawal ;I=Injection

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.