

October 16, 2009

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

Re: ANR Pipeline Company
Compliance Filing
Docket No. CP08-465-000
RP10-____-____

Dear Ms. Bose:

ANR Pipeline Company ("ANR"), pursuant to Part 154 of the Regulations of the Federal Energy Regulatory Commission ("Commission"), 18 C.F.R. Part 154, and Section 4 of the Natural Gas Act ("NGA"), hereby tenders an original and five (5) copies of tariff sheets listed in Appendix A, attached hereto, for inclusion in ANR's FERC Gas Tariff, Second Revised Volume No. 1 ("Tariff"). ANR is filing the tariff sheets to comply with the Commission's August 24, 2009, Order Issuing Certificate in Docket No. CP08-465-000 ("Certificate Order").¹ ANR proposes that the attached tariff sheets become effective December 1, 2009.

Statement of Nature, Reasons and Basis For the Filing

On August 20, 2008, ANR filed an application under Section 7(c) seeking a certificate of public convenience and necessity authorizing ANR to construct and operate approximately 8.9 miles of 30-inch pipeline and related facilities to loop an existing lateral in Rock County, Wisconsin, to meet growing demand for natural gas service ("Janesville Loop"). Ordering paragraph (B)4 of the August 24, 2009, Certificate Order required ANR to file actual tariff sheets to include interruptible service in addition to FTS-1 and ETS service on the proposed expansion not less than 30 days or more than 60 days prior to its proposed commencement of service on the proposed expansion facilities.

Pursuant to the item 6 of the Certificate Order's Appendix, ANR was required to file its Implementation Plan prior to the start of construction. On September 14, 2009, ANR filed its Implementation Plan ("Plan") with the Commission. On September 17, 2009, the Commission approved ANR's Plan as requested.² On page 7 of the Plan, ANR stated that a Gantt chart detailing the scheduling for construction and restoration activities on each project component was attached. The schedule outlined the proposed environmental training date, start of construction and start and completion of restoration activities. It was also noted that ANR planned to delay construction of its proposed Janesville Loop until May 2010 in order to avoid

¹ *ANR Pipeline Company*, 128 FERC ¶ 61,183 (2009).

² OEP/DG2E/Gas Branch 3, CP08-465-000, Approval of Implementation Plan and Commencement of Construction. September 17, 2009.

winter construction activities and minimize the impacts or long-term disruption to landowner properties. As shown on the Gantt chart attached to the Plan, ANR proposed to construct the upgrades to its North Wausau Meter Station starting in October 2009 and ending in November 2009, and to construct its upgrades to the Randolph Meter Station starting in November and ending in December 2009. On October 5, 2009, ANR filed its Notice of the Start of Construction with the Commission stating that construction had started on September 30, 2009. As proposed by the Gantt chart, ANR believes that it will complete the construction of the meter stations as proposed on or about December 15, 2009. Upon the completion of the meter station upgrades, ANR will be able to provide its proposed initial 20,400 Dth/d of service to its customers who requested service during the first year of operation.

ANR is therefore submitting the attached revised tariff sheets incorporating its proposed incremental rates, an interruptible service rate as required by the Certificate Order, and sheet reference additions to the new incremental rates in ANR's current FTS-1 and ETS rate schedules. ANR has additionally made some minor changes to its as-filed pro forma tariffs sheets. Under the General Notes section of Sheet 7A, ANR has: 1) added the docket number of the certificate filing; 2) added reference to the interruptible service rate; 3) removed the words "based on a path rate for ML-7 to ML-7" and added in the words "the applicable" and "EPC Charge" to incorporate the EPC rate into the incremental rate schedules; and 4) removed the reference to Sections 29 and 18 which do not pertain to this service.

Effective Date

ANR proposes that the attached tariff sheets become effective December 1, 2009. ANR is proposing this effective date just prior to what it believes will be the finish of the meter station upgrades and the start of initial service. The requested date of December 1, 2009 will accommodate an earlier start of the initial service which is being dictated by the actual finish of the meter station upgrades which is currently proposed on or about December 15, 2009.

Material Enclosed

In accordance with 18 C.F.R. §154.7, ANR is submitting the following, including an original and five (5) copies of the items 1-3:

1. This transmittal letter;
2. The proposed tariff sheets (Appendix A);
3. A highlighted/strikeout version of the proposed tariff sheets (Appendix A); and
4. A computer diskette containing the required electronic filing information for this filing.

Service

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

John A. Roscher
Director, Rates and Tariffs
ANR Pipeline Company
717 Texas Street
Houston, Texas 77002-2761
Tel. (832) 320-5675
Fax (832) 320-6675
john_roscher@transcanada.com

Waivers and Effective Date

ANR, pursuant to §154.7(a)(9) of the Commission's regulations, respectfully moves at this time that the proposed tariff sheets, if approved without addition, modification, or deletion, be placed into effect on December 1, 2009. Apart from the foregoing, ANR reserves its right under §154.7(a)(9) to file a motion to place the proposed tariff sheets into effect at the end of any suspension period ordered by the Commission.

Pursuant to 18 C.F.R. Section 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 Joan Collins at (832) 320-5561.

Respectfully submitted,

ANR PIPELINE COMPANY



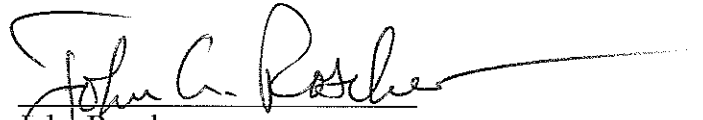
John Roscher
Director, Rates & Tariffs

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 16th day of October, 2009.

ANR PIPELINE COMPANY

A handwritten signature in black ink, appearing to read "John A. Roscher", with a long horizontal flourish extending to the right.

John Roscher

Director, Rates & Tariffs

Ph: (832) 320-5675

Fax: (832) 320-6675

APPENDIX A

Original Sheet No. 7A
Fifth Revised Sheet No. 21
Third Revised Sheet No. 21A
Fifth Revised Sheet No. 22
Fourth Revised Sheet No. 25
Fourth Revised Sheet No. 31
Sixth Revised Sheet No. 32
Sixth Revised Sheet No. 33
Third Revised Sheet No. 35

RATE SCHEDULES FTS-1 & ETS
RESERVATION AND COMMODITY CHARGES
FIRM TRANSPORTATION SERVICES

WISCONSIN 2009 PROJECT
Docket No. CP08-465

Applicable to Customers Utilizing Capacity Pursuant to Incremental Facility
Expansion

MATRIX OF BASE TARIFF TRANSMISSION RATES PER DTH BY SERVICE TYPE

<u>RATE SCHEDULE FTS-1</u>	<u>RATE</u>
Reservation (Res)	\$6.2020
Commodity (Comm)	0.0075
Minimum (MIN)	0.0075
Overrun (Ovrn)	0.2114

<u>RATE SCHEDULE ETS</u>	<u>RATE</u>
Reservation (Res)	\$6.8100
Commodity (Comm)	0.0075
Minimum (MIN)	0.0075
Overrun (Ovrn)	0.2314

General Notes:

Rates shown above are applicable to transportation services authorized in Docket No. CP08-465, Wisconsin 2009 Expansion Project, under contract id(s) 114489, 114492, 114498, 114499, 114500, 114501, 114502, 114503, 114504, 114505, 114512, 114667 and 114677. The total rate charged for the incremental service provided under these contracts shall equal the Reservation and Commodity rates as reflected above. Shippers moving gas outside their primary path as defined in the respective contract, but within ML-7, are subject to the full ML-7 rate as an add-on for recourse rate purposes. The rates represent maximum rates unless designated as minimum firm service rates (MIN).

These rates also apply to any superseding or superseded service.

Interruptible service shall be charged the applicable Rate Schedule ITS rate as set forth on Sheet No. 9.

These services shall be charged the applicable Transporter's Use and EPC Charge.

The rates shown are subject to all applicable reservation and volumetric charges or surcharges, under Section 24 of the General Terms and Conditions of this Tariff. Sheet No. 17 reflects the applicable charges and surcharges under this Section.

RATE SCHEDULE ETS
Enhanced Transportation Service
(Continued)

- (e) Transporter and Shipper may agree to aggregate Delivery Points into a single Delivery Point for Transportation Service under this Rate Schedule ETS ("ETS Delivery Point Group"). Transporter and Shipper may further agree to limit or condition the maximum delivery levels applicable to a specific Delivery Point(s) in order to facilitate or accommodate inclusion of such a Delivery Point(s) into a new or existing ETS Delivery Point Group.
- (f) If Shipper's Rate Schedule ETS Agreement is the NNS Storage Transportation under Shipper's Rate Schedule NNS Agreement, then the no-notice quantities allocated at each Delivery Point will be netted with the no-notice quantities allocated at other Delivery Points.
- (g) Shippers under Rate Schedule ETS shall be entitled to maximum hourly deliveries equal to one-sixteenth (1/16) of the respective Delivery Point MDQ, provided, however, that such hourly flow limits will only be enforced after at least two (2) hours notice that the restrictions are necessary for operational reasons.

3. CHARGES

Each Month Shipper shall pay to Transporter the following charges:

3.1 Reservation Charges.

- (a) For each Dekatherm of MDQ, the sum of the applicable Reservation Rate(s), as stated on Sheet No. 5 or 7A, for each Pooling Area or Mainline Segment (together, "Rate Segment(s)") traversed by the Primary Route designated for such MDQ.
- (b) If, in any Month, Shipper nominates quantities at Secondary Receipt Points or Secondary Delivery Points, and all of such Secondary Points are within Rate Segment(s) for which capacity is reserved pursuant to Section 3.1(a), above, no Reservation Charges associated with the use of additional Rate Segment(s) shall be applicable.

RATE SCHEDULE ETS
Enhanced Transportation Service
(Continued)

- (c) If, in any Month, Shipper nominates quantities at Secondary Receipt Point(s) or Secondary Delivery Point(s) outside of Rate Segment(s) or portion(s) thereof, for which capacity is reserved pursuant to Section 3.1(a), above, Shipper shall pay on a pro rata basis for each Day of such nomination the applicable Reservation Rate(s), as stated on Sheet Nos. 5, 7A and/or 68G, that Transporter otherwise would charge for Transportation to or from those additional Rate Segment(s) or portion(s) thereof.

RATE SCHEDULE ETS
Enhanced Transportation Service
(Continued)

- (d) If Transporter fails to Tender Gas for redelivery at the Delivery Point(s) for the account of a Shipper during any Day, due to the Transporter's scheduling of necessary maintenance and repair of pipeline facilities, necessary maintenance and repair of compression facilities, and/or facility outages for tie-in of new facilities, the quantity of Gas that Shipper has nominated, or makes available to Transporter on such Day, or Shipper's Delivery Point MDQ, whichever is less, then subject to the provisions of the General Terms and Conditions of this Tariff, the portion of the monthly bill of such Shipper which is attributable to the Reservation Charges shall be reduced by an amount equal to the combined Reservation Rates times 12 then dividing the result by 365, and multiplied by the difference between such quantity of Gas nominated or made available for delivery by Shipper, whichever is less, up to the Delivery Point MDQ, and the quantity actually delivered by Transporter for the account of Shipper during such Day.
- (e) If, at the commencement or termination of the Agreement, service is provided for only a portion of a Service Month, any applicable Reservation Charges shall be prorated for the number of Days that service is provided.

3.2 Commodity Charges

- (a) The applicable Commodity Rate, as stated on Sheet No. 5 or 7A and, if applicable, Sheet No. 68G, shall be paid for each Dekatherm of Gas Delivered Hereunder to or on behalf of Shipper for each Nomination Route utilized during the Service Month.

RATE SCHEDULE ETS
Enhanced Transportation Service
(Continued)

handling fees, measurement fees, processing fees, facility rents, or charges that Transporter pays to a third party for transportation of Shipper's Gas, including third party's filing and regulatory fees. Such charges, as they may be from time to time, shall be set forth as separate items on billings rendered to Shipper.

3.8 Rate Changes. Subject to any limitations agreed to by Shipper and Transporter, Transporter may from time to time and at any time selectively adjust any or all of the rates charged to any individual Shipper for any and all of the transportation routes for which a Maximum Rate and Minimum Rate are stated on Sheet No. 5 or 7A of this Tariff or a superseding tariff; provided, however, that such adjusted rate(s) shall not exceed the applicable Maximum Rate(s), nor shall they be less than the Minimum Rate(s), set forth on such sheets. Transporter shall have the right to charge the Maximum Rate at any time as a condition for new service, or for continuation of service under an existing Agreement, or pursuant to Sections 4.1(b) and 4.2(b) of the General Terms and Conditions of this Tariff. Transporter shall make all information filings required by the Commission's regulations with respect to any charges at less than the Maximum Rate.

3.9 Cashout of Monthly Imbalances. Transporter or Shipper, as the case may be, shall be responsible for payment of the Cashout amount(s) provided for in Section 15 of the General Terms and Conditions of this Tariff.

4. SMALL SHIPPER SERVICE OPTION

Any Shipper that meets all of the eligibility requirements set forth in Sections 1(a), (c), (e) and (f) of Rate Schedule STS shall not be subject to Sections 3.1 and 3.2(a), but shall be charged the one-part rate set forth on Sheet No. 6, applicable to each Nomination Route for each Dekatherm of Gas Delivered Hereunder including applicable charges and surcharges. In addition, any such Shipper shall be charged for each Dekatherm of authorized overrun service pursuant to Section 3.4 hereunder the applicable rate set forth on Sheet No. 6, plus all applicable charges and surcharges.

RATE SCHEDULE FTS-1
Firm Transportation Service

1. AVAILABILITY

This Rate Schedule is available to any person, corporation, partnership or any other party (hereinafter referred to as "Shipper") for the Transportation of Gas by Transporter, subject to the following limitations:

- (a) Transporter has determined that it has sufficient available and uncommitted capacity to perform service requested by Shipper; and
- (b) Shipper and Transporter have executed an Agreement under this Rate Schedule, or conformed an existing Agreement to be consistent with this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

- (a) This Rate Schedule shall apply to all Transportation Service rendered by Transporter for Shipper pursuant to the executed Agreement under this Rate Schedule.
- (b) Transportation service under this Rate Schedule shall consist of: (1) the receipt of Gas on behalf of Shipper, (2) the Transportation of Gas, and (3) the Tender of Gas for delivery by Transporter to Shipper, or for Shipper's account.
- (c) Transportation service rendered under this Rate Schedule shall be firm, up to the Primary Route MDQs specified in the executed Agreement.

3. CHARGES

Each Month Shipper shall pay to Transporter the following charges:

3.1 Reservation Charges.

- (a) For each Dekatherm of MDQ, the applicable Reservation Rate(s), as stated on Sheet No. 7 or 7A, for each Pooling Area or Mainline Segment (together, "Rate Segment(s)") traversed by the Primary Route designated for such MDQ.

RATE SCHEDULE FTS-1
Firm Transportation Service
(Continued)

- (b) If, in any Month, Shipper nominates quantities at Secondary Receipt Points or Secondary Delivery Points, and all of such Secondary Points are within Rate Segment(s) for which capacity is reserved pursuant to Section 3.1(a), above, no Reservation Charges associated with the use of additional Rate Segment(s) shall be applicable.
- (c) If, in any Month, Shipper nominates quantities at Secondary Receipt Point(s) or Secondary Delivery Point(s) that are outside of Rate Segment(s) or portion(s) thereof, for which capacity is reserved pursuant to Section 3.1(a), above, Shipper shall pay on a pro rata basis for each Day of such nomination the applicable Reservation Rate(s), as stated on Sheet Nos. 7, 7A and/or 68G, that Transporter otherwise would charge for Transportation to or from those additional Rate Segment(s) or portion(s) thereof.
- (d) If Transporter fails to Tender Gas for redelivery at the Delivery Point(s) for the account of a Shipper during any Day, due to the Transporter's scheduling of necessary maintenance and repair of pipeline facilities, necessary maintenance and repair of compression facilities, and/or facility outages for tie-in of new facilities, the quantity of Gas that Shipper has nominated, or makes available to Transporter on such Day, or Shipper's MDQ, whichever is less, then subject to the provisions of the General Terms and Conditions of this Tariff, the portion of the monthly bill of such Shipper which is attributable to the Reservation Charges shall be reduced by an amount equal to the combined Reservation Rates times 12 then dividing the result by 365, and multiplied by the difference between such quantity of Gas nominated or made available for delivery by Shipper, whichever is less, up to the MDQ, and the quantity actually delivered by Transporter for the account of Shipper during such Day.

RATE SCHEDULE FTS-1
Firm Transportation Service
(Continued)

(e) If, at the commencement or termination of the Agreement, service is provided for only a portion of a Service Month, any applicable Reservation Charges shall be prorated for the number of Days that service is provided.

3.2 Commodity Charges

(a) The applicable Commodity Rate, as stated on Sheet No. 7 or 7A and, if applicable, Sheet No. 68G, shall be paid for each Dekatherm of Gas Delivered Hereunder to or on behalf of Shipper for each Nomination Route during the Month.

(b) Other Applicable Charges or Surcharges. All applicable reservation and volumetric charges or surcharges, including but not limited to those charges under Sections 24 and 29 of the General Terms and Conditions of this Tariff, for each Dekatherm of MDQ, or Gas Delivered Hereunder, as applicable. Such charges or surcharges are shown on Sheet Nos. 17 and 18.

3.3 Daily Scheduling Penalties. Only Shippers identified in Section 14.1(a)(3)(iii) of the General Terms and Conditions of this Tariff, may be subject to daily scheduling penalties, and only on each Dekatherm of the quantities of variance set forth therein that exceeds the Swing Percentage. The rate for any such daily scheduling penalty per Dekatherm shall be the highest applicable Rate Schedule ITS Maximum Rate to that Delivery Point.

3.4 Authorized Overrun Service. Transporter may authorize Shipper to take hereunder daily overrun quantities of Gas to the extent that, in the sole judgment of Transporter, the delivery capacity of Transporter's Pipeline System will permit such delivery without jeopardizing the ability of Transporter to meet all of its other firm service delivery obligations. The term "Authorized Daily Overrun Quantity" shall mean the quantity of Gas which is authorized and delivered by Transporter during any one Day in excess of any of Shipper's Primary Route MDQs. Any request for service under this Section 3.4 must be made by Shipper pursuant to a separate nomination for Authorized Daily Overrun Quantity Gas in accordance with Section 6.1(a) or 6.2(a) of the General Terms and Conditions of this Tariff, provided, however, a separate nomination is not required if the overrun is being delivered under any service associated with the operation of Transporter's Rate Schedule NNS or MBS and has been authorized and allocated to Shipper pursuant to Section 14.1(a)(1), 14.1(a)(3) or 14.1(c) of the General Terms and Conditions of this Tariff.

RATE SCHEDULE FTS-1
Firm Transportation Service
(Continued)

shall, for service to Shipper, use transportation service which Transporter has contracted for with third party(s) for Shipper on or after November 1, 1989, Shipper shall pay Transporter an amount equal to the charges Transporter is obligated to pay to third party(s) for transportation or other services attributable to performance of service on behalf of Shipper under this Rate Schedule. Such charges include, but are not limited to, compression fuel charges, compression fees, Gas handling fees, measurement fees, processing fees, facility rents, or charges that Transporter pays to a third party for transportation of Shipper's Gas, including third party's filing and regulatory fees. Such charges, as they may be from time to time, shall be set forth as separate items on billings rendered to Shipper.

- 3.8 Rate Changes. Subject to any limitations agreed to by Shipper and Transporter, Transporter may from time to time and at any time selectively adjust any or all of the rates charged to any individual Shipper for any and all of the transportation routes for which a Maximum Rate and Minimum Rate are stated on Sheet No. 7 or 7A of this Tariff or a superseding tariff; provided, however, that such adjusted rate(s) shall not exceed the applicable Maximum Rate(s), nor shall they be less than the Minimum Rate(s), set forth on such sheets. Transporter shall have the right to charge the Maximum Rate at any time as a condition for new service, or for continuation of service under an existing Agreement, or pursuant to Sections 4.1(b) and 4.2(b) of the General Terms and Conditions of this Tariff. Transporter shall make all information filings required by the Commission's regulations with respect to any charges at less than the Maximum Rate.
- 3.9 Cashout of Monthly Imbalances. Transporter or Shipper, as the case may be, shall be responsible for payment of the Cashout amount(s) provided for in Section 15 of the General Terms and Conditions of this Tariff.

RATE SCHEDULES FTS-1 & ETS
RESERVATION AND COMMODITY CHARGES
FIRM TRANSPORTATION SERVICES

WISCONSIN 2009 PROJECT

Docket No. CP08-465

Applicable to Customers Utilizing Capacity Pursuant to Incremental Facility
Expansion

MATRIX OF BASE TARIFF TRANSMISSION RATES PER DTH BY SERVICE TYPE

<u>RATE SCHEDULE FTS-1</u>	<u>RATE</u>
<u>Reservation (Res)</u>	<u>\$6.2020</u>
<u>Commodity (Comm)</u>	<u>0.0075</u>
<u>Minimum (MIN)</u>	<u>0.0075</u>
<u>Overrun (Ovrn)</u>	<u>0.2114</u>

<u>RATE SCHEDULE ETS</u>	<u>RATE</u>
<u>Reservation (Res)</u>	<u>\$6.8100</u>
<u>Commodity (Comm)</u>	<u>0.0075</u>
<u>Minimum (MIN)</u>	<u>0.0075</u>
<u>Overrun (Ovrn)</u>	<u>0.2314</u>

General Notes:

Rates shown above are applicable to transportation services authorized in Docket No. CP08-465, Wisconsin 2009 Expansion Project, under contract id(s) 114489, 114492, 114498, 114499, 114500, 114501, 114502, 114503, 114504, 114505, 114512, 114667 and 114677. The total rate charged for the incremental service provided under these contracts shall equal the Reservation and Commodity rates as reflected above. Shippers moving gas outside their primary path as defined in the respective contract, but within ML-7, are subject to the full ML-7 rate as an add-on for recourse rate purposes. The rates represent maximum rates unless designated as minimum firm service rates (MIN).

These rates also apply to any superseding or superseded service.

Interruptible service shall be charged the applicable Rate Schedule ITS rate as set forth on Sheet No. 9.

These services shall be charged the applicable Transporter's Use and EPC Charge.

The rates shown are subject to all applicable reservation and volumetric charges or surcharges, under Section 24 of the General Terms and Conditions of this Tariff. Sheet No. 17 reflects the applicable charges and surcharges under this Section.

RATE SCHEDULE ETS
Enhanced Transportation Service
(Continued)

- (e) Transporter and Shipper may agree to aggregate Delivery Points into a single Delivery Point for Transportation Service under this Rate Schedule ETS ("ETS Delivery Point Group"). Transporter and Shipper may further agree to limit or condition the maximum delivery levels applicable to a specific Delivery Point(s) in order to facilitate or accommodate inclusion of such a Delivery Point(s) into a new or existing ETS Delivery Point Group.
- (f) If Shipper's Rate Schedule ETS Agreement is the NNS Storage Transportation under Shipper's Rate Schedule NNS Agreement, then the no-notice quantities allocated at each Delivery Point will be netted with the no-notice quantities allocated at other Delivery Points.
- (g) Shippers under Rate Schedule ETS shall be entitled to maximum hourly deliveries equal to one-sixteenth (1/16) of the respective Delivery Point MDQ, provided, however, that such hourly flow limits will only be enforced after at least two (2) hours notice that the restrictions are necessary for operational reasons.

3. CHARGES

Each Month Shipper shall pay to Transporter the following charges:

3.1 Reservation Charges.

- (a) For each Dekatherm of MDQ, the sum of the applicable Reservation Rate(s), as stated on Sheet No. 5 or 7A, for each Pooling Area or Mainline Segment (together, "Rate Segment(s)") traversed by the Primary Route designated for such MDQ.
- (b) If, in any Month, Shipper nominates quantities at Secondary Receipt Points or Secondary Delivery Points, and all of such Secondary Points are within Rate Segment(s) for which capacity is reserved pursuant to Section 3.1(a), above, no Reservation Charges associated with the use of additional Rate Segment(s) shall be applicable.

RATE SCHEDULE ETS
Enhanced Transportation Service
(Continued)

- (c) If, in any Month, Shipper nominates quantities at Secondary Receipt Point(s) or Secondary Delivery Point(s) outside of Rate Segment(s) or portion(s) thereof, for which capacity is reserved pursuant to Section 3.1(a), above, Shipper shall pay on a pro rata basis for each Day of such nomination the applicable Reservation Rate(s), as stated on Sheet Nos. 5, 7A and/or 68G, that Transporter otherwise would charge for Transportation to or from those additional Rate Segment(s) or portion(s) thereof.

RATE SCHEDULE ETS
Enhanced Transportation Service
(Continued)

- (d) If Transporter fails to Tender Gas for redelivery at the Delivery Point(s) for the account of a Shipper during any Day, due to the Transporter's scheduling of necessary maintenance and repair of pipeline facilities, necessary maintenance and repair of compression facilities, and/or facility outages for tie-in of new facilities, the quantity of Gas that Shipper has nominated, or makes available to Transporter on such Day, or Shipper's Delivery Point MDQ, whichever is less, then subject to the provisions of the General Terms and Conditions of this Tariff, the portion of the monthly bill of such Shipper which is attributable to the Reservation Charges shall be reduced by an amount equal to the combined Reservation Rates times 12 then dividing the result by 365, and multiplied by the difference between such quantity of Gas nominated or made available for delivery by Shipper, whichever is less, up to the Delivery Point MDQ, and the quantity actually delivered by Transporter for the account of Shipper during such Day.
- (e) If, at the commencement or termination of the Agreement, service is provided for only a portion of a Service Month, any applicable Reservation Charges shall be prorated for the number of Days that service is provided.

3.2 Commodity Charges

- (a) ~~A~~The applicable Commodity Rate, as stated on Sheet No. 5 or 7A and, if applicable, Sheet No. 68G, shall be paid for each Dekatherm of Gas Delivered Hereunder to or on behalf of Shipper for each Nomination Route utilized during the Service Month.

RATE SCHEDULE ETS
Enhanced Transportation Service
(Continued)

handling fees, measurement fees, processing fees, facility rents, or charges that Transporter pays to a third party for transportation of Shipper's Gas, including third party's filing and regulatory fees. Such charges, as they may be from time to time, shall be set forth as separate items on billings rendered to Shipper.

- 3.8 Rate Changes. Subject to any limitations agreed to by Shipper and Transporter, Transporter may from time to time and at any time selectively adjust any or all of the rates charged to any individual Shipper for any and all of the transportation routes for which a Maximum Rate and Minimum Rate are stated on Sheet No. 5 or 7A of this Tariff or a superseding tariff; provided, however, that such adjusted rate(s) shall not exceed the applicable Maximum Rate(s), nor shall they be less than the Minimum Rate(s), set forth on such sheets. Transporter shall have the right to charge the Maximum Rate at any time as a condition for new service, or for continuation of service under an existing Agreement, or pursuant to Sections 4.1(b) and 4.2(b) of the General Terms and Conditions of this Tariff. Transporter shall make all information filings required by the Commission's regulations with respect to any charges at less than the Maximum Rate.
- 3.9 Cashout of Monthly Imbalances. Transporter or Shipper, as the case may be, shall be responsible for payment of the Cashout amount(s) provided for in Section 15 of the General Terms and Conditions of this Tariff.
4. SMALL SHIPPER SERVICE OPTION
- Any Shipper that meets all of the eligibility requirements set forth in Sections 1(a), (c), (e) and (f) of Rate Schedule STS shall not be subject to Sections 3.1 and 3.2(a), but shall be charged the one-part rate set forth on Sheet No. 6, applicable to each Nomination Route for each Dekatherm of Gas Delivered Hereunder including applicable charges and surcharges. In addition, any such Shipper shall be charged for each Dekatherm of authorized overrun service pursuant to Section 3.4 hereunder the applicable rate set forth on Sheet No. 6, plus all applicable charges and surcharges.

RATE SCHEDULE FTS-1
Firm Transportation Service

1. AVAILABILITY

This Rate Schedule is available to any person, corporation, partnership or any other party (hereinafter referred to as "Shipper") for the Transportation of Gas by Transporter, subject to the following limitations:

- (a) Transporter has determined that it has sufficient available and uncommitted capacity to perform service requested by Shipper; and
- (b) Shipper and Transporter have executed an Agreement under this Rate Schedule, or conformed an existing Agreement to be consistent with this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

- (a) This Rate Schedule shall apply to all Transportation Service rendered by Transporter for Shipper pursuant to the executed Agreement under this Rate Schedule.
- (b) Transportation service under this Rate Schedule shall consist of: (1) the receipt of Gas on behalf of Shipper, (2) the Transportation of Gas, and (3) the Tender of Gas for delivery by Transporter to Shipper, or for Shipper's account.
- (c) Transportation service rendered under this Rate Schedule shall be firm, up to the Primary Route MDQs specified in the executed Agreement.

3. CHARGES

Each Month Shipper shall pay to Transporter the following charges:

3.1 Reservation Charges.

- (a) For each Dekatherm of MDQ, the applicable Reservation Rate(s), as stated on Sheet No. 7 or 7A, for each Pooling Area or Mainline Segment (together, "Rate Segment(s)") traversed by the Primary Route designated for such MDQ.

RATE SCHEDULE FTS-1
Firm Transportation Service
(Continued)

- (b) If, in any Month, Shipper nominates quantities at Secondary Receipt Points or Secondary Delivery Points, and all of such Secondary Points are within Rate Segment(s) for which capacity is reserved pursuant to Section 3.1(a), above, no Reservation Charges associated with the use of additional Rate Segment(s) shall be applicable.
- (c) If, in any Month, Shipper nominates quantities at Secondary Receipt Point(s) or Secondary Delivery Point(s) that are outside of Rate Segment(s) or portion(s) thereof, for which capacity is reserved pursuant to Section 3.1(a), above, Shipper shall pay on a pro rata basis for each Day of such nomination the applicable Reservation Rate(s), as stated on Sheet Nos. 7, 7A and/or 68G, that Transporter otherwise would charge for Transportation to or from those additional Rate Segment(s) or portion(s) thereof.
- (d) If Transporter fails to Tender Gas for redelivery at the Delivery Point(s) for the account of a Shipper during any Day, due to the Transporter's scheduling of necessary maintenance and repair of pipeline facilities, necessary maintenance and repair of compression facilities, and/or facility outages for tie-in of new facilities, the quantity of Gas that Shipper has nominated, or makes available to Transporter on such Day, or Shipper's MDQ, whichever is less, then subject to the provisions of the General Terms and Conditions of this Tariff, the portion of the monthly bill of such Shipper which is attributable to the Reservation Charges shall be reduced by an amount equal to the combined Reservation Rates times 12 then dividing the result by 365, and multiplied by the difference between such quantity of Gas nominated or made available for delivery by Shipper, whichever is less, up to the MDQ, and the quantity actually delivered by Transporter for the account of Shipper during such Day.

RATE SCHEDULE FTS-1
Firm Transportation Service
(Continued)

- (e) If, at the commencement or termination of the Agreement, service is provided for only a portion of a Service Month, any applicable Reservation Charges shall be prorated for the number of Days that service is provided.
- 3.2 Commodity Charges
- (a) ~~The applicable~~ Commodity Rate, as stated on Sheet No. 7 or 7A and, if applicable, Sheet No. 68G, shall be paid for each Dekatherm of Gas Delivered Hereunder to or on behalf of Shipper for each Nomination Route during the Month.
- (b) Other Applicable Charges or Surcharges. All applicable reservation and volumetric charges or surcharges, including but not limited to those charges under Sections 24 and 29 of the General Terms and Conditions of this Tariff, for each Dekatherm of MDQ, or Gas Delivered Hereunder, as applicable. Such charges or surcharges are shown on Sheet Nos. 17 and 18.
- 3.3 Daily Scheduling Penalties. Only Shippers identified in Section 14.1(a)(3)(iii) of the General Terms and Conditions of this Tariff, may be subject to daily scheduling penalties, and only on each Dekatherm of the quantities of variance set forth therein that exceeds the Swing Percentage. The rate for any such daily scheduling penalty per Dekatherm shall be the highest applicable Rate Schedule ITS Maximum Rate to that Delivery Point.
- 3.4 Authorized Overrun Service. Transporter may authorize Shipper to take hereunder daily overrun quantities of Gas to the extent that, in the sole judgment of Transporter, the delivery capacity of Transporter's Pipeline System will permit such delivery without jeopardizing the ability of Transporter to meet all of its other firm service delivery obligations. The term "Authorized Daily Overrun Quantity" shall mean the quantity of Gas which is authorized and delivered by Transporter during any one Day in excess of any of Shipper's Primary Route MDQs. Any request for service under this Section 3.4 must be made by Shipper pursuant to a separate nomination for Authorized Daily Overrun Quantity Gas in accordance with Section 6.1(a) or 6.2(a) of the General Terms and Conditions of this Tariff, provided, however, a separate nomination is not required if the overrun is being delivered under any service associated with the operation of Transporter's Rate Schedule NNS or MBS and has been authorized and allocated to Shipper pursuant to Section 14.1(a)(1), 14.1(a)(3) or 14.1(c) of the General Terms and Conditions of this Tariff.

RATE SCHEDULE FTS-1
Firm Transportation Service
(Continued)

shall, for service to Shipper, use transportation service which Transporter has contracted for with third party(s) for Shipper on or after November 1, 1989, Shipper shall pay Transporter an amount equal to the charges Transporter is obligated to pay to third party(s) for transportation or other services attributable to performance of service on behalf of Shipper under this Rate Schedule. Such charges include, but are not limited to, compression fuel charges, compression fees, Gas handling fees, measurement fees, processing fees, facility rents, or charges that Transporter pays to a third party for transportation of Shipper's Gas, including third party's filing and regulatory fees. Such charges, as they may be from time to time, shall be set forth as separate items on billings rendered to Shipper.

- 3.8 Rate Changes. Subject to any limitations agreed to by Shipper and Transporter, Transporter may from time to time and at any time selectively adjust any or all of the rates charged to any individual Shipper for any and all of the transportation routes for which a Maximum Rate and Minimum Rate are stated on Sheet No. 7 or 7A of this Tariff or a superseding tariff; provided, however, that such adjusted rate(s) shall not exceed the applicable Maximum Rate(s), nor shall they be less than the Minimum Rate(s), set forth on such sheets. Transporter shall have the right to charge the Maximum Rate at any time as a condition for new service, or for continuation of service under an existing Agreement, or pursuant to Sections 4.1(b) and 4.2(b) of the General Terms and Conditions of this Tariff. Transporter shall make all information filings required by the Commission's regulations with respect to any charges at less than the Maximum Rate.
- 3.9 Cashout of Monthly Imbalances. Transporter or Shipper, as the case may be, shall be responsible for payment of the Cashout amount(s) provided for in Section 15 of the General Terms and Conditions of this Tariff.