

July 1, 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. RP99-301-\_\_\_

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 one (1) Rate Schedule ETS negotiated rate service agreement (“Agreement”) between ANR and Wisconsin Power & Light Co. (“Contract No. 115957”). ANR requests that the Commission approve the Agreement to be effective on July 1, 2009.

Statement of Nature, Reasons and Basis For the Filing

On May 28, 1999, in Docket No. RP99-301-000, the Commission approved, subject to conditions, ANR’s proposed Section 30 of the General Terms and Conditions of ANR’s FERC Gas Tariff, which authorized ANR to enter into negotiated rate agreements with its customers. ANR Pipeline Company, 87 FERC ¶ 61,241 (1999). ANR made its negotiated rate filing pursuant to the Commission’s Policy Statement, which the Commission issued on January 31, 1996.<sup>1</sup> The Policy Statement requires pipelines, when implementing a negotiated rate contract, to file either the contract or tariff sheets identifying and describing the transaction. Northern Natural Gas Co., 77 FERC ¶ 61,035 at 61,138 (1996).

With regard to the requirements for negotiated rate filings, the Commission has also 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 Agreement submitted herein.

---

<sup>1</sup> 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 (1996) (“Policy Statement”).

Ms. Kimberly D. Bose  
July 1, 2009  
Page 2 of 3

ANR is filing this Agreement as a negotiated rate agreement because the parties have agreed to fixed rates in the Agreement. The specific contract fixed rates are as follows: the rate for the Primary Route MDQ as listed in the Primary Route Exhibit and secondary receipts/deliveries as listed shall be a Fixed Monthly Reservation Rate of \$4.8580 per dth and the applicable Commodity Rate. Other than the aforementioned fixed rates, the Agreement does not contain any provision that is either non-conforming or materially deviates from the Form of Agreement in ANR's FERC Gas Tariff. ANR has elected to implement the negotiated rate agreement by filing the Agreement in accordance with Section 30.2 of the General Terms and Conditions of its Tariff. The Agreement provides all of the information required by Section 30 of ANR's Tariff: (1) the exact legal name of the Shipper; (2) the negotiated rate; (3) the applicable rate schedule; (4) receipt and delivery points; and (5) the contract quantities.

For the reasons stated below, ANR requests that the Commission accept and approve the negotiated rates effective July 1, 2009.

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 negotiated rate service agreement.

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.

Ms. Kimberly D. Bose  
July 1, 2009  
Page 3 of 3

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

Robert D. Jackson  
Director, Rates and Regulatory Affairs  
ANR Pipeline Company  
717 Texas Street  
Houston, Texas 77002-2761  
Tel. (832) 320-5487  
Fax (832) 320-6487  
robert\_jackson@transcanada.com

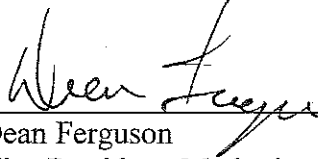
Effective Date

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 new agreement to be effective July 1, 2009.

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

Respectfully submitted,

ANR PIPELINE COMPANY



---

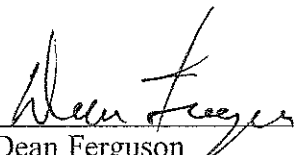
Dean Ferguson  
Vice President, Marketing and  
Business Development  
(832) 320-5503

**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 1st day of July, 2009.

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  
Ph: (832) 320-5503  
Fax: (832) 320-6503

Date: June 22, 2009

Contract No.: 115957

### ETS SERVICE AGREEMENT

This AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and WISCONSIN POWER & LIGHT CO. (Shipper).

WHEREAS, Shipper has requested Transporter to transport Gas on its behalf and Transporter represents that it is willing to transport Gas under the terms and conditions of this Agreement.

NOW, THEREFORE, Transporter and Shipper agree that the terms below, together with the terms and conditions of Transporter's applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff constitute the Transportation Service to be provided and the rights and obligations of Shipper and Transporter.

1. **AUTHORITY FOR TRANSPORTATION SERVICE:**  
(284B = Section 311; 284G = Blanket)

284G

2. **RATE SCHEDULE: Enhanced Transportation Service (ETS)**
3. **CONTRACT QUANTITIES:**

Primary Route - see Exhibit attached hereto.

Such Contract Quantities shall be reduced for scheduling purposes, but not for billing purposes, by the Contract Quantities that Shipper has released through Transporter's capacity release program for the period of any release.

Shipper desires to maintain the MDQ delivered to the city gate from storage in the event of a change in Transporter's Use %. Therefore, subject to available capacity, if Transporter's Use %, as stated in Transporter's Tariff changes, Transporter shall make corresponding changes to: (a) the MSQ, Base MDWQ and Base MDIQ of Shipper's FSS Agreement; and (b) the MDQ associated with the injection route(s) of the transport agreement corresponding to such FSS Agreement. Shipper authorizes Transporter make such quantity changes without formal amendment by providing to Shipper a revised Exhibit for each contract affected.

Date: June 22, 2009

Contract No.: 115957

4. **TERM OF AGREEMENT:**

July 01, 2009 to

May 31, 2014

5. **RATES:**

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter and Shipper have agreed otherwise as referenced in the Further Agreement Section of this Agreement.

It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff; and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest increased rates in whole or in part.

6. **INCORPORATION BY REFERENCE:**

The provisions of Transporter's applicable Rate Schedule and the General Terms and Conditions of Transporter's Tariff are specifically incorporated herein by reference and made a part hereof.

7. **NOTICES:**

All notices can be given by telephone or other electronic means, however, such notices shall be confirmed in writing at the addresses below or through GEMS<sub>sm</sub>. Shipper and Transporter may change the addresses below by written notice to the other without the necessity of amending this Agreement:

Date: June 22, 2009

Contract No.: 115957

**TRANSPORTER:**

ANR PIPELINE COMPANY  
717 TEXAS ST, SUITE 2500  
HOUSTON, TX 77002  
Attention: TRANSPORTATION SERVICES

**SHIPPER:**

WISCONSIN POWER & LIGHT CO.  
4902 N. BILTMORE LANE  
MADISON, WI 53718  
Attention: JEFF HICKEN

Telephone: 608-458-3173  
Fax: 608-458-3130

**INVOICES AND STATEMENTS:**

WISCONSIN POWER & LIGHT CO.  
4902 N. BILTMORE LANE  
P.O. BOX 77007  
MADISON, WI 537071007  
Attention: ADEWALE ONABULE

Telephone: 608-458-3437  
Fax:

**8. FURTHER AGREEMENT:**

- A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Fixed Monthly Reservation Rate of \$4.8580 per dth and the applicable Commodity Rate. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff, not to exceed the total of Transporter's Maximum Reservation, Commodity and applicable surcharge rates. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.

Secondary Receipt(s): None  
Secondary Delivery(ies): None

Date: June 22, 2009

Contract No.: 115957

- B. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be ANR's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under ETS service. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's FERC Gas Tariff.
- C. In addition, if one rate component which was at or below the applicable Maximum Rate at the time this discount agreement was executed subsequently exceeds the applicable Maximum Rate due to a change in Transporter's Maximum Rates so that such rate component must be adjusted downward to equal the new applicable Maximum Rate, then other rate components may be adjusted upward to achieve the agreed overall rate, as long as none of the resulting rate components exceeds the Maximum Rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission Order accepts revised tariff sheet rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates, which ultimately are found to be just and reasonable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives there unto duly authorized to be effective as of the date stated above.

SHIPPER: WISCONSIN POWER & LIGHT CO.

*Print*  
By: Jeff Hicken  
Title: Jeff Hicken  
Manager, Gas Trading  
Date: and Dispatch 6/25/09

TRANSPORTER: ANR PIPELINE COMPANY

By: Joseph E. Pollard  
Title: Agent and Attorney-in-Fact  
Date: 6/29/09

LD 6/26/09  
ES 6/29/09

**PRIMARY ROUTE EXHIBIT**  
**To Agreement Between**  
**ANR PIPELINE COMPANY (Transporter)**  
**AND WISCONSIN POWER & LIGHT CO. (Shipper)**

Contract No: 115957  
Rate Schedule: ETS  
Contract Date: June 22, 2009  
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2014	854822 WISC POWER GRP 2 TO: May 31, 2014	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2013	854822 WISC POWER GRP 2 TO: March 31, 2014	0	7500	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2013	854822 WISC POWER GRP 2 TO: October 31, 2013	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2012	854822 WISC POWER GRP 2 TO: March 31, 2013	0	7500	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2012	854822 WISC POWER GRP 2 TO: October 31, 2012	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2011	854822 WISC POWER GRP 2 TO: March 31, 2012	0	7500	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2011	854822 WISC POWER GRP 2 TO: October 31, 2011	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2010	854822 WISC POWER GRP 2 TO: March 31, 2011	0	7500	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2010	854822 WISC POWER GRP 2 TO: October 31, 2010	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2009	854822 WISC POWER GRP 2 TO: March 31, 2010	0	7500	0

**PRIMARY ROUTE EXHIBIT**  
To Agreement Between  
**ANR PIPELINE COMPANY (Transporter)**  
**AND WISCONSIN POWER & LIGHT CO. (Shipper)**

Contract No: 115957  
Rate Schedule: ETS  
Contract Date: June 22, 2009  
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: July 01, 2009	854822 WISC POWER GRP 2 TO: October 31, 2009		0	0