

June 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 an amendment to one (1) Rate Schedule ETS-1 negotiated rate agreement (“Agreement”) between ANR and Wisconsin Power & Light Co. (“Contract No. 111403”). ANR requests that the Commission approve the Amended Contract to be effective on June 1, 2009.

Statement of Nature, Reasons and Basis For the Filing

The purpose of this filing is to modify Contract No. 111403¹ as follows: ANR has agreed to remove Sheboygan Falls (439345) and the second reference to Fond du Lac (28702) from the Gate Station Names.

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.

Pursuant to Section 30.2 of the General Terms and Conditions of ANR’s FERC Gas Tariff, ANR hereby tenders the Amended Contract and requests that the Commission approve the Amended Contract to go into effect on June 1, 2009.²

¹ Contract No. 111403 was approved by the Commission effective 4/12/06 at Docket No. RP99-301-140.

² ANR is also submitting a redlined version of the Amended Contract illustrating the changes that have been made.

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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 Amended Contract.

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) 320-5555
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) 320-5555
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 Amended Contract to be effective June 1, 2009.

Ms. Kimberly D. Bose
June 1, 2009
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Any questions regarding this filing may be directed to Rene Staeb at (832) 320-5215.

Respectfully submitted,

ANR PIPELINE COMPANY

A handwritten signature in black ink, appearing to read "G. Charette", written over a horizontal line.

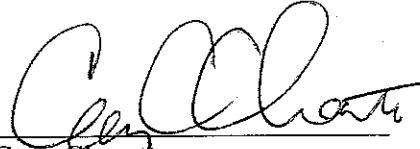
Gary Charette
Vice President, Commercial Operations
(832) 320-5501

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 June, 2009.

ANR PIPELINE COMPANY

A handwritten signature in black ink, appearing to read "Gary Charette", written over a horizontal line.

Gary Charette

Vice President, Commercial Operations

Ph: (832) 320-5501

Fax: (832) 320-6501

Contract No: 111403
Amendment No: 01

AMENDMENT

Date: May 22, 2009

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN POWER & LIGHT CO.

ETS Contract No. 111403 dated February 04, 2005 ("Agreement") between Transporter and Shipper is amended effective June 01, 2009 as follows:

8. **FURTHER AGREEMENT:** (amended and restated in its entirety)
- A. The rate for the Primary Route MDQ ("MDQ") as listed in the attached Primary Route Exhibit during the primary term hereof shall be a Fixed Monthly Reservation Rate of \$4.8580 per dth and a Fixed Commodity Rate of \$0.0075 per dth. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged ACA and Transporter's Use (Fuel) in accordance with Transporter's FERC Gas Tariff.
 - B. Shipper shall have the right to change the Primary Delivery Point in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time and Transporter further agrees that Shipper shall retain the rates set forth in Paragraph 8.A above, provided Shipper is awarded its requested changed Delivery Point in accordance with Transporter's FERC Gas Tariff and Shipper changes its Primary Delivery Point to any Delivery Point within Transporter's ML-7 Zone.
 - C. For all transportation service under this Agreement, Shipper and any Replacement Shipper(s) shall have the right to utilize any Secondary Receipt Points and Secondary Delivery Points within Transporter's ML 7 Zone at the rate and other charges set forth in Section 8.A.
 - D. Except as otherwise provided herein, the mutually agreed upon rate for the use of any point not addressed in Sections 8.A, 8.B or 8.C above, as well as deliveries in excess of the contract MDQ, shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under ETS service. In addition, Shipper shall be charged ACA, Transporter's Use and any other fees or surcharges under Transporter's FERC Gas Tariff.
 - E. 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.
 - F. Effective with the Commencement Date of this agreement, ANR and Wisconsin Power and Light Company agree to make appropriate amendments pursuant to the provisions of the Maximum Delivery Levels Agreement executed on October 13, 2004. Delivery capacity in the "Exhibit B" to the Maximum Delivery Levels Agreement and the corresponding values on "Exhibit(s) D and E" will be amended as follows:

May. 26. 2009 2:05PM

No. 2578 P. 3

Contract No: 111403
Amendment No: 01

Increase Over Baseline		
<u>Gate Station Name</u>	<u>(Dth/d)</u>	<u>MDP₁</u>
Fond du Lac (28702)	21,000	no change
McFarland (28676)	2,000	no change
Total for each applicable period	23,000 Dths	

MDP₁ - Minimum Delivery Pressure

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

WISCONSIN POWER & LIGHT CO.
"Shipper"

By: Bill Zorr

Title: BILL ZORR - CHIEF ENERGY RISK
MANAGEMENT & TRADING OFFICER

Date: 5/28/09

ANR PIPELINE COMPANY
"Transporter"

By: Joseph E. Pollard

Title: Director, -Transportation Services

Date: 5/29/09

*20 5/29/09
ES 5/29/09*

PRIMARY ROUTE EXHIBIT

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

Contract No: 111403
Rate Schedule: ETS
Contract Date: February 04, 2005
Amendment Date: May 22, 2009

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: November 01, 2007	139257 WISC POWER-GRP 1 TO: October 31, 2017	23000	0	0

Contract No: 111403
Amendment No: 01

AMENDMENT

Date: May 22, 2009

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"Shipper": WISCONSIN POWER & LIGHT CO.

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 - B. Shipper shall have the right to change the Primary Delivery Point in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time and Transporter further agrees that Shipper shall retain the rates set forth in Paragraph 8.A above, provided Shipper is awarded its requested changed Delivery Point in accordance with Transporter's FERC Gas Tariff and Shipper changes its Primary Delivery Point to any Delivery Point within Transporter's ML-7 Zone.
 - C. For all transportation service under this Agreement, Shipper and any Replacement Shipper(s) shall have the right to utilize any Secondary Receipt Points and Secondary Delivery Points within Transporter's ML 7 Zone at the rate and other charges set forth in Section 8.A.
 - D. Except as otherwise provided herein, the mutually agreed upon rate for the use of any point not addressed in Sections 8.A, 8.B or 8.C above, as well as deliveries in excess of the contract MDQ, shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under ETS service. In addition, Shipper shall be charged ACA, Transporter's Use and any other fees or surcharges under Transporter's FERC Gas Tariff.
 - E. 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.
 - F. Effective with the Commencement Date of this agreement, ANR and Wisconsin Power and Light Company agree to make appropriate amendments pursuant to the provisions of the Maximum Delivery Levels Agreement executed on October 13, 2004. Delivery capacity in the "Exhibit B" to the Maximum Delivery Levels Agreement and the corresponding values on "Exhibit(s) D and E" will be amended as follows:

Contract No: 111403
Amendment No: 01

Increase Over Baseline

<u>Gate Station Name</u>	<u>(Dth/d)</u>	<u>MDP₁</u>
Fond du Lac (28702) November 1, 2007 through May 31, 2009	21,000	no change
Sheboygan Falls (439345) for the period of June 1 through September 30 for each of years 2009 through 2017	21,000	525 psig
Fond du Lac (28702) for the period of October 1 through May 31 for each of years 2009-10 through 2016-17	21,000	no change
McFarland (28676)	2,000	no change
Total for each applicable period	23,000 Dths	

MDP₁ - Minimum Delivery Pressure

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

WISCONSIN POWER & LIGHT CO.
"Shipper"

By: _____

Title: _____

Date: _____

ANR PIPELINE COMPANY
"Transporter"

By: _____

Title: _____

Date: _____