

April 3, 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 FSS negotiated rate agreement between ANR and Wisconsin Public Service Corporation ("Wisconsin") ("Contract No. 30800"). ANR requests that the Commission approve the Amended Contract to be effective on April 3, 2009.

Statement of Nature, Reasons and Basis For the Filing

The purpose of this filing is to modify Contract No. 30800<sup>1</sup> as follows: ANR has agreed to revise Wisconsin's contract quantities to reflect Transporter's Use % (fuel matrix) revisions pursuant to ANR's Annual Redetermination Filing as follows: ANR has agreed to revise the total volume of the Annual Ratcheted portion of the Agreement for the period from April 1, 2009 to March 31, 2010, by increasing the MDWQ from 52144 to 52170 dth and increasing the MSQ from 2607200 to 2608500 dth; and ANR has agreed to revise the total volume of the Seasonal Ratcheted portion of the Agreement for the period from April 1, 2009 to March 31, 2010, by increasing the MDWQ from 107613 to 107667 dth and increasing the MSQ from 5380650 to 5383350 dth. ANR has additionally revised the Contract Quantity Exhibit to reflect the changes.

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 April 3, 2009<sup>2</sup>.

<sup>1</sup> Contract No. 30800 was approved by the Commission effective 4/1/00 at Docket No. RP99-301-003.

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

Ms. Kimberly D. Bose  
April 3, 2009  
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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

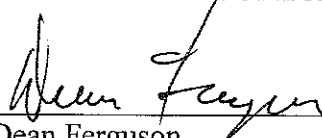
Effective Date

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 April 3, 2009.

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

Respectfully submitted,

ANR PIPELINE COMPANY

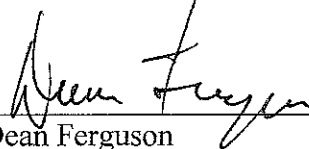
  
\_\_\_\_\_  
Dean Ferguson  
Vice President, Marketing and  
Business Development  
(832) 320-5503

## 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 3rd day of April, 2009.

ANR PIPELINE COMPANY

A handwritten signature in black ink, 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

Contract No: 30800  
Amendment No: 27

AMENDMENT

Date: April 02, 2009

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN PUBLIC SERVICE CORP.

FSS Contract No. 30800 dated October 15, 1993 ("Agreement") between Transporter and Shipper is amended effective April 03, 2009 as follows:

Shipper's contract quantities (MDQ, MSQ, BMDIQ, BMDWQ, as appropriate) have been revised to reflect Transporter's Use % (fuel matrix) revisions pursuant to Transporter's Annual Redetermination Filing effective April 3, 2009.

Delete Section 8. A through 8.A.3 and Replace with:

8.A For the period from April 3, 2009 through March 31, 2010, the rates for the total volume of the Annual Ratcheted portion of this Agreement shall be as follows:

For an MDWQ of 52170 dth -	Deliverability Charge:	\$1.8397 per month
For an MSQ of 2608500 dth -	Capacity Charge:	\$0.3200 per month

For the period from April 1, 2009 through March 31, 2010, the rates for the total volume of the Seasonal Ratcheted portion of this Agreement shall be as follows:

For an MDWQ of 107667 dth -	Deliverability Charge:	\$1.6320 per month
For an MSQ of 5383350 dth -	Capacity Charge:	\$0.3200 per month

8.A.1 In addition to the charges outlined in Paragraph 8.A above, Shipper will also be charged a Commodity Rate for injection and withdrawals equal to \$0.0126. The Deliverability Charge, Capacity Charge and Commodity Charge shall be herein referred to as "Effective Rates."

8.A.2 The Overrun Rate for all quantities of gas associated with this Agreement will be as stated in Transporter's FERC Gas Tariff Section 3.5 of Rate Schedule FSS. For purposes of determining the Overrun Rate, the Deliverability Reservation Rate and the Capacity Reservation Rate will be as stated for Seasonal/Ratcheted service.

Contract No: 30800  
Amendment No: 27

8.A.3 The quantities associated with any release will be charged the average rate for the Deliverability Charge and Capacity Charge of Annual Ratcheted and Seasonal Ratcheted Services for the applicable period as follows:

For the period April 1, 2009 through March 31, 2010:  
Average Deliverability Rate = \$1,6998  
Average Capacity Rate = \$0.3200

The average rates stated above shall be adjusted as a result of any MDQ or MSQ increase or decrease as provided for in this Agreement.

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

WISCONSIN PUBLIC SERVICE CORP.  
"Shipper"

By: *Paul Zick*  
Title: Vice President, Gas Supply  
Date: 04/02/2009

ANR PIPELINE COMPANY  
"Transporter"

By: *Joseph E. Pollard*  
Title: Director, Transportation Services *42-09*  
Date: 4/2/09 *CA 4/2/09*

CA
GS <i>MA</i>
CR
LG <i>MA</i>

*KG*

**CONTRACT QUANTITY EXHIBIT**  
 To Agreement Between  
 ANR PIPELINE COMPANY (Transporter)  
 AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)

Contract No: 30800  
 Rate Schedule: FSS  
 Contract Date: October 15, 1993  
 Amendment Date: April 02, 2009

Effective Start: November 01, 2009  
 Effective End: March 31, 2010

Annual Service  
 Ratcheted Service

Maximum Storage Quantity (MSQ)  
 Base Maximum Daily Withdrawal Quantity (BMDWQ)  
 Base Maximum Daily Injection Quantity (BMDIQ)  
 Cyclability

MDQ  
 (Dth)  
 7991850  
 159837  
 14906  
 9087420

Ratchet Thresholds		Ratchet	Ratchet
From	To	Levels	MDWQ/MDIQ
1598371	- 7991850	W1	MDWQ_1 159837
1198779	- 1598370	W2	MDWQ_2 143853
799186	- 1198778	W3	MDWQ_3 127870
399594	- 799185	W4	MDWQ_4 111886
0	- 399593	W5	MDWQ_5 95902
0	- 7731000	I1	MDIQ_1 14906
7731001	- 7991850	I2	MDIQ_2 11925

W=Withdrawal ;I=Injection

**CONTRACT QUANTITY EXHIBIT**  
**To Agreement Between**  
**ANR PIPELINE COMPANY (Transporter)**  
**AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)**

Contract No: 30800  
 Rate Schedule: FSS  
 Contract Date: October 15, 1993  
 Amendment Date: April 02, 2009

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.  
 Effective Start: April 03, 2009  
 Effective End: October 31, 2009

Annual Service  
 Ratcheted Service

Maximum Storage Quantity (MSQ)	MDQ (Dth) 7991850
Base Maximum Daily Withdrawal Quantity (BMDWQ)	52170
Base Maximum Daily Injection Quantity (BMDIQ)	45668
Cyclability	9087420

Ratchet Thresholds		Ratchet	Ratchet
From	To	Level	MDWQ/MDIQ
521701	- 7991850	W1 MDWQ_1	52170
391276	- 521700	W2 MDWQ_2	46953
260851	- 391275	W3 MDWQ_3	41736
130426	- 260850	W4 MDWQ_4	36519
0	- 130425	W5 MDWQ_5	31302
0	- 7192665	I1 MDIQ_1	45668
7192666	- 7991850	I2 MDIQ_2	36534

W=Withdrawal ;I=Injection

**CONTRACT QUANTITY EXHIBIT**  
 To Agreement Between  
 ANR PIPELINE COMPANY (Transporter)  
 AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)

Contract No: 30800  
 Rate Schedule: FSS  
 Contract Date: October 15, 1993  
 Amendment Date: April 02, 2009

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.  
 Effective Start: April 01, 2009  
 Effective End: April 02, 2009

Annual Service  
 Ratcheted Service

Maximum Storage Quantity (MSQ)	MDQ (Dth)
Base Maximum Daily Withdrawal Quantity (BMDWQ)	7987850
Base Maximum Daily Injection Quantity (BMDIQ)	52144
Cyclability	45645
	9082874

Ratchet Thresholds		Ratchet Levels		Ratchet
From	To			MDWQ/MDIQ
1597571	- 7987850	W1	MDWQ_1	52144
1198179	- 1597570	W2	MDWQ_2	46930
798786	- 1198178	W3	MDWQ_3	41715
399394	- 798785	W4	MDWQ_4	36501
0	- 399393	W5	MDWQ_5	31286
0	- 7189065	I1	MDIQ_1	45645
7189066	- 7987850	I2	MDIQ_2	36516

W=Withdrawal ; I=Injection

AMENDMENT

Date: April 2, 2009, 2008

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN PUBLIC SERVICE CORP.

FSS Contract No. 30800 dated October 15, 1993 ("Agreement") between Transporter and Shipper is amended effective April 03, 2009 as follows:

Shipper's contract quantities (MDQ, MSQ, BMDIQ, BMDWQ, as appropriate) have been revised to reflect Transporter's Use % (fuel matrix) revisions pursuant to Transporter's Annual Redetermination Filing effective April 3, 2009.

Delete Section 8. A through 8.A.3 and Replace with:

8.A For the period from April 1, 2009 through March 31, 2010, the rates for the total volume of the Annual Ratcheted portion of this Agreement shall be as follows:

For an MDWQ of <del>52144</del> - <u>52170</u> dth -	Deliverability Charge:	\$1.8397 per month
For an MSQ of <del>2607200</del> - <u>2608500</u> dth -	Capacity Charge:	\$0.3200 per month

For the period from April 1, 2009 through March 31, 2010, the rates for the total volume of the Seasonal Ratcheted portion of this Agreement shall be as follows:

For an MDWQ of <del>107643</del> - <u>107667</u> dth -	Deliverability Charge:	\$1.6320 per month
For an MSQ of <del>5380650</del> - <u>5383350</u> dth -	Capacity Charge:	\$0.3200 per month

8.A.1 In addition to the charges outlined in Paragraph 8.A above, Shipper will also be charged a Commodity Rate for injection and withdrawals equal to \$0.0126. The Deliverability Charge, Capacity Charge and Commodity Charge shall be herein referred to as "Effective Rates."

8.A.2 The Overrun Rate for all quantities of gas associated with this Agreement will be as stated in Transporter's FERC Gas Tariff, Section 3.5 of Rate Schedule FSS. For purposes of determining the Overrun Rate, the Deliverability Reservation Rate and the Capacity Reservation Rate will be as stated for Seasonal/Ratcheted service.

Contract No: 30800  
Amendment No: 27

8.A.3 The quantities associated with any release will be charged the average rate for the Deliverability Charge and Capacity Charge of Annual Ratcheted and Seasonal Ratcheted Services for the applicable period as follows:

For the period April 1, 2009 through March 31, 2010:  
Average Deliverability Rate = \$1.6998  
Average Capacity Rate = \$0.3200

The average rates stated above shall be adjusted as a result of any MDQ or MSQ increase or decrease as provided for in this Agreement.

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

**WISCONSIN PUBLIC SERVICE CORP.**  
"Shipper"

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

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

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

**ANR PIPELINE COMPANY**  
"Transporter"

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

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

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

**CONTRACT QUANTITY EXHIBIT**  
**To Agreement Between**  
**ANR PIPELINE COMPANY (Transporter)**  
**AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)**

Contract No: 30800  
Rate Schedule: FSS  
Contract Date: October 15, 1993  
Amendment Date: April 02, 2009

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.  
Effective Start: April 03, 2009  
Effective End: October 31, 2009

Annual Service  
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	<u>79878507991850</u>
Base Maximum Daily Withdrawal Quantity (BMDWQ)	<u>5214452170</u>
Base Maximum Daily Injection Quantity (BMDIQ)	<u>4564545668</u>
Cyclability	<u>90828749087420</u>

Ratchet Thresholds		Ratchet	Ratchet	
From	To	Levels	MDWQ/MDIQ	
<u>521441521701</u>	<u>-79878507991850</u>	W1	MDWQ_1	<u>5214452170</u>
<u>391081391276</u>	<u>-521440521700</u>	W2	MDWQ_2	<u>4693046953</u>
<u>260721260851</u>	<u>-391080391275</u>	W3	MDWQ_3	<u>4171541736</u>
<u>130361130426</u>	<u>-260720260850</u>	W4	MDWQ_4	<u>3650136519</u>
0	<u>-130360130425</u>	W5	MDWQ_5	<u>3128631302</u>
0	<u>-71890657192665</u>	I1	MDIQ_1	<u>4564545668</u>
<u>71890667192666</u>	<u>-79878507991850</u>	I2	MDIQ_2	<u>3651636534</u>

W=Withdrawal; I=Injection

**CONTRACT QUANTITY EXHIBIT**  
**To Agreement Between**  
**ANR PIPELINE COMPANY (Transporter)**  
**AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)**

Contract No: 30800  
 Rate Schedule: FSS  
 Contract Date: October 15, 1993  
 Amendment Date: April 02, 2009

Effective Start: November 01, 2009  
 Effective End: March 31, 2010

Annual Service  
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	<u>79878507991850</u>
Base Maximum Daily Withdrawal Quantity (BMDWQ)	<u>159757159837</u>
Base Maximum Daily Injection Quantity (BMDIQ)	<u>1489814906</u>
Cyclability	<u>90828749087420</u>

Ratchet Thresholds		Ratchet	Ratchet	
From	To	Levels	MDWQ/MDIQ	
<u>15975711598371</u>	<u>-79878507991850</u>	W1	MDWQ_1	<u>159757159837</u>
<u>11981791198779</u>	<u>-15975701598370</u>	W2	MDWQ_2	<u>143781143853</u>
<u>798786799186</u>	<u>-11981781198778</u>	W3	MDWQ_3	<u>127806127870</u>
<u>399394399594</u>	<u>-798785799185</u>	W4	MDWQ_4	<u>111830111886</u>
0	<u>-399393399593</u>	W5	MDWQ_5	<u>9585495902</u>
0	<u>-77271307731000</u>	I1	MDIQ_1	<u>1489814906</u>
<u>77271317731001</u>	<u>-79878507991850</u>	I2	MDIQ_2	<u>1191811925</u>

W=Withdrawal; I=Injection