

May 10, 2005

Ms. Magalie R. Salas, 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. Salas:

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 the following FTS-3 service agreement between ANR and Wisconsin Power & Light Company. (“WPL”). The filed agreement constitutes a negotiated rate arrangement between ANR and WPL (“WPL Agreement”). ANR requests that the Commission approve the WPL Agreement to be effective on June 1, 2005.¹

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, authorizing ANR to charge negotiated rates for its transportation and storage services. 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, 1996.² 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).

ANR is filing the WPL Agreement as a negotiated rate agreement because the agreement contains fixed rates.³ As part of the negotiated rate, WPL has elected for certain primary route receipt and delivery points and secondary route receipt and delivery points at a fixed Capacity reservation charge of \$.0699, plus a fixed Deliverability reservation charge of \$2.1250/Dth, plus a fixed Commodity rate of \$.0075 for the primary term of the WPL Agreement. The WPL

¹ ANR requests approval from the Commission to make the WPL Agreement effective June 1, 2005, because that date is the effective date of the WPL Agreement.

² 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”).

³ See Section 8A of the WPL Agreement.

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Agreement also contains a pressure commitment in accordance with Section 11.3 of the GT&C of ANR's Tariff.⁴ Consistent with its tariff and Commission policy, ANR is willing to enter into such agreements with other similarly situated shippers.

ANR has elected to implement the negotiated rate agreement by filing the agreement in accordance with Section 30 of the General Terms and Conditions of its Tariff. The agreement provides all 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 and an affirmation that the WPL Agreement does not deviate in any material aspect from the Form of Service Agreement in its Tariff. ANR is attaching the negotiated rate agreement in redlined form in compliance with Natural Gas Pipeline Negotiated Rate Policies and Practices, 104 FERC ¶ 61,134 (2003).

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;
- (2) A paper copy of the subject negotiated rate service agreement;
- (3) A form of notice suitable for publication in the Federal Register in accordance with 18 C.F.R. §154.209;
- (4) An electronic version of the Federal Register Notice on a 3½-inch diskette; and
- (5) A redlined 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 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.

⁴ See Section 8D of WPL Agreement.

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Service and Correspondence

The undersigned certifies that a copy of this filing has been mailed to each of ANR's customers and affected state regulatory commissions in accordance with Section 154.208 of the Commission's regulations. In addition, a copy of this filing is available for public inspection during regular business hours in ANR's office at 1001 Louisiana Street, Houston, Texas 77002.

The names, titles and mailing address of the persons to whom correspondence and communications concerning this filing should be directed are as follows:

Marguerite N. Woung-Chapman,
General Counsel
*Jacques A. Hodges, Attorney
ANR Pipeline Company
1001 Louisiana Street
Houston, TX 77002
(713) 420-5680
(713) 420-1601 (fax)

Byron Wright, Vice-President
*H. Milton Palmer, Jr.,
Director, Rates and Regulatory Affairs
ANR Pipeline Company
1001 Louisiana Street,
Houston, TX 77002
(713) 420-3297
(713) 420-1605 (fax)

*Howard L. Nelson
Senior Counsel
El Paso Corporation
555 11th Street, N.W., Suite 750
Washington, D.C. 20004
(202) 637-3543
(202) 637-3501 (fax)

*Michael D. Moore
Director, Federal Agency Affairs
El Paso Corporation
555 11th Street, N.W., Suite 750
Washington, D.C. 20004
(202) 637-3537
(202) 637-3501 (fax)

*(Persons designated for service in accordance with Rule 203 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 395.203.) ANR requests that the Commission waive Rule 203(b)(3) to allow four persons to be designated to receive service.

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 WPL Agreement to be effective June 1, 2005.

Any questions regarding this filing may be directed to the undersigned at (713) 420-5680.

Respectfully submitted,
ANR PIPELINE COMPANY

/s/ Jacques A. Hodges
Jacques A. Hodges
Its Attorney

Date: September 23, 2004

Contract No.: 110855

FTS - 3 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 FERC Gas 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: Firm Transportation Service (FTS - 3)**

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.

4. **TERM OF AGREEMENT:**

This Agreement shall be effective as of June 1, 2005; provided, however, Transporter shall be under no obligation to receive or to deliver any quantities of natural gas hereunder prior to the "Commencement Date." The "Commencement Date" shall be the later of June 1, 2005, or the in-service date of the interconnect facilities necessary to provide the services hereunder. In no event shall the Commencement Date be prior to June 1, 2005, unless mutually agreed to in writing by Transporter and Shipper. Following the initial summer period beginning on the Commencement Date and ending September 30, 2005, this Agreement shall continue in full force and effect during the subsequent

Date: September 23, 2004

Contract No.: 110855

summer periods (June 1 through September 30) until September 30, 2008, as listed below:

June 01, 2006 to September 30, 2006
June 01, 2007 to September 30, 2007
June 01, 2008 to September 30, 2008.

In the event the interconnecting facilities necessary to perform the services of this Agreement are not ready for service by June 1, 2006, then Transporter and Shipper agree that this Agreement shall expire.

5. RATES:

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter has advised Shipper in writing or by GEMS_{tm} that it has agreed otherwise.

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 FERC Gas 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 changes in 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 FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof.

Date: September 23, 2004

Contract No.: 110855

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_{tm}. Shipper and Transporter may change the addresses below by written notice to the other without the necessity of amending this Agreement:

TRANSPORTER:

ANR PIPELINE COMPANY
1001 LOUISIANA STREET
HOUSTON, TX 77002
Attention: TRANSPORTATION SERVICES

SHIPPER:

WISCONSIN POWER & LIGHT CO.
4902 N. BILTMORE LANE
P.O. Box 77007
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 53718
Attention: NANCY CALDWELL

Telephone: 608-458-5780
Fax: 608-458-3130

Date: September 23, 2004

Contract No.: 110855

8. **FURTHER AGREEMENT:**

- A. In lieu of the recourse rate otherwise available, Shipper has elected the following negotiated rate: 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 Capacity reservation charge of \$.0699, plus a fixed Deliverability reservation charge of \$2.1250/dth, plus a fixed Commodity rate of \$.0075, for the primary term of the contract (equivalent on a daily basis to a 100% Load Factor Rate of \$0.1819 per dth). This rate shall be inclusive of, Transition Costs, and 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. Shipper shall not be charged for GRI surcharges, unless and to the extent that Transporter is required to collect and/or remit such charges to GRI.

Secondary Receipt(s): All points within the Joliet Hub, ANR Pipeline Storage Facilities (153808) and All points within the State of Wisconsin.

Secondary Delivery(ies): All points within the Joliet Hub, ANR Pipeline Storage Facilities (153808) and All points within the State of Wisconsin.

Transporter and Shipper agree that if this negotiated rate agreement is not approved by the Federal Energy Regulatory Commission, then the mutually agreed upon rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed above shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-3 service.

- B. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-3 service. In addition, Shipper shall be charged ACA, Transporter's Use, Transition Costs and any other fees or surcharges under Transporter's FERC Gas Tariff.
- C. Shipper has not elected the enhanced service options under Rate Schedule FTS-3 and, therefore, the rates hereunder do not reflect such options.
- D. Pursuant to Section 11.3 of the General Terms and Conditions of ANR's FERC Gas Tariff, Transporter and Shipper agree to the following minimum delivery pressure:
- (i) During the term of this Agreement, Transporter shall provide service under this Service Agreement to Shipper at the Sheboygan Falls meter station, with a

Date: September 23, 2004

Contract No.: 110855

minimum pressure equal to or greater than 525 PSIG, provided that the following conditions are maintained and satisfied:

- (a) The sum of Shipper's Maximum Hourly Quantity delivered at the Alliant Energy Generation Meter Station has not exceeded 3,300 Dth/h;
 - (b) The sum of Shipper's Maximum Daily Quantity delivered at the Sheboygan Falls meter station has not exceeded 52,800 Dth/d;
 - (c) Shipper has informed Transporter's Gas Control at least 24 hours prior to its use of the Sheboygan Falls Generating Station ("SFGS"). In addition, Shipper shall provide Transporter's Gas Control with a good faith estimate of its hourly profile of "burn rates" for the SFGS at least 12 hours prior to the scheduled start up; and,
 - (d) No Force Majeure event has occurred that would interfere with ANR's ability to maintain such delivery pressure.
- (ii) Pursuant to Section 11.3 of the GT&C of ANR's FERC Gas Tariff, the conditional pressure commitment of 525 PSIG as set forth in this Paragraph 8.D is a component of Shipper's primary firm service. Accordingly, ANR shall maintain the minimum pressure as a primary firm component when scheduling service pursuant to the priorities of Section 10 of the GT&C of ANR's Tariff to the extent such scheduled volumes would otherwise exceed the conditions set forth in subparagraph D(i)(a) and (b), above.
- (iii) To the extent that Shipper fails to meet the conditions set forth in this Paragraph 8.D on any Service Day, Transporter shall not be required to meet the minimum pressure required for the remainder of such Service Day.

Date: September 23, 2004

Contract No.: 110855

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.

By: Bill Zorr

Title: Bill Zorr-Managing Director

Date: Energy Trading, Fuel Procurement & Risk Management 10/14/04

Quit

TRANSPORTER: ANR PIPELINE COMPANY

By: Joseph E. Pollard

Title: Agent and Attorney-in-Fact

Date: 10/27/04

AS
10/27

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

Contract No: 110855
Rate Schedule: FTS-3
Contract Date: September 23, 2004
Amendment Date:

Receipt Location	Delivery Location	Annual MDQ/MHQ (DTH)	Winter MDQ/MHQ (DTH)	Summer MDQ/MHQ (DTH)
277072	439345	0	0	52800
ALLIANCE/ANR INT FROM: June 01, 2008	SHEBOYGAN FALLS TO: September 30, 2008	0	0	3300
277072	439345	0	0	0
ALLIANCE/ANR INT FROM: October 01, 2007	SHEBOYGAN FALLS TO: May 31, 2008	0	0	0
277072	439345	0	0	52800
ALLIANCE/ANR INT FROM: June 01, 2007	SHEBOYGAN FALLS TO: September 30, 2007	0	0	3300
277072	439345	0	0	0
ALLIANCE/ANR INT FROM: October 01, 2006	SHEBOYGAN FALLS TO: May 31, 2007	0	0	0
277072	439345	0	0	52800
ALLIANCE/ANR INT FROM: June 01, 2006	SHEBOYGAN FALLS TO: September 30, 2006	0	0	3300
277072	439345	0	0	0
ALLIANCE/ANR INT FROM: October 01, 2005	SHEBOYGAN FALLS TO: May 31, 2006	0	0	0
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Transporter and Shipper agree that if this negotiated rate agreement is not approved by the Federal Energy Regulatory Commission, then the mutually agreed upon rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed above shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-3 service.

- B. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-3 service. In addition, Shipper shall be charged ACA, Transporter's Use, Transition Costs and any other fees or surcharges under Transporter's FERC Gas Tariff.
- C. Shipper has not elected the enhanced service options under Rate Schedule FTS-3 and, therefore, the rates hereunder do not reflect such options.
- D. Pursuant to Section 11.3 of the General Terms and Conditions of ANR's FERC Gas Tariff, Transporter and Shipper agree to the following minimum delivery pressure:
- (i) During the term of this Agreement, Transporter shall provide service under this Service Agreement to Shipper at the Sheboygan Falls meter station, with a minimum pressure equal to or greater than 525 PSIG, provided that the following conditions are maintained and satisfied:

Date: September 23, 2004

Contract No.: 110855

- (a) The sum of Shipper's Maximum Hourly Quantity delivered at the Alliant Energy Generation Meter Station has not exceeded 3,300 Dth/h;
 - (b) The sum of Shipper's Maximum Daily Quantity delivered at the Sheboygan Falls meter station has not exceeded 52,800 Dth/d;
 - (c) Shipper has informed Transporter's Gas Control at least 24 hours prior to its use of the Sheboygan Falls Generating Station ("SFGS"). In addition, Shipper shall provide Transporter's Gas Control with a good faith estimate of its hourly profile of "burn rates" for the SFGS at least 12 hours prior to the scheduled start up; and,
 - (d) No Force Majeure event has occurred that would interfere with ANR's ability to maintain such delivery pressure.
- (ii) Pursuant to Section 11.3 of the GT&C of ANR's FERC Gas Tariff, the conditional pressure commitment of 525 PSIG as set forth in this Paragraph 8.D is a component of Shipper's primary firm service. Accordingly, ANR shall maintain the minimum pressure as a primary firm component when scheduling service pursuant to the priorities of Section 10 of the GT&C of ANR's Tariff to the extent such scheduled volumes would otherwise exceed the conditions set forth in subparagraph D(i)(a) and (b), above.
- (iii) To the extent that Shipper fails to meet the conditions set forth in this Paragraph 8.D on any Service Day, Transporter shall not be required to meet the minimum pressure required for the remainder of such Service Day.

Date: September 23, 2004

Contract No.: 110855

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.

By: _____

Title: _____

Date: _____

TRANSPORTER: ANR PIPELINE COMPANY

By: _____

Title: Agent and Attorney-in-Fact

Date: _____

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

Contract No: 110855
Rate Schedule: FTS-3
Contract Date: September 23, 2004
Amendment Date:

Receipt Location Name	Delivery Summer Location Name	Annual Winter		
		MDQ/ MHQ (DTH)	MDQ/ MHQ (DTH)	MDQ/ MHQ (DTH)
277072	439345	0	0	52800
		0	0	3300
ALLIANCE/ANR INT FROM: June 01, 2008	SHEBOYGAN FALLS TO: September 30, 2008			
277072	439345	0	0	0
		0	0	0
ALLIANCE/ANR INT FROM: October 01, 2007	SHEBOYGAN FALLS TO: May 31, 2008			
277072	439345	0	0	52800
		0	0	3300
ALLIANCE/ANR INT FROM: June 01, 2007	SHEBOYGAN FALLS TO: September 30, 2007			
277072	439345	0	0	0
		0	0	0
ALLIANCE/ANR INT FROM: October 01, 2006	SHEBOYGAN FALLS TO: May 31, 2007			
277072	439345	0	0	52800
		0	0	3300
ALLIANCE/ANR INT FROM: June 01, 2006	SHEBOYGAN FALLS TO: September 30, 2006			
277072	439345	0	0	0
		0	0	0
ALLIANCE/ANR INT FROM: October 01, 2005	SHEBOYGAN FALLS TO: May 31, 2006			
277072	439345	0	0	52800
		0	0	3300
ALLIANCE/ANR INT FROM: June 01, 2005	SHEBOYGAN FALLS TO: September 30, 2005			

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

ANR Pipeline Company

Docket No. RP99-301-_____

NOTICE OF NEGOTIATED RATE FILING

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Take notice that on May 10, 2005, ANR Pipeline Company (“ANR”) tendered for filing and approval a negotiated rate service agreement between ANR and Wisconsin Power and Light Company.

ANR requests that the Commission accept and approve the subject negotiated rate agreement to be effective June 1, 2005.

Any person desiring to intervene or to protest this filing must file in accordance with Rules 211 and 214 of the Commission’s Rules of Practice and Procedure (18 CFR 385.211 and 385.214). Protests will be considered by the Commission in determining the appropriate action to be taken, but will not serve to make protestants parties to the proceeding. Any person wishing to become a party must file a notice of intervention or motion to intervene, as appropriate. Such notices, motions, or protests must be filed in accordance with the provisions of Section 154.210 of the Commission’s regulations (18 CFR 154.210). Anyone filing an intervention or protest must serve a copy of that document on the Applicant. Anyone filing an intervention or protest on or before the intervention or protest date need not serve motions to intervene or protests on persons other than the Applicant.

The Commission encourages electronic submission of protests and interventions in lieu of paper using the “eFiling” link at <http://www.ferc.gov>. Persons unable to file electronically should submit an original and 14 copies of the protest or intervention to the Federal Energy Regulatory Commission, 888 First Street, N.E., Washington, D.C. 20426.

This filing is accessible on-line at <http://www.ferc.gov>, using the “eLibrary” link and is available for review in the Commission’s Public Reference Room in Washington, D.C. There is an “eSubscription” link on the web site that enables subscribers to receive email notification when a document is added to a subscribed docket(s). For assistance with any FERC Online service, please email FERCOnlineSupport@ferc.gov, or call (866) 208-3676 (toll free). For TTY, call (202) 502-8659.

Magalie R. Salas
Secretary