



March 31, 2017

Ms. Kimberly D. Bose, Secretary  
Federal Energy Regulatory Commission  
888 First Street, N.E.  
Washington, D.C. 20426

**ANR Pipeline Company**  
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Re: ANR Pipeline Company  
Negotiated Rate Amendments  
Docket No. RP17- -

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act (“NGA”) and Part 154 of the Federal Energy Regulatory Commission’s (“FERC” or “Commission”) regulations,<sup>1</sup> ANR Pipeline Company (“ANR”) respectfully submits for filing and acceptance revised section “Part 1 – Table of Contents” to be part of its FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”), and four (4) tariff records to be housed in its FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”), that include two (2) amended Rate Schedule FSS (“FSS”) negotiated rate service agreements that ANR has entered into with Wisconsin Electric Power Company (“WEPCO”), one (1) amended FSS negotiated rate service agreement with Wisconsin Gas, LLC (“WG”) (collectively “Amendments”) and one (1) Rate Schedule ETS (“ETS”) negotiated rate service agreement that ANR has entered into with Indiana Gas Company, Inc. (“Indiana Gas”) (“Agreement”). ANR respectfully requests that the Commission accept the Amendments and the Agreement, included herein as Appendix A,<sup>2</sup> to become effective April 1, 2017.

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<sup>1</sup> 18 C.F.R. Part 154 (2017).

<sup>2</sup> *Electronic Tariff Filings*, 124 FERC ¶ 61,270 (2008) (“Order No. 714”). Order No. 714 at P 42. Order No. 714 states that “Negotiated rate agreements... need not be divided, but can be filed as entire documents.” ANR has elected to file the Amendments and the Agreement included herein as a whole document, in PDF format.

## **Correspondence**

The names, titles, mailing addresses, and telephone numbers of those persons to whom correspondence and communications concerning this filing should be addressed are as follows:

John A. Roscher Director, Rates & Regulatory	* David R. Hammel Senior Legal Counsel ANR Pipeline Company 700 Louisiana Street, Suite 700 Houston, Texas 77002-2700 Tel. (832) 320-5861 E-mail: dave_hammel@transcanada.com
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\* Persons designated for official service pursuant to Rule 2010.

## **Statement of the Nature, Reasons and Basis for Filing**

On May 28, 1999, in Docket No. RP99-301-000,<sup>3</sup> the Commission approved, subject to conditions, proposed Section 6.27 of the General Terms and Conditions of ANR's Tariff, which authorized ANR to enter into negotiated rate agreements with its customers.

In accordance with Tariff Section 6.27, paragraph 2, ANR is submitting for filing the referenced Agreement and the Amendments. ANR advises that no undisclosed agreements, etc., are linked to the Agreement and Amendments.<sup>4</sup> Furthermore, the Agreement and one (1) of the three (3) Amendments included in the instant filing do not contain any provision that is either non-conforming or a material deviation from the applicable Form of Service Agreement in ANR's Tariff. However, amended WEPCO Contract No. 109227 and WG Contract No. 107880, included herein, were previously filed and accepted as negotiated rate agreements containing non-conforming provisions.<sup>5</sup>

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<sup>3</sup> *ANR Pipeline Company*, 87 FERC ¶ 61,241 (1999).

<sup>4</sup> ANR has elected to report the Agreement and Amendments by filing them in accordance with Section 6.27 of the General Terms and Conditions of its Tariff. The Agreement and Amendments provide all of the information required by Section 6.27 of ANR's Tariff, including: (1) the exact legal name of the Shipper; (2) the negotiated rate; (2) the applicable rate schedule; (4) the receipt and delivery points; and (5) the contract quantities.

<sup>5</sup> WEPCO Contract No. 109227 was originally filed in Docket No. RP12-451-000. See *ANR Pipeline Company*, Docket No. RP12-451-000 (March 27, 2012) (unpublished Director's Letter Order). WG Contract No. 107880 was originally filed in Docket No. RP99-301-054. See *ANR Pipeline Company*, Docket No. RP99-301-054 (September 5, 2002) (unpublished Director's Letter Order). The non-conforming provisions contained in these contracts remain unchanged from that previously accepted by the Commission.

## Amendments

ANR is filing the Amendments to reflect revisions to two (2) negotiated rate agreements between ANR and WEPCO, and one (1) negotiated rate agreement between ANR and WG, as more fully described below:

- Contract No. 117594 – ANR has agreed to allow WEPCO to increase the contract Maximum Storage Quantity (“MSQ”) to 504,200 dekatherms and the Maximum Daily Withdrawal Quantity (“MDWQ”) to 10,084 dekatherms per day, effective April 1, 2017, and has updated the Contract Quantity Exhibit to reflect this change. The MSQ and MDWQ increase is being transferred from WEPCO’s negotiated rate FSS Contract No. 113473. Contract No. 117594 is included in Appendix A as tariff record 8.1.<sup>6</sup>
- Contract No. 109227 – ANR has agreed to allow WEPCO to increase the contract MSQ to 2,206,300 dekatherms and the MDWQ to 30,224 dekatherms per day, effective April 1, 2017, and has updated the Contract Quantity Exhibit to reflect this change. The MSQ and MDWQ increase is being transferred from WEPCO’s negotiated rate FSS Contract No. 109225. Contract No. 109227 is included in Appendix A as tariff record 9.6.<sup>7</sup>
- Contract No. 107880 – ANR has agreed to allow WG to increase the contract MSQ to 3,221,300 dekatherms and the MDWQ to 64,426 dekatherms per day, effective April 1, 2017, and has updated the Contract Quantity Exhibit to reflect this change. The MSQ and MDWQ increase is being transferred from WG’s negotiated rate FSS Contract No. 118552. Contract No. 107880 is included in Appendix A as tariff record 9.2.<sup>8</sup>

## Agreement

ANR hereby submits the Agreement, as more fully described below:

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<sup>6</sup> ANR originally filed FSS Contract No. 117594 with the Commission as a service agreement containing negotiated rates in *ANR Pipeline Company*, Docket No. RP11-20-000 (October 25, 2010) (unpublished Director’s Letter Order).

<sup>7</sup> ANR originally filed FSS Contract No. 109227 with the Commission as described in Footnote 5, above.

<sup>8</sup> ANR originally filed FSS Contract No. 107880 with the Commission as described in Footnote 5, above.

- ANR is filing Indiana Gas Contract No. 126587 as a Rate Schedule ETS negotiated rate service agreement because the parties have agreed that the reservation rate for the Primary Route as listed in the Primary Route Exhibit shall be the maximum reservation rate allowable by FERC for service under ANR's Rate Schedule, as may change from time to time, plus an additional monthly charge of \$0.7604 per dekatherm. Contract No. 125587 is included in Appendix A as tariff record 8.68.

To conform with Order No. 714, ANR is submitting the Agreement and the Amendments<sup>9</sup> in their entirety as a tariff records 8.1, 8.68, 9.2, and 9.6, and requesting that the Commission accept these tariff records to become effective April 1, 2017.

### **Effective Date and Request for Waiver**

ANR respectfully requests that the Commission accept the Amendments to become effective April 1, 2017, and respectfully requests waiver of Section 154.207 of the Commission's regulations to allow for this effective date.<sup>10</sup>

### **Other Filings Which May Affect This Proceeding**

There are no other filings before the Commission that may significantly affect the changes proposed herein.

### **Contents of Filing**

In accordance with Section 154.7 of the Commission's regulations and Order No. 714, ANR is submitting the following XML filing package, which includes:

1. This transmittal letter;
2. The clean tariff section and tariff records (Appendix A);
3. The marked tariff section (Appendix B); and

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<sup>9</sup> Order No. 714 at P 13. Order No. 714 states that "...all new...agreements must be filed using the standards. Existing agreements need to be filed electronically only when they are revised."

<sup>10</sup> See *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 ¶ 61,176 at 61,241-242 (1996) (indicating that the Commission will "readily grant requests to waive the 30-day notice requirement").

4. The marked versions of the Amendments (Appendix C).

**Certificate of Service**

As required by Sections 154.7(b) and 154.208 of the Commission’s regulations, copies of this filing are being served on all of ANR’s existing customers and interested state regulatory agencies. A copy of this letter, together with the other attachments, is available during regular business hours for public inspection at ANR’s principal place of business.

Pursuant to Section 385.2005 and Section 385.2011(c) (5), the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best of his knowledge and belief. The undersigned possesses full power and authority to sign such filing.

Any questions regarding this filing may be directed to Joan Collins at (832) 320-5651.

Respectfully submitted,

ANR PIPELINE COMPANY

A handwritten signature in black ink that reads "John A. Roscher". The signature is written in a cursive style with a long horizontal flourish extending to the right.

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John A. Roscher  
Director, Rates & Regulatory

Enclosures

# Appendix A

## *ANR Pipeline Company*

### *FERC Gas Tariff, Third Revised Volume No. 1*

#### Clean Tariff

#### Tariff Sections

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#### Version

v.40.0.0

#### Tariff Records

##### **Section 8 - Negotiated Rate Agreements**

<u>Tariff Record</u>	<u>Shipper</u>	<u>Rate Schedule</u>	<u>Agreement</u>	<u>Version</u>
8.1	Wisconsin Electric Power Company	FSS	#117594	v.1.0.0
8.68	Indiana Gas Company	ETS	#126587	v.0.0.0

##### **Section 9 - Negotiated Rate Agreements with Non-conforming Provisions**

<u>Tariff Record</u>	<u>Shipper</u>	<u>Rate Schedule</u>	<u>Agreement</u>	<u>Version</u>
9.2	Wisconsin Gas, LLC	FSS	#107880	v.2.0.0
9.6	Wisconsin Electric Power Company	FSS	#109227	v.2.0.0

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Firm Storage Service Agreement  
Rate Schedule FSS

Wisconsin Electric Power Company  
(#117594)

Agreement Effective Date: October 1, 2010  
Amendment No. 7 Effective Date: April 1, 2017

Date: September 29, 2010

Contract No.: 117594

### FSS SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and WISCONSIN ELECTRIC POWER COMPANY (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)

Not Applicable.

2. **RATE SCHEDULE: Firm Storage Service**

3. **CONTRACT QUANTITIES:**

Contracts Quantities- 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 (a) make corresponding changes to the MSQ, Base MDWQ and Base MDIQ of Shipper's FSS Agreement; and (b) if elected below, any necessary changes to the MDQ of the injection route(s) of a firm transport agreement(s), associated with such FSS Agreement. Shipper authorizes Transporter to make such quantity changes without formal amendment by providing to Shipper a revised Exhibit for each contract affected.

\_\_\_\_\_ Shipper elects changes per subpart (a) only.

\_\_\_\_\_ Shipper elects changes per subpart (a) and (b).

Date: September 29, 2010

Contract No.: 117594

4. **TERM OF AGREEMENT:**

October 01, 2010 to

March 31, 2018

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 notice shall be confirmed in writing at the addresses below or through GEMS<sub>tm</sub>. Shipper or Transporter may change the addresses below by written notice to the other without the necessity of amending this agreement:



Date: September 29, 2010

Contract No.: 117594

**TRANSPORTER:**

ANR Pipeline Company  
717 Texas Street, Suite 2500  
Houston, Texas 77002-2761  
Attention: Commercial Services

**SHIPPER:**

WISCONSIN ELECTRIC POWER COMPANY  
333 W EVERETT STREET  
MILWAUKEE, WI 53203  
Attention: MARY ANN PRAGER

Telephone: 414-221-2307  
Fax: 414-221-2364

**INVOICES AND STATEMENTS:**

WISCONSIN ELECTRIC POWER COMPANY  
333 W EVERETT STREET  
MILWAUKEE, WI 53203  
Attention: MARY ANN PRAGER

Telephone: 414-221-2307  
Fax: 414-221-2364

**8. FURTHER AGREEMENT:**

- A. The rate for storage service shall be a Fixed Deliverability rate of \$3.00 per dth per month for MDWQ, and a Fixed Capacity rate of \$0.40 per dth per month of MSQ divided by twelve and the applicable Commodity rate for injection or withdrawal charges. In addition, Shipper shall be charged Transporter's Use (Fuel %), EPC (Electric Power Cost) any other applicable fees or surcharges in accordance with Transporter's FERC Gas Tariff.
- B. 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.

Date: September 29, 2010

Contract No.: 117594

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

**SHIPPER: WISCONSIN ELECTRIC POWER COMPANY**

By: 

Title: Director

Date: 9/30/2010

**TRANSPORTER: ANR PIPELINE COMPANY**

By: 

Title: Agent and Attorney-in-Fact

Date: 9/30/10

*AS 9-30-10  
009-30-10.*

Contract No: 117594  
Amendment No: 07

**AMENDMENT**

Date: March 06, 2017

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN ELECTRIC POWER COMPANY

FSS Contract No. 117594 dated September 29, 2010 ("Agreement") between Transporter and Shipper is amended effective April 01, 2017 as follows:

Shipper and Transporter have agreed to increase the MSQ to 504,200 Dth and the MDWQ to 10,084 Dth/day under this Agreement. An updated Primary Route Exhibit reflecting this change is attached.

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

**WISCONSIN ELECTRIC POWER COMPANY**

"Shipper"

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

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

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

**ANR PIPELINE COMPANY**

"Transporter"

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

Title: Director, Transportation Accounting and Contracts

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

**CONTRACT QUANTITY EXHIBIT**  
**To Agreement Between**  
**ANR PIPELINE COMPANY (Transporter)**  
**AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)**

Contract No: 117594  
Rate Schedule: FSS  
Contract Date: September 29, 2010  
Amendment Date: March 06, 2017

Effective Start: April 01, 2017  
Effective End: March 31, 2018

Annual Service  
Unratcheted Service

	MDQ
	(Dth)
Maximum Storage Quantity (MSQ)	504200
Base Maximum Daily Withdrawal Quantity (BMDWQ)	10084
Base Maximum Daily Injection Quantity (BMDIQ)	2521
Cyclability	715964

W=Withdrawal ;I=Injection

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

Enhanced Transportation Service Agreement  
Rate Schedule ETS

Indiana Gas Company, Inc.  
(#126587)

Agreement Effective Date: April 1, 2017

Date: September 02, 2015

Contract No.: 126587

### ETS SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and INDIANA GAS COMPANY, INC. (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:**

Pursuant to Part 284 of the Federal Energy Regulatory Commission's (FERC or Commission) Regulations.

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

3. **CONTRACT QUANTITIES:**

Primary Routes - 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:**

April 01, 2017 to

March 31, 2027

Right of First Refusal:

Regulatory (in accordance with Section 6.22 of the General Terms and Conditions of Transporter's Tariff); (or)

Date: September 02, 2015

Contract No.: 126587

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 provided herein.

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 changes in rates in whole or in part.

Shipper's reservation rate for the primary route as set forth in the Primary Route Exhibit under this contract shall be the maximum reservation rate allowable by FERC for service under ANR's ETS Rate Schedule, as may change from time to time, plus an additional monthly charge of \$0.7604/Dth.

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 notice shall be confirmed in writing at the addresses below or through Transporter's Internet website. Shipper or Transporter may change the addresses below by written notice to the other without the necessity of amending this agreement:

Date: September 02, 2015

Contract No.: 126587

**TRANSPORTER:**

ANR Pipeline Company  
700 Louisiana Street, Suite 700  
Houston, Texas 77002-2700  
Attention: Commercial Services

**SHIPPER:**

INDIANA GAS COMPANY, INC.  
ONE VECTREN SQUARE  
P.O. BOX 209  
EVANSVILLE, IN 477080209  
Attention: PERRY PERGOLA

Telephone: 812-491-4670  
FAX: 812-491-4138  
E-mail: pmpergola@Vectren.com

**INVOICES AND STATEMENTS:**

INDIANA GAS COMPANY, INC.  
ONE VECTREN SQUARE  
P.O. BOX 209  
EVANSVILLE, IN 477080209  
Attention: PERRY PERGOLA

Telephone: 812-491-4670  
FAX: 812-491-4138  
E-mail: pmpergola@Vectren.com

**8. FURTHER AGREEMENT:**

None.



Date: September 02, 2015

Contract No.: 126587

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

SHIPPER: INDIANA GAS COMPANY, INC.

By: 

Title: VP, REGULATORY AFFAIRS & GAS SUPPLY

Date: 9-18-15

*PMP 9/17/2015*

TRANSPORTER: ANR PIPELINE COMPANY

By: 

Title: Director, Commercial Services

Date: 9-22-15

*JFC 9/2/15  
LD 9/18/15  
cc 9/22/15*

**PRIMARY ROUTE EXHIBIT**  
**To Agreement Between**  
**ANR PIPELINE COMPANY (Transporter)**  
**AND INDIANA GAS COMPANY, INC. (Shipper)**

Contract No: 126587  
 Rate Schedule: ETS  
 Contract Date: September 02, 2015  
 Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
1394986 WESTRICK CDP FROM: April 01, 2017	139240 INDIANA GS-GRP 1 TO: March 31, 2027	30000	0	0

Firm Storage Service Agreement  
Rate Schedule FSS

Wisconsin Gas LLC  
(#107880)

Agreement Effective Date: April 1, 2003  
Amendment No. 17 Date: April 1, 2012  
Amendment No. 25 Effective Date: April 1, 2017

Date: June 26, 2002

Contract No.: 107880

## EXHIBIT B13 TO THE PRECEDENT AGREEMENT

### FSS SERVICE AGREEMENT

This AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and WISCONSIN GAS COMPANY (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)

Not Applicable

2. **RATE SCHEDULE: Firm Storage Service (FSS)**
3. **CONTRACT QUANTITIES:**

Contract Quantity- 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 FERC Gas 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 to make such quantity changes without formal amendment by providing to Shipper a revised Exhibit for each contract affected.

Date: June 26, 2002

Contract No.: 107880

4. **TERM OF AGREEMENT:**

April 01, 2003 to

March 31, 2010

5. **RATES:**

- A. 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<sub>tm</sub> that it has agreed otherwise.
- B. 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.
- C. Notwithstanding anything to the contrary in Sections 5.A and 5.B, for the quantities as listed in the attached Contract Quantity Exhibit during the primary term hereof, the monthly rate for storage service shall be a combined fixed Deliverability and Capacity rate of \$0.8220 per dth of MSQ divided by twelve. In addition, Shipper will be charged a fixed Commodity Rate of \$.0126 per dth for injection or withdrawal charges. These rates shall be inclusive of all surcharges except Governmental Authority Surcharges, as defined below. 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. Governmental Authority Surcharges are surcharges that are mandated by FERC or by another regulatory body to be recovered from Shipper, and similarly situated shippers, are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party. The ACA surcharge would constitute a Governmental Authority Surcharge that Transporter is entitled to collect. Because collection is not mandated by the FERC, the GRI

**Date: June 26, 2002**

**Contract No.: 107880**

surcharge would not constitute a Governmental Authority Surcharge. Such surcharge shall not be paid if it is associated with Transporter's costs of providing transportation, storage and no-notice services pursuant to all underlying service agreements. New surcharges that are specific to Transporter's system and/or that have any relationship to the costs of operating Transporter's pipeline system, storage facilities, etc. and/or that have any relationship to costs paid by Transporter for services on other pipeline systems are not Governmental Authority Surcharges. In the event Transporter is required to charge Shipper a rate higher than a rate set forth in this Section 5.C due to the imposition of a charge that is not a Governmental Authority Surcharge, and in the event Transporter and Shipper do not otherwise agree, the Monthly Deliverability and Capacity Rate set forth herein shall be reduced by the amount of the difference between the higher rate and the rate set forth in this Section 5.C.

**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.

**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<sup>tm</sup>. 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  
9 GREENWAY PLAZA  
HOUSTON, TX 77046-0995  
Attention: TRANSPORTATION SERVICES

Date: June 26, 2002

Contract No.: 107880

**SHIPPER:**

WISCONSIN GAS COMPANY  
333 WEST EVERETT STREET -A308  
MILWAUKEE, WI 53290  
Attention: RICHARD QUICK  
Telephone: 414-221-5345  
Fax: 414-221-5351

**INVOICES AND STATEMENTS:**

WISCONSIN GAS COMPANY  
333 WEST EVERETT STREET -A308  
MILWAUKEE, WI 53290  
Attention: BOB PLATTETER  
Telephone: 414-221-2895  
Fax: 414-221-5351

**NOMINATIONS:**

WISCONSIN GAS COMPANY  
333 WEST EVERETT STREET -A308  
MILWAUKEE, WI 53290  
Attention: JAMES VOSS  
Telephone: 414-221-5349  
Fax: 414-221-5352

**ALL OTHER MATTERS:**

WISCONSIN GAS COMPANY  
333 WEST EVERETT STREET -A308  
MILWAUKEE, WI 53290  
Attention: RICHARD QUICK  
Telephone: 414-221-5345  
Fax: 414-221-5351

**8. FURTHER AGREEMENT:**

- A. As to each of the expiring seasonal quantities set forth in the Contract Quantity Exhibit, Shipper shall be entitled to a contractual right of first refusal pursuant to Section 22 of ANR's FERC Gas Tariff, regardless of whether Shipper might

**Date: June 26, 2002**

**Contract No.: 107880**

otherwise be ineligible for such right under Section 22.2 or any other section of the General Terms and Conditions of Transporter's FERC Gas Tariff.

- B. If Transporter enhances or improves any of its services in effect as of the date of this Agreement, Shipper shall have the right but not the obligation to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.
- C. Transporter may, at its sole discretion, file this Agreement with FERC if such filing is required by applicable FERC regulations, in which event the Agreement shall be subject to FERC approval.
- D. Pursuant to Section 35 of Transporter's FERC Gas Tariff, Shipper elects Reduction Options under Section 35.1 (Loss of Load) and Section 35.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such options.



Date: June 26, 2002

Contract No.: 107880

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.

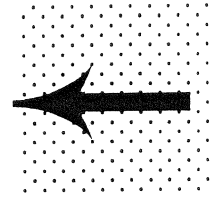
SHIPPER: WISCONSIN GAS COMPANY

By: CL Cole

Title: Sr. VP - Distribution Operations

Date: 10/01/02

APPROVED
<input type="checkbox"/> AGREEMENT ATTACHED
9.30.02
DAF
LAST DEPT.



HERE

TRANSPORTER: ANR PIPELINE COMPANY

By: Joseph Etolland

Title: Agent and Attorney-in-Fact *5md*

Date: 10/11/02

**AMENDMENT**

Date: July 19, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN GAS LLC

FSS Contract No. 107880 dated June 27, 2002 ("Agreement") between Transporter and Shipper is amended effective April 1, 2012 as follows:

- 1) Shipper and Transporter have agreed to replace Section 4. **TERM OF AGREEMENT** in its entirety with the following:

The term of this Agreement shall be extended from April 1, 2012 through March 31, 2013 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

- A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2020.
- B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31<sup>st</sup> immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31<sup>st</sup> immediately following termination of such Settlement Agreement.
- C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

- 2) Shipper and Transporter have agreed to replace Section 5. **RATES** in its entirety with the following:

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.

Contract No: 107880  
Amendment No: 17

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.

- 3) Shipper and Transporter have agreed to replace Section 7. **NOTICES** in its entirety with the following:

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

**TRANSPORTER:**

ANR Pipeline Company  
717 Texas Street, Suite 2500  
Houston, Texas 77002-2761  
Attention: Commercial Services

**SHIPPER:**

WISCONSIN GAS LLC  
333 W. Everett Street - A308  
Milwaukee, Wisconsin 53203  
Attention: RICHARD QUICK

Telephone: 414-221-5345  
Fax: 262-523-7908

**INVOICES AND STATEMENTS:**

WISCONSIN GAS LLC  
231 W. Michigan Street – PSB-P277  
Milwaukee, Wisconsin 53203  
Attention: GLORIA GRABARCZYK

Telephone: 414-221-2408  
Fax: 262-523-7910

Contract No: 107880  
Amendment No: 17

- 4) Shipper and Transporter have agreed to replace Section 8. **FURTHER AGREEMENT** in its entirety with the following:
- A. The rate for storage service shall be a Fixed Deliverability rate of \$2.4500 per dth per month for MDWQ, and a Fixed Capacity rate of \$0.4000 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged a Fixed Commodity rate of \$0.0126 for injection or withdrawal charges. These rates are inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly-situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged Transporter's Use (Fuel %) and EPC (Electric Power Cost).
  - B. Pursuant to Section 6.32 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Option[s] under Section 6.32.1 (Loss of Load) and Section 6.32.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such option.
  - C. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 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 6.22.2.
  - D. If Transporter enhances or improves any of its services in effect as of the date of this Agreement, Shipper shall have the right but not the obligation to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.

Contract No: 107880  
Amendment No: 17

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

WISCONSIN GAS LLC  
"Shipper"

By: Allen G. Guebert  
Title: Executive Vice President  
Date: Sep 16, 2011

ANR PIPELINE COMPANY  
"Transporter"

By: Joseph E. Pollard  
Title: Director, - Commercial Services  
Date: 9/12/11

AB 9-20-11  
ll 9-22-11

Legal  
9/12/11  
Date

AB  
9/12/11

Contract No: 107880  
Amendment No: 25

**AMENDMENT**

Date: March 16, 2017

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN GAS LLC

FSS Contract No. 107880 dated June 27, 2002 ("Agreement") between Transporter and Shipper is amended effective April 01, 2017 as follows:

Shipper and Transporter have agreed to increase the MSQ under this Agreement to 3,221,300 Dth and the MDWQ to 64,426 Dth/day .

An updated Primary Route Exhibit reflecting this change is attached.

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

.....  
**WISCONSIN GAS LLC**  
"Shipper"

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

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

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

**ANR PIPELINE COMPANY**  
"Transporter"

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

Title: Director, Transportation Accounting and Contracts

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

**CONTRACT QUANTITY EXHIBIT**  
**To Agreement Between**  
**ANR PIPELINE COMPANY (Transporter)**  
**AND WISCONSIN GAS LLC (Shipper)**

Contract No: 107880  
Rate Schedule: FSS  
Contract Date: June 27, 2002  
Amendment Date: March 16, 2017

Effective Start: April 01, 2017  
Effective End: March 31, 2020

Annual Service  
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	3221300
Base Maximum Daily Withdrawal Quantity (BMDWQ)	64426
Base Maximum Daily Injection Quantity (BMDIQ)	18408
Cyclability	4574246

Ratchet Thresholds			Ratchet Levels	Ratchet MDWQ/MDIQ
From	To			
644261	- 3221300	W1	MDWQ_1	64426
483196	- 644260	W2	MDWQ_2	57983
322131	- 483195	W3	MDWQ_3	51541
161066	- 322130	W4	MDWQ_4	45098
0	- 161065	W5	MDWQ_5	38656
0	- 2899170	I1	MDIQ_1	18408
2899171	- 3221300	I2	MDIQ_2	14726

W=Withdrawal ;I=Injection

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

Firm Storage Service Agreement  
Rate Schedule FSS

Wisconsin Electric Power Company  
(#109227)

Agreement Effective Date: June 16, 2003  
Amendment No. 13 Effective Date: April 1, 2012  
Amendment No. 20 Effective Date: April 1, 2017



Date: April 21, 2003

Contract No.: 109227

### FSS SERVICE AGREEMENT

This AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and WISCONSIN ELECTRIC POWER COMPANY (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)

Not Applicable.

2. **RATE SCHEDULE: Firm Storage Service**

3. **CONTRACT QUANTITIES:**

Contracts Quantity- 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 FERC Gas 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 to make such quantity changes without formal amendment by providing to Shipper a revised Exhibit for each contract affected.

**Date: April 21, 2003**

**Contract No.: 109227**

**4. TERM OF AGREEMENT:**

June 16, 2003 to

March 31, 2006

**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<sub>tm</sub> 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.

**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>tm</sub>. Shipper and Transporter may change the addresses below by written notice to the other without the necessity of amending this Agreement:

**Date: April 21, 2003**

**Contract No.: 109227**

**TRANSPORTER:**

ANR PIPELINE COMPANY  
9 GREENWAY PLAZA  
HOUSTON, TX 77046-0995  
Attention: TRANSPORTATION SERVICES

**SHIPPER:**

WISCONSIN ELECTRIC POWER COMPANY  
GAS SUPPLY & FINANCE  
333 W. EVERETT STREET - A308  
MILWAUKEE, WI 53290-0001  
Attention: RICHARD QUICK

Telephone: 414-221-5345  
Fax: 414-221-5351

**INVOICES AND STATEMENTS:**

WISCONSIN ELECTRIC POWER COMPANY  
GAS SUPPLY & FINANCE  
333 W. EVERETT STREET - A308  
MILWAUKEE, WI 53290-0001  
Attention: BOB PLATTETER

Telephone: 414-221-2895  
Fax: 414-221-5351

**NOMINATIONS:**

WISCONSIN ELECTRIC POWER COMPANY  
GAS SUPPLY & FINANCE  
333 W. EVERETT STREET - A308  
MILWAUKEE, WI 53290-0001  
Attention: JAMES VOSS

Telephone: 414-221-5349  
Fax: 414-221-5352

Date: April 21, 2003

Contract No.: 109227

**ALL OTHER MATTERS:**

WISCONSIN ELECTRIC POWER COMPANY  
GAS SUPPLY & FINANCE  
333 W. EVERETT STREET - A308  
MILWAUKEE, WI 53290-0001  
Attention: RICHARD QUICK

Telephone: 414-221-5345  
Fax: 414-221-5351

**8. FURTHER AGREEMENT:**

- A. The fixed rate for storage service June 16, 2003 to March 31, 2004 shall be a Deliverability rate of \$ 2.450 per dth per month for MDWQ, and a Capacity rate of \$ 0.4920 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged \$.0126/dth for injection or withdrawal charges. Shipper shall be charged any other applicable fees or surcharges in accordance with Transporter's FERC Gas Tariff.
- B. The fixed rate for storage service April 1, 2004 to March 31, 2006 shall be a Deliverability rate of \$ 2.450 per dth per month for MDWQ, and a Capacity rate of \$ 0.3120 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged \$.0126/dth for injection or withdrawal charges. Shipper shall be charged any other applicable fees or surcharges in accordance with Transporter's FERC Gas Tariff
- C. The rates in paragraphs A and B include the Reservation costs of service provided under Shipper's FTS-1 contract 109223.
- D. 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.
- E. If Transporter, in its sole discretion, determines that this agreement is required to be filed with the FERC for approval, the agreement shall be subject to FERC's approval.

Date: April 21, 2003

Contract No.: 109227

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 ELECTRIC POWER COMPANY**

By: *Peter Newman*  
 Title: Peter Newman  
General Manager-Gas Planning  
 Date: 6-12-2003

APPROVED  
 6/12/03  
 DPK  
 LAW DEPT.

**TRANSPORTER: ANR PIPELINE COMPANY**

By: *V.L. Smith*  
 Title: V.P. Commercial Operations  
Agent and Attorney in Fact  
 Date: 6/16/03

Contract No: 109227  
Amendment No: 13

### AMENDMENT

Date: July 19, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN ELECTRIC POWER COMPANY

FSS Contract No. 109227 dated April 21, 2003 (“Agreement”) between Transporter and Shipper is amended effective April 01, 2012 as follows:

- 1) Shipper and Transporter have agreed to replace Section 4. **TERM OF AGREEMENT** in its entirety with the following:

The term of this Agreement shall be extended from April 1, 2012 through March 31, 2013 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

- A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2020.
- B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31<sup>st</sup> immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31<sup>st</sup> immediately following termination of such Settlement Agreement.
- C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

- 2) Shipper and Transporter have agreed to replace Section 5. **RATES** in its entirety with the following:

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.

Contract No: 109227  
Amendment No: 13

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.

- 3) Shipper and Transporter have agreed to replace Section 7. **NOTICES** in its entirety with the following:

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

**TRANSPORTER:**

ANR Pipeline Company  
717 Texas Street, Suite 2500  
Houston, TX 77002-2761  
Attention: Commercial Services

**SHIPPER:**

WISCONSIN ELECTRIC POWER COMPANY  
333 W. EVERETT STREET – A308  
MILWAUKEE, WI 53203  
Attention: RICHARD QUICK

Telephone: 414-221-5345  
Fax: 262-523-7908

**INVOICES AND STATEMENTS:**

WISCONSIN ELECTRIC POWER COMPANY  
231 W. MICHIGAN STREET – PSB-P277  
MILWAUKEE, WI 53203  
Attention: GLORIA GRABARCZYK

Telephone: 414-221-2408  
Fax: 262-523-7910

Contract No: 109227  
Amendment No: 13

- 4) Shipper and Transporter have agreed to replace Section 8. **FURTHER AGREEMENT** in its entirety with the following:
- A. The rate for storage service shall be a Fixed Deliverability rate of \$2.4500 per dth per month for MDWQ, and a Fixed Capacity rate of \$0.4000 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged a Fixed Commodity rate of \$0.0126 for injection or withdrawal charges. These rates are inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged Transporter's Use (Fuel %) and EPC (Electric Power Cost).
  - B. Shipper and Transporter have agreed to reduction rights pursuant to Transporter's FERC Gas Tariff Part 6.32.5 as follows:
    - 1) Using 2011-12 firm sales service peak day requirements for service areas served by Transporter as filed with the Public Service Commission of Wisconsin in Shippers' Gas Supply Plan, reduction rights will be limited to 105% of the reduction in peak day service requirements for those same service areas as filed by Shipper in subsequent Gas Supply Plans. Such reduction rights shall in no case exceed:
      - a.) For Storage Service Year April 2012 to March 2013 winter citygate deliveries will be reduced by no more than 15,000 Dth/d MDQ from existing levels in aggregate between contracts No. 118787 and No. 118793. Notification of such reduction will be made by October 1, 2011.
      - b.) For Storage Service Year April 2013 to March 2014 winter citygate deliveries will be reduced by no more than 15,000 Dth/d MDQ in aggregate between contracts No. 118787 and No. 118793. Notification of such reduction will be made by October 1, 2012.
      - c.) For Storage Service Year April 2014 to March 2015 winter citygate deliveries will be reduced by no more than 20,000 Dth/d MDQ in aggregate between contracts No. 118787 and No. 118793. Notification of such reduction will be made by October 1, 2013.
    - 2) The affected Service Agreements will be adjusted to reflect the reduced citygate delivery MDQ on the winter storage transport contracts as stated above, with commensurate reductions to the MDWQ, MSQ and MDIQ of the corresponding storage, as well as commensurate MDQ reductions to the corresponding injection transport contracts.
    - 3) If timely service reduction or termination opportunities are available under service agreements with other pipeline service providers that serve areas common with Transporter, Shipper will in good faith select the highest delivered cost service for termination.
    - 4) Any reduction rights set forth above that are foregone by Shipper in one year shall not carry over to future years.



Contract No: 109227  
Amendment No: 13

- C. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 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 6.22.2.

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

WISCONSIN ELECTRIC POWER COMPANY  
"Shipper"

By: *Scott C. Moschea*  
Title: Scott C. Moschea  
Manager Gas Supply  
Date: 09/16/11

ANR PIPELINE COMPANY  
"Transporter"

By: *Joseph E. Pollard*  
Title: Director, - Commercial Services  
Date: 9/22/11

Legal  
09/21/11  
Date

*AB 9-20-11*  
*CE 9-21-11*

*JEP*  
*9/12/11*

*AB 8/30/11*

Contract No: 109227  
Amendment No: 20

AMENDMENT

Date: January 04, 2017

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN ELECTRIC POWER COMPANY

FSS Contract No. 109227 dated April 21, 2003 ("Agreement") between Transporter and Shipper is amended effective April 01, 2017 as follows:

Shipper and Transporter have agreed to increase the MSQ to 2,026,300 Dth and the MDWQ to 30,244 Dth/day under this Agreement. An updated Primary Route Exhibit reflecting this change is attached.

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

WISCONSIN ELECTRIC POWER COMPANY

"Shipper"

By: Jay Hunt

Title: Director of Gas Supply & Control

Date: 1-16-17

ANR PIPELINE COMPANY

"Transporter"

By: Kay [Signature]

Title: Director, Transportation Accounting and Contracts

Date: 1/31/17

OK  
1/20/17  
CW 1/23/17

CONTRACT QUANTITY EXHIBIT  
 To Agreement Between  
 ANR PIPELINE COMPANY (Transporter)  
 AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)

Contract No: 109227  
 Rate Schedule: FSS  
 Contract Date: April 21, 2003  
 Amendment Date: January 04, 2017

Effective Start: April 01, 2017  
 Effective End: March 31, 2020

Annual Service  
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	2026300
Base Maximum Daily Withdrawal Quantity (BMDWQ)	30244
Base Maximum Daily Injection Quantity (BMDIQ)	11579
Cyclability	2877346

Ratchet Thresholds		Ratchet	Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
405261	- 2026300	W1 MDWQ_1	30244
303946	- 405260	W2 MDWQ_2	27220
202631	- 303945	W3 MDWQ_3	24195
101316	- 202630	W4 MDWQ_4	21171
0	- 101315	W5 MDWQ_5	18146
0	- 1823670	I1 MDIQ_1	11579
1823671	- 2026300	I2 MDIQ_2	9263

W=Withdrawal ;I=Injection

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

**Appendix B**  
***ANR Pipeline Company***  
***FERC Gas Tariff, Third Revised Volume No. 1***  
**Marked Tariff**

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**Version**

v.40.0.0

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**Appendix C**  
***ANR Pipeline Company***  
**Marked Amendments**

- 1) Wisconsin Electric Power Company  
Rate Schedule FSS Service Agreement Amendment No. 7 (#117594)
  
- 2) Wisconsin Gas, LLC  
Rate Schedule FSS Service Agreement Amendment No. 25 (#107880)
  
- 3) Wisconsin Electric Power Company  
Rate Schedule FSS Service Agreement Amendment No. 20 (#109227)

Contract No: 117594

Amendment No: 07

**AMENDMENT**

Date: March 06, 2017

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN ELECTRIC POWER COMPANY

FSS Contract No. 117594 dated September 29, 2010 ("Agreement") between Transporter and Shipper is amended effective April 01, 2017 as follows:

Shipper and Transporter have agreed to increase the MSQ to 504,200 Dth and the MDWQ to 10,084 Dth/day under this Agreement. An updated Primary Route Exhibit reflecting this change is attached.

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

**WISCONSIN ELECTRIC POWER COMPANY**  
"Shipper"

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

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

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

**ANR PIPELINE COMPANY**  
"Transporter"

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

Title: Director, Transportation Accounting and Contracts

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

Contract No: 117594

**CONTRACT QUANTITY EXHIBIT**

Rate Schedule: FSS

**To Agreement Between**

Contract Date: September 29, 2010

**ANR PIPELINE COMPANY (Transporter)**

Amendment Date: March 06, 2017

**AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)**

Effective Start: April 01, 2017

Effective End: March 31, 2018

Annual Service  
Unratcheted Service

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

MDQ  
(Dth)  
504200  
10084  
2521  
715964

W=Withdrawal ;I=Injection

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

Contract No: 107880

Amendment No: 25

**AMENDMENT**

Date: March 16, 2017

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN GAS LLC

FSS Contract No. 107880 dated June 27, 2002 ("Agreement") between Transporter and Shipper is amended effective April 01, 2017 as follows:

Shipper and Transporter have agreed to increase the MSQ under this Agreement to 3,221,300 Dth and the MDWQ to 64,426 Dth/day .

An updated Primary Route Exhibit reflecting this change is attached.

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

**WISCONSIN GAS LLC**  
"Shipper"

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

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

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

**ANR PIPELINE COMPANY**  
"Transporter"

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

**Title:** Director, Transportation Accounting and Contracts

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

Contract No: 107880

**CONTRACT QUANTITY EXHIBIT**

Rate Schedule: FSS

**To Agreement Between**

Contract Date: June 27, 2002

**ANR PIPELINE COMPANY (Transporter)**

Amendment Date: March 16, 2017

**AND WISCONSIN GAS LLC (Shipper)**

Effective Start: April 01, 2017

Effective End: March 31, 2020

Annual Service  
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	<u>3221300</u>
Base Maximum Daily Withdrawal Quantity (BMDWQ)	<u>64426</u>
Base Maximum Daily Injection Quantity (BMDIQ)	<u>18408</u>
Cyclability	<u>4574246</u>

Ratchet Thresholds		Ratchet	Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
<u>644261</u>	- <u>3221300</u>	W1 MDWQ 1	<u>64426</u>
<u>483196</u>	- <u>644260</u>	W2 MDWQ 2	<u>57983</u>
<u>322131</u>	- <u>483195</u>	W3 MDWQ 3	<u>51541</u>
<u>161066</u>	- <u>322130</u>	W4 MDWQ 4	<u>45098</u>
<u>0</u>	- <u>161065</u>	W5 MDWQ 5	<u>38656</u>
<u>0</u>	- <u>2899170</u>	I1 MDIQ 1	<u>18408</u>
<u>2899171</u>	- <u>3221300</u>	I2 MDIQ 2	<u>14726</u>

W=Withdrawal ;I=Injection

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.



Contract No: 109227

Amendment No: 20

**AMENDMENT**

Date: January 04, 2017

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN ELECTRIC POWER COMPANY

FSS Contract No. 109227 dated April 21, 2003 ("Agreement") between Transporter and Shipper is amended effective April 01, 2017 as follows:

Shipper and Transporter have agreed to increase the MSQ to 2,026,300 Dth and the MDWQ to 30,244 Dth/day under this Agreement. An updated Primary Route Exhibit reflecting this change is attached.

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

**WISCONSIN ELECTRIC POWER COMPANY**  
"Shipper"

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

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

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

**ANR PIPELINE COMPANY**  
"Transporter"

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

Title: Director, Transportation Accounting and Contracts

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

Contract No: 109227

**CONTRACT QUANTITY EXHIBIT**

Rate Schedule: FSS

**To Agreement Between**

Contract Date: April 21, 2003

**ANR PIPELINE COMPANY (Transporter)**

Amendment Date: January 04, 2017

**AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)**

Effective Start: April 01, 2017

Effective End: March 31, 2020

Annual Service  
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	<u>2026300</u>
Base Maximum Daily Withdrawal Quantity (BMDWQ)	<u>30244</u>
Base Maximum Daily Injection Quantity (BMDIQ)	<u>11579</u>
Cyclability	<u>2877346</u>

Ratchet Thresholds		Ratchet	Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
405261	- 2026300	W1 MDWQ 1	30244
303946	- 405260	W2 MDWQ 2	27220
202631	- 303945	W3 MDWQ 3	24195
101316	- 202630	W4 MDWQ 4	21171
0	- 101315	W5 MDWQ 5	18146
0	- 1823670	I1 MDIQ 1	11579
1823671	- 2026300	I2 MDIQ 2	9263

W=Withdrawal ;I=Injection

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.