

February 13, 2015

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

Re: ANR Pipeline Company

Negotiated Rate Agreements

Docket No. RP15-

**ANR Pipeline Company** 

700 Louisiana Street, Suite 700 Houston, Texas 77002-2700

John A. Roscher Director, Rates & Tariffs

tel 832.320.5675 fax 832.320.6675

email John\_Roscher@TransCanada.com
web www.anrpl.com/company\_info/

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act and Part 154 of the Federal Energy Regulatory Commission's ("FERC" or "Commission") regulations, ANR Pipeline Company ("ANR") hereby tenders for filing and acceptance revised tariff section Part 1 – Table of Contents ("Table of Contents") to be part of its FERC Gas Tariff, Third Revised Volume No. 1 ("Tariff"), and certain tariff records which contain service agreements that ANR has entered into with Integrys Energy Services, Inc. ("Integrys") including one (1) Rate Schedule FTS-1 ("FTS-1") negotiated rate service agreement ("Agreement") and two (2) FTS-1 negotiated rate service amendments ("Amendments"), all of which are listed and included as Appendix A. ANR respectfully requests that the Commission approve the tariff section, Agreement, and Amendments to be effective February 13, 2015.

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:

<sup>&</sup>lt;sup>1</sup> 18 C.F.R. Part 154 (2014).

<sup>&</sup>lt;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 Agreement and Amendments included herein as whole documents in PDF format.

John A. Roscher Director, Rates and Tariffs

\* Joan F. Collins Manager, Tariffs and Compliance ANR Pipeline Company 700 Louisiana Street, Suite 700 Houston, Texas 77002-2700 Tel. (832) 320-5651

Fax (832) 320-6651

E-mail: joan collins@transcanada.com

\* David R. Hammel Senior Legal Counsel ANR Pipeline Company 700 Louisiana Street, Suite 700 Houston, Texas 77002-2700 Tel. (832) 320-5861 Fax (832) 320-6861

E-mail: dave hammel@transcanada.com

\* 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. RP99-301-000,3 the Commission approved, subject to conditions, 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 Amendments. ANR advises that no undisclosed agreements, etc., are linked to the Agreement or Amendments, which are included herein as Appendix A.4 Furthermore, the Agreement and Amendments 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.<sup>5</sup>

### Agreement

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

 ANR is filing Integrys Contract No. 125753 as an FTS-1 negotiated rate agreement because the parties have agreed that the rate components applicable to both the Primary Route and certain secondary receipt and delivery points, as specified in the agreement, shall include a Fixed Monthly Reservation Rate of \$4.25 per Dth and a Fixed Commodity

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

<sup>&</sup>lt;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; (3) the applicable rate schedule; (4) the receipt and delivery points; and (5) the contract quantities.

Specifically, Part 7.1 – Service Agreements, Transporter's Firm Rate Schedules ("Section 7.1").

Rate of \$0.0075, effective February 13, 2015. This rate shall be inclusive of any other applicable fees or surcharges in accordance with ANR's Tariff. Contract No. 125753 is included in Appendix A as tariff record 8.43.

### <u>Amendments</u>

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

- ANR and Integrys have agreed to decrease the contract Maximum Daily Quantity for FTS-1 negotiated rate Contract No. 111208 by 100 Dth effective February 13, 2015, and update the Primary Route Exhibit to reflect this change. The 100 Dth MDQ reduction in this contract is being transferred to Integrys' new negotiated rate FTS-1 Contract No. 125753, submitted herein and included in Appendix A as tariff record 8.43. Contract No. 111208 and its Amendment No. 02 are included in Appendix A as tariff record 8.41.
- ANR and Integrys have agreed to change the Primary Delivery Point for FTS-1 negotiated rate Contract No. 114499 effective February 13, 2015, and update the Primary Route Exhibit to reflect this change. Contract No. 114499 and its Amendment No. 02 are included in Appendix A as tariff record 8.42.

To conform with Order No. 714, ANR is submitting the Agreement and Amendments<sup>8</sup> in their entirety as tariff records as described above. Each tariff record includes the original agreement and any subsequent amendments, and excludes any superseded or expired amendments. A marked version of the Amendments is provided in Appendix C. Additionally, a revised Table of Contents is submitted herein in Appendix A to reflect the housing of the Agreement and Amendments in ANR's Tariff. ANR is requesting that the Commission approve the tariff section, Agreement (submitted herein in Appendix A as tariff record 8.43), and Amendments (submitted herein in Appendix A as tariff records 8.41 and 8.42), to be effective February 13, 2015.

<sup>&</sup>lt;sup>6</sup> ANR filed original FTS-1 Contract No. 111208 with the Commission as an agreement containing negotiated rates. *ANR Pipeline Company*, Docket No. RP99-301-140 (April 12, 2006) (unpublished Director's Letter Order). ANR entered into original Contract No. 111208 with WPS Energy Services, Inc. WPS Energy Services, Inc. changed its name to Integrys Energy Services, Inc. in February 2007. Additionally, the Amendment makes other changes to original Contract No. 111208 to conform with ANR's current *pro forma* Section 7.1, but does not revise any of the other essential elements of the original negotiated rate arrangement.

<sup>&</sup>lt;sup>7</sup> ANR filed original FTS-1 Contract No. 114499 with the Commission as an agreement containing negotiated rates. *ANR Pipeline Company*, Docket No. RP10-123-000 (November 24, 2009) (unpublished Director's Letter Order). <sup>8</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."

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

ANR respectfully requests that the Commission approve the tariff section, Agreement, and Amendments included as Appendix A to be effective February 13, 2015, and respectfully requests waiver of Section 154.207 of the Commission's regulations to allow for this effective date.<sup>9</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. Clean tariff sections and tariff records (Appendix A);
- 3. Marked tariff sections (Appendix B); and
- 4. Marked 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.

<sup>&</sup>lt;sup>9</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").

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

Respectfully submitted,

ANR PIPELINE COMPANY

John A. Roscher

Director, Rates & Tariffs

Enclosures

# **Appendix A**

# ANR Pipeline Company FERC Gas Tariff, Third Revised Volume No. 1

# **Clean Tariff**

<u>Tariff Section</u>	<u>Version</u>
1 - TABLE OF CONTENTS	v.30.0.3

### **Tariff Records**

### **Section 8 – Negotiated Rate Agreements**

Tariff		Rate		
Record	<u>Shipper</u>	<u>Schedule</u>	<u>Agreement</u>	<u>Version</u>
8.41	Integrys Energy Services, Inc.	FTS-1	#111208	v.0.0.0
8.42	Integrys Energy Services, Inc.	FTS-1	#114499	v.0.0.0
8.43	Integrys Energy Services, Inc.	FTS-1	#125753	v.0.0.0

### TABLE OF CONTENTS

Third Revised Volume No. 1:	Section No.
Table of Contents	1
Preliminary Statement	2
System Maps	3
Statement of Rates	
Rate Schedule ETS Rate Schedule STS; Small Shipper ETS & FTS-1 Rate Schedules FTS-1, FTS-4 & FTS-4L Rate Schedules FTS-1 & ETS (WI 2009) Rate Schedule FTS-2 Rate Schedule FTS-3 Rate Schedule ITS. Rate Schedules ITS-3, IPLS & IWS Rate Schedules FSS & DDS Rate Schedules FSS & DDS (Cold Springs 1) Rate Schedules FSS & DDS (Cold Springs 1) Rate Schedules NNS & MBS Base Rates: FTS-1, FTS-4, FTS-4L, ETS, PTS-2 & FTS-2 Base Rate Components: FTS-3 Base Rate Components: ITS & PTS-3 Negotiated Rate Agreements - PTS-3 Statement of Surcharges Deferred Transportation Cost Adjustment Transporter's Use (%) EPC Charge Reserved for Future Use	4.24.34.44.54.64.74.84.94.104.114.124.134.154.164.174.18
Rate Schedules	
ETS (Enhanced Transportation Service)  STS (Small Transportation Service)  FTS-1 (Firm Transportation Service)  FTS-2 (Firm Transportation Service)  FTS-3 (Firm Transportation Service)  FTS-4 (Firm Transportation Service)  FTS-4L (Firm Transportation Service)	5.2 5.3 5.4 5.5 5.6

ITS (Interruptible Transportation Service)	5.8
IPLS (Interruptible Park and Lend Service)	5.9
IWS (Interruptible Wheeling Service)	5.10
ITS-3 (Interruptible Transportation Service)	5.11
FSS (Firm Storage Service)	
DDS (Deferred Delivery Service)	5.13
MBS (Market Balancing Service)	5.14
NNS (No-Notice Service)	5.15
PTS-1 (Pooling Transportation Service - Derivative)	5.16
PTS-2 (Pooling Transportation Service - Firm)	
PTS-3 (Pooling Transportation Service - Interruptible)	5.18
Southeast Area Gathering Service	5.19
General Terms and Conditions	
Definitions	
Requests for Transportation Service	
Facilities Policy	
Receipt and Delivery Point Options	
Transportation Service	
Nominations	6.6
Force Majeure	
Operational Flow Order(s)	
Priority of Requests for Service	
Scheduling and Curtailment of Services	
Pressure at Receipt Point(s) and Delivery Point(s)	
Measurement and Measurement Equipment	
Quality	
Allocation of Receipts and Deliveries, Daily Balancing	
Cashout and Trading of Monthly Imbalances	6.15
Spot Price Index	6.16
Billing and Payment	6.17
Miscellaneous	6.18
Paper Pooling	
Capacity Trading	
Capacity Release Provisions	6.21
Right of First Refusal	6.22
Internet Site	
Federal Energy Regulatory Commission Annual Charge Adjustment	
Gas Research Institute Passthrough Provision	
Deferred Transportation Cost Adjustment Provision	
Negotiated Rates	6.27
Non-Conforming Agreements	
Discounted Pates	6.20

Off-System Capacity	6.30
Crediting of Penalty Revenues	6.31
Reduction Options	6.32
Reserved For Future Use	
Transporter's Use and Transporter's EPC Adjustment	6.34
Operational Purchases and Sales of Gas	
Reservation Charge Credits	
Form of Service Agreement	
Service Agreement (For Rate Schedules ETS, STS, FTS-1, FTS-2,	
FTS-3, FTS-4, FTS-4L, FSS, PTS-2 and NNS)	7.1
Master Service Agreement	7.2
Associated Liquefiables Agreement	7.3
Transportation Service Request Form	
Service Agreement (For Rate Schedules ITS, ITS-3, DDS, MBS,	
PTS-1, PTS-3, IPLS and IWS)	7.5
Negotiated Rate Agreements	
Wisconsin Electric Power Company FSS Agmt (#117594)	8.1
Wisconsin Electric Power Company FSS Agmt (#113473)	
Chevron USA Inc. FTS-1 Agmt (#113366)	
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113533)	8.4
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113540)	
Tenaska Marketing Ventures FTS-1 Agmt (#116021)	
Integrys Energy Services, Inc. FTS-1 Agmt (#122183)	
Integrys Energy Services, Inc. FTS-1 Agmt (#122184)	
Madison Gas & Electric Company FTS-1 Agmt (#108251)	
Integrys Energy Services, Inc. FTS-1 Agmt (#117721)	
Chevron U.S.A. Inc. FTS-1 Agmt (#113194)	
Tennessee Valley Authority IPLS Agmt (#114658)	
Badger Oil Corporation ITS Agmt (#118463)	
LLOG Exploration Company, L.L.C. ITS Agmt (#118519)	8.14
SPN Resources, LLC ITS Agmt (#118518)	
Northern Indiana Public Service Company FSS Agmt (#107690)	
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113534)	
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113541)	
Madison Gas and Electric Company FSS Agmt (#117346)	
NJR Energy Services Company FTS-1 Agmt (#111928)	
Integrys Energy Services, Inc. FTS-1 Agmt (#119376)	
Tenaska Marketing Ventures FTS-1 Agmt (#113364)	
Dynamic Offshore Resources, LLC ITS Agmt (#119503)	
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113535)	

Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113542)	8.25
Integrys Energy Services, Inc. FTS-1 Agmt (#121197)	8.26
Integrys Energy Services, Inc. FTS-1 Agmt (#111217)	
PXP Offshore LLC ITS Agmt (#108248)	
PXP Offshore LLC ITS (Assoc. Liquefiables) Agmt (#108249)	8.29
Integrys Energy Services, Inc. FTS-1 Agmt (#122185)	
DPL Energy, LLC FTS-1 Agmt (#122901)	
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113536)	8.32
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113543)	8.33
Wisconsin Power and Light Company FTS-3 Agmt (#112565)	8.34
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113537)	
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113544)	8.36
Wisconsin Gas LLC ETS Agmt (#124960)	8.37
Wisconsin Gas LLC ETS Agmt (#111297)	
Integrys Energy Services, Inc. FTS-1 Agmt (#111216)	8.39
Integrys Energy Services, Inc. FTS-1 Agmt (#125584)	
Integrys Energy Services, Inc. FTS-1 Agmt (#111208)	8.41
Integrys Energy Services, Inc. FTS-1 Agmt (#114499)	8.42
Integrys Energy Services, Inc. FTS-1 Agmt (#125753)	8.43
Non-Conforming Agreements with Negotiated Rates  Madison Gas and Electric Company FSS Agmt (#117357)	Q 1
Wisconsin Gas LLC FSS Agmt (#107880)	
Wisconsin Gas LLC FSS Agmt (#107880)	
Wisconsin Electric Power Company FSS Agmt (#109225)	
Wisconsin Electric Power Company FSS Agmt (#109226)	
Wisconsin Electric Power Company FSS Agmt (#109227)	
Wisconsin Gas LLC FSS Agmt (#118552)	
Wisconsin Public Service Corporation ETS Agmt (#1600)	
Wisconsin Public Service Corporation ETS Agmt (#5450)	
Wisconsin Public Service Corporation NNS Agmt (#99515)	
Wisconsin Public Service Corporation FTS-1 Agmt (#104404)	
Wisconsin Public Service Corporation FTS-1 Agmt (#104405)	
Wisconsin Public Service Corporation FTS-1 Agmt (#106199)	
Wisconsin Public Service Corporation ETS Agmt (#106322)	
Wisconsin Public Service Corporation FSS Agmt (#114369)	
Wisconsin Public Service Corporation FSS Agmt (#114370)	
Wisconsin Gas LLC ETS Agmt (#107873)	
Wisconsin Electric Power Company ETS Agmt (#107893)	
Madison Gas and Electric Company FTS-1 Agmt (#114512)	
Chevron U.S.A. Inc. PTS-2 Agmt (#107146)	
BHP Billiton Petroleum (Deepwater) Inc. PTS-2 Agmt (#107147)	9.21
PXP Offshore LLC PTS-2 Agmt (#108250)	

Wisconsin Public Service Corporation ETS Agmt (#5500)	9.23
Wisconsin Public Service Corporation FTS-1 Agmt (#12000)	9.24
Wisconsin Gas LLC ETS Agmt (#107784)	9.25
Wisconsin Electric Power Company ETS Agmt (#107896)	9.26
Wisconsin Gas LLC ETS Agmt (#108014)	9.27
City Gas Company FTS-1 Agmt (#109610)	9.28
Wisconsin Electric Power Company ETS Agmt (#124961)	9.29
Antero Resources Corporation FTS-1 Agmt (#125082)	9.30
Non-Conforming Agreements	
Wisconsin Gas LLC FTS-1 Agmt (#109212)	
Wisconsin Electric Power Company FTS-1 Agmt (#109223)	
Wisconsin Gas LLC ETS Agmt (#109854)	
Reserved For Future Use	10.4
Reserved For Future Use	
Wisconsin Gas LLC ETS Agmt (#118840)	10.6
Wisconsin Gas LLC ETS Agmt (#107877)	10.7
Wisconsin Gas LLC ETS Agmt (#107879)	10.8
Wisconsin Electric Power Company ETS Agmt (#107899)	10.9
Wisconsin Gas LLC NNS Agmt (#107995)	10.10
Wisconsin Electric Power Company NNS Agmt (#107997)	10.11
Wisconsin Gas LLC FSS Agmt (#109210)	10.12
Wisconsin Gas LLC FSS Agmt (#109211)	10.13
Wisconsin Gas LLC ETS Agmt (#109218)	10.14
Wisconsin Electric Power Company ETS Agmt (#109222)	10.15
Wisconsin Electric Power Company ETS Agmt (#118787)	10.16
Wisconsin Electric Power Company ETS Agmt (#118789)	10.17
Wisconsin Gas LLC ETS Agmt (#118793)	10.18
Wisconsin Gas LLC ETS Agmt (#118794)	10.19
Tennessee Valley Authority FTS-3 Agmt (#114655)	10.20
Tennessee Valley Authority FTS-3 Agmt (#114656)	10.21
Wisconsin Electric Power Company ETS Agmt (#107895)	10.22
PXP Offshore LLC Lease Dedication Agreement	10.24
Chevron U.S.A. Inc. & BHP Billiton Petroleum (Deepwater) Inc.	
Lease Dedication Agreement	10.25
Wisconsin Gas LLC FSS Agmt (#107870)	10.26
Wisconsin Gas LLC FSS Agmt (#107871)	10.27
Wisconsin Electric Power Company FSS Agmt (#107889)	10.28
Wisconsin Electric Power Company ETS Agmt (#107897)	10.29
Wisconsin Electric Power Company ETS Agmt (#107898)	
Wisconsin Electric Power Company FSS Agmt (#107900)	10.31
Wisconsin Electric Power Company FSS Agmt (#107901)	
Wisconsin Gas LLC ETS Agmt (#113710)	10 33

ANR Pipeline Company FERC Gas Tariff Third Revised Volume No. 1

PART 1 TABLE OF CONTENTS v.30.0.3 Superseding v.30.0.2

Wisconsin Gas LLC FSS Agmt (#113715)	10.34
Wisconsin Electric Power Company FSS Agmt (#113729)	10.35
Wisconsin Electric Power Company ETS Agmt (#114091)	
Antero Resources Corporation FTS-1 Agmt (#125083)	10.37

Issued: February 13, 2015

Effective: February 13, 2015

Accepted:

### TABLE OF CONTENTS

### Original Volume No. 2

\_\_\_\_\_

Rate Schedule	Description	Sheet No.
	Summary of Rates	16
X-16	Exchange Agreement with Great Lakes Gas Transmission Company	151
X-18	Exchange Agreement with Natural Gas Pipeline Company of America and Phillips Petroleum Company	180
X-37	Exchange Agreement with Southern Natural Gas Company	278
X-62	Exchange Agreement with Transcontinental Gas Pipe Line Corporation	532
X-100	Transportation and Exchange Agreement with Great Lakes Gas Transmission Company	1122
X-101	Transportation and Exchange Agreement with Great Lakes Gas Transmission Company	1140
X-117	Transportation and Exchange Agreement with Great Lakes Gas Transmission Company	1384
X-132	Gas Displacement and Exchange Agreement with Michigan Consolidated Gas Company	1592

Issued: February 13, 2015

Effective: February 13, 2015

Accepted:

ANR Pipeline Company FERC Gas Tariff Third Revised Volume No. 1 PART 8.41 8.41 – Neg Rate Agmt Integrys Energy Services, Inc. FTS-1 Agmt (#111208) v.0.0.0

### Firm Transportation Service Agreement Rate Schedule FTS-1

Integrys Energy Services, Inc. (#111208)

Agreement Effective Date: November 1, 2006 Amendment No. 02 Effective Date: February 13, 2015

Issued: October 31, 2014 (Option Code A) Effective: November 1, 2014

#### FTS - 1 SERVICE AGREEMENT

**This AGREEMENT** is entered into by ANR PIPELINE COMPANY (Transporter) and WPS ENERGY SERVICES, 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 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 1)
- 3. **CONTRACT QUANTITIES:**

Primary Route- See Exhibit attached hereto

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

Shipper desires to maintain the MDQ delivered to the city gate from storage in the event of a change in Transporter's Use %. Therefore, subject to available capacity, if Transporter's Use %, as stated in Transporter's 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 make such quantity changes without formal amendment by providing to Shipper a revised Exhibit for each contract affected.



#### 4. TERM OF AGREEMENT:

This Agreement shall be effective as of November 1, 2006; 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 November 1, 2006, or the in-service date of the Wisconsin 2006 Expansion Project facilities as described in FERC Docket No. CP05-364-000, which are necessary to provide the services hereunder. In no event shall the Commencement Date be prior to November 1, 2006 unless mutually agreed to in writing by Transporter and Shipper. Following the initial Winter Period beginning on the Commencement Date and ending March 31, 2007, this Agreement shall continue in full force and effect during the subsequent Winter Periods (November 1 through March 31) until March 31, 2016, as listed below:

November 01, 2006 to March 31, 2007 November 01, 2007 to March 31, 2008 November 01, 2008 to March 31, 2009 November 01, 2009 to March 31, 2010 November 01, 2010 to March 31, 2011 November 01, 2011 to March 31, 2012 November 01, 2012 to March 31, 2013 November 01, 2013 to March 31, 2014 November 01, 2014 to March 31, 2015 November 01, 2015 to March 31, 2016

### 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 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 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 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  $GEMS_{tm}$ . 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:

WPS ENERGY SERVICES, INC.
1088 SPRINGHURST DRIVE
GREEN BAY, WI 54304-0000
Attention: MARGARET GRIMMER

Telephone: 920-617-6008 Fax: 920-617-6073

### **INVOICES AND STATEMENTS:**

WPS ENERGY SERVICES, INC. 1088 SPRINGHURST DRIVE GREEN BAY, WI 54304-0000

Attention:

MAGGIE ORENDORFF

Telephone:

920-617-6018

Fax:

920-617-6073

### 8. **FURTHER AGREEMENT:**

- A. The rate for the Primary Route MDQ ("MDQ") as listed in the attached Primary Route Exhibit during the primary term hereof shall be a Fixed Monthly Reservation Rate of \$4.2500 per dth and a Fixed Commodity Rate of \$0.0075 per dth. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged ACA and Transporter's Use (Fuel) in accordance with Transporter's FERC Gas Tariff.
- B. Shipper shall have the right to change the Primary Delivery Point in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time and Transporter further agrees that Shipper shall retain the rates set forth in Paragraph 8.A above, provided Shipper is awarded its requested changed Delivery Point in accordance with Transporter's FERC Gas Tariff and Shipper changes its Primary Delivery Point to any Delivery Point within Transporter's ML-7 Zone.
- C. For all transportation service under this Agreement, Shipper and any Replacement Shipper(s) shall have the right to utilize any Secondary Receipt Points and Secondary Delivery Points within Transporter's ML 7 Zone at the rate and other charges set forth in Section 8.A.
- D. Except as otherwise provided herein, the mutually agreed upon rate for the use of any point not addressed in Sections 8.A, 8.B or 8.C above, as well as deliveries in excess of the contract MDQ, shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1 service. In addition, Shipper shall be charged ACA, Transporter's Use and any other fees or surcharges under Transporter's FERC Gas Tariff.



Date: December 16, 2004

Contract No.: 111208

E. Shipper shall be entitled to the Right of First Refusal provided for in Section 22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 22.2.

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.

SHIPPE	ER: WPS ENERGY SERVICES	, INC.	
By:	1) Il Ur		·
Title: _	Assist I Varbanna		
Date: _	Daniel J. Verbanac Chief Operating Officer	MAN 2 3 2006	
TRANS	PORTER: ANR PIPELINE CO	MPANY	
Ву: _	Joseph Follow		- 1
Title: _	Agent and Attorney-in-Fac	t	- 5ml 2/14/04 - 5ml 2/14/04
Date:	2/12/06		P.S. 2/10/0

Contract No: 111208
Amendment No: 02

#### AMENDMENT

Date: January 27, 2015

"Transporter": ANR PIPELINE COMPANY

"Shipper": INTEGRYS ENERGY SERVICES, INC.

FTS-1 Contract No. 111208 dated December 16, 2004 ("Agreement") between Transporter and Shipper is amended effective February 13, 2015 as follows:

Shipper and Transporter have agreed to decrease the MDQ under this Agreement from 2,500 dth to 2,400 dth. An updated Primary Route Exhibit reflecting this change is attached.

3. CONTRACT QUANTITIES: (amended and restated in its entirety)

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.

5. RATES: (amended and restated in its entirety)

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.

A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Fixed Monthly Reservation Rate of \$4.2500 per dth and a Fixed Commodity Rate of \$0.0075. This rate shall be inclusive of any other fees or surcharges under Transporter's Tariff. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

Secondary Receipt(s): ML 7
Secondary Delivery(ies): ML 7

TATT

Contract No: 111208
Amendment No: 02

- B. Shipper shall have the right to change the Primary Delivery Point in accordance with Transporter's Tariff as it may be in effect from time-to-time and Transporter further agrees that Shipper shall retain the rates set forth in Paragraph 5.A above, provided Shipper is awarded its requested changed Delivery Point in accordance with Transporter's Tariff and Shipper changes its Primary Delivery Point to any Delivery Point within Transporter's ML-7 Zone.
- C. The mutually agreed upon rate for the use of any point not listed in Paragraph A and B above shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-I service. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.
- 8. FURTHER AGREEMENT: (amended and restated in its entirety)

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 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.

INTEGRYS ENERGY SERVICES, INC.	
"Shipper"	·
By: Mall	
Title: Manager Risk Control	•
Date: 1-30-15	
· · · · · · · · · · · · · · · · · · ·	•
ANR PIPELINE COMPANY	
"Transporter"	9
By: The first of t	
Title: <u>Director, Commercial Services</u>	PM 1/28/15
Date: 2/3/15	PAR 1/28/15
	80,13/2/13
•	. 0

PRIMARY ROUTE EXHIBIT

To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND INTEGRYS ENERGY SERVICES, INC. (Shipper)

Contract No: 111208
Rate Schedule: FTS-1
Contract Date: December 16, 2004
Amendment Date: January 27, 2015

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2015	28670 RANDOLPH TO: March 31, 2016	0	2400	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2015	28670 RANDOLPH TO: October 31, 2015	0	,0	. 0
153808 ANRPL STORAGE FACILITIES FROM: February 13, 2015	28670 RANDOLPH TO: March 31, 2015	. 0	2400	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2014	28670 RANDOLPH TO: February 12, 2015	. 0	2500	
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2014	28670 RANDOLPH TO: October 31, 2014	, 0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2013	28670 RANDOLPH TO: March 31, 2014	0	2500	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2013	28670 RANDOLPH TO: October 31, 2013	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2012	28670 · RANDOLPH TO: March 31, 2013	0	2500	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2012	28670 RANDOLPH TO: October 31, 2012	0	, 0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2011	28670 RANDOLPH TO: March 31, 2012	0	2500	0
153808 ANRPL STORAGE FACILITIES	28670 RANDOLPH	0	0	0

PRIMARY ROUTE EXHIBIT

To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND INTEGRYS ENERGY SERVICES, INC. (Shipper)

Contract No: 111208
Rate Schedule: FTS-1
Contract Date: December 16, 2004
Amendment Date: January 27, 2015

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
FROM: April 01, 2011	TO: October 31, 2011			
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2010	28670 RANDOLPH TO: March 31, 2011	0	2500	
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2010	28670 RANDOLPH . TO: October 31, 2010	0	. 0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2009	28670 RANDOLPH TO: March 31, 2010	0	2500	
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2009	28670 RANDOLPH TO: October 31, 2009	. 0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2008	28670 RANDOLPH TO: March 31, 2009	0	2500	0 ·
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2008	28670 RANDOLPH TO: October 31, 2008		,0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2007	28670 RANDOLPH TO: March 31, 2008	0	2500	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2007	28670 RANDOLPH TO: October 31, 2007	0	,0	0
153808 ANRPL STORAGE FACILITIES FROM: November 10, 2006	28670 RANDOLPH TO: March 31, 2007	0	2500	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2006	28670 RANDOLPH TO: November 09, 2006	0	,0	0

ANR Pipeline Company FERC Gas Tariff Third Revised Volume No. 1 PART 8.42 8.42 – Neg Rate Agmt Integrys Energy Services, Inc. FTS-1 Agmt (#114499) v.0.0.0

### Firm Transportation Service Agreement Rate Schedule FTS-1

Integrys Energy Services, Inc. (#114499)

Agreement Effective Date: November 1, 2009 Amendment No. 02 Effective Date: February 13, 2015

Issued: October 31, 2014 (Option Code A)

Effective: November 1, 2014

### FTS - 1 SERVICE AGREEMENT

**This AGREEMENT** is entered into by ANR PIPELINE COMPANY (Transporter) and INTEGRYS ENERGY SERVICES, 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: (284B = Section 311; 284G = Blanket)

284G

- 2. RATE SCHEDULE: Firm Transportation Service (FTS 1)
- 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:

The term of this Agreement shall be effective as of November 1, 2009, and shall continue in full force and effect through October 31, 2019; 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 November 1, 2009, or the in-service date of the Wisconsin 2009 Expansion Project facilities as described in FERC Docket No. CP08-465-000, which are necessary to provide the services hereunder. In no event shall the Commencement Date be prior to November 1, 2009, unless mutually agreed to in writing by Transporter and Shipper.

#### 5. RATES:

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

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

### 6. INCORPORATION BY REFERENCE:

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

#### 7. **NOTICES:**

All notices can be given by telephone or other electronic means, however, such notices shall be confirmed in writing at the addresses below or through  $GEMS_{tm}$ . 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
717 TEXAS ST, SUITE 2500
HOUSTON, TX 77002
Attention: TRANSPORTATION SERVICES

### SHIPPER:

INTEGRYS ENERGY SERVICES, INC. 1716 LAWRENCE DRIVE DE PERE, WI 54115

Attention:

MARGARET GRIMMER

Telephone:

920-617-6008

Fax:

920-617-6070

### **INVOICES AND STATEMENTS:**

INTEGRYS ENERGY SERVICES, INC. 1716 LAWRENCE DRIVE DE PERE, WI 54115

Attention:

MAGGIE ORENDORFF

Telephone:

920-617-6018

Fax:

920-617-6070

### 8. FURTHER AGREEMENT:

- A. The rate for the Primary Route MDQ ("MDQ") as listed in the attached Primary Route Exhibit during the primary term hereof shall be a Fixed Monthly Reservation Rate of \$5.366 per dth-month and a Fixed Commodity Rate of \$0.0075 per dth. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged ACA and Transporter's Use (Fuel) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.
- B. Shipper shall have the right to change the Primary Delivery Point in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time and Transporter further agrees that Shipper shall retain the rates set forth in Paragraph 8.A above, provided Shipper is awarded its requested changed Delivery Point in accordance with Transporter's FERC Gas Tariff and Shipper changes its Primary Delivery Point to any Delivery Point within Transporter's ML-7 Zone.

- C. A Rate Schedule FTS-1 Shipper or Replacement Shipper paying a negotiated rate of \$0.1839 (FTS-1 100% Load Factor negotiated rate) shall have the right to utilize any Secondary Receipt Points and Secondary Delivery Points within Transporter's ML-7 Zone at no additional charge.
- D. Except as otherwise provided herein, the mutually agreed upon rate for the use of any point not addressed in Sections 8.A, 8.B or 8.C above, as well as deliveries in excess of the contract MDQ, shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1 service. In addition, Shipper shall be charged ACA, Transporter's Use, EPC and any other fees or surcharges under Transporter's FERC Gas Tariff.
- E. Shipper shall be entitled to the Right of First Refusal provided for in Section 22 of the General Term and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 22.2.

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: INTEGRYS ENERGY SERVICES, INC.	
By: Dungle, Velen	
Title: Chief openeding officen	
Date: 9/16/199	
TRANSPORTER: ANR PIPELINE COMPANY	1211°
By: Joseph Volland	10 also 10%
Title: Agent and Attorney-in-Fact	78
Date:9/22/09	

Contract No: 114499 Amendment No: 02

#### AMENDMENT

Date: January 26, 2015

"Transporter": ANR PIPELINE COMPANY

"Shipper": INTEGRYS ENERGY SERVICES, INC.

FTS-1 Contract No. 114499 dated April 02, 2008 ("Agreement") between Transporter and Shipper is amended effective February 13, 2015 as follows:

Shipper and Transporter have agreed to change the Primary Delivery Point under this Agreement from Randolph to McFarland. An updated Primary Route Exhibit reflecting this change is attached.

5. RATES: (amended and restated in its entirety)

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.

A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Fixed Monthly Reservation Rate of \$5.3660 per dth and a Fixed Commodity Rate of \$0.0075. This rate shall be inclusive of any other fees or surcharges under Transporter's Tariff. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

Secondary Receipt(s): ML 7
Secondary Delivery(ies): ML 7

B. Shipper shall have the right to change the Primary Delivery Point in accordance with Transporter's Tariff as it may be in effect from time-to-time and Transporter further agrees that Shipper shall retain the rates set forth in Paragraph 5.A above, provided Shipper is awarded its requested changed Delivery Point in accordance with Transporter's Tariff and Shipper changes its Primary Delivery Point to any Delivery Point within Transporter's ML-7 Zone.

Contract No: 114499 Amendment No: 02

- C. The mutually agreed upon rate for the use of any point not listed in Paragraph A an B above shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1 service. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.
- 8. FURTHER AGREEMENT: (amended and restated in its entirety)

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 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.

INTEGRYS ENERGY SERVICES, INC.

"Shipper" By: A Matter	
Title: Manager Risk Control	
Date: 1-30-15	
ANR PIPELINE COMPANY "Transporter"  By:	
Title: <u>Director, Commercial Services</u>	BAB 1/28/15
Date: 2/3/15	843 1/28/15 20130 15

PRIMARY ROUTE EXHIBIT

To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND INTEGRYS ENERGY SERVICES, INC. (Shipper)

Contract No: 114499

Rate Schedule: FTS-1
Contract Date: April 02, 2008
Amendment Date: January 26, 2015

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: February 13, 2015	28676 MCFARLAND TO: October 31, 2019	500	٠ 0	0
277072 ALLIANCE/ANR INT FROM: December 01, 2009	28670 RANDOLPH TO: February 12, 2015	500	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2009	28670 RANDOLPH TO: November 30, 2009	0	. 0	. 0

ANR Pipeline Company FERC Gas Tariff Third Revised Volume No. 1 PART 8.43 8.43 – Neg Rate Agmt Integrys Energy Services, Inc. FTS-1 Agmt (#125753) v.0.0.0

Firm Transportation Service Agreement Rate Schedule FTS-1

Integrys Energy Services, Inc. (#125753)

Agreement Effective Date: February 13, 2015

Issued: October 31, 2014 (Option Code A)

Effective: November 1, 2014

Date: January 26, 2015

#### FTS - 1 SERVICE AGREEMENT

Contract No.: 125753

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and INTEGRYS ENERGY SERVICES, 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: Firm Transportation Service (FTS - 1)

### 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:

February 13, 2015 to

March 31, 2016

If Transportation Service is to be provided on a seasonal basis or for non-consecutive months during the term of the Agreement, those periods are set forth in the Primary Route Exhibit attached hereto.

Date: January 26, 2015 Contract No.: 125753

#### 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.

A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Fixed Monthly Reservation Rate of \$4.2500 per dth and a Fixed Commodity Rate of \$0.0075. This rate shall be inclusive of any other fees or surcharges under Transporter's Tariff. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

Secondary Receipt(s):

ML 7

Secondary Delivery(ies):

ML7

- B. Shipper shall have the right to change the Primary Delivery Point in accordance with Transporter's Tariff as it may be in effect from time-to-time and Transporter further agrees that Shipper shall retain the rates set forth in Paragraph 5.A above, provided Shipper is awarded its requested changed Delivery Point in accordance with Transporter's Tariff and Shipper changes its Primary Delivery Point to any Delivery Point within Transporter's ML-7 Zone.
- C. The mutually agreed upon rate for the use of any point not listed in Paragraph A and B above shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1 service. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %), EPC Charge (Electric

### Date: January 26, 2015

Contract No.: 125753

Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

### 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:

### TRANSPORTER:

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

### SHIPPER:

INTEGRYS ENERGY SERVICES, INC. 1716 LAWRENCE DRIVE DE PERE, WI 54115 Attention: PATRICK J. SELSMEYER

Telephone: 920-617-6096 FAX: 920-617-6070

### INVOICES AND STATEMENTS:

INTEGRYS ENERGY SERVICES, INC. 1716 LAWRENCE DRIVE DE PERE, WI 54115 Attention: ACCOUNTING GROUP

Telephone: 777-111-3232

Date: January 26, 2015

Contract No.: 125753

FAX:

### 8. FURTHER AGREEMENT:

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 Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.

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: INTEGRYS ENERGY SERVICES, INC.	
By: Matte	`
Title: Manager Risk Control	
Date: 1-30-15	
TRANSPORTER: ANR PIPELINE COMPANY	•
By: Jackell.	·
Title: <u>Director, Commercial Services</u>	BAB 1/28/15 /
Date: 2/3/15	BAB 1/28/15
7/	2/2/13

PRIMARY ROUTE EXHIBIT

To Agreement Between
ANR PIPELINE COMPANY (Transporter)

AND INTEGRYS ENERGY SERVICES, INC. (Shipper)

Receipt Location

153808

Delivery Location Name

Name

28676

ANRPL STORAGE FACILITIES MCFARLAND · TO: March 31, 2016

FROM: February 13, 2015

Contract No: 125753 Rate Schedule: FTS-1

Contract Date: January 26, 2015

Amendment Date:

Annual Winter Summer MDQ MDQ MDQ (DTH) (DTH) (DTH)

100

# **Appendix B**

## ANR Pipeline Company FERC Gas Tariff, Third Revised Volume No. 1

## **Marked Tariff**

<u>Tariff Section</u> <u>Version</u>

1 - TABLE OF CONTENTS

v. 30.0.3

### TABLE OF CONTENTS

Third Revised Volume No. 1:	Section No.
Table of Contents	1
Preliminary Statement	2
System Maps	3
Statement of Rates	
Rate Schedule ETS Rate Schedule STS; Small Shipper ETS & FTS-1 Rate Schedules FTS-1, FTS-4 & FTS-4L Rate Schedules FTS-1 & ETS (WI 2009) Rate Schedule FTS-2 Rate Schedule FTS-3 Rate Schedule ITS. Rate Schedules ITS-3, IPLS & IWS Rate Schedules FSS & DDS Rate Schedules FSS & DDS (Cold Springs 1) Rate Schedules FSS & DDS (Cold Springs 1) Rate Schedules NNS & MBS Base Rates: FTS-1, FTS-4, FTS-4L, ETS, PTS-2 & FTS-2 Base Rate Components: FTS-3 Base Rate Components: ITS & PTS-3 Negotiated Rate Agreements - PTS-3 Statement of Surcharges Deferred Transportation Cost Adjustment Transporter's Use (%) EPC Charge Reserved for Future Use	4.24.34.44.54.64.74.84.94.104.114.124.134.154.164.174.18
Rate Schedules	
ETS (Enhanced Transportation Service)  STS (Small Transportation Service)  FTS-1 (Firm Transportation Service)  FTS-2 (Firm Transportation Service)  FTS-3 (Firm Transportation Service)  FTS-4 (Firm Transportation Service)  FTS-4L (Firm Transportation Service)	5.2 5.3 5.4 5.5 5.6

ITS (Interruptible Transportation Service)	5.8
IPLS (Interruptible Park and Lend Service)	5.9
IWS (Interruptible Wheeling Service)	5.10
ITS-3 (Interruptible Transportation Service)	5.11
FSS (Firm Storage Service)	
DDS (Deferred Delivery Service)	5.13
MBS (Market Balancing Service)	5.14
NNS (No-Notice Service)	5.15
PTS-1 (Pooling Transportation Service - Derivative)	5.16
PTS-2 (Pooling Transportation Service - Firm)	
PTS-3 (Pooling Transportation Service - Interruptible)	5.18
Southeast Area Gathering Service	5.19
General Terms and Conditions	
Definitions	
Requests for Transportation Service	
Facilities Policy	
Receipt and Delivery Point Options	
Transportation Service	
Nominations	6.6
Force Majeure	
Operational Flow Order(s)	
Priority of Requests for Service	
Scheduling and Curtailment of Services	
Pressure at Receipt Point(s) and Delivery Point(s)	
Measurement and Measurement Equipment	
Quality	
Allocation of Receipts and Deliveries, Daily Balancing	
Cashout and Trading of Monthly Imbalances	6.15
Spot Price Index	6.16
Billing and Payment	6.17
Miscellaneous	6.18
Paper Pooling	
Capacity Trading	
Capacity Release Provisions	6.21
Right of First Refusal	6.22
Internet Site	
Federal Energy Regulatory Commission Annual Charge Adjustment	
Gas Research Institute Passthrough Provision	
Deferred Transportation Cost Adjustment Provision	
Negotiated Rates	6.27
Non-Conforming Agreements	
Discounted Pates	6.20

Off-System Capacity	6.30
Crediting of Penalty Revenues	6.31
Reduction Options	6.32
Reserved For Future Use	
Transporter's Use and Transporter's EPC Adjustment	6.34
Operational Purchases and Sales of Gas	
Reservation Charge Credits	
Form of Service Agreement	
Service Agreement (For Rate Schedules ETS, STS, FTS-1, FTS-2,	
FTS-3, FTS-4, FTS-4L, FSS, PTS-2 and NNS)	7.1
Master Service Agreement	7.2
Associated Liquefiables Agreement	7.3
Transportation Service Request Form	
Service Agreement (For Rate Schedules ITS, ITS-3, DDS, MBS,	
PTS-1, PTS-3, IPLS and IWS)	7.5
Negotiated Rate Agreements	
Wisconsin Electric Power Company FSS Agmt (#117594)	8.1
Wisconsin Electric Power Company FSS Agmt (#113473)	
Chevron USA Inc. FTS-1 Agmt (#113366)	
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113533)	8.4
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113540)	
Tenaska Marketing Ventures FTS-1 Agmt (#116021)	
Integrys Energy Services, Inc. FTS-1 Agmt (#122183)	
Integrys Energy Services, Inc. FTS-1 Agmt (#122184)	
Madison Gas & Electric Company FTS-1 Agmt (#108251)	
Integrys Energy Services, Inc. FTS-1 Agmt (#117721)	
Chevron U.S.A. Inc. FTS-1 Agmt (#113194)	
Tennessee Valley Authority IPLS Agmt (#114658)	
Badger Oil Corporation ITS Agmt (#118463)	
LLOG Exploration Company, L.L.C. ITS Agmt (#118519)	8.14
SPN Resources, LLC ITS Agmt (#118518)	
Northern Indiana Public Service Company FSS Agmt (#107690)	
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113534)	
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113541)	
Madison Gas and Electric Company FSS Agmt (#117346)	
NJR Energy Services Company FTS-1 Agmt (#111928)	
Integrys Energy Services, Inc. FTS-1 Agmt (#119376)	
Tenaska Marketing Ventures FTS-1 Agmt (#113364)	
Dynamic Offshore Resources, LLC ITS Agmt (#119503)	
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113535)	

Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113542)	8.25
Integrys Energy Services, Inc. FTS-1 Agmt (#121197)	8.26
Integrys Energy Services, Inc. FTS-1 Agmt (#111217)	8.27
PXP Offshore LLC ITS Agmt (#108248)	8.28
PXP Offshore LLC ITS (Assoc. Liquefiables) Agmt (#108249)	8.29
Integrys Energy Services, Inc. FTS-1 Agmt (#122185)	8.30
DPL Energy, LLC FTS-1 Agmt (#122901)	
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113536)	8.32
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113543)	8.33
Wisconsin Power and Light Company FTS-3 Agmt (#112565)	
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113537)	
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113544)	8.36
Wisconsin Gas LLC ETS Agmt (#124960)	8.37
Wisconsin Gas LLC ETS Agmt (#111297)	
Integrys Energy Services, Inc. FTS-1 Agmt (#111216)	8.39
Integrys Energy Services, Inc. FTS-1 Agmt (#125584)	8.40
Integrys Energy Services, Inc. FTS-1 Agmt (#111208)	8.41
Integrys Energy Services, Inc. FTS-1 Agmt (#114499)	8.42
Integrys Energy Services, Inc. FTS-1 Agmt (#125753)	8.43
Madison Gas and Electric Company FSS Agmt (#117357)	9.1
Wisconsin Gas LLC FSS Agmt (#107880)	
Wisconsin Gas LLC FSS Agmt (#107881)	
Wisconsin Electric Power Company FSS Agmt (#109225)	
Wisconsin Electric Power Company FSS Agmt (#109226)	
Wisconsin Electric Power Company FSS Agmt (#109227)	
Wisconsin Gas LLC FSS Agmt (#118552)	9.7
Wisconsin Public Service Corporation ETS Agmt (#1600)	9.8
Wisconsin Public Service Corporation ETS Agmt (#5450)	9.9
Wisconsin Public Service Corporation NNS Agmt (#99515)	9.10
Wisconsin Public Service Corporation FTS-1 Agmt (#104404)	9.11
Wisconsin Public Service Corporation FTS-1 Agmt (#104405)	9.12
Wisconsin Public Service Corporation FTS-1 Agmt (#106199)	9.13
Wisconsin Public Service Corporation ETS Agmt (#106322)	9.14
Wisconsin Public Service Corporation FSS Agmt (#114369)	9.15
Wisconsin Public Service Corporation FSS Agmt (#114370)	9.16
Wisconsin Gas LLC ETS Agmt (#107873)	
Wisconsin Electric Power Company ETS Agmt (#107893)	
Madison Gas and Electric Company FTS-1 Agmt (#114512)	
Chevron U.S.A. Inc. PTS-2 Agmt (#107146)	
BHP Billiton Petroleum (Deepwater) Inc. PTS-2 Agmt (#107147)	
PXP Offshore LLC PTS-2 Agmt (#108250)	9.22

Wisconsin Public Service Corporation ETS Agmt (#5500)	9.23
Wisconsin Public Service Corporation FTS-1 Agmt (#12000)	9.24
Wisconsin Gas LLC ETS Agmt (#107784)	9.25
Wisconsin Electric Power Company ETS Agmt (#107896)	9.26
Wisconsin Gas LLC ETS Agmt (#108014)	9.27
City Gas Company FTS-1 Agmt (#109610)	9.28
Wisconsin Electric Power Company ETS Agmt (#124961)	9.29
Antero Resources Corporation FTS-1 Agmt (#125082)	9.30
Non-Conforming Agreements	
Wisconsin Gas LLC FTS-1 Agmt (#109212)	
Wisconsin Electric Power Company FTS-1 Agmt (#109223)	
Wisconsin Gas LLC ETS Agmt (#109854)	
Reserved For Future Use	10.4
Reserved For Future Use	
Wisconsin Gas LLC ETS Agmt (#118840)	10.6
Wisconsin Gas LLC ETS Agmt (#107877)	10.7
Wisconsin Gas LLC ETS Agmt (#107879)	10.8
Wisconsin Electric Power Company ETS Agmt (#107899)	10.9
Wisconsin Gas LLC NNS Agmt (#107995)	10.10
Wisconsin Electric Power Company NNS Agmt (#107997)	10.11
Wisconsin Gas LLC FSS Agmt (#109210)	10.12
Wisconsin Gas LLC FSS Agmt (#109211)	10.13
Wisconsin Gas LLC ETS Agmt (#109218)	10.14
Wisconsin Electric Power Company ETS Agmt (#109222)	10.15
Wisconsin Electric Power Company ETS Agmt (#118787)	10.16
Wisconsin Electric Power Company ETS Agmt (#118789)	10.17
Wisconsin Gas LLC ETS Agmt (#118793)	10.18
Wisconsin Gas LLC ETS Agmt (#118794)	10.19
Tennessee Valley Authority FTS-3 Agmt (#114655)	10.20
Tennessee Valley Authority FTS-3 Agmt (#114656)	10.21
Wisconsin Electric Power Company ETS Agmt (#107895)	10.22
PXP Offshore LLC Lease Dedication Agreement	10.24
Chevron U.S.A. Inc. & BHP Billiton Petroleum (Deepwater) Inc.	
Lease Dedication Agreement	10.25
Wisconsin Gas LLC FSS Agmt (#107870)	10.26
Wisconsin Gas LLC FSS Agmt (#107871)	10.27
Wisconsin Electric Power Company FSS Agmt (#107889)	10.28
Wisconsin Electric Power Company ETS Agmt (#107897)	10.29
Wisconsin Electric Power Company ETS Agmt (#107898)	
Wisconsin Electric Power Company FSS Agmt (#107900)	10.31
Wisconsin Electric Power Company FSS Agmt (#107901)	
Wisconsin Gas LLC ETS Agmt (#113710)	10 33

ANR Pipeline Company FERC Gas Tariff Third Revised Volume No. 1

PART 1 TABLE OF CONTENTS v.30.0.3 Superseding v.30.0.2

Wisconsin Gas LLC FSS Agmt (#113715)	10.34
Wisconsin Electric Power Company FSS Agmt (#113729)	10.35
Wisconsin Electric Power Company ETS Agmt (#114091)	
Antero Resources Corporation FTS-1 Agmt (#125083)	10.37

Issued: February 13, 2015

Effective: February 13, 2015

Accepted:

## TABLE OF CONTENTS

## Original Volume No. 2

\_\_\_\_\_

Rate Schedule	Description	Sheet No.
	Summary of Rates	16
X-16	Exchange Agreement with Great Lakes Gas Transmission Company	151
X-18	Exchange Agreement with Natural Gas Pipeline Company of America and Phillips Petroleum Company	180
X-37	Exchange Agreement with Southern Natural Gas Company	278
X-62	Exchange Agreement with Transcontinental Gas Pipe Line Corporation	532
X-100	Transportation and Exchange Agreement with Great Lakes Gas Transmission Company	1122
X-101	Transportation and Exchange Agreement with Great Lakes Gas Transmission Company	1140
X-117	Transportation and Exchange Agreement with Great Lakes Gas Transmission Company	1384
X-132	Gas Displacement and Exchange Agreement with Michigan Consolidated Gas Company	1592

Issued: February 13, 2015

Effective: February 13, 2015

Accepted:

# **Appendix C**

## ANR Pipeline Company

## **Marked Amendments**

- Integrys Energy Services, Inc.
   Rate Schedule FTS-1 Service Agreement #111208
   Amendment No. 2
- Integrys Energy Services, Inc.
   Rate Schedule FTS-1 Service Agreement #114499
   Amendment No. 2

Amendment No:

02

#### **AMENDMENT**

Date: January 27, 2015

"Transporter": ANR PIPELINE COMPANY

"Shipper": <u>INTEGRYS</u> <del>WPS</del> ENERGY SERVICES, INC.

FTS-1 Contract No. 111208 dated December 16, 2004 ("Agreement") between Transporter and Shipper is amended effective February 13, 2015 as follows:

Shipper and Transporter have agreed to decrease the MDQ under this Agreement from 2,500 dth to 2,400 dth. An updated Primary Route Exhibit reflecting this change is attached.

#### 3. CONTRACT QUANTITIES: (amended and restated in its entirety)

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.

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 make such quantity changes without formal amendment by providing to Shipper a revised Exhibit for each contract affected.

#### 5. RATES: (amended and restated in its entirety)

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

Amendment No:

02

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.

A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Fixed Monthly Reservation Rate of \$4.2500 per dth and a Fixed Commodity Rate of \$0.0075. This rate shall be inclusive of any other fees or surcharges under Transporter's Tariff. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

Secondary Receipt(s): ML 7
Secondary Delivery(ies): ML 7

- B. Shipper shall have the right to change the Primary Delivery Point in accordance with Transporter's Tariff as it may be in effect from time-to-time and Transporter further agrees that Shipper shall retain the rates set forth in Paragraph 5.A above, provided Shipper is awarded its requested changed Delivery Point in accordance with Transporter's Tariff and Shipper changes its Primary Delivery Point to any Delivery Point within Transporter's ML-7 Zone.
- C. The mutually agreed upon rate for the use of any point not listed in Paragraph A and B above shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1 service. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

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 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 increased rates in whole or in part.

8. FURTHER AGREEMENT: (amended and restated in its entirety)

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 Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.

Amendment No:

02

- A. The rate for the Primary Route MDQ ("MDQ") as listed in the attached Primary Route Exhibit during the primary term hereof shall be a Fixed Monthly Reservation Rate of \$4.2500 per dth and a Fixed Commodity Rate of \$0.0075 per dth. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged ACA and Transporter's Use (Fuel) in accordance with Transporter's FERC Gas Tariff.
- B. Shipper shall have the right to change the Primary Delivery Point in accordance with Transporter's FERC Gas Tariff as it may be in effect from time to time and Transporter further agrees that Shipper shall retain the rates set forth in Paragraph 8.A above, provided Shipper is awarded its requested changed Delivery Point in accordance with Transporter's FERC Gas Tariff and Shipper changes its Primary Delivery Point to any Delivery Point within Transporter's ML-7-Zone.
- C. For all transportation service under this Agreement, Shipper and any Replacement Shipper(s) shall have the right to utilize any Secondary Receipt Points and Secondary Delivery Points within Transporter's ML 7 Zone at the rate and other charges set forth in Section 8.A.
- D. Except as otherwise provided herein, the mutually agreed upon rate for the use of any point not addressed in Sections 8.A, 8.B or 8.C above, as well as deliveries in excess of the contract MDQ, shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1 service. In addition, Shipper shall be charged ACA, Transporter's Use and any other fees or surcharges under Transporter's FERC Gas Tariff.
- E. Shipper shall be entitled to the Right of First Refusal provided for in Section 22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 22.2.

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

INTEGR "Shipper	YS WPS ENERGY SERVICES, INC.
Ву:	
Title:	
Date:	
ANR PIP ''Transpo	ELINE COMPANY orter"
Ву:	
Title:	Director, Commercial Services
Date:	

PRIMARY ROUTE EXHIBIT Rate Schedule: FTS-1

To Agreement Between Contract Date: December 16, 2004
ANR PIPELINE COMPANY (Transporter) Amendment Date: January 27, 2015

AND INTEGRYS WPS ENERGY SERVICES, INC. (Shipper)

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2015	28670 RANDOLPH TO: March 31, 2016	0	2400 2500	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2015	28670 RANDOLPH TO: October 31, 2015	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: <u>February 13, 2015</u>	28670 RANDOLPH TO: March 31, 2015	0	2400 2500	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2014	28670 RANDOLPH TO: <u>February 12, 2015</u> March	0 31, 2015	2500	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2014	28670 RANDOLPH TO: October 31, 2014	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2013	28670 RANDOLPH TO: March 31, 2014	0	2500	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2013	28670 RANDOLPH TO: October 31, 2013	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2012	28670 RANDOLPH TO: March 31, 2013	0	2500	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2012	28670 RANDOLPH TO: October 31, 2012	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2011	28670 RANDOLPH TO: March 31, 2012	0	2500	0

Contract No: 111208 Rate Schedule: FTS-1

## PRIMARY ROUTE EXHIBIT

To Agreement Between

ANR PIPELINE COMPANY (Transporter)

Amendment Date: January 27, 2015

Contract Date: December 16, 2004

AND INTEGRYS WPS ENERGY SERVICES, INC. (Shipper)

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2011	28670 RANDOLPH TO: October 31, 2011	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2010	28670 RANDOLPH TO: March 31, 2011	0	2500	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2010	28670 RANDOLPH TO: October 31, 2010	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2009	28670 RANDOLPH TO: March 31, 2010	0	2500	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2009	28670 RANDOLPH TO: October 31, 2009	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2008	28670 RANDOLPH TO: March 31, 2009	0	2500	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2008	28670 RANDOLPH TO: October 31, 2008	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2007	28670 RANDOLPH TO: March 31, 2008	0	2500	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2007	28670 RANDOLPH TO: October 31, 2007	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 10, 2006	28670 RANDOLPH TO: March 31, 2007	0	2500	0
153808	28670	0	0	0

PRIMARY ROUTE EXHIBIT

To Agreement Between

ANR PIPELINE COMPANY (Transporter)

AND INTEGRYS WPS ENERGY SERVICES, INC. (Shipper)

Rate Schedule: FTS-1

Contract Date: December 16, 2004

Amendment Date: January 27, 2015

Receipt Delivery Annual Location Location

Name

Name

MDQ

(DTH)

Winter MDQ (DTH) Summer MDQ (DTH)

RANDOLPH

ANRPL STORAGE FACILITIES FROM: November 01, 2006

TO: November 09, 2006

Amendment No:

02

#### **AMENDMENT**

Date: Jan

January 26, 2015

"Transporter":

ANR PIPELINE COMPANY

"Shipper":

INTEGRYS ENERGY SERVICES, INC.

FTS-1 Contract No. 114499 dated April 02, 2008 ("Agreement") between Transporter and Shipper is amended effective February 13, 2015 as follows:

Shipper and Transporter have agreed to change the Primary Delivery Point under this Agreement from Randolph to McFarland. An updated Primary Route Exhibit reflecting this change is attached.

**5. RATES:** (amended and restated in its entirety)

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.

A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Fixed Monthly Reservation Rate of \$5.3660 per dth and a Fixed Commodity Rate of \$0.0075. This rate shall be inclusive of any other fees or surcharges under Transporter's Tariff. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

Secondary Receipt(s): ML 7
Secondary Delivery(ies): ML 7

B. Shipper shall have the right to change the Primary Delivery Point in accordance with Transporter's Tariff as it may be in effect from time-to-time and Transporter further agrees that Shipper shall

Amendment No:

02

retain the rates set forth in Paragraph 5.A above, provided Shipper is awarded its requested changed Delivery Point in accordance with Transporter's Tariff and Shipper changes its Primary Delivery Point to any Delivery Point within Transporter's ML-7 Zone.

C. The mutually agreed upon rate for the use of any point not listed in Paragraph A an B above shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1 service. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

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.

#### **8. FURTHER AGREEMENT**: (amended and restated in its entirety)

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 Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.

- A. The rate for the Primary Route MDQ ("MDQ") as listed in the attached Primary Route Exhibit during the primary term hereof shall be a Fixed Monthly Reservation Rate of \$5.366 per dthmonth and a Fixed Commodity Rate of \$0.0075 per dth. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged ACA and Transporter's Use (Fuel) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.
- B. Shipper shall have the right to change the Primary Delivery Point in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time and Transporter further agrees that Shipper shall retain the rates set forth in Paragraph 8.A above, provided Shipper is awarded its requested changed Delivery Point in accordance with Transporter's FERC Gas Tariff and Shipper changes its Primary Delivery Point to any Delivery Point within Transporter's ML-7 Zone.

Amendment No:

<u>02</u>

- C. A Rate Schedule FTS-1 Shipper or Replacement Shipper paying a negotiated rate of \$0.1839 (FTS-1-100% Load Factor negotiated rate) shall have the right to utilize any Secondary Receipt Points and Secondary Delivery Points within Transporter's ML-7 Zone at no additional charge.
- D. Except as otherwise provided herein, the mutually agreed upon rate for the use of any point not addressed in Sections 8.A, 8.B or 8.C above, as well as deliveries in excess of the contract MDQ, shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1 service. In addition, Shipper shall be charged ACA, Transporter's Use, EPC and any other fees or surcharges under Transporter's FERC Gas Tariff.
- E. Shipper shall be entitled to the Right of First Refusal provided for in Section 22 of the General Term and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 22.2.

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

INTEGR' "Shipper'	YS ENERGY SERVICES, INC.
Ву:	
Title:	
Date:	
ANR PIP ''Transpo	ELINE COMPANY rter''
Ву:	
Title:	Director, Commercial Services
Date:	

PRIMARY ROUTE EXHIBIT

To Agreement Between

ANR PIPELINE COMPANY (Transporter)

AND INTEGRYS ENERGY SERVICES, INC. (Shipper)

Rate Schedule: FTS-1

Contract Date: April 02, 2008

Amendment Date: January 26, 2015

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: <u>February 13, 2015</u>	28676 <u>MCFARLAND</u> TO: October 31, 2019	500	0	0
277072 ALLIANCE/ANR INT FROM: December 01, 2009	28670 RANDOLPH TO: <u>February 12, 2015</u> Octob	500 e <del>r 31, 2019</del>	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2009	28670 RANDOLPH TO: November 30, 2009	0	0	0