



September 28, 2012

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

**ANR Pipeline Company**  
717 Texas Street, Suite 2400  
Houston, Texas 77002-2761

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/

Re: ANR Pipeline Company  
Non-Conforming Service Agreement  
Docket No. RP12-\_\_\_\_\_ -

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 the tariff sections listed in Appendix A to be part of its FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”), and the tariff record listed in Appendix A that includes one (1) amended Rate Schedule ETS (“ETS”) service agreement (“Agreement”), which contains terms that deviate from ANR’s Form of Service Agreement (“FSA”), entered into between ANR and Wisconsin Electric Power Company (“Wisconsin Electric”).<sup>2</sup> The Agreement included herein at Appendix A is being filed pursuant to the March 31, 2011, Settlement Agreement (“Settlement”) in Docket No. RP10-517-000 and subsequent August 4, 2011, Commission Order approving the uncontested Settlement,<sup>3</sup> as further described below. ANR requests that the Commission accept the proposed tariff sections and tariff record to become effective November 1, 2012.

---

<sup>1</sup> 18 C.F.R. Part 154 (2011).

<sup>2</sup> *Electronic Tariff Filings*, 124 FERC ¶ 61,270 (2008) (“Order No. 714”). Order No. 714 at P 42 states that “[N]on-conforming service agreements need not be divided, but can be filed as entire documents.” ANR has elected to file the tariff record included herein as a whole document, in PDF format.

<sup>3</sup> *Wisconsin Electric Power Company, et al. v. ANR Pipeline Company*, 136 FERC ¶ 61,080 (2011).

## 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 and Tariffs	* M. Catharine Davis Vice President, US Pipelines Law ANR Pipeline Company 717 Texas Street, Suite 2400 Houston, Texas 77002-2761 Tel. (832) 320-5509 Fax (832) 320-5555 E-mail: catharine_davis@transcanada.com
* Joan F. Collins Manager, Tariffs and Compliance ANR Pipeline Company 717 Texas Street, Suite 2400 Houston, Texas 77002-2761 Tel. (832) 320-5651 Fax (832) 320-6651 E-mail: joan_collins@transcanada.com	

\* Persons designated for official service pursuant to Rule 2010.

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

ANR is filing the Agreement, which contains terms that deviate from ANR's FSA, in addition to two (2) tariff sections reflecting the Agreement, in accordance with the terms of the Settlement.

### Background

On March 31, 2011, in Docket No. RP10-517-000, ANR and the Complainants<sup>4</sup> filed the Settlement, which resolved long-standing operational issues concerning ANR's need for gas receipts at ANR's interconnection with Viking Gas Transmission Company near Marshfield, Wisconsin. As a result of the unbundling required by Order No. 636, ANR needed to ensure gas receipts at its Marshfield receipt point in order to meet the firm requirements of shippers in western Wisconsin ("Marshfield Shippers"). The Settlement eliminated the need for the Marshfield Shippers to maintain 101,135 Dth per day of primary receipt capacity at that point and allowed them to move their primary receipt points pursuant to the Commission's open access flexible receipt and delivery point policies.

---

<sup>4</sup> The Complainants in Docket No. RP10-517-000 were Wisconsin Electric, Wisconsin Gas LLC, and Wisconsin Public Service Corporation.

As ANR explained in its Offer of Settlement and Explanatory Statement, critical to the Settlement was an agreement by the Marshfield Shippers to extend certain contracts, with agreed-to terms and conditions. The Settlement specified that the parties would enter into new contracts and would amend certain existing Marshfield Contracts<sup>5</sup> and Non-Marshfield Contracts.<sup>6</sup> The Settlement specified the terms and conditions that would be included in these contracts, including conditions precedent relating to construction of facilities, contract reduction rights, pressure commitments and rights of first refusal (“ROFR”). As stated above, the Commission approved the Settlement on August 4, 2011.

On September 30, 2011, in Docket No. RP11-2652-001, ANR filed six (6) service agreements contemplated by the Settlement that contained non-conforming provisions similar to those discussed herein. On October 27, 2011, the Commission accepted the service agreements to become effective November 1, 2011, as requested.<sup>7</sup>

On March 1, 2011, in Docket No. RP12-451-000, ANR filed 19 service agreements contemplated by the Settlement that contained non-conforming provisions similar to those discussed herein. On March 27, 2012, the Commission accepted the service agreements to become effective April 1, 2012, as requested.<sup>8</sup>

### Non-Conforming Agreement

By this filing, ANR is submitting one (1) further Agreement contemplated by the Settlement that contains provisions that deviate from ANR’s FSA, and two (2) tariff sections which reflect the addition of the Agreement to ANR’s Tariff, with a proposed effective date of November 1, 2012. The Agreement submitted herein, which represents a Non-Marshfield Contract as listed in Attachment B of the Settlement, is included in Appendix A, attached hereto.<sup>9</sup> Other agreements

---

<sup>5</sup> The Marshfield Contracts were listed in Attachment A included in the Settlement and comprise the transportation service capacity affected by the 2004 Marshfield Settlement. ANR Pipeline Company, Docket No. RP05-69-000 (December 13, 2004) (unpublished Director’s letter order).

<sup>6</sup> The Non-Marshfield Contracts were listed in Attachment B included in the Settlement.

<sup>7</sup> ANR Pipeline Company, Docket No. RP11-2652-001 (October 27, 2011) (unpublished Director’s letter order).

<sup>8</sup> ANR Pipeline Company, Docket No. RP12-451-000 (March 27, 2012) (unpublished Director’s letter order).

<sup>9</sup> The Agreement, Wisconsin Electric Contract No. 107895, is a service agreement that was a negotiated rate arrangement previously approved by the Commission, but which has been amended to reflect a discounted rate in accordance with the Settlement. The Agreement is not currently housed in ANR’s tariff Section 8 (Negotiated Rate Agreements), but is being added to tariff Section 10 (Non-Conforming Agreements) as part of the instant filing.

contemplated by the Settlement will be timely filed with the Commission for approval according to their respective effective dates.

The above-referenced Agreement has been redlined to show the non-conforming provisions and is included herein at Appendix C. These provisions include: (1) term extensions and terminations which are dependent upon the Settlement and the timing of the in-service date of the Marshfield Reduction Project (“MRP”) Facilities, for which approval has been granted, with conditions, in Docket No. CP11-539-000;<sup>10</sup> (2) contractual ROFR; (3) reduction options; and (4) rights to enhanced and improved services offered by ANR generally. Some of these provisions, such as items (1) and (2) above, are related directly to the Settlement, described in the Settlement, and/or have already been approved as part of the Settlement.<sup>11</sup>

Other provisions, including items (3) and (4) above, were included in the Agreement prior to the instant amendment. Although some of the provisions in the Further Agreement section contained in the Agreement are not in ANR’s current *pro forma* FSA verbatim, they are provided for and consistent with ANR’s Tariff, and in conformance with Commission policy. These provisions include a ROFR and contract reduction rights for both loss of load and regulatory unbundling.<sup>12</sup> These types of provisions, such as service enhancement rights, contractual ROFRs and reduction options have been previously approved by the Commission.<sup>13</sup>

ANR submits that all of the provisions in the filed Agreement that are not contained in ANR’s *pro forma* FSA either conform to ANR’s Tariff, are not material, or are acceptable material deviations. Commission approval of this Agreement, including the non-conforming provisions, is a required element of an approved Settlement that resolves long-standing and contentious issues on the ANR system. Consequently, ANR respectfully requests the Commission to accept this Agreement, and any non-conforming provisions contained therein, without condition or

---

<sup>10</sup> *ANR Pipeline Company*, 139 FERC ¶ 61,049 (2012).

<sup>11</sup> The Agreement includes term extensions and a termination provision consistent with paragraphs 16, 29, and 30, and a contractual ROFR consistent with paragraph 37, of the Settlement.

<sup>12</sup> These tariff provisions are located in Sections 6.22.2-GT&C, (ROFR) Eligibility; 6.32.1-GT&C, Loss of Load; and 6.32.3-GT&C, Regulatory Unbundling Order of ANR’s Tariff.

<sup>13</sup> See *ANR Pipeline Company*, 97 FERC ¶ 61,252 (2001) approving the service enhancement provision; and *ANR Pipeline Company*, Docket No. RP12-360-000 (February 23, 2012) (unpublished Director’s letter order) approving the contractual ROFR and reduction options provisions.

modification. ANR requests an effective date of November 1, 2012, for the Agreement and two (2) tariff sections filed herein. The remaining agreements referenced in the Settlement will be timely filed with the Commission for approval according to their respective effective dates.

### **Instant Filing**

To conform with Order No. 714,<sup>14</sup> and pursuant to Sections 154.112(b) and 154.201 of the Commission's regulations, ANR is including the Agreement in its entirety in Appendix A as tariff record 10.22 (Non-Conforming Agreements). The tariff record includes the original agreement and any subsequent amendments, and excludes any superseded or expired amendments. A marked version of the Agreement is provided in Appendix C. Additionally, a revised Section 1-Table of Contents and revised Section 6.28-GT&C, Non-conforming Agreements ("Section 6.28"), are submitted herein at Appendix A to reflect the housing of the Agreement in ANR's Tariff. Finally, as a housekeeping measure, ANR is concurrently deleting the listings of expired non-conforming agreements from nine (9) positions in Section 6.28, and reserving those locations for future use.

### **Effective Date**

ANR respectfully requests that the Commission accept the tariff sections and Agreement included in Appendix A to become effective November 1, 2012.

### **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:

---

<sup>14</sup> Order No. 714 at P 13 (2008). Order No. 714 states that "Existing agreements need to be filed electronically only when they are revised.

1. This transmittal letter;
2. Clean tariff sections and Agreement (Appendix A);
3. Marked tariff sections (Appendix B); and
4. Marked versions of the Agreement (Appendix C).

**Certificate of Service**

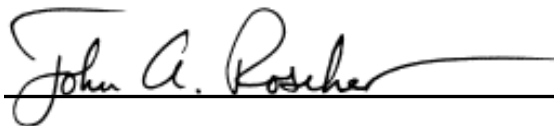
As required by Sections 154.7(b) and 154.208 of the Commission's regulations, copies of this filing are being served on all of ANR's existing customers and interested state regulatory agencies. A copy of this letter, together with the other attachments, is available during regular business hours for 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 and is positioned above a solid horizontal line.

John A. Roscher  
Director, Rates & Tariffs

Enclosures

**Appendix A**  
***ANR Pipeline Company***  
***FERC Gas Tariff, Third Revised Volume No. 1***  
**Clean Tariff**

<b><u>Tariff Sections</u></b>	<b><u>Version</u></b>
1 – TABLE OF CONTENTS	v.15.0.0
6.28 – GT&C, Non-conforming Agreements	v.4.0.0

**Tariff Record**

**Section 10 - Non-Conforming Agreements**

<u>Tariff Record</u>	<u>Shipper</u>	<u>Rate Schedule</u>	<u>Agreement</u>	<u>Version</u>
10.22	Wisconsin Electric Power Company	ETS	#107895	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 .....	4.1
Rate Schedule STS; Small Shipper ETS & FTS-1 .....	4.2
Rate Schedules FTS-1, FTS-4 & FTS-4L.....	4.3
Rate Schedules FTS-1 & ETS (WI 2009).....	4.4
Rate Schedule FTS-2 .....	4.5
Rate Schedule FTS-3 .....	4.6
Rate Schedule ITS .....	4.7
Rate Schedules ITS-3, IPLS & IWS.....	4.8
Rate Schedules FSS & DDS.....	4.9
Rate Schedules FSS & DDS (Cold Springs 1).....	4.10
Rate Schedules NNS & MBS .....	4.11
Base Rates: FTS-1, FTS-4, FTS-4L, ETS, PTS-2 & FTS-2 .....	4.12
Base Rate Components: FTS-3.....	4.13
Base Rate Components: ITS & PTS-3.....	4.14
Negotiated Rate Agreements - PTS-3.....	4.15
Statement of Surcharges.....	4.16
Deferred Transportation Cost Adjustment .....	4.17
Transporter's Use (%) .....	4.18
EPC Charge .....	4.19
Reserved for Future Use.....	4.20
Rate Schedules	
ETS (Enhanced Transportation Service).....	5.1
STS (Small Transportation Service) .....	5.2
FTS-1 (Firm Transportation Service) .....	5.3
FTS-2 (Firm Transportation Service) .....	5.4
FTS-3 (Firm Transportation Service) .....	5.5
FTS-4 (Firm Transportation Service) .....	5.6
FTS-4L (Firm Transportation Service).....	5.7



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).....	5.12
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) .....	5.17
PTS-3 (Pooling Transportation Service - Interruptible) .....	5.18
Southeast Area Gathering Service .....	5.19

#### General Terms and Conditions

Definitions .....	6.1
Requests for Transportation Service .....	6.2
Facilities Policy .....	6.3
Receipt and Delivery Point Options .....	6.4
Transportation Service .....	6.5
Nominations .....	6.6
Force Majeure.....	6.7
Operational Flow Order(s) .....	6.8
Priority of Requests for Service.....	6.9
Scheduling and Curtailment of Services .....	6.10
Pressure at Receipt Point(s) and Delivery Point(s).....	6.11
Measurement and Measurement Equipment .....	6.12
Quality.....	6.13
Allocation of Receipts and Deliveries, Daily Balancing .....	6.14
Cashout and Trading of Monthly Imbalances .....	6.15
Spot Price Index.....	6.16
Billing and Payment.....	6.17
Miscellaneous .....	6.18
Paper Pooling.....	6.19
Capacity Trading .....	6.20
Capacity Release Provisions .....	6.21
Right of First Refusal.....	6.22
Internet Site .....	6.23
Federal Energy Regulatory Commission Annual Charge Adjustment .....	6.24
Gas Research Institute Passthrough Provision .....	6.25
Deferred Transportation Cost Adjustment Provision .....	6.26
Negotiated Rates.....	6.27
Non-Conforming Agreements .....	6.28
Discounted Rates .....	6.29

Off-System Capacity.....	6.30
Crediting of Penalty Revenues .....	6.31
Reduction Options .....	6.32
Marshfield Contracts.....	6.33
Transporter's Use and Transporter's EPC Adjustment.....	6.34
Operational Purchases and Sales of Gas .....	6.35

#### 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 Liquefiabiles Agreement .....	7.3
Transportation Service Request Form .....	7.4
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) .....	8.2
Chevron USA Inc. FTS-1 Agmt (#113366).....	8.3
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113533) .....	8.4
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113540) .....	8.5
Tenaska Marketing Ventures FTS-1 Agmt (#116021).....	8.6
Wisconsin Electric Power Company ETS Agmt (#107897).....	8.7
Wisconsin Electric Power Company ETS Agmt (#107898).....	8.8
Madison Gas & Electric Company FTS-1 Agmt (#108251).....	8.9
Integrys Energy Services, Inc. FTS-1 Agmt (#117721) .....	8.10
Chevron U.S.A. Inc. FTS-1 Agmt (#113194).....	8.11
Tennessee Valley Authority IPLS Agmt (#114658).....	8.12
Badger Oil Corporation ITS Agmt (#118463) .....	8.13
LLOG Exploration Company, L.L.C. ITS Agmt (#118519) .....	8.14
SPN Resources, LLC ITS Agmt (#118518).....	8.15
Northern Indiana Public Service Company FSS Agmt (#107690).....	8.16
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113534) .....	8.17
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113541) .....	8.18
Madison Gas and Electric Company FSS Agmt (#117346) .....	8.19
NJR Energy Services Company FTS-1 Agmt (#111928).....	8.20
Integrys Energy Services, Inc. FTS-1 Agmt (#119376) .....	8.21
Tenaska Marketing Ventures FTS-1 Agmt (#113364).....	8.22
Dynamic Offshore Resources, LLC ITS Agmt (#119503).....	8.23

Non-Conforming Agreements with Negotiated Rates

Madison Gas and Electric Company FSS Agmt (#117357) .....	9.1
Wisconsin Gas LLC FSS Agmt (#107880).....	9.2
Wisconsin Gas LLC FSS Agmt (#107881).....	9.3
Wisconsin Electric Power Company FSS Agmt (#109225) .....	9.4
Wisconsin Electric Power Company FSS Agmt (#109226) .....	9.5
Wisconsin Electric Power Company FSS Agmt (#109227) .....	9.6
Wisconsin Gas LLC FSS Agmt (#118552).....	9.7

Non-Conforming Agreements

Wisconsin Gas LLC FTS-1 Agmt (#109212) .....	10.1
Wisconsin Electric Power Company FTS-1 Agmt (#109223).....	10.2
Wisconsin Gas LLC ETS Agmt (#109854) .....	10.3
Wisconsin Electric Power Company ETS Agmt (#112883).....	10.4
Wisconsin Gas LLC ETS Agmt (#112891) .....	10.5
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

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-64	Service Agreement with HIOS (High Island Offshore System)	566
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

## 6.28 NON-CONFORMING AGREEMENTS

1. Midland Cogeneration Venture Limited Partnership FTS-1 Agreements, dated August 30, 2001.  
  
Contract No. 106102
2. Reserved For Future Use.
3. Reserved For Future Use.
4. Reserved For Future Use.
5. Callon Petroleum Operating Company, Habanero Lease Dedication Agreement, dated December 1, 2003.
6. BP Exploration and Production Inc., Letter Agreement Regarding Natural Gas Reserve Commitment, dated September 1, 2002.
7. Kerr-McGee Oil & Gas Corp., Red Hawk Lease Dedication Agreement, dated September 12, 2002.
8. ExxonMobil Gas Marketing Company, Lease Dedication Agreement, dated November 1, 2002.
9. BP Exploration & Production, Inc., Red Hawk Lease Dedication Agreement, dated November 1, 2002.
10. Kerr-McGee Corporation, Lease Dedication Agreement (Baldpate/Conger, Garden Banks Area, Gulf of Mexico), dated February 1, 2003.
11. Conoco Phillips Company, Magnolia Lease Dedication Agreement, dated February 1, 2004.
12. Reserved For Future Use.
13. Reserved For Future Use.
14. Centra Gas Manitoba, Inc., FTS-1 Agreement, dated August 1, 2004.  
  
Contract No. 109713
15. Reserved For Future Use.

16. Reserved For Future Use.
17. Reserved For Future Use.
18. Indeck-Corinth Limited Partnership and ABN-AMRO Bank, N.V., Acknowledgement and Consent, dated August 1, 2005.
19. Indeck-Corinth Limited Partnership and General Electric Capital Corporation, Acknowledgement and Consent, dated August 31, 2005.
20. Reserved For Future Use.
21. Midland Cogeneration Venture Limited Partnership, FTS-1 Agreements, dated May 23, 2006.  
  
Contract Nos. 112546, 112547
22. Wisconsin Gas LLC, FTS-1 Agreement, dated April 21, 2003.  
  
Contract No. 109212
23. Wisconsin Electric Power Company, FTS-1 Agreement, dated April 21, 2003.  
  
Contract No. 109223
24. Wisconsin Gas LLC, ETS Agreement, dated October 17, 2003.  
  
Contract No. 109854
25. Wisconsin Electric Power Company, ETS Agreement, dated October 24, 2006.  
  
Contract No. 112883
26. Wisconsin Gas LLC, ETS Agreement, dated October 26, 2006.  
  
Contract No. 112891
27. Wisconsin Gas LLC, ETS Agreement, dated August 25, 2011.  
  
Contract No. 118840
28. Wisconsin Gas LLC, ETS Agreement, dated June 27, 2002.  
  
Contract Nos. 107877, 107879

29. Wisconsin Gas LLC, FSS Agreement, dated June 26, 2002.  
Contract Nos. 107880, 107881
30. Wisconsin Electric Power Company, ETS Agreement, dated June 27, 2002.  
Contract Nos. 107895, 107899
31. Wisconsin Gas LLC, NNS Agreement, dated June 27, 2002.  
Contract No. 107995
32. Wisconsin Electric Power Company, NNS Agreement, dated June 27, 2002.  
Contract No. 107997
33. Wisconsin Gas LLC, FSS Agreement, dated April 21, 2003.  
Contract Nos. 109210, 109211
34. Wisconsin Gas LLC, ETS Agreement, dated April 21, 2003.  
Contract No. 109218
35. Wisconsin Electric Power Company, ETS Agreement, dated April 21, 2003.  
Contract No. 109222
36. Wisconsin Electric Power Company, FSS Agreement, dated April 21, 2003.  
Contract Nos. 109225, 109226, 109227
37. Wisconsin Gas LLC, FSS Agreement, dated July 22, 2011.  
Contract No. 118552
38. Wisconsin Electric Power Company, ETS Agreement, dated July 22, 2011.  
Contract Nos. 118787, 118789
39. Wisconsin Gas LLC, ETS Agreement, dated July 22, 2011.  
Contract Nos. 118793, 118794

40. Tennessee Valley Authority, FTS-3 Agreement, dated July 23, 2008.

Contract Nos. 114655, 114656



Enhanced Transportation Service Agreement  
Rate Schedule ETS

Wisconsin Electric Power Company  
(#107895)

Agreement Effective Date: November 1, 2003  
Amendment No. 6 Effective Date: November 1, 2012

Date: June 27, 2002

Contract No.: 107895

**EXHIBIT B22 TO THE PRECEDENT AGREEMENT**

**ETS 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)

284G

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

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:**

November 01, 2003 to

October 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.

**Date: June 27, 2002**

**Contract No.: 107895**

- 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, the rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit during the primary term hereof shall be a fixed Monthly Reservation Rate of \$4.8580 per dth and the fixed Commodity Rate shall be \$.0075 per dth. 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 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 Reservation 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.

Date: June 27, 2002

Contract No.: 107895

- D. Shipper shall have the right to change the Primary Points in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time, and Transporter further agrees Shipper shall retain the rates set forth in Paragraph 5.C above provided Shipper is awarded its requested changed Primary Point in accordance with Transporter's FERC Gas Tariff and (i) Shipper changes the Primary Receipt Point to a point in the original contract path, (ii) Shipper changes the Primary Delivery Point to any gate station or group of gate stations operated by Shipper and/or Wisconsin Gas Company, or (iii) Shipper changes the Primary Receipt Point to any Receipt Point within the ANR Joliet Hub. Transporter agrees that for purposes of Section 2.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff, the fact that Shipper is not paying maximum rates, or that a change in Primary Point to a point specified above may reduce the economic value of this Agreement, shall not be a reason to deny a request made under this section, provided the remaining provisions of Section 2.4 otherwise have been satisfied.
- E. The rate for Secondary Receipts and Deliveries within a zone that is traversed by Shipper's contract path shall be the rate and other charges set forth in Section 5.C. The rate for Secondary Receipts and Deliveries outside a zone that is traversed by Shipper's contract path shall be the rate and other charges set forth in Section 5.C plus the incremental Maximum Reservation and Commodity Rates under Rate Schedule ETS for all zones traversed that are outside the contract path.
- F. Except as otherwise provided herein, the mutually agreed upon rate for the use of any point not addressed in Section 5.C, 5.D, or 5.E, as well as deliveries in excess of the contract MDQ, shall be ANR's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under ETS service. In addition, Shipper shall be charged ACA, Transporter's Use, Dakota, Transition Costs and any other fees or surcharges under Transporter's FERC Gas Tariff.

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: June 27, 2002**

**Contract No.: 107895**

**TRANSPORTER:**

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

**SHIPPER:**

WISCONSIN ELECTRIC POWER COMPANY  
333 W. EVERETT ST. A308  
MILWAUKEE, WI 53290-0001  
Attention: RICHARD QUICK  
Telephone: 414-221-5345  
Fax: 414-221-5351

**INVOICES AND STATEMENTS:**

WISCONSIN ELECTRIC POWER COMPANY  
333 W. EVERETT ST. A308  
MILWAUKEE, WI 53290-0001  
Attention: BOB PLATTETER  
Telephone: 414-221-2895  
Fax: 414-221-5351

**NOMINATIONS:**

WISCONSIN ELECTRIC POWER COMPANY  
333 W. EVERETT ST. A308  
MILWAUKEE, WI 53290-0001  
Attention: JAMES VOSS  
Telephone: 414-221-5349  
Fax: 414-221-5352

**Date: June 27, 2002**

**Contract No.: 107895**

**ALL OTHER MATTERS:**

WISCONSIN ELECTRIC POWER COMPANY  
333 W. EVERETT ST. A308  
MILWAUKEE, WI 53290-0001  
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 Primary Route 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 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 27, 2002

Contract No.: 107895

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:                     *CP Cole*                    

Title:           Sr. VP - Distribution Operations          

Date:           10/01/02          

*9 30 02*  
*OFF*

**TRANSPORTER: ANR PIPELINE COMPANY**

By:                     *Joseph E Pollard*                    

Title:           Agent and Attorney-in-Fact          

Date:           10/14/02          

*LH*

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

Contract No: 107895  
Rate Schedule: ETS  
Contract Date: June 26, 2002  
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
2610 JOLIET (NGPL) FROM: November 01, 2009	11616 FARWELL (DELIVERY) TO: October 31, 2010	0	0	330
2610 JOLIET (NGPL) FROM: November 01, 2008	11616 FARWELL (DELIVERY) TO: October 31, 2009	0	0	825
2610 JOLIET (NGPL) FROM: November 01, 2007	11616 FARWELL (DELIVERY) TO: October 31, 2008	0	0	1,320
2610 JOLIET (NGPL) FROM: November 01, 2006	11616 FARWELL (DELIVERY) TO: October 31, 2007	0	0	1,815
2610 JOLIET (NGPL) FROM: November 01, 2005	11616 FARWELL (DELIVERY) TO: October 31, 2006	0	0	2,310
2610 JOLIET (NGPL) FROM: November 01, 2004	11616 FARWELL (DELIVERY) TO: October 31, 2005	0	0	2,805
2610 JOLIET (NGPL) FROM: November 01, 2003	11616 FARWELL (DELIVERY) TO: October 31, 2004	0	0	3,300

WISC EPC - GRP 1 shall consist of all of Wisconsin Electric Power Company's gate stations located in the state of Wisconsin.



Contract No: 107895  
Amendment No: 06

#### AMENDMENT

Date: July 22, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN ELECTRIC POWER COMPANY

ETS Contract No. 107895 dated June 27, 2002 (“Agreement”) between Transporter and Shipper is amended effective November 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 November 1, 2012 through October 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 October 31, 2021.
- 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 October 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 October 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: 107895  
Amendment No: 06

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 ELECTRIC POWER COMPANY  
333 W. Everett Street - A308  
Milwaukee, Wisconsin 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, Wisconsin 53203  
Attention: GLORIA GRABARCZYK

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

Contract No: 107895  
Amendment No: 06

4) Shipper and Transporter have agreed to replace Section 8. **FURTHER AGREEMENT** in its entirety with the following:

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 at current Maximum Tariff Rates, with the Monthly Reservation Rate capped at a rate not to exceed a \$4.858 per dth plus the applicable Commodity Rate per Transporter's FERC Gas Tariff. The rate charged will at no time exceed the 100% Load Factor Rate of \$0.1672 per dth ("Rate Cap"). Subject to the Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rates, nor more than Transporter's Maximum Tariff Rate, for the applicable service. This rate is 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 ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost).

Secondary Receipt(s): All ML 7 Receipts  
Secondary Delivery(ies): All ML 7 Deliveries

- B. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under ETS service. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's FERC Gas Tariff.
- C. As to each of the expiring seasonal quantities set forth in the Primary Route Exhibit, 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. Rates for this service agreement will remain unchanged in the event primary delivery point(s) are amended to other point(s) within Wisconsin, to Guardian/Cedar, or to any future interconnection of Transporter's and Guardian Pipeline LLC's facilities at anytime within the primary term of the service agreement.
- E. 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: 107895  
Amendment No: 06

- F. Shipper shall have the right to change the Primary Points in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time, and Transporter further agrees Shipper shall retain the rates set forth in Section 8.A. of this Agreement provided Shipper is awarded its requested changed Primary Delivery Point in accordance with Transporter's FERC Gas Tariff and Shipper changes its Primary Delivery Point to any gate station or group of gate stations operated by Shipper and/or Wisconsin Gas L.L.C. in the state of Wisconsin. Transporter agrees that for the purposes of Section 6.2.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff, the fact that Shipper is not paying maximum rates, or that a change in Primary Point to a point specified above may reduce the economic value of this Agreement, shall not be reason to deny a request made under this section, provided the remaining provisions of Section 6.2.4 otherwise have been satisfied.
- G. 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.

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

**WISCONSIN ELECTRIC POWER COMPANY**

"Shipper"

By: *Ralph Mochel*

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

Date: 09/16/11

**ANR PIPELINE COMPANY**

"Transporter"

By: *Joseph E Pollard*

Title: Director, - Commercial Services

Date: 9/22/11

*AS* 9-20-11  
*cc* 9-21-11

Legal  
*DR* 9/12/11  
Date

*JEP*  
9/12/11

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

Contract No: 107895  
Rate Schedule: ETS  
Contract Date: June 27, 2002  
Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
2610 JOLIET (NGPL) FROM: November 01, 2020	11616 FARWELL (DELIVERY) TO: October 31, 2021	0	0	495
2610 JOLIET (NGPL) FROM: November 01, 2019	11616 FARWELL (DELIVERY) TO: October 31, 2020	0	0	1980
2610 JOLIET (NGPL) FROM: November 01, 2018	11616 FARWELL (DELIVERY) TO: October 31, 2019	0	0	1980
2610 JOLIET (NGPL) FROM: November 01, 2017	11616 FARWELL (DELIVERY) TO: October 31, 2018	0	0	1980
2610 JOLIET (NGPL) FROM: November 01, 2016	11616 FARWELL (DELIVERY) TO: October 31, 2017	0	0	1980
2610 JOLIET (NGPL) FROM: November 01, 2015	11616 FARWELL (DELIVERY) TO: October 31, 2016	0	0	1980
2610 JOLIET (NGPL) FROM: November 01, 2014	11616 FARWELL (DELIVERY) TO: October 31, 2015	0	0	1980
2610 JOLIET (NGPL) FROM: November 01, 2013	11616 FARWELL (DELIVERY) TO: October 31, 2014	0	0	1980
2610 JOLIET (NGPL) FROM: November 01, 2012	11616 FARWELL (DELIVERY) TO: October 31, 2013	0	0	1980
2610 JOLIET (NGPL) FROM: November 01, 2011	11616 FARWELL (DELIVERY) TO: October 31, 2012	0	0	1980

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

Contract No: 107895  
Rate Schedule: ETS  
Contract Date: June 27, 2002  
Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
2610 JOLIET (NGPL) FROM: November 01, 2010	11616 FARWELL (DELIVERY) TO: October 31, 2011	0	0	1980
2610 JOLIET (NGPL) FROM: November 01, 2009	11616 FARWELL (DELIVERY) TO: October 31, 2010	0	0	2805
2610 JOLIET (NGPL) FROM: November 01, 2008	11616 FARWELL (DELIVERY) TO: October 31, 2009	0	0	2805
2610 JOLIET (NGPL) FROM: November 01, 2007	11616 FARWELL (DELIVERY) TO: October 31, 2008	0	0	2805
2610 JOLIET (NGPL) FROM: November 01, 2006	11616 FARWELL (DELIVERY) TO: October 31, 2007	0	0	2805
2610 JOLIET (NGPL) FROM: November 01, 2005	11616 FARWELL (DELIVERY) TO: October 31, 2006	0	0	2805
2610 JOLIET (NGPL) FROM: November 01, 2003	11616 FARWELL (DELIVERY) TO: October 31, 2005	0	0	3300

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

**Tariff Sections**

**Version**

1 – TABLE OF CONTENTS	v.15.0.0
6.28 – GT&C, Non-conforming Agreements	v.4.0.0

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 .....	4.1
Rate Schedule STS; Small Shipper ETS & FTS-1 .....	4.2
Rate Schedules FTS-1, FTS-4 & FTS-4L.....	4.3
Rate Schedules FTS-1 & ETS (WI 2009).....	4.4
Rate Schedule FTS-2 .....	4.5
Rate Schedule FTS-3 .....	4.6
Rate Schedule ITS .....	4.7
Rate Schedules ITS-3, IPLS & IWS.....	4.8
Rate Schedules FSS & DDS.....	4.9
Rate Schedules FSS & DDS (Cold Springs 1).....	4.10
Rate Schedules NNS & MBS .....	4.11
Base Rates: FTS-1, FTS-4, FTS-4L, ETS, PTS-2 & FTS-2 .....	4.12
Base Rate Components: FTS-3.....	4.13
Base Rate Components: ITS & PTS-3.....	4.14
Negotiated Rate Agreements - PTS-3.....	4.15
Statement of Surcharges.....	4.16
Deferred Transportation Cost Adjustment .....	4.17
Transporter's Use (%) .....	4.18
EPC Charge .....	4.19
Reserved for Future Use.....	4.20
Rate Schedules	
ETS (Enhanced Transportation Service).....	5.1
STS (Small Transportation Service) .....	5.2
FTS-1 (Firm Transportation Service) .....	5.3
FTS-2 (Firm Transportation Service) .....	5.4
FTS-3 (Firm Transportation Service) .....	5.5
FTS-4 (Firm Transportation Service) .....	5.6
FTS-4L (Firm Transportation Service).....	5.7



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).....	5.12
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) .....	5.17
PTS-3 (Pooling Transportation Service - Interruptible) .....	5.18
Southeast Area Gathering Service .....	5.19

#### General Terms and Conditions

Definitions .....	6.1
Requests for Transportation Service .....	6.2
Facilities Policy .....	6.3
Receipt and Delivery Point Options .....	6.4
Transportation Service .....	6.5
Nominations .....	6.6
Force Majeure.....	6.7
Operational Flow Order(s) .....	6.8
Priority of Requests for Service.....	6.9
Scheduling and Curtailment of Services .....	6.10
Pressure at Receipt Point(s) and Delivery Point(s).....	6.11
Measurement and Measurement Equipment .....	6.12
Quality.....	6.13
Allocation of Receipts and Deliveries, Daily Balancing .....	6.14
Cashout and Trading of Monthly Imbalances .....	6.15
Spot Price Index.....	6.16
Billing and Payment.....	6.17
Miscellaneous .....	6.18
Paper Pooling.....	6.19
Capacity Trading .....	6.20
Capacity Release Provisions .....	6.21
Right of First Refusal.....	6.22
Internet Site .....	6.23
Federal Energy Regulatory Commission Annual Charge Adjustment .....	6.24
Gas Research Institute Passthrough Provision .....	6.25
Deferred Transportation Cost Adjustment Provision .....	6.26
Negotiated Rates.....	6.27
Non-Conforming Agreements .....	6.28
Discounted Rates .....	6.29

Off-System Capacity.....	6.30
Crediting of Penalty Revenues .....	6.31
Reduction Options .....	6.32
Marshfield Contracts.....	6.33
Transporter's Use and Transporter's EPC Adjustment.....	6.34
Operational Purchases and Sales of Gas .....	6.35

#### 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 Liquefiabiles Agreement .....	7.3
Transportation Service Request Form .....	7.4
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) .....	8.2
Chevron USA Inc. FTS-1 Agmt (#113366).....	8.3
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113533) .....	8.4
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113540) .....	8.5
Tenaska Marketing Ventures FTS-1 Agmt (#116021).....	8.6
Wisconsin Electric Power Company ETS Agmt (#107897).....	8.7
Wisconsin Electric Power Company ETS Agmt (#107898).....	8.8
Madison Gas & Electric Company FTS-1 Agmt (#108251).....	8.9
Integrys Energy Services, Inc. FTS-1 Agmt (#117721) .....	8.10
Chevron U.S.A. Inc. FTS-1 Agmt (#113194).....	8.11
Tennessee Valley Authority IPLS Agmt (#114658).....	8.12
Badger Oil Corporation ITS Agmt (#118463) .....	8.13
LLOG Exploration Company, L.L.C. ITS Agmt (#118519) .....	8.14
SPN Resources, LLC ITS Agmt (#118518).....	8.15
Northern Indiana Public Service Company FSS Agmt (#107690).....	8.16
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113534) .....	8.17
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113541) .....	8.18
Madison Gas and Electric Company FSS Agmt (#117346) .....	8.19
NJR Energy Services Company FTS-1 Agmt (#111928).....	8.20
Integrys Energy Services, Inc. FTS-1 Agmt (#119376) .....	8.21
Tenaska Marketing Ventures FTS-1 Agmt (#113364).....	8.22
Dynamic Offshore Resources, LLC ITS Agmt (#119503).....	8.23

Non-Conforming Agreements with Negotiated Rates

Madison Gas and Electric Company FSS Agmt (#117357) .....	9.1
Wisconsin Gas LLC FSS Agmt (#107880).....	9.2
Wisconsin Gas LLC FSS Agmt (#107881).....	9.3
Wisconsin Electric Power Company FSS Agmt (#109225) .....	9.4
Wisconsin Electric Power Company FSS Agmt (#109226) .....	9.5
Wisconsin Electric Power Company FSS Agmt (#109227) .....	9.6
Wisconsin Gas LLC FSS Agmt (#118552).....	9.7

Non-Conforming Agreements

Wisconsin Gas LLC FTS-1 Agmt (#109212) .....	10.1
Wisconsin Electric Power Company FTS-1 Agmt (#109223).....	10.2
Wisconsin Gas LLC ETS Agmt (#109854) .....	10.3
Wisconsin Electric Power Company ETS Agmt (#112883).....	10.4
Wisconsin Gas LLC ETS Agmt (#112891) .....	10.5
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
<u>Wisconsin Electric Power Company ETS Agmt (#107895).....</u>	<u>10.22</u>

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-64	Service Agreement with HIOS (High Island Offshore System)	566
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

## 6.28 NON-CONFORMING AGREEMENTS

1. Midland Cogeneration Venture Limited Partnership FTS-1 Agreements, dated August 30, 2001.

Contract No. 106102

2. ~~Reserved For Future Use, Madison Gas and Electric Company,~~

~~ETS Agreements, dated October 29, 2001.~~

~~Contract Nos. 106450, 106454, 106456, 106460, 106466, 106468, 106469, 106470~~

~~FTS-1 Agreements, dated October 29, 2001.~~

~~Contract Nos. 106458, 106482, 106483, 106484, 106485, 106486, 106487, 106488~~

~~FSS Agreements, dated October 29, 2001.~~

~~Contract Nos. 106463, 106465~~

~~NNS Agreement, dated October 29, 2001.~~

~~Contract No. 106455~~

3. ~~Reserved For Future Use, Michigan Consolidated Gas Company, ETS Agreements, dated November 1, 2003.~~

~~Contract Nos. 108184, 108185~~

4. ~~Reserved For Future Use, Dynegy Marketing and Trade, FTS-3 Agreement, dated April 1, 2003.~~

~~Contract No. 108993~~

5. Callon Petroleum Operating Company, Habanero Lease Dedication Agreement, dated December 1, 2003.

6. BP Exploration and Production Inc., Letter Agreement Regarding Natural Gas Reserve Commitment, dated September 1, 2002.

7. Kerr-McGee Oil & Gas Corp., Red Hawk Lease Dedication Agreement, dated September 12, 2002.

8. ExxonMobil Gas Marketing Company, Lease Dedication Agreement, dated November 1, 2002.
9. BP Exploration & Production, Inc., Red Hawk Lease Dedication Agreement, dated November 1, 2002.
10. Kerr-McGee Corporation, Lease Dedication Agreement (Baldpate/Conger, Garden Banks Area, Gulf of Mexico), dated February 1, 2003.
11. Conoco Phillips Company, Magnolia Lease Dedication Agreement, dated February 1, 2004.
12. ~~Reserved For Future Use. Constellation NE WI, FTS-1 Agreement, dated November 1, 2004.~~  
  
~~Contract No. 109836~~
13. ~~Reserved For Future Use. Noble Energy, Inc., Boris Lease Dedication Agreement, dated March 1, 2004.~~
14. Centra Gas Manitoba, Inc., FTS-1 Agreement, dated August 1, 2004.  
  
Contract No. 109713
15. ~~Reserved For Future Use. Constellation Newenergy Gas Division WI, FTS-1 Agreements dated November 1, 2004.~~  
  
~~Contract Nos. 110990, 111009~~
16. ~~Reserved For Future Use. Conoco Phillips Company, K2 Lease Dedication Agreement, dated April 15, 2005.~~
17. ~~Reserved For Future Use. ENI Petroleum Exploration Co. Inc., K2 Lease Dedication Agreement, dated April 19, 2005.~~
18. Indeck-Corinth Limited Partnership and ABN-AMRO Bank, N.V., Acknowledgement and Consent, dated August 1, 2005.
19. Indeck-Corinth Limited Partnership and General Electric Capital Corporation, Acknowledgement and Consent, dated August 31, 2005.
20. ~~Reserved For Future Use. Constellation Newenergy Gas Division, WI, FTS-1 Agreement, dated June 28, 2005.~~

~~Contract No. 111780~~

21. Midland Cogeneration Venture Limited Partnership, FTS-1 Agreements, dated May 23, 2006.

Contract Nos. 112546, 112547

22. Wisconsin Gas LLC, FTS-1 Agreement, dated April 21, 2003.

Contract No. 109212

23. Wisconsin Electric Power Company, FTS-1 Agreement, dated April 21, 2003.

Contract No. 109223

24. Wisconsin Gas LLC, ETS Agreement, dated October 17, 2003.

Contract No. 109854

25. Wisconsin Electric Power Company, ETS Agreement, dated October 24, 2006.

Contract No. 112883

26. Wisconsin Gas LLC, ETS Agreement, dated October 26, 2006.

Contract No. 112891

27. Wisconsin Gas LLC, ETS Agreement, dated August 25, 2011.

Contract No. 118840

28. Wisconsin Gas LLC, ETS Agreement, dated June 27, 2002.

Contract Nos. 107877, 107879

29. Wisconsin Gas LLC, FSS Agreement, dated June 26, 2002.

Contract Nos. 107880, 107881

30. Wisconsin Electric Power Company, ETS Agreement, dated June 27, 2002.

Contract Nos. 107895, 107899

31. Wisconsin Gas LLC, NNS Agreement, dated June 27, 2002.

Contract No. 107995

32. Wisconsin Electric Power Company, NNS Agreement, dated June 27, 2002.

Contract No. 107997

33. Wisconsin Gas LLC, FSS Agreement, dated April 21, 2003.

Contract Nos. 109210, 109211

34. Wisconsin Gas LLC, ETS Agreement, dated April 21, 2003.

Contract No. 109218

35. Wisconsin Electric Power Company, ETS Agreement, dated April 21, 2003.

Contract No. 109222

36. Wisconsin Electric Power Company, FSS Agreement, dated April 21, 2003.

Contract Nos. 109225, 109226, 109227

37. Wisconsin Gas LLC, FSS Agreement, dated July 22, 2011.

Contract No. 118552

38. Wisconsin Electric Power Company, ETS Agreement, dated July 22, 2011.

Contract Nos. 118787, 118789

39. Wisconsin Gas LLC, ETS Agreement, dated July 22, 2011.

Contract Nos. 118793, 118794

40. Tennessee Valley Authority, FTS-3 Agreement, dated July 23, 2008.

Contract Nos. 114655, 114656



**Appendix C**  
***ANR Pipeline Company***  
**Marked Agreement**

- 1) Wisconsin Electric Power Company  
Rate Schedule ETS Service Agreement Amendment No. 06 (#107895)

**AMENDMENT**

Date: ~~May 21, 2009~~ July 22, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN ELECTRIC POWER COMPANY

ETS Contract No. 107895 dated June 27, 2002 ("Agreement") between Transporter and Shipper is amended effective ~~November 01, 2009~~ November 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 November 1, 2012 through October 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 October 31, 2021.

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 October 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 October 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.

~~In accordance with Section 8.A. of this Agreement, Shipper and Transporter have agreed to Shipper's request to retain 495 dth of its expiring capacity of 495 dth, which would have expired on October 31, 2009, through October 31, 2010. An updated Primary Route Exhibit reflecting this change is attached.~~

- 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.

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, Texas 77002-2761  
Attention: Commercial Services  
~~ANR PIPELINE COMPANY~~  
~~9 GREENWAY PLAZA~~  
~~HOUSTON, TX 77046-0995~~  
Attention: ~~TRANSPORTATION SERVICES~~

**SHIPPER:**

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

Telephone: 414-221-5345  
Fax: ~~414-221-5351~~262-523-7908

**INVOICES AND STATEMENTS:**

WISCONSIN ELECTRIC POWER COMPANY  
GAS SUPPLY & FINANCE  
~~333 W. EVERETT STREET A308~~231 W. MICHIGAN STREET – PSB-P277  
MILWAUKEE, WI 53203  
Attention: ~~BOB PLATT~~TETERGLORIA GRABARCZYK

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

4) Shipper and Transporter have agreed to replace Section 8. FURTHER AGREEMENT in its entirety with the following:

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 at current Maximum Tariff Rates, with the Monthly Reservation Rate capped at a rate not to exceed a \$4.858 per dth plus the applicable Commodity Rate per Transporter's FERC Gas Tariff. The rate charged will at no time exceed the 100% Load Factor Rate of \$0.1672 per dth ("Rate Cap"). Subject to the Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rates, nor more than Transporter's Maximum Tariff Rate, for the applicable service. This rate is 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 ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost).

Secondary Receipt(s): All ML 7 Receipts  
Secondary Delivery(ies): All ML 7 Deliveries

B. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under ETS service. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's FERC Gas Tariff.

~~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>im</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, the rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit during the primary term hereof shall be a fixed Monthly Reservation Rate of \$4.8580 per dth and the fixed Commodity Rate shall be \$.0075 per dth. 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 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 Reservation 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.~~

~~D. Shipper shall have the right to change the Primary Points in accordance with Transporter's FERC Gas Tariff as it may be in effect from time to time, and Transporter further agrees Shipper shall retain the rates set forth in Paragraph 5.C above provided Shipper is awarded its requested changed Primary Point in accordance with Transporter's FERC Gas Tariff and (i) Shipper changes the Primary Receipt Point to a point in the original contract path, (ii) Shipper changes the Primary Delivery Point to any gate station or group of gate stations operated by Shipper and/or Wisconsin Gas Company, (iii) Shipper changes the Primary Receipt Point to any Receipt Point within the ANR Joliet Hub. Transporter agrees that for purposes of Section 2.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff, the fact that Shipper is not paying maximum rates, or that a change in Primary Point to a point specified above may reduce the economic value of this Agreement, shall not be a reason to deny a request made under this section, provided the remaining provisions of Section 2.4 otherwise have been satisfied.~~

~~E. The rate for Secondary Receipts and Deliveries within a zone that is traversed by Shipper's contract path shall be the rate and other charges set forth in Section 5.C. The rate for Secondary Receipts and Deliveries outside a zone that is traversed by Shipper's contract path shall be the rate and other charges set forth in Section 5.C plus the incremental Maximum Reservation and Commodity Rates under Rate Schedule ETS for all zones traversed that are outside the contract path.~~

~~F. Except as otherwise provided herein, the mutually agreed upon rate for the use of any point not addressed in Section 5.C, 5.D, or 5.E, as well as deliveries in excess of the contract MDQ, shall be ANR's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under ETS service. In addition, Shipper shall be charged ACA, Transporter's Use, Dakota, Transition Costs and any other fees or surcharges under Transporter's FERC Gas Tariff.~~

C. As to each of the expiring seasonal quantities set forth in the Primary Route Exhibit, 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.

As to each of the expiring seasonal quantities set forth in the Primary Route 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 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.

- D. Rates for this service agreement will remain unchanged in the event primary delivery point(s) are amended to other point(s) within Wisconsin, to Guardian/Cedar, or to any future interconnection of Transporter's and Guardian Pipeline LLC's facilities at anytime within the primary term of the service agreement.
- E. 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.
- F. Shipper shall have the right to change the Primary Points in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time, and Transporter further agrees Shipper shall retain the rates set forth in Section 8.A. of this Agreement provided Shipper is awarded its requested changed Primary Delivery Point in accordance with Transporter's FERC Gas Tariff and Shipper changes its Primary Delivery Point to any gate station or group of gate stations operated by Shipper and/or Wisconsin Gas L.L.C. in the state of Wisconsin. Transporter agrees that for the purposes of Section 6.2.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff, the fact that Shipper is not paying maximum rates, or that a change in Primary Point to a point specified above may reduce the economic value of this Agreement, shall not be reason to deny a request made under this section, provided the remaining provisions of Section 6.2.4 otherwise have been satisfied.
- G. 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.

~~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.~~

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: \_\_\_\_\_

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

**PRIMARY ROUTE EXHIBIT**

To Agreement Between

**ANR PIPELINE COMPANY (Transporter)**

2009 July 22, 2011

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

Contract No: 107895  
 Rate Schedule: ETS  
 Contract Date: June 27, 2002  
 Amendment Date: ~~May 21,~~

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
2610 JOLIET (NGPL) FROM: November 01, 2020	11616 FARWELL (DELIVERY) TO: October 31, 2021	0	0	495
2610 JOLIET (NGPL) FROM: November 01, 2019	11616 FARWELL (DELIVERY) TO: October 31, 2020	0	0	1980
2610 JOLIET (NGPL) FROM: November 01, 2018	11616 FARWELL (DELIVERY) TO: October 31, 2019	0	0	1980
2610 JOLIET (NGPL) FROM: November 01, 2017	11616 FARWELL (DELIVERY) TO: October 31, 2018	0	0	1980
2610 JOLIET (NGPL) FROM: November 01, 2016	11616 FARWELL (DELIVERY) TO: October 31, 2017	0	0	1980
2610 JOLIET (NGPL) FROM: November 01, 2015	11616 FARWELL (DELIVERY) TO: October 31, 2016	0	0	1980
2610 JOLIET (NGPL) FROM: November 01, 2014	11616 FARWELL (DELIVERY) TO: October 31, 2015	0	0	1980
2610 JOLIET (NGPL) FROM: November 01, 2013	11616 FARWELL (DELIVERY) TO: October 31, 2014	0	0	1980
2610 JOLIET (NGPL) FROM: November 01, 2012	11616 FARWELL (DELIVERY) TO: October 31, 2013	0	0	<del>495</del> 1980
2610 JOLIET (NGPL) FROM: November 01, 2011	11616 FARWELL (DELIVERY) TO: October 31, 2012	0	0	1980
2610 JOLIET (NGPL) FROM: November 01, 2010	11616 FARWELL (DELIVERY) TO: October 31, 2011	0	0	1980
2610 JOLIET (NGPL) FROM: November 01, 2009	11616 FARWELL (DELIVERY) TO: October 31, 2010	0	0	2805



**PRIMARY ROUTE EXHIBIT**

To Agreement Between

**ANR PIPELINE COMPANY (Transporter)**

~~2009~~ July 22, 2011

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

Contract No: 107895

Rate Schedule: ETS

Contract Date: June 27, 2002

Amendment Date: ~~May 21,~~

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
2610 JOLIET (NGPL) FROM: November 01, 2008	11616 FARWELL (DELIVERY) TO: October 31, 2009	0	0	2805
2610 JOLIET (NGPL) FROM: November 01, 2007	11616 FARWELL (DELIVERY) TO: October 31, 2008	0	0	2805
2610 JOLIET (NGPL) FROM: November 01, 2006	11616 FARWELL (DELIVERY) TO: October 31, 2007	0	0	2805
2610 JOLIET (NGPL) FROM: November 01, 2005	11616 FARWELL (DELIVERY) TO: October 31, 2006	0	0	2805
2610 JOLIET (NGPL) FROM: November 01, 2003	11616 FARWELL (DELIVERY) TO: October 31, 2005	0	0	3300