



October 30, 2015

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

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Re: ANR Pipeline Company  
Negotiated Rate Agreements  
Docket No. RP16- -

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”) hereby tenders for filing and acceptance revised tariff section “Part 1 – Table of Contents” to be part of its FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”), and certain tariff records that include five (5) negotiated rate service agreements and four (4) negotiated rate service amendments, all of which are included as Appendix A.<sup>2</sup> ANR respectfully requests that the Commission approve the tariff section, Agreements, and Amendments to become effective November 1, 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:

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<sup>1</sup> 18 C.F.R. Part 154 (2015).

<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.” The tariff records include one (1) Rate Schedule NNS, one (1) Rate Schedule FSS and three (3) Rate Schedule FTS-1 agreements (collectively, “Agreements”), and one (1) Rate Schedule FTS-1 and three (3) Rate Schedule ETS agreement amendments (collectively, “Amendments”). ANR has elected to file the Agreements and Amendments included herein as whole documents, in PDF format.

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

On May 28, 1999, in Docket No. RP99-301-000,<sup>3</sup> the Commission approved 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 Section 6.27, paragraph 2, ANR is submitting for filing the referenced Agreements and Amendments. ANR advises that no undisclosed agreements, etc., are linked to the Agreements and Amendments.<sup>4</sup> Furthermore, the Agreements and three (3) of the four (4) Amendments included in the instant filing do not contain any provision that is either non-conforming or a material deviation from the applicable Form of Service Agreement in ANR's Tariff.<sup>5</sup> However, amended Wisconsin Electric Power Company ("WEPCO") Contract No. 124961, included herein, was previously filed and accepted as a negotiated rate agreement containing non-conforming provisions in Docket No. RP15-1-000.<sup>6</sup>

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

<sup>4</sup> ANR has elected to report the Agreements and Amendments by filing them in accordance with Section 6.27 of the General Terms and Conditions of its Tariff. The Agreements 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.

<sup>5</sup> Specifically, Part 7.1 – Service Agreements, Transporter's Firm Rate Schedules.

<sup>6</sup> *ANR Pipeline Company*, Docket No. RP15-1-000 (October 29, 2014) (unpublished Directors Letter Order). Wisconsin Electric Power Company Contract No. 124961, as amended herein, reflects a revised receipt point. The non-conforming provisions previously accepted by the Commission in Docket No. RP15-1-000 remain unchanged.

## Agreements

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

- ANR is filing Nexen Marketing U.S.A. Inc. (“Nexen”) Contract No. 113538 as a Rate Schedule FTS-1 (“FTS-1”) negotiated rate service agreement because the parties have agreed that the rate components for the Primary Route MDQ as listed in the Primary Route Exhibit shall include a Fixed Monthly Reservation Rate of \$4.2500 per Dth and the applicable Commodity Rate. This rate shall be inclusive of any other applicable fees or surcharges in accordance with ANR’s Tariff. Contract No. 113538 is included in Appendix A as tariff record 8.58.<sup>7</sup>
- ANR is filing Nexen Contract No. 113545 as an FTS-1 negotiated rate service agreement because the parties have agreed that the rate components for the Primary Route MDQ as listed in the Primary Route Exhibit shall include a Fixed Monthly Reservation Rate of \$4.2500 per Dth and the applicable Commodity Rate. This rate shall be inclusive of any other applicable fees or surcharges in accordance with ANR’s Tariff. Contract No. 113545 is included in Appendix A as tariff record 8.59.<sup>8</sup>
- ANR is filing WEPCO Contract No. 126187 as a Rate Schedule NNS (“NNS”) negotiated rate service agreement because the parties have agreed that the rate components for the Primary Route No Notice Entitlement as listed in the Primary Route Exhibit shall include a Fixed Monthly Reservation Rate of \$6.2500 per Dth and a Fixed Commodity Rate of \$0.0150. Contract No. 126187 is included in Appendix A as tariff record 8.60.
- ANR is filing WEPCO Contract No. 126188 as a Rate Schedule FSS (“FSS”) negotiated rate service agreement because the parties have agreed that the rate components for the storage service shall be a Fixed Deliverability Rate of \$3.0000 per Dth per month for MDWQ, a Fixed Capacity Rate of \$0.4000 per Dth per month of MSQ divided by twelve, and a Fixed Commodity Rate for injection or withdrawal charges of \$0.0126. This rate shall be inclusive of any other applicable fees or surcharges in accordance with ANR’s Tariff. Contract No. 126188 is included in Appendix A as tariff record 8.61.
- ANR is filing Constellation Energy Services, Inc. (“Constellation”) Contract No. 126712 as a Rate Schedule FTS-1 (“FTS-1”) negotiated rate service agreement because the parties have agreed that the rate components for the Primary Route MDQ as listed in the

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<sup>7</sup> On May 21, 2010, in Docket No. RP10-753-000, Nexen and J. Aron & Company (“J. Aron”) (collectively, the “Petitioners”) filed a Joint Petition for Temporary Waivers of Capacity Release Regulations and Related Pipeline Tariff Provisions. Petitioners filed for the waivers in order to facilitate Nexen’s exit of its U.S. physical natural gas marketing and trading business by the transfer of its related assets as an integrated package to J. Aron. The Nexen contract described herein is included in the schedule of transportation contracts that are to be transferred effective as of the “Closing Date” as defined in the Business Sale Agreement between Nexen and J. Aron. That agreement specified August 1, 2010, as the Closing Date if certain conditions were satisfied, including the waivers sought by the Petitioners in Docket No. RP10-753-000. On June 29, 2010, the Commission granted the Petitioners’ request for the temporary waivers (*Petitioners*, 131 FERC ¶ 61,282) (2010).

<sup>8</sup> *Ibid.*

Primary Route Exhibit and secondary receipts/deliveries shall include 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 applicable fees or surcharges in accordance with ANR's Tariff. Contract No. 126712 is included in Appendix A as tariff record 8.62.

### Amendments

ANR is filing the Amendments to reflect revisions to two (2) negotiated rate agreements between ANR and WEPCO, one (1) negotiated rate agreement between ANR and Constellation, and one (1) negotiated rate agreement between ANR and Wisconsin Public Service Corporation ("WPS"), as more fully described below:

- ANR has agreed to allow WEPCO to change its primary receipt point for ETS negotiated rate Contract No. 111284 to Will County/INT #246067 effective November 1, 2015, and has updated the Primary Route Exhibit to reflect this change. Contract No. 111284 is included in Appendix A as tariff record 8.63.<sup>9</sup>
- ANR has agreed to allow WPS to change its primary receipt point for ETS negotiated rate Contract No. 111864 to Will County/INT #246067 effective November 1, 2015, and has updated the Primary Route Exhibit to reflect this change. Contract No. 111864 is included in Appendix A as tariff record 8.64.<sup>10</sup>
- ANR has agreed to allow Constellation<sup>11</sup> to decrease the contract Maximum Daily Quantity for FTS-1 negotiated rate Contract No. 115492 by 600 Dth effective November 1, 2015, and update the Primary Route Exhibit to reflect this change. The 600 Dth MDQ reduction in this contract is being transferred to Constellation's new FTS-1 negotiated rate Contract No. 126712, submitted herein and included in Appendix A as tariff record 8.62. Contract No. 115492 is included in Appendix A as tariff record 8.65.<sup>12</sup>
- ANR has agreed to allow WEPCO to change its primary receipt point for ETS negotiated rate Contract No. 124961 to Will County/INT #246067 effective November 1, 2015, and has updated the Primary Route Exhibit to reflect this change. Contract No. 124961 is included in Appendix A as tariff record 9.29.<sup>13</sup>

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<sup>9</sup> ANR originally filed ETS Contract No. 111284 with the Commission as an agreement containing negotiated rates in *ANR Pipeline Company*, Docket No. RP99-301-140 (April 12, 2006) (unpublished Director's Letter Order).

<sup>10</sup> ANR originally filed ETS Contract No. 111864 with the Commission as a service agreement containing negotiated rates in *ANR Pipeline Company*, Docket No. RP99-301-140 (April 12, 2006) (unpublished Director's Letter Order).

<sup>11</sup> ANR initially entered into Contract No. 115492 with Integrys Energy Services, Inc. ("Integrys"). However, on November 1, 2014, Integrys was acquired by Constellation with the name change effective April 1, 2015. As a result, the amendment to Contract No. 115492 reflects Constellation as the shipper.

<sup>12</sup> ANR originally filed ETS Contract No. 115492 with the Commission as an agreement containing negotiated rates in *ANR Pipeline Company*, Docket No. RP99-301-232 (March 16, 2009) (unpublished Director's Letter Order).

<sup>13</sup> Contract No. 124961 was previously filed as a non-conforming agreement containing negotiated rates, as described above in Footnote 6. The tariff record 9.29 submitted herein at Appendix A supersedes the tariff record previously filed, in its entirety.

To conform with Order No. 714, ANR is submitting the Agreements and Amendments<sup>14</sup> individually and in their entirety as tariff records. 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, revised Section 1 - Table of Contents is submitted herein at Appendix A to reflect the housing of the tariff records in ANR's Tariff. ANR is requesting that the Commission approve the tariff section, Agreements (Appendix A tariff records 8.58, 8.59, 8.60, 8.61, and 8.62), and Amendments (Appendix A tariff records 8.63, 8.64, 8.65, and 9.29), to become effective November 1, 2015.

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

ANR respectfully requests that the Commission approve the tariff section, Agreements, and Amendments included in Appendix A to become effective November 1, 2015, and respectfully requests waiver of Section 154.207 of the Commission's regulations to allow for this effective date.<sup>15</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. A clean tariff section, and tariff records (Appendix A);
3. A marked tariff section (Appendix B); and

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<sup>14</sup> Order No. 714 at P 13. Order No. 714 states that "...all new...agreements must be filed using the standards. Existing agreements need to be filed electronically only when they are revised."

<sup>15</sup> See *Statement of Policy on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Services of Natural Gas Pipelines*, 74 FERC ¶ 61,176 at 61,241-242 (1996) (indicating that the Commission will "readily grant requests to waive the 30-day notice requirement").

4. Marked versions of the Amendments (Appendix C).

**Certificate of Service**

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

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

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

Respectfully submitted,  
ANR PIPELINE COMPANY

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

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John A. Roscher  
Director, Rates, Tariffs, and Certificates

Enclosures

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

**Tariff Sections**

**Version**

1 – TABLE OF CONTENTS

v.30.0.7

**Tariff Records**

**Section 8 - Negotiated Rate Agreements**

<u>Tariff Record</u>	<u>Shipper</u>	<u>Rate Schedule</u>	<u>Agreement</u>	<u>Version</u>
8.58	Nexen Marketing U.S.A. Inc.	FTS-1	#113538	v.0.0.0
8.59	Nexen Marketing U.S.A. Inc.	FTS-1	#113545	v.0.0.0
8.60	Wisconsin Electric Power Company	NNS	#126187	v.0.0.0
8.61	Wisconsin Electric Power Company	FSS	#126188	v.0.0.0
8.62	Constellation Energy Services, Inc.	FTS-1	#126712	v.0.0.0
8.63	Wisconsin Electric Power Company	ETS	#111284	v.3.0.0
8.64	Wisconsin Public Service Corporation	ETS	#111864	v.3.0.0
8.65	Constellation Energy Services, Inc.	FTS-1	#115492	v.1.0.0

**Section 9 - Non-Conforming Agreements with Negotiated Rates**

<u>Tariff Record</u>	<u>Shipper</u>	<u>Rate Schedule</u>	<u>Agreement</u>	<u>Version</u>
9.29	Wisconsin Electric Power Company	FSS	#124961	v.1.0.0

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
Reserved For Future Use .....	6.33
Transporter's Use and Transporter's EPC Adjustment.....	6.34
Operational Purchases and Sales of Gas .....	6.35
Reservation Charge Credits .....	6.36

#### 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
Integrays Energy Services, Inc. FTS-1 Agmt (#122183) .....	8.7
Integrays Energy Services, Inc. FTS-1 Agmt (#122184) .....	8.8
Madison Gas & Electric Company FTS-1 Agmt (#108251) .....	8.9
Integrays 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
Integrays 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
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113535) .....	8.24

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).....	8.31
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) .....	8.35
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).....	8.38
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
Integrys Energy Services, Inc. FTS-1 Agmt (#125898) .....	8.44
Integrys Energy Services, Inc. FTS-1 Agmt (#125899) .....	8.45
Integrys Energy Services, Inc. FTS-1 Agmt (#125900) .....	8.46
Integrys Energy Services, Inc. FTS-1 Agmt (#125906) .....	8.47
Integrys Energy Services, Inc. FTS-1 Agmt (#125907) .....	8.48
Integrys Energy Services, Inc. FTS-1 Agmt (#125910) .....	8.49
Integrys Energy Services, Inc. FTS-1 Agmt (#125911) .....	8.50
Integrys Energy Services, Inc. FTS-1 Agmt (#125912) .....	8.51
Integrys Energy Services, Inc. FTS-1 Agmt (#125913) .....	8.52
Integrys Energy Services, Inc. FTS-1 Agmt (#125914) .....	8.53
Integrys Energy Services, Inc. FTS-1 Agmt (#125915) .....	8.54
Integrys Energy Services, Inc. FTS-1 Agmt (#125916) .....	8.55
Integrys Energy Services, Inc. FTS-1 Agmt (#125917) .....	8.56
Wisconsin Electric Power Company NNS Agmt (#109977).....	8.57
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113538) .....	8.58
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113545) .....	8.59
Wisconsin Electric Power Company NNS Agmt (#126187).....	8.60
Wisconsin Electric Power Company FSS Agmt (#126188).....	8.61
Constellation Energy Services, Inc. FTS-1 Agmt (#126712).....	8.62
Wisconsin Electric Power Company ETS Agmt (#111284).....	8.63
Wisconsin Public Service Corporation ETS Agmt (#111864) .....	8.64
Constellation Energy Services, Inc. FTS-1 Agmt (#115492).....	8.65

### 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
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) .....	9.17
Wisconsin Electric Power Company ETS Agmt (#107893) .....	9.18
Madison Gas and Electric Company FTS-1 Agmt (#114512) .....	9.19
Chevron U.S.A. Inc. PTS-2 Agmt (#107146) .....	9.20
BHP Billiton Petroleum (Deepwater) Inc. PTS-2 Agmt (#107147) .....	9.21
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) .....	10.1
Wisconsin Electric Power Company FTS-1 Agmt (#109223) .....	10.2
Wisconsin Gas LLC ETS Agmt (#109854) .....	10.3
Reserved For Future Use .....	10.4
Reserved For Future Use .....	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
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).....	10.30
Wisconsin Electric Power Company FSS Agmt (#107900).....	10.31
Wisconsin Electric Power Company FSS Agmt (#107901).....	10.32
Wisconsin Gas LLC ETS Agmt (#113710) .....	10.33
Wisconsin Gas LLC FSS Agmt (#113715) .....	10.34
Wisconsin Electric Power Company FSS Agmt (#113729).....	10.35
Wisconsin Electric Power Company ETS Agmt (#114091).....	10.36
Antero Resources Corporation FTS-1 Agmt (#125083).....	10.37
CNX Gas Company LLC FTS-1 Agmt (#125723).....	10.38
CNX Gas Company LLC FTS-1 Agmt (#125724).....	10.39
Rice Energy Marketing LLC FTS-1 Agmt (#125852) .....	10.40
Rice Energy Marketing LLC FTS-1 Agmt (#125853) .....	10.41
Rice Energy Marketing LLC FTS-1 Agmt (#125854) .....	10.42

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

Firm Transportation Service Agreement  
Rate Schedule FTS-1

Nexen Marketing U.S.A. Inc.  
(#113538)

Agreement Effective Date: November 1, 2015

Date: July 11, 2007

Contract No.: 113538

### FTS - 1 SERVICE AGREEMENT

This AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and NEXEN MARKETING U.S.A. 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.

4. **TERM OF AGREEMENT:**

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,



**Date: July 11, 2007**

**Contract No.: 113538**

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

**TRANSPORTER:**

ANR PIPELINE COMPANY  
717 TEXAS AVENUE  
HOUSTON, TX 77002  
Attention: TRANSPORTATION SERVICES

**SHIPPER:**

NEXEN MARKETING U.S.A. INC.  
801 7TH AVE. SW  
SUITE 1700  
CALGARY ALBERTA, CD T2P 3P7  
Attention: MERRILL SCHMITT

Telephone: 403-699-4090  
Fax: 403-699-5752

Date: July 11, 2007

Contract No.: 113538

**INVOICES AND STATEMENTS:**

NEXEN MARKETING U.S.A. INC.  
801 7TH AVE. SW  
SUITE 1700  
CALGARY ALBERTA, CD T2P 3P7  
Attention: GAS ACCOUNTING

Telephone: 403-699-4028  
Fax: 403-699-5705

**8. FURTHER AGREEMENT:**

- 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 \$4.25 per dth and the applicable Commodity Rate. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged any applicable ACA and Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.

Secondary Receipt(s): None  
Secondary Delivery(ies): None

- B. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be ANR's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1service. 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. In addition, if one rate component which was at or below the applicable Maximum Rate at the time this discount agreement was executed subsequently exceeds the applicable Maximum Rate due to a change in Transporter's Maximum Rates so that such rate component must be adjusted downward to equal the new applicable Maximum Rate, then other rate components may be adjusted upward to achieve the agreed overall rate, as long as none of the resulting rate components exceeds the Maximum Rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission Order accepts revised tariff sheet rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during

Date: July 11, 2007

Contract No.: 113538

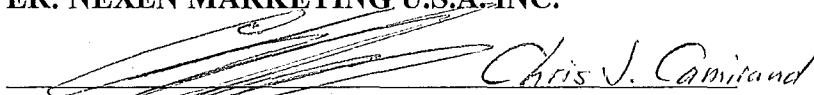
which rates that had been charged under a discount agreement exceeded rates, which ultimately are found to be just and reasonable.

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

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: NEXEN MARKETING U.S.A. INC.

By:

 Chris J. Camitand

Title:

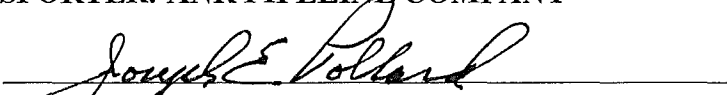
Director, Marketing + Structured Products

Date:

July 31, 2007

TRANSPORTER: ANR PIPELINE COMPANY

By:

 Joseph E. Pollard

Title:

Agent and Attorney-in-Fact

Date:

8/6/07

edc 8/2/07.  
E/S 8/6/07

**PRIMARY ROUTE EXHIBIT**  
**To Agreement Between**  
**ANR PIPELINE COMPANY (Transporter)**  
**AND NEXEN MARKETING U.S.A. INC. (Shipper)**

Contract No: 113538  
Rate Schedule: FTS-1  
Contract Date: July 11, 2007  
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2015	243097 ANR JOLIET HUB TO: March 31, 2016	0	26712	0

Firm Transportation Service Agreement  
Rate Schedule FTS-1

Nexen Marketing U.S.A. Inc.  
(#113545)

Agreement Effective Date: November 1, 2015

Date: July 12, 2007

Contract No.: 113545

### FTS - 1 SERVICE AGREEMENT

This AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and NEXEN MARKETING U.S.A. 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.

4. **TERM OF AGREEMENT:**

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,

**Date: July 12, 2007**

**Contract No.: 113545**

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

**TRANSPORTER:**

ANR PIPELINE COMPANY  
717 TEXAS AVENUE  
HOUSTON, TX 77002  
Attention: TRANSPORTATION SERVICES

**SHIPPER:**

NEXEN MARKETING U.S.A. INC.  
801 7TH AVE. SW  
SUITE 1700  
CALGARY ALBERTA, CD T2P 3P7  
Attention: MERRILL SCHMITT

Telephone: 403-699-4090  
Fax: 403-699-5752

Date: July 12, 2007

Contract No.: 113545

**INVOICES AND STATEMENTS:**

NEXEN MARKETING U.S.A. INC.  
801 7TH AVE. SW  
SUITE 1700  
CALGARY ALBERTA, CD T2P 3P7  
Attention: GAS ACCOUNTING

Telephone: 403-699-4028

Fax: 403-699-5705

**8. FURTHER AGREEMENT:**

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 \$4.25 per dth and the applicable Commodity Rate. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged any applicable ACA and Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.

Secondary Receipt(s): None

Secondary Delivery(ies): None

B. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be ANR's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1service. 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. In addition, if one rate component which was at or below the applicable Maximum Rate at the time this discount agreement was executed subsequently exceeds the applicable Maximum Rate due to a change in Transporter's Maximum Rates so that such rate component must be adjusted downward to equal the new applicable Maximum Rate, then other rate components may be adjusted upward to achieve the agreed overall rate, as long as none of the resulting rate components exceeds the Maximum Rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission



Date: July 12, 2007

Contract No.: 113545

Order accepts revised tariff sheet rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates, which ultimately are found to be just and reasonable.

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

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: NEXEN MARKETING U.S.A. INC.

By:

 Chris J. Camirand

Title:

Director, Marketing + Structured Products

Date:

July 31, 2007

TRANSPORTER: ANR PIPELINE COMPANY

By:

 Joseph E. Pollard

Title:

Agent and Attorney-in-Fact

Date:

8/6/07

adc 8/2/07.  
CD 8/6/07.

**PRIMARY ROUTE EXHIBIT**  
**To Agreement Between**  
**ANR PIPELINE COMPANY (Transporter)**  
**AND NEXEN MARKETING U.S.A. INC. (Shipper)**

Contract No: 113545  
Rate Schedule: FTS-1  
Contract Date: July 12, 2007  
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2015	243097 ANR JOLIET HUB TO: March 31, 2016	0	20000	0

Firm Transportation Service Agreement  
Rate Schedule NNS

Wisconsin Electric Power Company  
(#126187)

Agreement Effective Date: November 1, 2015

Date: April 02, 2015

Contract No.: 126187

### NNS SERVICE AGREEMENT

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

WHEREAS, Shipper has requested Transporter to transport Gas on its behalf and Transporter represents that it is willing to transport Gas under the terms and conditions of this Agreement.

NOW, THEREFORE, Transporter and Shipper agree that the terms below, together with the terms and conditions of Transporter's applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff constitute the Transportation Service to be provided and the rights and obligations of Shipper and Transporter.

1. **AUTHORITY FOR TRANSPORTATION SERVICE:**

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

2. **RATE SCHEDULE: No Notice Service (NNS)**

3. **CONTRACT QUANTITIES:**

Contract Quantities - see Exhibit attached hereto.

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

4. **TERM OF AGREEMENT:**

November 01, 2015 to

March 31, 2019

Right of First Refusal:

Contractual (in accordance with 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)

Date: April 02, 2015

Contract No.: 126187

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.

The rate for the Primary Route No Notice Entitlement as listed in the attached Primary Route Exhibit shall be a Fixed Monthly Reservation Rate of \$6.2500 per dth and a Fixed Commodity Rate of \$0.0150.

6. **INCORPORATION BY REFERENCE:**

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

7. **NOTICES:**

All notices can be given by telephone or other electronic means, however, such notice shall be confirmed in writing at the addresses below or through Transporter's Internet website. Shipper or Transporter may change the addresses below by written notice to the other without the necessity of amending this agreement:

**TRANSPORTER:**

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

Date: April 02, 2015

Contract No.: 126187

**SHIPPER:**

WISCONSIN ELECTRIC POWER COMPANY  
333 W EVERETT STREET, A308  
MILWAUKEE, WI 53203  
Attention: MARY ANN PRAGER

Telephone: 414-221-5204  
FAX: 262-523-7908  
E-mail: mary-ann.prager@we-energies.com

**INVOICES AND STATEMENTS:**

WISCONSIN ELECTRIC POWER COMPANY  
333 W EVERETT STREET, A308  
MILWAUKEE, WI 53203  
Attention: MARY ANN PRAGER

Telephone: 414-221-5204  
FAX: 262-523-7908  
E-mail: mary-ann.prager@we-energies.com

8. **FURTHER AGREEMENT:**

None.

Date: April 02, 2015

Contract No.: 126187

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

SHIPPER: WISCONSIN ELECTRIC POWER COMPANY

By: *Mark Matthew*

Title: Sr. VP

Date: 4-15-15

TRANSPORTER: ANR PIPELINE COMPANY

By: *Jim P. Jacobsh*

Title: Director, Commercial Services

Date: 4-27-15

*JFC*  
*4/16/15*

*BB 4/22/15*  
*cc 4/23/15.*

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

Contract No: 126187  
 Rate Schedule: NNS  
 Contract Date: April 02, 2015  
 Amendment Date:

Primary Delivery Location No.	Primary Delivery Location Name	MDQ (DTH)
384136	HARTFORD EAST	
FROM: November 01, 2018	TO: March 31, 2019	15192
	GROUP TOTAL	15192
384136	HARTFORD EAST	
FROM: April 01, 2018	TO: October 31, 2018	15192
	GROUP TOTAL	15192
384136	HARTFORD EAST	
FROM: November 01, 2017	TO: March 31, 2018	25192
	GROUP TOTAL	25192
384136	HARTFORD EAST	
FROM: April 01, 2017	TO: October 31, 2017	15192
	GROUP TOTAL	15192
384136	HARTFORD EAST	
FROM: November 01, 2016	TO: March 31, 2017	25192
	GROUP TOTAL	25192
384136	HARTFORD EAST	
FROM: April 01, 2016	TO: October 31, 2016	15192
	GROUP TOTAL	15192
384136	HARTFORD EAST	
FROM: November 01, 2015	TO: March 31, 2016	25192
	GROUP TOTAL	25192



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

Contract No: 126187  
Rate Schedule: NNS  
Contract Date: April 02, 2015  
Amendment Date:

Agreement Number	Priority Number
---------------------	--------------------

\*\* Designated FSS Storage Account Agreement(s): \*\*

126188	01
FROM: November 1, 2015	TO: October 31, 2019
113473	02
FROM: November 1, 2015	TO: October 31, 2018
117594	03
FROM: November 1, 2015	TO: October 31, 2018

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

Contract No: 126187  
Rate Schedule: NNS  
Contract Date: April 02, 2015  
Amendment Date:

Agreement Number	Priority Number
---------------------	--------------------

**\*\* NNS Storage Transportation Agreement(s): \*\***

126183	01
FROM: November 1, 2015	TO: October 31, 2019

113479	02
FROM: November 1, 2015	TO: October 31, 2018

Firm Storage Service Agreement  
Rate Schedule FSS

Wisconsin Electric Power Company  
(#126188)

Agreement Effective Date: November 1, 2015

Date: April 02, 2015

Contract No.: 126188

### FSS SERVICE AGREEMENT

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

WHEREAS, Shipper has requested Transporter to transport Gas on its behalf and Transporter represents that it is willing to transport Gas under the terms and conditions of this Agreement.

NOW, THEREFORE, Transporter and Shipper agree that the terms below, together with the terms and conditions of Transporter's applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff constitute the Transportation Service to be provided and the rights and obligations of Shipper and Transporter.

1. **AUTHORITY FOR TRANSPORTATION SERVICE:**

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

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

3. **CONTRACT QUANTITIES:**

Contract Quantities- see Exhibit attached hereto.

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

Date: April 02, 2015

Contract No.: 126188

Shipper desires to maintain the MDQ delivered to the city gate from storage in the event of a change in Transporter's Use %. Therefore, subject to available capacity, if Transporter's Use %, as stated in Transporter's Tariff changes, Transporter shall (a) make corresponding changes to the MSQ, Base MDWQ and Base MDIQ of Shipper's FSS Agreement; and (b) if elected below, any necessary changes to the MDQ of the injection route(s) of a firm transport agreement(s), associated with such FSS Agreement. Shipper authorizes Transporter to make such quantity changes without formal amendment by providing to Shipper a revised Exhibit for each contract affected.

Shipper elects changes per subpart (a) only.

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

4. **TERM OF AGREEMENT:**

November 01, 2015 to

March 31, 2019

Right of First Refusal:

Contractual (in accordance with 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)

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

Date: April 02, 2015

Contract No.: 126188

to participate fully in rate or other proceedings by intervention or otherwise to contest changes in rates in whole or in part.

The rate for storage service shall be a fixed Deliverability rate of \$3.0000 per dth per month for MDWQ, a fixed Capacity rate of \$0.4000 per dth per month of MSQ divided by twelve and a fixed Commodity rate for injection or withdrawal charges of \$0.0126. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric 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 Transporter's Internet website. Shipper or Transporter may change the addresses below by written notice to the other without the necessity of amending this agreement:

**TRANSPORTER:**

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

**SHIPPER:**

WISCONSIN ELECTRIC POWER COMPANY  
333 W EVERETT STREET, A308  
MILWAUKEE, WI 53203  
Attention: MARY ANN PRAGER

Telephone: 414-221-5204  
FAX: 262-523-7908  
E-mail: mary-ann.prager@we-energies.com

Date: April 02, 2015

Contract No.: 126188

**INVOICES AND STATEMENTS:**

WISCONSIN ELECTRIC POWER COMPANY  
333 W EVERETT STREET, A308  
MILWAUKEE, WI 53203  
Attention: MARY ANN PRAGER

Telephone: 414-221-5204  
FAX: 262-523-7908  
E-mail: mary-ann.prager@we-energies.com

**8. FURTHER AGREEMENT:**

None.

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

SHIPPER: WISCONSIN ELECTRIC POWER COMPANY

By: *Mark Matthews*  
Title: SR. VP  
Date: 4-15-15

TRANSPORTER: ANR PIPELINE COMPANY

By: *Sam J. Joseph*  
Title: Director, Commercial Services  
Date: 4-27-15

*JFC*  
*4/16/15*

*BB 4/22/15*  
*ec 4/23/15*

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

Contract No: 126188  
Rate Schedule: FSS  
Contract Date: April 02, 2015  
Amendment Date:

Effective Start: November 01, 2015  
Effective End: March 31, 2019

Annual Service  
Unratcheted Service

	MDQ
	(Dth)
Maximum Storage Quantity (MSQ)	768300
Base Maximum Daily Withdrawal Quantity (BMDWQ)	15366
Base Maximum Daily Injection Quantity (BMDIQ)	3842
Cyclability	1090986

W=Withdrawal ;I=Injection

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.



Firm Transportation Service Agreement  
Rate Schedule FTS-1

Constellation Energy Services, Inc.  
(#126712)

Agreement Effective Date: November 1, 2015

Date: October 12, 2015

Contract No.: 126712

### FTS - 1 SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and CONSTELLATION 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:**

November 01, 2015 to

October 31, 2016

**Right of First Refusal:**

Contractual (in accordance with 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)

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): 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 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 or 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: October 12, 2015**

**Contract No.: 126712**

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 Transporter's Internet website. Shipper or Transporter may change the addresses below by written notice to the other without the necessity of amending this agreement:

---

**TRANSPORTER:**

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

**SHIPPER:**

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

Telephone: 920-617-6096  
FAX: 920-617-6070  
E-mail: Patrick.selsmeyer@constellation.com

**INVOICES AND STATEMENTS:**

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

**Date: October 12, 2015**

**Contract No.: 126712**

Telephone: 777-111-3232  
FAX:  
E-mail: gascontrol@constellation.com

**8. FURTHER AGREEMENT:**

None.

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Date: October 12, 2015

Contract No.: 126712

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.

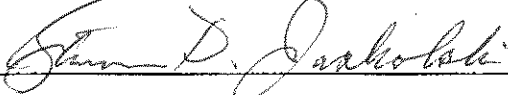
SHIPPER: CONSTELLATION ENERGY SERVICES, INC.

By:  David J Donat<sup>JRS</sup>

Title: VP Retail Operations

Date: 10/27/2015

TRANSPORTER: ANR PIPELINE COMPANY

By:  Steven D. Jakobski

Title: Director, Commercial Services

Date: 10/27/15

SPR 10/13/15  
JFC 10/13/15  
RD 10/27/15  
CC 10/27/15

**PRIMARY ROUTE EXHIBIT**  
**To Agreement Between**  
**ANR PIPELINE COMPANY (Transporter)**  
**AND CONSTELLATION ENERGY SERVICES, INC. (Shipper)**

Contract No: 126712  
 Rate Schedule: FTS-1  
 Contract Date: October 12, 2015  
 Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
246067 WILL COUNTY INT FROM: November 01, 2015	11703 MENOMINEE NO 2 TO: October 31, 2016	600	0	0

Enhanced Transportation Service Agreement  
Rate Schedule ETS

Wisconsin Electric Power Company  
(#111284)

Agreement Effective Date: November 1, 2006  
Amendment No. 01 Effective Date: November 10, 2006  
Amendment No. 02 Effective Date: January 24, 2013  
Amendment No. 03 Effective Date: November 1, 2015



Date: January 05, 2005

Contract No.: 111284

### 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:**

The term of this Agreement shall be effective as of November 1, 2006, and shall continue in full force and effect through October 31, 2016; 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.

**Date: January 05, 2005**

**Contract No.: 111284**

**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 changes in rates in whole or in part.

**6. INCORPORATION BY REFERENCE:**

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

**7. NOTICES:**

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

**TRANSPORTER:**

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

**Date: January 05, 2005**

**Contract No.: 111284**

**SHIPPER:**

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

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

**INVOICES AND STATEMENTS:**

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

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

**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 \$4.8580 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 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

- 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 at the rate and other charges set forth in Sections 8.A and 8.B, plus any incremental zone charges at applicable FERC Gas Tariff rates.
- 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 ETS 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 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.
- F. Effective with the Commencement Date of this agreement, ANR and We Energies agree to make appropriate amendments pursuant to the provisions of the Amended and Restated Minimum Delivery Pressure and Maximum Delivery Level Agreement executed on October 29, 2004. Delivery capacity in the "Exhibit B" to the Maximum Delivery Level Agreement and the corresponding values on "Exhibit(s) D and E" will be amended as follows:

ETS/MDL Quantity  
Increase (Dth/d)

<u>Gate Station Name</u>	<u>Winter Period</u>	<u>Summer Period</u>
North Appleton	5,605	3,363
Winchester	<u>293</u>	<u>176</u>
Total:	5,898 Dth/d	3,539 Dth/d

Date: January 05, 2005

Contract No.: 111284

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

**SHIPPER: WISCONSIN ELECTRIC POWER COMPANY**

By: *Peter Newman*  
Title: Peter Newman  
General Manager-Gas Planning

Date: 1-30-2004

**TRANSPORTER: ANR PIPELINE COMPANY**

By: *Joseph E. Pollard*  
Title: Agent and Attorney-in-Fact

Date: 2/17/06

*AB*  
*ps*  
2/16/06  
2/16/06.

*[Handwritten mark]*

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

Contract No: 111284  
Rate Schedule: ETS  
Contract Date: January 05, 2005  
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: November 01, 2006	139256 WISC EPC-GRP 1 TO: October 31, 2016	5898	0	0

Contract No: 111284  
Amendment No: 01

**AMENDMENT**

Date: November 07, 2006

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN ELECTRIC POWER COMPANY

To implement the “Term of Agreement” provision in the referenced Contract, ETS Contract No. 111284 dated January 05, 2005 ("Agreement") between Transporter and Shipper is amended effective November 10, 2006 as follows:

The term of this Agreement shall be effective as of November 10, 2006, and shall continue in full force and effect through October 31, 2016. An updated Primary Route Exhibit reflecting this change is attached.

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

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

Contract No: 111284  
Rate Schedule: ETS  
Contract Date: January 05, 2005  
Amendment Date: November 07, 2006

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: November 10, 2006	139256 WISC EPC-GRP 1 TO: October 31, 2016	5898	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2006	139256 WISC EPC-GRP 1 TO: November 09, 2006	0	0	0



Contract No: 111284  
Amendment No: 02

AMENDMENT

Date: December 17, 2012

"Transporter": ANR PIPELINE COMPANY

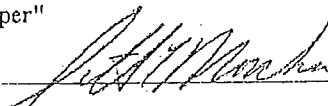
"Shipper": WISCONSIN ELECTRIC POWER COMPANY

ETS Contract No. 111284 dated January 05, 2005 ("Agreement") between Transporter and Shipper is amended effective January 24, 2013 as follows:  
24 map

Shipper and Transporter have agreed to remove the MDL Agreement reference in Section 8, FURTHER AGREEMENT, 8.F and replace the language in 8.F with None.

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

WISCONSIN ELECTRIC POWER COMPANY  
"Shipper"

By: 

Title: Scott C. Moschea

Date: Manager Gas Supply 01/4/13

ANR PIPELINE COMPANY  
"Transporter"

By: 

Title: Director, - Commercial Services

Date: 1/25/13

pb 1-24-13  
cc 1-25-13

Contract No: 111284  
Amendment No: 03

AMENDMENT

Date: August 10, 2015

"Transporter": ANR PIPELINE COMPANY

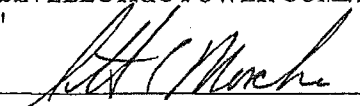
"Shipper": WISCONSIN ELECTRIC POWER COMPANY

ETS Contract No. 111284 dated January 05, 2005 ("Agreement") between Transporter and Shipper is amended effective November 01, 2015 as follows:

Transporter and Shipper have agreed to change the Primary Receipt Point under this Agreement from 277072 Alliance/ANR Int to 246067 Will County Int. An updated Primary Route Exhibit reflecting these changes is attached.

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

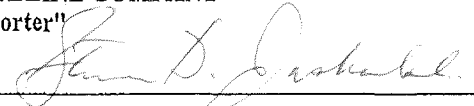
WISCONSIN ELECTRIC POWER COMPANY  
"Shipper"

By: 

Title: Scott C. Moschea

Date: Manager Gas Supply 08/20/15

ANR PIPELINE COMPANY  
"Transporter"

By: 

Title: Director, Commercial Services

Date: 8-21-15

JFC 8/13/15  
BB 8/21/15  
cc 8/21/15

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

Contract No: 111284  
 Rate Schedule: ETS  
 Contract Date: January 05, 2005  
 Amendment Date: August 10, 2015

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
246067 WILL COUNTY INT FROM: November 01, 2015	139256 WISC EPC-GRP 1 TO: October 31, 2016	5898	0	0
277072 ALLIANCE/ANR INT FROM: November 10, 2006	139256 WISC EPC-GRP 1 TO: October 31, 2015	5898	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2006	139256 WISC EPC-GRP 1 TO: November 09, 2006	0	0	0

Enhanced Transportation Service Agreement  
Rate Schedule ETS

Wisconsin Public Service Corporation  
(#111864)

Agreement Effective Date: November 1, 2007  
Amendment No. 01 Effective Date: October 31, 2017  
Amendment No. 02 Effective Date: January 1, 2013  
Amendment No. 03 Effective Date: November 1, 2015

**Date: October 06, 2005**

**Contract No.: 111864**

### **ETS SERVICE AGREEMENT**

**This AGREEMENT** is entered into by ANR PIPELINE COMPANY (Transporter) and WISCONSIN PUBLIC SERVICE CORP. (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:**

This Agreement shall be effective as of November 1, 2007, and shall continue in full force and effect through October 31, 2017; 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, 2007, 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, 2007, unless mutually agreed to in writing by Transporter and Shipper.

**Date: October 06, 2005**

**Contract No.: 111864**

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

**TRANSPORTER:**

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

**Date: October 06, 2005**

**Contract No.: 111864**

**SHIPPER:**

WISCONSIN PUBLIC SERVICE CORP.  
700 N ADAMS ST  
P.O. Box 19002  
GREEN BAY, WI 54307-9002  
Attention: RONALD G. MOSNIK

Telephone: 920-433-1325  
Fax: 920-430-6806

**INVOICES AND STATEMENTS:**

WISCONSIN PUBLIC SERVICE CORP.  
700 N ADAMS ST  
P.O. Box 19800  
GREEN BAY, WI 54307-9004  
Attention: ACCOUNTS PAYABLE, ANNUAL 1

Telephone: 920-433-2929  
Fax: 920-433-1436

**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 \$4.8580 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.

**Date: October 06, 2005**

**Contract No.: 111864**

- 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 ETS 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.
- F. Effective with the Commencement Date of this agreement, ANR and Wisconsin Public Service Corporation agree to make appropriate amendments pursuant to the provisions of the Minimum Delivery Pressure and Maximum Delivery Level Agreement dated October 27, 2004. Delivery capacity in the "Exhibit B" to the Minimum Delivery Pressure and Maximum Delivery Level Agreement will be amended as follows:
- G. Except as provided in Paragraphs 8.A, 8.B, 8.C, and 8.D, the negotiated rate stated in Paragraph 8.A shall remain fixed during the term of this Agreement and shall not be subject to change or modification in a rate case filed pursuant to the Natural Gas Act.



**Date: October 06, 2005**

**Contract No.: 111864**

**ETS/MDL Quantity Increase**

<b><u>Gate Station Name</u></b>	<b><u>(Dth/d)</u></b>	
	<b>Winter Period</b>	<b>Summer Period</b>
Oshkosh	500	300
South Oshkosh	500	300
Crivitz	150	90
Rosholt	1,000	600
Stevens Point	250	150
Coleman	100	60
Lena	100	60
Menominee No. 2	200	120
Peshtigo	100	60
Crandon	50	33
Laona	50	33
Merrill	100	60
Monico	50	33
Mosinee	200	120
North Merrill Int.	250	150
South Wausau	1,700	1,020
Wausau	500	300
Manitowoc	400	240
North Manitowoc	400	240
Two Rivers	400	240
Total	7,000	4,209

Date: October 06, 2005

Contract No.: 111864

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 PUBLIC SERVICE CORP.

By: Donald R. Carlson  
Title: Mgr - ES&C  
Date: Feb 3, 2006

TRANSPORTER: ANR PIPELINE COMPANY

By: Joseph E. Pollack  
Title: Agent and Attorney-in-Fact  
Date: 2/17/06

*Smel 2/16/06  
LS 2/16/06.*

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

Contract No: 111864  
Rate Schedule: ETS  
Contract Date: October 06, 2005  
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: November 01, 2007	139258 WPSC - GROUP 1 TO: October 31, 2017	7000	0	0

Contract No: 111864  
Amendment No: 01

AMENDMENT

Date: March 11, 2008

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN PUBLIC SERVICE CORP.

ETS Contract No. 111864 dated October 06, 2005 ("Agreement") between Transporter and Shipper is amended effective October 31, 2017 as follows:

- 1) To replace Further Agreement Section 8. E. in its entirety with the following:  
8. E. None

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

WISCONSIN PUBLIC SERVICE CORP.  
"Shipper"

By: Charles A. Schrock

Title: President

Date: May 6, 2008

ANR PIPELINE COMPANY  
"Transporter"

By: Joseph E. Pollard

Title: Agent and Attorney-in-Fact

Date: 5/9/08

AB 5-8-08  
EA 5-8-08

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

Contract No: 111864  
 Rate Schedule: ETS  
 Contract Date: October 06, 2005  
 Amendment Date: March 11, 2008

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: November 01, 2007	139258 WPSC - GROUP 1 TO: October 31, 2017	7000	0	0

Contract No: 111864  
Amendment No: 02

AMENDMENT

Date: November 29, 2012

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN PUBLIC SERVICE CORPORATION

BTS Contract No. 111864 dated October 06, 2005 ("Agreement") between Transporter and Shipper is amended effective January 01, 2013 as follows:

Shipper and Transporter have agreed to remove the MDL Agreement reference in Section 8. FURTHER AGREEMENT, 8.F and replace the language in 8.F with None.

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

WISCONSIN PUBLIC SERVICE CORPORATION  
"Shipper"

By: *Tim Zouch*  
Title: VP, Gas Supply  
Date: 12-11-12

CA	12/11/12
GS	
CR	AD
LC	PK

(KG)

ANR PIPELINE COMPANY  
"Transporter"

By: *Joseph E. Pollard*  
Title: Director, - Commercial Services  
Date: 12/17/12

Pb 12/13/12  
cc 12/14/12

Contract No: 111864  
Amendment No: 03

AMENDMENT

Date: September 10, 2015

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN PUBLIC SERVICE CORPORATION

ETS Contract No. 111864 dated October 06, 2005 ("Agreement") between Transporter and Shipper is amended effective November 01, 2015 as follows:

Shipper and Transporter have agreed to change the Primary Receipt Point under this Agreement to Will County - NBPL.

An updated Primary Route Exhibit reflecting this change is attached.

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

WISCONSIN PUBLIC SERVICE CORPORATION

"Shipper"

By: 

Title: Director - Gas Supply & Control

Date: 9/17/2015

ANR PIPELINE COMPANY

"Transporter"

By: 

Title: Director, Commercial Services

Date: 9-22-15

PS 9/17/15  
ce  
9/22/15

**PRIMARY ROUTE EXHIBIT**  
**To Agreement Between**  
**ANR PIPELINE COMPANY (Transporter)**  
**AND WISCONSIN PUBLIC SERVICE CORPORATION (Shipper)**

Contract No: 111864  
Rate Schedule: ETS  
Contract Date: October 06, 2005  
Amendment Date: September 10, 2015

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
246067 WILL COUNTY INT FROM: November 01, 2015	139258 WPSC - GROUP 1 TO: October 31, 2017	7000	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2007	139258 WPSC - GROUP 1 TO: October 31, 2015	7000	0	0



Firm Transportation Service Agreement  
Rate Schedule FTS-1

Constellation Energy Services, Inc.  
(#115492)

Agreement Effective Date: March 1, 2009  
Amendment No. 01 Effective Date: November 1, 2015

Date: February 17, 2009

Contract No.: 115492

**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:**

March 01, 2009 to

October 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.

Date: February 17, 2009

Contract No.: 115492

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<sub>tm</sub>. 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

Date: February 17, 2009

Contract No.: 115492

**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 \$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.

Date: February 17, 2009

Contract No.: 115492

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: *Daryl Wray*  
Title: *Chief Operating Officer*  
Date: *2-19-09*

TRANSPORTER: ANR PIPELINE COMPANY

By: *Joseph E. Pollard*  
Title: Agent and Attorney-in-Fact  
Date: *2/24/09*

*AB 2-24-09*  
*PA 2-24-09*

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

Contract No: 115492  
Rate Schedule: FTS-1  
Contract Date: February 17, 2009  
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
246067 WILL COUNTY INT FROM: March 01, 2009	28761 MARINETTE TO: October 31, 2016	1000	0	0

Contract No: 115492  
Amendment No: 01

AMENDMENT

Date: October 12, 2015

"Transporter": ANR PIPELINE COMPANY

"Shipper": CONSTELLATION ENERGY SERVICES, INC.

FTS-1 Contract No. 115492 dated February 17, 2009 ("Agreement") between Transporter and Shipper is amended effective November 01, 2015 as follows:

Shipper and Transporter have agreed to decrease the MDQ under this Agreement from 1,000 dth to 400 dth. An updated Primary Route Exhibit reflecting this change is attached.

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

CONSTELLATION ENERGY SERVICES, INC.  
"Shipper"

By: David J Donat<sup>JRS</sup>  
Title: VP Retail Operations  
Date: 10/27/2015

ANR PIPELINE COMPANY  
"Transporter"

By: Steven D. Jankowski  
Title: Director, Commercial Services  
Date: 10/27/15

JPR 10/13/15  
JTC 10/13/15  
LD 10/27/15  
cc 10/24/15

**PRIMARY ROUTE EXHIBIT**  
**To Agreement Between**  
**ANR PIPELINE COMPANY (Transporter)**  
**AND CONSTELLATION ENERGY SERVICES, INC. (Shipper)**

Contract No: 115492  
 Rate Schedule: FTS-1  
 Contract Date: February 17, 2009  
 Amendment Date: October 12, 2015

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
246067 WILL COUNTY INT FROM: November 01, 2015	28761 MARINETTE TO: October 31, 2016	400	0	0
246067 WILL COUNTY INT FROM: March 01, 2009	28761 MARINETTE TO: October 31, 2015	1000	0	0



Enhanced Transportation Service Agreement  
Rate Schedule ETS

Wisconsin Electric Power Company  
(#124961)

Agreement Effective Date: November 1, 2014  
Amendment No. 1 Effective Date: November 1, 2015

Date: August 18, 2014

Contract No.: 124961

### 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 Tariff constitute the Transportation Service to be provided and the rights and obligations of Shipper and Transporter.

1. **AUTHORITY FOR TRANSPORTATION SERVICE:**

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

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

3. **CONTRACT QUANTITIES:**

Primary Routes - see Exhibit attached hereto.

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

4. **TERM OF AGREEMENT:**

November 01, 2014 to

October 31, 2023

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: August 18, 2014

Contract No.: 124961

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 \$4.858 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 %) and EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

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

- 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 Negotiated Rate set forth in Paragraph 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 above shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under ETS 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.

Date: August 18, 2014

Contract No.: 124961

D. The MRP Facilities cost recovery period shall commence on the in-service date of the MRP Facilities, but in no event prior to November 1, 2013, and will continue through October 31, 2023 ("MRP Facilities Cost Recovery Period").

During the MRP Facilities Cost Recovery Period, Shipper agrees to pay an incremental monthly surcharge calculated as follows:

- a) The incremental monthly surcharge in the aggregate will be based on the following formula: [actual MRP Facilities construction costs (capped at \$25 million) x 13.89% (Cost Factor) x 50% (MRP Facilities cost percentage agreed to by the parties to the Settlement Agreement)] ÷ 12 months. Based on this formula and assuming an MRP Facilities capital cost of \$25 million, the resulting incremental monthly surcharge in the aggregate is calculated to be \$144,687.50 per month and Shipper's share is calculated to be:

Wisconsin Electric Share     17.31% or \$25,045.41 per month

- b) If the in-service date of the MRP Facilities occurs later than November 1, 2013, the incremental monthly surcharge shall not be adjusted but recovery will take place in the period commencing with the in-service date of the MRP Facilities and continuing through October 31, 2023.
- c) If the MRP Facilities Cost Recovery Period does not commence on the first day of a month, the first monthly surcharge payment will be prorated based on the number of days remaining in the month.
- d) Transporter will collect this surcharge through Shipper's contract No. 107896.

**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.

Date: August 18, 2014

Contract No.: 124961

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<sup>tm</sup>. 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 25000  
Houston, Texas 77002-2761  
Attention: Commercial Services

**SHIPPER:**

WISCONSIN ELECTRIC POWER COMPANY  
333 W. EVERETT ST. A308  
MILWAUKEE, WI 53203  
Attention: MARY ANN PRAGER

Telephone: 414-221-5204  
FAX: 414-221-4210

**INVOICES AND STATEMENTS:**

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

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

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.

Date: August 18, 2014

Contract No.: 124961

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

SHIPPER: WISCONSIN ELECTRIC POWER COMPANY

By: *Scott C. Moschea*

Title: Scott C. Moschea

Date: Manager Gas Supply 09/19/14

TRANSPORTER: ANR PIPELINE COMPANY

By: *Joseph E. Pollard*

Title: Director, Commercial Services

Date: 9/24/14

*LD 9/19/14  
cc 9/22/14*

*ms 8/20/14*

*Dr. Legal  
8/20/14  
Date*

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

Contract No: 124961  
Rate Schedule: ETS  
Contract Date: August 18, 2014  
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: November 01, 2014	139256 WISC EPC-GRP 1 TO: October 31, 2023	0	4500	0

AMENDMENT

Date: August 10, 2015

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN ELECTRIC POWER COMPANY

ETS Contract No. 124961 dated August 18, 2014 ("Agreement") between Transporter and Shipper is amended effective November 01, 2015 as follows:

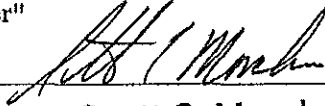
Transporter and Shipper have agreed to change the Primary Receipt Point under this Agreement from 277072 Alliance/ANR Int to 246067 Will County Int. An updated Primary Route Exhibit reflecting these changes is attached.

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

WISCONSIN ELECTRIC POWER COMPANY

"Shipper"

By:



Title:

Scott C. Moschea

Date:

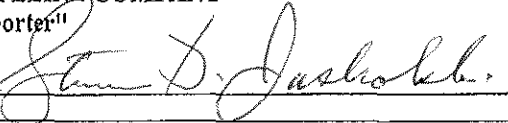
Manager Gas Supply

08/20/15

ANR PIPELINE COMPANY

"Transporter"

By:



Title:

Director, Commercial Services

Date:

8-21-15

JFC 8/13/15  
BB 8/21/15  
el 8/21/15



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

Contract No: 124961  
 Rate Schedule: ETS  
 Contract Date: August 18, 2014  
 Amendment Date: August 10, 2015

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
246067 WILL COUNTY INT FROM: November 01, 2015	139256 WISC EPC-GRP 1 TO: October 31, 2023	0	4500	0
277072 ALLIANCE/ANR INT FROM: November 01, 2014	139256 WISC EPC-GRP 1 TO: October 31, 2015	0	4500	0

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

**Tariff Sections**

1 – TABLE OF CONTENTS

**Version**

v.30.0.7

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
Reserved For Future Use .....	6.33
Transporter's Use and Transporter's EPC Adjustment.....	6.34
Operational Purchases and Sales of Gas .....	6.35
Reservation Charge Credits .....	6.36

#### 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
Integrays Energy Services, Inc. FTS-1 Agmt (#122183) .....	8.7
Integrays Energy Services, Inc. FTS-1 Agmt (#122184) .....	8.8
Madison Gas & Electric Company FTS-1 Agmt (#108251) .....	8.9
Integrays 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
Integrays 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
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113535) .....	8.24

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. Liquefiabiles) Agmt (#108249) .....	8.29
Integrys Energy Services, Inc. FTS-1 Agmt (#122185) .....	8.30
DPL Energy, LLC FTS-1 Agmt (#122901).....	8.31
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) .....	8.35
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).....	8.38
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
Integrys Energy Services, Inc. FTS-1 Agmt (#125898) .....	8.44
Integrys Energy Services, Inc. FTS-1 Agmt (#125899) .....	8.45
Integrys Energy Services, Inc. FTS-1 Agmt (#125900) .....	8.46
Integrys Energy Services, Inc. FTS-1 Agmt (#125906) .....	8.47
Integrys Energy Services, Inc. FTS-1 Agmt (#125907) .....	8.48
Integrys Energy Services, Inc. FTS-1 Agmt (#125910) .....	8.49
Integrys Energy Services, Inc. FTS-1 Agmt (#125911) .....	8.50
Integrys Energy Services, Inc. FTS-1 Agmt (#125912) .....	8.51
Integrys Energy Services, Inc. FTS-1 Agmt (#125913) .....	8.52
Integrys Energy Services, Inc. FTS-1 Agmt (#125914) .....	8.53
Integrys Energy Services, Inc. FTS-1 Agmt (#125915) .....	8.54
Integrys Energy Services, Inc. FTS-1 Agmt (#125916) .....	8.55
Integrys Energy Services, Inc. FTS-1 Agmt (#125917) .....	8.56
Wisconsin Electric Power Company NNS Agmt (#109977).....	8.57
<u>Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113538) .....</u>	<u>8.58</u>
<u>Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113545) .....</u>	<u>8.59</u>
<u>Wisconsin Electric Power Company NNS Agmt (#126187).....</u>	<u>8.60</u>
<u>Wisconsin Electric Power Company FSS Agmt (#126188).....</u>	<u>8.61</u>
<u>Constellation Energy Services, Inc. FTS-1 Agmt (#126712).....</u>	<u>8.62</u>
<u>Wisconsin Electric Power Company ETS Agmt (#111284).....</u>	<u>8.63</u>
<u>Wisconsin Public Service Corporation ETS Agmt (#111864).....</u>	<u>8.64</u>
<u>Constellation Energy Services, Inc. FTS-1 Agmt (#115492).....</u>	<u>8.65</u>

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
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) .....	9.17
Wisconsin Electric Power Company ETS Agmt (#107893) .....	9.18
Madison Gas and Electric Company FTS-1 Agmt (#114512) .....	9.19
Chevron U.S.A. Inc. PTS-2 Agmt (#107146) .....	9.20
BHP Billiton Petroleum (Deepwater) Inc. PTS-2 Agmt (#107147) .....	9.21
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) .....	10.1
Wisconsin Electric Power Company FTS-1 Agmt (#109223) .....	10.2
Wisconsin Gas LLC ETS Agmt (#109854) .....	10.3
Reserved For Future Use .....	10.4
Reserved For Future Use .....	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
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).....	10.30
Wisconsin Electric Power Company FSS Agmt (#107900).....	10.31
Wisconsin Electric Power Company FSS Agmt (#107901).....	10.32
Wisconsin Gas LLC ETS Agmt (#113710) .....	10.33
Wisconsin Gas LLC FSS Agmt (#113715) .....	10.34
Wisconsin Electric Power Company FSS Agmt (#113729).....	10.35
Wisconsin Electric Power Company ETS Agmt (#114091).....	10.36
Antero Resources Corporation FTS-1 Agmt (#125083).....	10.37
CNX Gas Company LLC FTS-1 Agmt (#125723).....	10.38
CNX Gas Company LLC FTS-1 Agmt (#125724).....	10.39
Rice Energy Marketing LLC FTS-1 Agmt (#125852) .....	10.40
Rice Energy Marketing LLC FTS-1 Agmt (#125853) .....	10.41
Rice Energy Marketing LLC FTS-1 Agmt (#125854) .....	10.42



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

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

- 1) Wisconsin Electric Power Company  
Rate Schedule ETS Service Agreement Amendment No. 03 (#111284)
- 2) Wisconsin Public Service Corporation  
Rate Schedule ETS Service Agreement Amendment No. 03 (#111864)
- 3) Constellation Energy Services, Inc.  
Rate Schedule FTS-1 Service Agreement Amendment No. 01 (#115492)
- 4) Wisconsin Electric Power Company  
Rate Schedule ETS Service Agreement Amendment No. 01 (#124961)

**AMENDMENT**

Date: August 10, 2015

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN ELECTRIC POWER COMPANY

ETS Contract No. 111284 dated January 05, 2005 ("Agreement") between Transporter and Shipper is amended effective November 01, 2015 as follows:

Transporter and Shipper have agreed to change the Primary Receipt Point under this Agreement from 277072 Alliance/ANR Int to 246067 Will County Int. An updated Primary Route Exhibit reflecting these changes is attached.

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

**WISCONSIN ELECTRIC POWER COMPANY**  
"Shipper"

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

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

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

**ANR PIPELINE COMPANY**  
"Transporter"

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

Title: Director, Commercial Services

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

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

Contract No: 111284  
Rate Schedule: ETS  
Contract Date: January 5, 2005  
Amendment Date: August 10, 2015

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
<u>246067</u>	<u>139256</u>	<u>5898</u>	<u>0</u>	<u>0</u>
<u>WILL COUNTY INT</u>	<u>WISC EPC-GRP 1</u>			
<u>FROM: November 01, 2015</u>	<u>TO: October 31, 2016</u>			
277072	139256	5898	0	0
ALLIANCE/ANR INT	WISC EPC-GRP 1			
FROM: November 10, 2006	TO: October 31, 2015			
277072	139256	0	0	0
ALLIANCE/ANR INT	WISC EPC-GRP 1			
FROM: November 01, 2006	TO: November 9, 2006			

Contract No: 111864

Amendment No: 0203

**AMENDMENT**

Date: September 10, 2015

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN PUBLIC SERVICE CORPORATION

ETS Contract No. 111864 dated October 06, 2005 ("Agreement") between Transporter and Shipper is amended effective November 01, 2015 as follows:

Shipper and Transporter have agreed to change the Primary Receipt Point under this Agreement to Will County – NBPL.

An updated Primary Route Exhibit reflecting this change is attached.

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

**WISCONSIN PUBLIC SERVICE CORPORATION  
"Shipper"**

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

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

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

**ANR PIPELINE COMPANY  
"Transporter"**

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

**Title:** Director, Commercial Services

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

Contract No: 111864

**PRIMARY ROUTE EXHIBIT**

Rate Schedule: ETS

**To Agreement Between**

Contract Date: October 06, 2005

**ANR PIPELINE COMPANY (Transporter)**

Amendment Date: September 10, 2015

**AND WISCONSIN PUBLIC SERVICE CORPORATION (Shipper)**

Receipt	Delivery	Annual	Winter	Summer
Location	Location	MDQ	MDQ	MDQ
Name	Name	(DTH)	(DTH)	(DTH)

<u>246067</u>	<u>139258</u>	<u>7000</u>	<u>0</u>	<u>0</u>
<u>WILL COUNTY INT</u>	<u>WPSC - GROUP 1</u>			
<u>FROM: November 01, 2015</u>	<u>TO: October 31, 2017</u>			

277072	139258	7000	0	0
ALLIANCE/ANR INT	WPSC - GROUP 1			
FROM: November 01, 2007	TO: October 31, <del>2017</del> <u>2015</u>			

Contract No: 115492

Amendment No: 01

**AMENDMENT**

Date: October 12, 2015

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: CONSTELLATION ENERGY SERVICES, INC.

FTS-1 Contract No. 115492 dated February 17, 2009 ("Agreement") between Transporter and Shipper is amended effective November 01, 2015 as follows:

Shipper and Transporter have agreed to decrease the MDQ under this Agreement from 1,000 dth to 400 dth. An updated Primary Route Exhibit reflecting this change is attached.

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

**CONSTELLATION ENERGY SERVICES, INC.**

**"Shipper"**

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

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

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

**ANR PIPELINE COMPANY**

**"Transporter"**

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

**Title:** Director, Commercial Services

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

**PRIMARY ROUTE EXHIBIT**

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

Contract No: 115492  
Rate Schedule: FTS-1  
Contract Date: February 17, 2009  
Amendment Date: October 12, 2015

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
<u>246067</u> <u>WILL COUNTY INT</u> FROM: November 01, 2015	<u>28761</u> <u>MARINETTE</u> TO: October 31, 2016	<u>400</u>	0	0
246067 WILL COUNTY INT FROM: March 01, 2009	28761 MARINETTE TO: October 31, 2015	1000	0	0



**AMENDMENT**

Date: August 10, 2015

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN ELECTRIC POWER COMPANY

ETS Contract No. 124961 dated August 18, 2014 ("Agreement") between Transporter and Shipper is amended effective November 01, 2015 as follows:

Transporter and Shipper have agreed to change the Primary Receipt Point under this Agreement from 277072 Alliance/ANR Int to 246067 Will County Int. An updated Primary Route Exhibit reflecting these changes is attached.

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

**WISCONSIN ELECTRIC POWER COMPANY**  
"Shipper"

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

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

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

**ANR PIPELINE COMPANY**  
"Transporter"

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

Title: Director, Commercial Services

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

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

Contract No: 124961  
Rate Schedule: ETS  
Contract Date: August 18, 2014  
Amendment Date: August 10, 2015

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
246067 WILL COUNTY INT FROM: November 01, 2015	139256 WISC EPC-GRP 1 TO: October 31, 2023	0	4500	0
277072 ALLIANCE/ANR INT FROM: November 01, 2014	139256 WISC EPC-GRP 1 TO: October 31, 2015	0	4500	0