



September 27, 2012

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

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

John A. Roscher
Director, Rates & Tariffs

tel 832.320.5675
fax 832.320.6675
email John_Roscher@TransCanada.com
web www.anrpl.com/company_info/

Re: ANR Pipeline Company
Negotiated Rate Agreement
Docket No. RP12-_____ - _____

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act (“NGA”) and Part 154 of the Federal Energy Regulatory Commission’s (“FERC” or “Commission”) regulations,¹ ANR Pipeline Company (“ANR”) respectfully submits for filing and acceptance a tariff record that includes one (1) amended Rate Schedule FTS-1 (“FTS-1”) negotiated rate service agreement (“Amended Agreement”) with Integrys Energy Services, Inc. (“Integrys”). The tariff record is listed and included at Appendix A.² ANR requests that the Commission approve the Amended Agreement to become effective October 1, 2012.

Correspondence

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

¹ 18 C.F.R. Part 154 (2011).

² Included at Appendix A is FTS-1 Contract No. 117721.

John A. Roscher
Director, Rates and Tariffs
* Joan F. Collins
Manager, Tariffs and Compliance
ANR Pipeline Company
717 Texas Street, Suite 2400
Houston, Texas 77002-2761
Tel. (832) 320-5651
E-mail: joan_collins@transcanada.com

* M. Catharine Davis
Vice President, US Pipelines Law
ANR Pipeline Company
717 Texas Street, Suite 2400
Houston, Texas 77002-2761
Tel. (832) 320-5509
Fax (832) 320-6509
E-mail: catharine_davis@transcanada.com

* Persons designated for official service pursuant to Rule 2010.

Statement of the Nature, Reasons and Basis for Filing

On May 28, 1999, in Docket No. RP99-301-000,³ the Commission approved, subject to conditions, Section 6.27 of the General Terms and Conditions (GT&C”) of ANR’s FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”), which authorized ANR to enter into negotiated rate agreements with its customers.

In accordance with Tariff Section 6.27, paragraph 2, ANR is submitting for filing the Amended Agreement as tariff record 8.10 (Contract No. 117721 was originally filed with the Commission and approved November 23, 2010).⁴ As mutually agreed by ANR and Integrys, the Amended Agreement reflects a change to the primary receipt point from Alliance/ANR Int (277072) to Will County Int (246067). All other active terms of the Amended Agreement remain unchanged.

ANR advises that no undisclosed agreements, etc., are linked to the Amended Agreement. Additionally, the Amended Agreement does not contain any provision that is either non-conforming or a material deviation from the FTS-1 Form of Service Agreement in ANR’s Tariff. To conform with Order No. 714, ANR is including FTS-1 Contract Nos. 117721 in its entirety as tariff record 8.10.⁵ The Amended Agreement includes the previously approved

³ *ANR Pipeline Company*, 87 FERC ¶ 61,241 (1999).

⁴ *ANR Pipeline Company*, Docket No. RP11-1474-000 (November 23, 2010) (unpublished Director’s letter order).

⁵ ANR has elected to report the Amended Agreement by filing it in accordance with Section 6.27 of the GT&C of its Tariff. The Amended Agreement provides all of the information required by Section 6.27: (1) the exact legal name of the shipper; (2) the negotiated rate; (3) the applicable rate schedule; (4) receipt and delivery points; and (5) the contract quantities.

original agreement and subsequent amendments, and excludes any superseded or expired amendments.⁶

ANR respectfully requests that the Commission approve the Amended Agreement, included herein at Appendix A as tariff record 8.10, to become effective October 1, 2012.

Effective Date and Request for Waiver

ANR is requesting that the Commission approve the Amended Agreement to become effective October 1, 2012, and respectfully requests waiver of Section 154.207 of the Commission's regulations to allow for this effective date.⁷

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 Commission Order No. 714, ANR is submitting the following XML filing package, which includes:

- 1) This transmittal letter;
- 2) A clean tariff record (Appendix A); and
- 3) A marked contract amendment (Appendix B).

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

⁶ *Electronic Tariff Filings*, 124 FERC ¶ 61,270 (2008) ("Order No. 714"). Order No. 714 at P 13. Order No. 714 states that "Existing agreements need to be filed electronically only when they are revised."

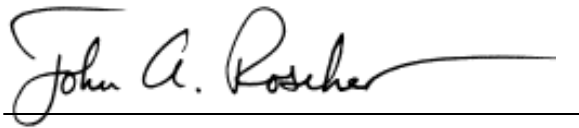
⁷ See *Statement of Policy on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Services of Natural Gas Pipelines*, 74 FERC ¶ 61,176 at 61,241-242 (1996) (indicating that the Commission will "readily grant requests to waive the 30-day notice requirement").

agencies. A copy of this letter, together with the other attachments, is available during regular business hours for public inspection at ANR's principal place of business.

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

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

Respectfully submitted,
ANR PIPELINE COMPANY

A handwritten signature in black ink that reads "John A. Roscher". The signature is written in a cursive style and is positioned above a solid horizontal line.

John A. Roscher
Director, Rates & Tariffs

Enclosures

Appendix A

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

Tariff Record

Tariff Record

Section 8 – Negotiated Rate Agreements

<u>Tariff Record</u>	<u>Shipper</u>	<u>Rate Schedule</u>	<u>Agreement</u>	<u>Version</u>
8.10	Integritys Energy Services, Inc.	FTS-1	#117721	v.2.0.0

Firm Transportation Service Agreement
Rate Schedule FTS-1

Integrys Energy Services, Inc.
(#117721)

Agreement Effective Date: November 1, 2010
Amendment No. 01 Effective Date: November 1, 2011
Amendment No. 02 Effective Date: October 1, 2012

Date: October 27, 2010

Contract No.: 117721

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 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, 2010 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: October 27, 2010

Contract No.: 117721

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

6. **INCORPORATION BY REFERENCE:**

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

7. **NOTICES:**

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

TRANSPORTER:

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

SHIPPER:

INTEGRYS ENERGY SERVICES, INC.
1716 LAWRENCE DRIVE
DE PERE, WI 54115
Attention: MARGARET GRIMMER

Telephone: 920-617-6008
Fax: 920-617-6070

Date: October 27, 2010

Contract No.: 117721

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 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 a Fixed Commodity Rate of \$.0075. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff, Commodity and applicable surcharge rates. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.

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

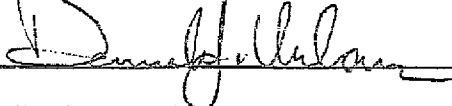
- B. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be ANR's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1 service. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's FERC Gas Tariff.
- C. 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: October 27, 2010

Contract No.: 117721

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

SHIPPER: INTEGRYS ENERGY SERVICES, INC.

By: 

Title: Daniel J. Verbanac, President

Date: October 28, 2010

TRANSPORTER: ANR PIPELINE COMPANY

By: 

Title: Agent and Attorney-in-Fact

Date: 10/29/10

AS 10-29-10
EB 10-29-10

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

Contract No: 117721
Rate Schedule: FTS-1
Contract Date: October 27, 2010
Amendment Date:

Receipt
Location
Name

Delivery
Location
Name

Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
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277072
ALLIANCE/ANR INT
FROM: November 01, 2010

28778
LITTLE CHUTE
TO: October 31, 2016

16504	0	0
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Contract No: 117721
Amendment No: 02

AMENDMENT

Date: September 19, 2012

"Transporter": ANR PIPELINE COMPANY

"Shipper": INTEGRYS ENERGY SERVICES, INC.

FTS-1 Contract No. 117721 dated October 27, 2010 ("Agreement") between Transporter and Shipper is amended effective October 01, 2012 as follows:

Shipper and Transporter have agreed to change the Primary Receipt Point from Alliance/ANR Int (277072) to Will County (246067). 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.

INTEGRYS ENERGY SERVICES, INC.

"Shipper"

By: 

Daniel J. Verbanac

Title: President

Date: September 20, 2012

ANR PIPELINE COMPANY

"Transporter"

By: 

Title: Gary Charette
VP US Commercial Operations

Date: _____

AS 9-24-12

CC 9-24-12

DOB 9-20-12

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

Contract No: 117721
 Rate Schedule: FTS-1
 Contract Date: October 27, 2010
 Amendment Date: September 19, 2012

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
246067 WILL COUNTY INT FROM: October 01, 2012	28778 LITTLE CHUTE TO: October 31, 2016	15004	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2011	28778 LITTLE CHUTE TO: September 30, 2012	15004	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2010	28778 LITTLE CHUTE TO: October 31, 2011	16504	0	0

Appendix B

ANR Pipeline Company

Marked Agreement

- 1) Integrys Energy Services, Inc.
Rate Schedule FTS-1 Service Agreement Amendment No. 02 (#117721)

Contract No: 117721
Amendment No: 02

AMENDMENT

Date: September 19, 2012

"Transporter": ANR PIPELINE COMPANY

"Shipper": INTEGRYS ENERGY SERVICES, INC.

FTS-1 Contract No. 117721 dated October 27, 2010 ("Agreement") between Transporter and Shipper is amended effective October 01, 2012 as follows:

Shipper and Transporter have agreed to change the Primary Receipt Point from Alliance/ANR Int (277072) to Will County (246067). 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.

INTEGRYS ENERGY SERVICES, INC.
"Shipper"

By: _____

Title: _____

Date: _____

ANR PIPELINE COMPANY
"Transporter"

By: _____

Title: _____

Date: _____

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

Contract No: 117721
Rate Schedule: FTS-1
Contract Date: October 27, 2010
Amendment Date: October 26, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR WILL COUNTY INT	28778 LITTLE CHUTE	15004	0	0
FROM: <u>October 01, 2012</u>	TO: October 31, 2016			
277072 ALLIANCE/ANR INT	28778 LITTLE CHUTE	15004	0	0
FROM: November 01, 2011	TO: October 31, 2016 <u>September 30, 2012</u>			
277072 ALLIANCE/ANR INT	28778 LITTLE CHUTE	16504	0	0
FROM: November 01, 2010	TO: October 31, 2011			