



March 7, 2017

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

ANR Pipeline Company
700 Louisiana Street, Suite 700
Houston, Texas 77002-2700

John A. Roscher
Director, Rates & Regulatory

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

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act (“NGA”) and Part 154 of the Federal Energy Regulatory Commission’s (“FERC” or “Commission”) regulations,¹ ANR Pipeline Company (“ANR”) hereby tenders for filing and acceptance revised tariff section Part 1 – Table of Contents (“Table of Contents”) and two (2) tariff records to be housed in ANR’s FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”) containing one (1) Rate Schedule ETS (“ETS”) negotiated rate service agreement that ANR has entered into with Upper Michigan Energy Resources Corporation (“Upper Michigan”) and one (1) amended ETS negotiated rate service agreement that ANR has entered into with Wisconsin Public Service Corporation (“WPS”) (collectively, the “Agreements”), all of which are included as Appendix A.² ANR respectfully requests that the Commission accept the proposed tariff records included as Appendix A, to be effective February 1, 2017, as further described below.

¹ 18 C.F.R. Part 154 (2017).

² *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 and other non-conforming service agreements need not be divided, but can be filed as entire documents.” ANR has elected to file the Agreements included herein as whole documents, in PDF format.

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

John A. Roscher Director, Rates and Regulatory	* David R. Hammel Senior Legal Counsel ANR Pipeline Company 700 Louisiana Street, Suite 700 Houston, Texas 77002-2700 Tel. (832) 320-5861 E-mail: dave_hammel@transcanada.com
* Joan F. Collins Manager, Tariffs and Compliance ANR Pipeline Company 700 Louisiana Street, Suite 700 Houston, Texas 77002-2700 Tel. (832) 320-5651 E-mail: joan_collins@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, proposed Section 6.27 of the General Terms and Conditions of ANR's Tariff, which authorized ANR to enter into negotiated rate agreements with its customers.

In accordance with Section 6.27, paragraph 2, ANR is filing the Agreements to reflect revisions to one (1) negotiated rate agreement between ANR and WPS and one (1) negotiated rate agreement between ANR and Upper Michigan, as more fully described below:

- ANR has agreed to allow WPS to permanently release 9,600 dekatherms of its Maximum Daily Quantity ("MDQ") for Contract No. 111296 to Upper Michigan effective February 1, 2017. Amended WPS Contract No. 111296 is included in Appendix A as tariff record 8.66.⁴
- ANR is filing Upper Michigan Contract No. 129019 as an ETS negotiated rate service agreement because the parties have agreed that the rate components for the Primary

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

⁴ ANR originally filed ETS Contract No. 111296 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). The negotiated rate originally agreed to between ANR and WPS remains unchanged herein.

Route as well as the secondary receipt and delivery points within ANR's ML-7 zone shall be a Fixed Monthly Reservation Rate of \$4.8580 per dekatherm and a Fixed Commodity Rate of \$0.0075 per dekatherm. This rate shall be inclusive of any other fees or surcharges under ANR's Tariff. Contract No. 129019 is included in Appendix A as tariff record 8.67.

ANR advises that no undisclosed agreements, etc., are linked to the Agreements, which are included herein as Appendix A.⁵

To conform with Order No. 714, ANR is submitting the Agreements⁶ in their entirety as tariff records 8.66 and 8.67. ANR is requesting that the Commission accept the Agreements submitted herein as tariff records 8.66 and 8.67, to be effective February 1, 2017.

Request for Waiver and Effective Date

Due to an administrative oversight, ANR was unable to timely file the Agreements with the Commission. Therefore, ANR respectfully requests that the Commission grant all waivers of its regulations, including waiver of Section 154.207, necessary to accept this filing, and accept the tariff records included as Appendix A, to be effective February 1, 2017.⁷

Other Filings Which May Affect This Proceeding

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

⁵ ANR has elected to report the Agreements by filing them in accordance with Section 6.27 of the General Terms and Conditions of its Tariff. The Agreements 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.

⁶ 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."

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 requirement").

Contents of Filing

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

1. This transmittal letter;
2. Clean tariff section and tariff records (Appendix A);
3. Marked tariff section (Appendix B); and
4. Marked service agreement.

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.

John A. Roscher
Director, Rates & Regulatory

Enclosures

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

Tariff Sections

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Version

v.37.0.0

Tariff Records

Section 8 - Negotiated Rate Agreements

<u>Tariff Record</u>	<u>Shipper</u>	<u>Rate Schedule</u>	<u>Agreement</u>	<u>Version</u>
8.66	Wisconsin Public Service Corporation	ETS	#111296	v.0.0.0
8.67	Upper Michigan Energy Resources Corporation	ETS	#129019	v.0.0.0

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Enhanced Transportation Service Agreement
Rate Schedule ETS

Wisconsin Public Service Corporation
(#111296)

Agreement Effective Date: November 1, 2006
Amendment No. 02 Effective Date: November 1, 2008
Amendment No. 03 Effective Date: January 1, 2013
Amendment No. 04 Effective Date: February 1, 2017

Date: October 06, 2005

Contract No.: 111296

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:

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: October 06, 2005

Contract No.: 111296

5. RATES:

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

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

6. INCORPORATION BY REFERENCE:

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

7. NOTICES:

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

TRANSPORTER:

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

Date: October 06, 2005

Contract No.: 111296

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.: 111296

- 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.: 111296

<u>Gate Station Name</u>	<u>ETS/MDL Quantity Increase</u>	
	<u>(Dth/d)</u>	
	Winter Period	Summer Period
Neenah	50	33
Oshkosh	700	420
South Oshkosh	700	420
Marinette	300	225
Menominee No. 2	1,900	1,330
Crandon	125	75
Lake Nokomis Int.	100	60
Laona	225	135
Monico	50	50
North Wausau	2,600	1,690
Rinelander	500	300
South Wausau	2,050	1,230
Tomahawk	500	300
Manitowoc	1,500	900
Two Rivers	750	450
North Manitowoc	600	360
Total:	12,650	7,978

Date: October 06, 2005

Contract No.: 111296

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 H. Jackson

Title: Mgr-ES&C

Date: Feb 3, 2006

TRANSPORTER: ANR PIPELINE COMPANY

By: Joseph E. Pollard

Title: Agent and Attorney-in-Fact

Date: 2/17/06

Smd 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: 111296
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, 2006	139258 WPSC - GROUP 1 TO: October 31, 2016	12650	0	0

Contract No: 111296
Amendment No: 02

AMENDMENT

Date: March 11, 2008

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN PUBLIC SERVICE CORP.

ETS Contract No. 111296 dated October 06, 2005 ("Agreement") between Transporter and Shipper is amended effective November 01, 2008 as follows:

- 1) Shipper and Transporter have agreed to extend the term under this Agreement to March 31, 2019. An updated Primary Route Exhibit reflecting this change is attached.
- 2) For the period November 01, 2017 through March 31, 2019, Shipper and Transporter have agreed to increase the MDQ from 12,650 to 19,650.
- 3) Effective November 01, 2016, Pursuant to Section 35 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Options under Section 35.1 Loss of Load and Section 35.3 Regulatory Unbundling Order for 12,650 dth/day of the MDQ. To qualify for a reduction, Shipper must meet the notice, certification and/or other requirements stated in the tariff.
- 4) Effective November 01, 2017, Pursuant to Section 35 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Options under Section 35.1 Loss of Load and Section 35.3 Regulatory Unbundling Order for 19,650 dth/day of the MDQ. To qualify for a reduction, Shipper must meet the notice, certification and/or other requirements stated in the tariff.

Contract No: 111296
Amendment No: 02

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

AS 5-8-08
QA 5-8-08

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

Contract No: 111296
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, 2017	139258 WPSC - GROUP 1 TO: March 31, 2019	19650	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2008	139258 WPSC - GROUP 1 TO: October 31, 2017	12650	0	0
277072 ALLIANCE/ANR INT FROM: November 10, 2006	139258 WPSC - GROUP 1 TO: October 31, 2008	12650	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2006	139258 WPSC - GROUP 1 TO: November 09, 2006	0	0	0

Contract No: 111296
Amendment No: 03

AMENDMENT

Date: November 29, 2012

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN PUBLIC SERVICE CORPORATION

ETS Contract No. 111296 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: *Pam Zwick*
Title: *VP, Cost Supply*
Date: *12-11-12*

CA	<i>[initials]</i>
GS	
CR	<i>[initials]</i>
LG	<i>[initials]</i>

(KB)

ANR PIPELINE COMPANY
"Transporter"

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

*dh 12/13/12
cc 12/14/12*

Contract No: 111296

Amendment No: 04

AMENDMENT

Date: February 01, 2017

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN PUBLIC SERVICE CORPORATION

ETS Contract No. 111296 dated October 06, 2005 ("Agreement") between Transporter and Shipper is amended effective February 01, 2017 as follows:

Shipper has permanently released 9600 MDQ to Upper Michigan under Offer Number 23990.

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

EXECUTABLE DOCUMENTS NOT REQUIRED.

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

Contract No: 111296
Rate Schedule: ETS
Contract Date: October 6, 2005
Amendment Date: February 1, 2017

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: November 01, 2017	139258 WPSC - GROUP 1 TO: March 31, 2019	10050	0	0
277072 ALLIANCE/ANR INT FROM: February 01, 2017	139258 WPSC - GROUP 1 TO: October 31, 2017	3050	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2008	139258 WPSC - GROUP 1 TO: January 31, 2017	12650	0	0
277072 ALLIANCE/ANR INT FROM: November 10, 2006	139258 WPSC - GROUP 1 TO: October 31, 2008	12650	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2006	139258 WPSC - GROUP 1 TO: November 09, 2006	0	0	0

Enhanced Transportation Service Agreement
Rate Schedule ETS

Upper Michigan Energy Resources Corporation
(#129019)

Agreement Effective Date: February 1, 2017

Date: January 06, 2017

Contract No.: 129019

ETS SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and UPPER MICHIGAN ENERGY RESOURCES CORPORATION (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:

February 01, 2017 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 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 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.

6. INCORPORATION BY REFERENCE:

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

7. NOTICES:

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

Date: January 06, 2017

Contract No.: 129019

TRANSPORTER:

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

SHIPPER:

UPPER MICHIGAN ENERGY RESOURCES CORPORATION
120 N. WASHINGTON SQUARE
SUITE 900
ONE MICHIGAN AVE. BUILDING
LANSING, MI 48933
Attention: SARAH MEAD

Telephone: 920-433-7647
FAX:
E-mail: srmead@integrysgroup.com

INVOICES AND STATEMENTS:

UPPER MICHIGAN ENERGY RESOURCES CORPORATION
120 N. WASHINGTON SQUARE
SUITE 900
ONE MICHIGAN AVE. BUILDING
LANSING, MI 48933
Attention: SARAH MEAD

Telephone: 920-433-7647
FAX:
E-mail: srmead@integrysgroup.com

8. FURTHER AGREEMENT:

None.

Date: January 06, 2017

Contract No.: 129019

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.

EXECUTABLE DOCUMENTS NOT REQUIRED.

PRIMARY ROUTE EXHIBIT

**To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND UPPER MICHIGAN ENERGY RESOURCES CORPORATION (Shipper)**

Contract No: 129019
Rate Schedule: ETS
Contract Date: January 06, 2017
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: February 01, 2017	139258 WPSC - GROUP 1 TO: March 31, 2019	9600	0	0

Contract No: 129019

Amendment No: 01

AMENDMENT

Date: March 06, 2017

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: UPPER MICHIGAN ENERGY RESOURCES CORPORATION

ETS Contract No. 129019 dated January 06, 2017 ("Agreement") between Transporter and Shipper is amended effective February 1, 2017 as follows:

Replace Section 5 Rates in its entirety with the following:

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 (“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. 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 5.A.
- C. 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.

Contract No: 129019

Amendment No: 01

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

EXECUTABLE DOCUMENTS NOT REQUIRED.

PRIMARY ROUTE EXHIBIT

**To Agreement Between
ANR PIPELINE COMPANY (Transporter)**

AND UPPER MICHIGAN ENERGY RESOURCES CORPORATION (Shipper)

Contract No: 129019
Rate Schedule: ETS
Contract Date: January 06, 2017
Amendment Date: February 1, 2017

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: February 01, 2017	139258 WPSC - GROUP 1 TO: March 31, 2019	9600	0	0

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

Tariff Sections

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Version

v.37.0.0

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Appendix C
ANR Pipeline Company
Marked Amendments

- 1) Wisconsin Public Service Corporation
Rate Schedule ETS Service Agreement Amendment No. 04 (#111296)

Date: October 06, 2005

Contract No.: 111296

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:

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: October 06, 2005

Contract No.: 111296

5. RATES:

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

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

6. INCORPORATION BY REFERENCE:

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

7. NOTICES:

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

TRANSPORTER:

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

Date: October 06, 2005

Contract No.: 111296

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.: 111296

- 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.: 111296

<u>Gate Station Name</u>	<u>ETS/MDL Quantity Increase</u>	
	<u>(Dth/d)</u>	
	Winter Period	Summer Period
Neenah	50	33
Oshkosh	700	420
South Oshkosh	700	420
Marinette	300	225
Menominee No. 2	1,900	1,330
Crandon	125	75
Lake Nokomis Int.	100	60
Laona	225	135
Monico	50	50
North Wausau	2,600	1,690
Rinelander	500	300
South Wausau	2,050	1,230
Tomahawk	500	300
Manitowoc	1,500	900
Two Rivers	750	450
North Manitowoc	600	360
Total:	12,650	7,978

Date: October 06, 2005

Contract No.: 111296

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 H. Jackson

Title: Mgr-ES&C

Date: Feb 3, 2006

TRANSPORTER: ANR PIPELINE COMPANY

By: Joseph E. Pollard

Title: Agent and Attorney-in-Fact

Date: 2/17/06

Smd 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: 111296
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, 2006	139258 WPSC - GROUP 1 TO: October 31, 2016	12650	0	0

Contract No: 111296
Amendment No: 02

AMENDMENT

Date: March 11, 2008

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN PUBLIC SERVICE CORP.

ETS Contract No. 111296 dated October 06, 2005 ("Agreement") between Transporter and Shipper is amended effective November 01, 2008 as follows:

- 1) Shipper and Transporter have agreed to extend the term under this Agreement to March 31, 2019. An updated Primary Route Exhibit reflecting this change is attached.
- 2) For the period November 01, 2017 through March 31, 2019, Shipper and Transporter have agreed to increase the MDQ from 12,650 to 19,650.
- 3) Effective November 01, 2016, Pursuant to Section 35 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Options under Section 35.1 Loss of Load and Section 35.3 Regulatory Unbundling Order for 12,650 dth/day of the MDQ. To qualify for a reduction, Shipper must meet the notice, certification and/or other requirements stated in the tariff.
- 4) Effective November 01, 2017, Pursuant to Section 35 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Options under Section 35.1 Loss of Load and Section 35.3 Regulatory Unbundling Order for 19,650 dth/day of the MDQ. To qualify for a reduction, Shipper must meet the notice, certification and/or other requirements stated in the tariff.

Contract No: 111296
Amendment No: 02

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

AS 5-8-08
QA 5-8-08

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

Contract No: 111296
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, 2017	139258 WPSC - GROUP 1 TO: March 31, 2019	19650	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2008	139258 WPSC - GROUP 1 TO: October 31, 2017	12650	0	0
277072 ALLIANCE/ANR INT FROM: November 10, 2006	139258 WPSC - GROUP 1 TO: October 31, 2008	12650	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2006	139258 WPSC - GROUP 1 TO: November 09, 2006	0	0	0

Contract No: 111296
Amendment No: 03

AMENDMENT

Date: November 29, 2012

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN PUBLIC SERVICE CORPORATION

ETS Contract No. 111296 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: *Pam Zwick*
Title: *VP, Cost Supply*
Date: *12-11-12*

CA	<i>[initials]</i>
GS	
CR	<i>[initials]</i>
LG	<i>[initials]</i>

(KB)

ANR PIPELINE COMPANY
"Transporter"

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

dh 12/13/12
cc 12/14/12

Contract No: 111296

Amendment No: 04

AMENDMENT

Date: February 01, 2017

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN PUBLIC SERVICE CORPORATION

ETS Contract No. 111296 dated October 06, 2005 ("Agreement") between Transporter and Shipper is amended effective February 01, 2017 as follows:

Shipper has permanently released 9600 MDQ to Upper Michigan under Offer Number 23990.

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

EXECUTABLE DOCUMENTS NOT REQUIRED.

PRIMARY ROUTE EXHIBIT

**To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN PUBLIC SERVICES CORPORATION (Shipper)**

Contract No: 111296
Rate Schedule: ETS
Contract Date: October 6, 2005
Amendment Date: February 1, 2017

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
<u>277072</u>	<u>139258</u>	<u>10050</u>	<u>0</u>	<u>0</u>
<u>ALLIANCE/ANR INT</u>	<u>WPSC - GROUP 1</u>			
<u>FROM: November 01, 2017</u>	<u>TO: March 31, 2019</u>			
<u>277072</u>	<u>139258</u>	<u>3050</u>	<u>0</u>	<u>0</u>
<u>ALLIANCE/ANR INT</u>	<u>WPSC - GROUP 1</u>			
<u>FROM: February 01, 2017</u>	<u>TO: October 31, 2017</u>			
<u>277072</u>	<u>139258</u>	<u>12650</u>	<u>0</u>	<u>0</u>
<u>ALLIANCE/ANR INT</u>	<u>WPSC - GROUP 1</u>			
<u>FROM: November 01, 2008</u>	<u>TO: January 31, 2017</u>			
<u>277072</u>	<u>139258</u>	<u>12650</u>	<u>0</u>	<u>0</u>
<u>ALLIANCE/ANR INT</u>	<u>WPSC - GROUP 1</u>			
<u>FROM: November 10, 2006</u>	<u>TO: October 31, 2008</u>			
<u>277072</u>	<u>139258</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>ALLIANCE/ANR INT</u>	<u>WPSC - GROUP 1</u>			
<u>FROM: November 01, 2006</u>	<u>TO: November 09, 2006</u>			