



November 1, 2018

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 & 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 Amendment  
Docket No. RP19-\_\_\_\_\_ - \_\_\_\_\_

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 one (1) tariff record reflecting one (1) Rate Schedule ETS (“ETS”) negotiated rate service amendment (“Amendment”)<sup>2</sup> to be part of its FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”). ANR requests that the Commission accept the tariff record, included herein as Appendix A, to be effective November 1, 2018.

### Correspondence

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

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<sup>1</sup> 18 C.F.R. Part 154 (2016).

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

John A. Roscher  
Director, Rates & Tariffs  
\* David H. Brown  
Manager, Tariffs  
ANR Pipeline Company  
700 Louisiana Street, Suite 700  
Houston, Texas 77002-2700  
Tel. (832) 320-5512  
E-mail: david\_brown@transcanada.com

\* Richard Bralow  
Legal Counsel  
ANR Pipeline Company  
700 Louisiana Street, Suite 700  
Houston, Texas 77002-2700  
Tel. (832) 320-5177  
E-mail: richard\_bralow@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,<sup>3</sup> the Commission approved, subject to conditions, Section 6.27 of the General Terms and Conditions of ANR's Tariff, which authorized ANR to enter into negotiated rate agreements with its customers.

In accordance with Section 6.27, paragraph 2, ANR is submitting for filing one (1) Amendment between ANR and Wisconsin Electric Power Company ("WEPCO"), as more fully described below:

ANR has agreed to allow WEPCO to change its Primary Receipt Point for negotiated rate ETS Contract No. 107896 to Alliance/ANR Int. (#277072) effective November 1, 2018, and has updated the Primary Route Exhibit to reflect this change. Contract No. 107896 is included in Appendix A as tariff record 9.26.<sup>4</sup>

ANR advises that no undisclosed agreements, etc., are linked to the Amendment, which is included herein as Appendix A.<sup>5</sup> To conform with Order No. 714, ANR is submitting the Amendment in its entirety as tariff record 9.26.<sup>6</sup>

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

<sup>4</sup> Contract No. 107896 was previously filed with and accepted by the Commission as a negotiated rate agreement containing non-conforming provisions. *ANR Pipeline Company*, Docket No. RP18-121-000 (November 28, 2017) (unpublished Director's Letter Order). The non-conforming provisions previously accepted by the Commission in Docket No. RP13-1366-000 remain unchanged.

<sup>5</sup> ANR has elected to report the Amendment by filing it in accordance with Section 6.27 of the General Terms and Conditions of its Tariff. The Amendment provides 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.

ANR is requesting that the Commission accept the Amendment, submitted herein as tariff record 9.26, to be effective November 1, 2018.

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

ANR respectfully requests that the Commission approve the Amendment, included as Appendix A, to be effective November 1, 2018, and respectfully requests waiver of Section 154.207 of the Commission's regulations to allow for this effective date.<sup>7</sup>

### **Other Filings Which May Affect This Proceeding**

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

### **Contents of Filing**

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

1. This transmittal letter;
2. Clean tariff record (Appendix A); and
3. Marked version of the 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 agencies. A copy of this letter, together with any attachments, is available during regular business hours for public inspection at ANR's principal place of business.

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<sup>6</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>7</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").

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 David Brown at (832) 320-5512.

Respectfully submitted,

ANR PIPELINE COMPANY

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

John A. Roscher  
Director, Rates & Tariffs

Enclosures

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

**Tariff Records**

**Section 9 - Negotiated Rate Agreements with Non-conforming Provisions**

<u>Tariff Record</u>	<u>Shipper</u>	<u>Rate Schedule</u>	<u>Agreement</u>	<u>Version</u>
9.26	Wisconsin Electric Power Company	ETS	#107896	v.3.0.0

Enhanced Transportation Service Agreement  
Rate Schedule ETS

Wisconsin Electric Power Company  
(#107896)

Amendment No. 01 Effective Date: April 1, 2006 (Amended and Restated Agreement)  
Amendment No. 07 Effective Date: November 1, 2013  
Amendment No. 09 Effective Date: November 1, 2017  
Amendment No. 10 Effective Date: November 1, 2018

Date: September 27, 2004

Contract No.: 107896  
Amendment 1

### ETS SERVICE AGREEMENT

This **AMENDED AND RESTATED AGREEMENT** ("Agreement") is entered into by ANR PIPELINE COMPANY (Transporter) and WISCONSIN ELECTRIC POWER COMPANY (Shipper), on Feb 18<sup>th</sup> 2005 to become effective upon the later of i) April 1, 2006 or, ii) the Effective Date of the tariff filing dated \_\_\_\_\_. The provisions contained in this **Amended and Restated Agreement** represent the agreement between the parties in its entirety and upon becoming effective supercedes any prior agreements associated with services provided hereunder, including the agreement with the same contract number dated June 26, 2002.

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 commence on April 01, 2006 and shall continue in full force and effect for each Winter Period through March 31, 2010, and for the Winter period of every year thereafter unless terminated by Shipper upon three (3) years prior written notice.

Date: September 27, 2004

Contract No.: 107896  
Amendment 1

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 HOUSTON, TX 77002  
Attention: TRANSPORTATION SERVICES



Date: September 27, 2004

Contract No.: 107896  
Amendment 1

**SHIPPER:**

WISCONSIN ELECTRIC POWER COMPANY  
333 W. EVERETT ST. 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 ST. A308  
MILWAUKEE, WI 53203  
Attention: BOB PLATTETER  
Telephone: 414-221-2895  
Fax: 414-221-5351

**8. FURTHER AGREEMENT:**

- A. Notwithstanding anything to the contrary in Section 5, the rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit during the primary term hereof, shall be the lesser of Transporter's maximum tariff rates or the following:

Term	Monthly Reservation Rate	Commodity Rate
April 1, 2006 through March 31, 2007	\$4.8580 (100% LF rate: \$0.1672)	\$0.0075 per Dth
April 1, 2007 through March 31, 2008	\$4.5560 (100% LF rate: \$0.1573)	\$0.0075 per Dth
April 1, 2008 through March 31, 2010	\$4.2540 (100% LF rate: \$0.1474)	\$0.0075 per Dth

These discounted rates shall be inclusive of all surcharges except Governmental Authority Surcharges, as defined below. Shipper shall be charged ACA and Transporter's Use (Fuel) in accordance with Transporter's FERC Gas Tariff. Governmental Authority Surcharges are surcharges that are mandated by FERC or by another regulatory body to be recovered from Shipper, and similarly situated shippers, are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party. The ACA surcharge would constitute a Governmental Authority Surcharge that Transporter is entitled to collect. New surcharges that are specific to Transporter's system and/or that have any relationship to the costs of operating Transporter's pipeline system, storage facilities, etc. and/or that have any

**Date: September 27, 2004**

**Contract No.: 107896  
Amendment 1**

relationship to costs paid by Transporter for services on other pipeline systems are not Governmental Authority Surcharges. In the event Transporter is required to charge Shipper a rate higher than a rate set forth in this Section 8.A due to the imposition of a charge that is not a Governmental Authority Surcharge, and in the event Transporter and Shipper do not otherwise agree, the Monthly Reservation Rate set forth herein shall be reduced by the amount of the difference between the higher rate and the rate set forth in this Section 8.A.

- B. The rates listed above shall be in effect through the initial term of the contract. For periods after the initial term, Transporter will provide written notice ninety (90) days prior to date Shipper is required to provide notice of termination to Transporter pursuant to Article 4 of its intention to change the rate for the extension and, if so, the new rate, up to the maximum rate, at which the contract will be extended. Absent notice from Transporter, rates shall remain unchanged through the contract extension period.
- C. 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 gate station or group of gate stations operated by Shipper and/or Wisconsin Electric Power Company in the State of Wisconsin; provided, however, Shipper shall not be permitted to change the Primary Receipt Point under this Agreement except as provided in Section mutually agreed to otherwise.
- D. The rate for Secondary Receipts and Deliveries within a zone that is traversed by Shipper's contract path shall be the rate and other charges set forth in Section 8.A. The rate for Secondary Receipts and Deliveries outside a zone that is traversed by Shipper's contract path shall be the rate and other charges set forth in Section 8.A plus the incremental Maximum Reservation and Commodity Rates under Rate Schedule ETS for all zones traversed that are outside the contract path.

Except as otherwise provided herein, the mutually agreed upon rate for the use of any point not addressed in Section 8.A, 8.B, or 8.D, 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, Dakota, Transition Costs and any other fees or surcharges under Transporter's FERC Gas Tariff.

Date: September 27, 2004

Contract No.: 107896  
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- E. In addition, if one rate component which was at or below the applicable Maximum Rate at the time this 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 which rates that had been charged under a discount agreement exceeded rates, which ultimately are found to be just and reasonable.
- F. Shipper shall be entitled to a contractual right of first refusal pursuant to Section 22 of Transporter's FERC Gas Tariff, regardless of whether Shipper might otherwise be ineligible for such right under Section 22.2 or any other section of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- G. Transporter will file this Agreement with FERC as an exhibit to the tariff filing dated 11-12-2004. This Agreement shall be subject to FERC and Public Service Commission of Wisconsin approval.
- H. Shipper shall be entitled to elect reduction options under Sections 35.1 (Loss of Load) and 35.3 (Regulatory Unbundling Order) of Transporter's Tariff. To qualify for a reduction, Shipper must meet the notice, certification and/or other requirements stated in the tariff.

If Shipper reduces its delivery point requirements within the Marshfield Affected Area pursuant to Section 35.1 of Transporter's Tariff, Shipper may elect to reduce the MDQ of this Agreement by the amount of the delivery point requirement reduction.

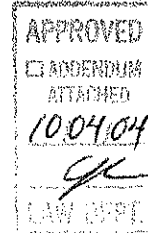
Date: September 27, 2004

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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**

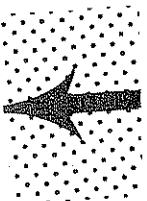
By: Peter Newman  
Title: Peter Newman  
General Manager-Gas Planning  
Date: 2-18-2005



**TRANSPORTER: ANR PIPELINE COMPANY**

By: Joseph E. Pollack  
Title: Agent and Attorney-in-Fact  
Date: 3/2/05

*SMW  
PK 3/1/05*



Contract No: 107896  
Amendment No: 07

## AMENDMENT

Date: July 22, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN ELECTRIC POWER COMPANY

ETS Contract No. 107896 dated June 26, 2002 (“Agreement”) between Transporter and Shipper is amended effective the later of November 01, 2013, or, upon the in-service date of Transporter’s Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”) (“Amendment No. 7 Effective Date”), which is necessary to provide the services hereunder as follows:

- 1) As of the Amendment No. 7 Effective Date, Shipper and Transporter have agreed to replace Section 4. **TERM OF AGREEMENT** in its entirety with the following:

The term of this Agreement will continue through October 31, 2023.

- 2) Shipper and Transporter have agreed to replace Section 5. **RATES** in its entirety with the following:

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

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

- 3) Shipper and Transporter have agreed to replace Section 7. **NOTICES** in its entirety with the following:

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

Contract No: 107896  
Amendment No: 07

**TRANSPORTER:**

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

**SHIPPER:**

WISCONSIN ELECTRIC POWER COMPANY  
333 W. Everett Street - A308  
Milwaukee, Wisconsin 53203  
Attention: RICHARD QUICK

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

**INVOICES AND STATEMENTS:**

WISCONSIN ELECTRIC POWER COMPANY  
231 W. Michigan Street – PSB-P277  
Milwaukee, Wisconsin 53203  
Attention: GLORIA GRABARCZYK

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

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

- A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be 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 FERC Gas Tariff. 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 Receipts  
Secondary Delivery(ies): All ML 7 Deliveries

- B. 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:

Contract No: 107896  
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- 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%<sup>1</sup> (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 this Agreement.
- 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 ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's FERC Gas Tariff.
- D. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.
- E. Shipper and Transporter have agreed to move the primary receipt point for contract MDQ to Will County (246067). The effective date of the move will be the first day of the next month that is at least 30 days after the in-service date of the MRP Facilities (but not earlier than November 1, 2013); provided, however, in the event the effective date would occur during the months of November through March, Shipper shall have the right to elect to delay the effective date of the move until the next April 1. Shipper will have the right to request to move the primary receipt point for all or part of the capacity back to Marshfield at any time subject to the provisions of Transporter's Tariff.
- F. 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 Section 8.A, of this Agreement 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 gate station or group of gate stations operated by Shipper and/or Wisconsin Gas LLC in the State of Wisconsin.

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<sup>1</sup> The parties to the Settlement Agreement agreed to use a factor equal to 13.89% ("Cost Factor") to determine the incremental monthly surcharge payment applicable to the Complainants in the Settlement Agreement.

Contract No: 107896  
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All other terms and conditions of the Agreement shall remain in full force and effect.

**WISCONSIN ELECTRIC POWER COMPANY**  
"Shipper"

By: *Scott C. Moschea*  
Title: Scott C. Moschea  
Manager Gas Supply  
Date: 09/16/11

**ANR PIPELINE COMPANY**  
"Transporter"

By: *Joseph E. Pollack*  
Title: Director, - Commercial Services  
Date: 9/22/11

*JEP*  
9/12/11

*AB* 9-20-11  
cc 9-21-11

Legal
<i>DP</i>
9/12/11
Date

*AB*  
9/12/11



Contract No: 107896  
Amendment No: 09

AMENDMENT

Date: September 06, 2017

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN ELECTRIC POWER COMPANY

ETS Contract No. 107896 dated June 26, 2002 ("Agreement") between Transporter and Shipper is amended effective November 01, 2017 as follows:

1) Shipper and Transporter have agreed to increase the winter MDQ under this Agreement from 13,000 Dth/day to 17,500 Dth/day.

2) Shipper and Transporter agree to add the below language to Section 3 Contract Quantities:

If Transportation Service is to be provided at differing levels during the term of the Agreement, those quantities are set forth in the Primary Route Exhibit.

3) 4. TERM OF AGREEMENT: (amended and restated in its entirety)

November 1, 2003 to

October 31, 2023

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)

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.

4) 5. RATES: (Amended and restated in its entirety)

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter and Shipper have agreed otherwise as provided herein.

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

A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Fixed Monthly Reservation Rate of \$4.858 per dth and a Fixed Commodity Rate of \$0.0075. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. 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 Receipts  
Secondary Delivery(ies): All ML 7 Deliveries

B. 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:

- 1) 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%<sup>1</sup> (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

- 2) 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.
- 3) 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.
- 4) Transporter will collect this surcharge through this Agreement.

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

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<sup>1</sup> The parties to the settlement Agreement agreed to use a factor equal to 13.89% ("Cost Factor") to determine the incremental monthly surcharge payment applicable to the Complainants in the Settlement Agreement.

Contract No: 107896  
Amendment No: 09

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.

D. 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 Section 8.A, of this Agreement 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 gate station or group of gate stations operated by Shipper and/or Wisconsin Gas LLC in the State of Wisconsin.

5) 8. FURTHER AGREEMENT (Amended and restated in its entirety)

None

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

WISCONSIN ELECTRIC POWER COMPANY  
"Shipper"

By: [Signature]  
Title: Dir Gas Supply & Control  
Date: 9-27-17

*PA  
9/28/17  
CW 9-28-17*

ANR PIPELINE COMPANY  
"Transporter"

By: [Signature]  
Title: Director, Transportation Accounting and Contracts  
Date: 10/6/17

*AR 9/8/17*

Legal  
SH  
~~9/11/17~~  
Date

Contract No: 107896  
Amendment No: 10

AMENDMENT

Date: April 05, 2018

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN ELECTRIC POWER COMPANY

ETS Contract No. 107896 dated June 26, 2002 ("Agreement") between Transporter and Shipper is amended effective November 01, 2018 as follows:

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

"Shipper"

By: Gayle A. Meslin  
Title: Manager Gas Supply  
Date: 4/6/18

ANR PIPELINE COMPANY

"Transporter"

By: Kay Jensen  
Title: Director, Transportation Accounting and Contracts  
Date: 4/12/18

*c.l. 4/6/18*  
*CW 4-11-18*  
*TR 4-12-18*

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

Contract No: 107896  
Rate Schedule: ETS  
Contract Date: June 26, 2002  
Amendment Date: April 05, 2018

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: April 01, 2023	139256 WISC EPC-GRP 1 TO: October 31, 2023	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2022	139256 WISC EPC-GRP 1 TO: March 31, 2023	0	17500	0
277072 ALLIANCE/ANR INT FROM: April 01, 2022	139256 WISC EPC-GRP 1 TO: October 31, 2022	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2021	139256 WISC EPC-GRP 1 TO: March 31, 2022	0	17500	0
277072 ALLIANCE/ANR INT FROM: April 01, 2021	139256 WISC EPC-GRP 1 TO: October 31, 2021	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2020	139256 WISC EPC-GRP 1 TO: March 31, 2021	0	17500	0
277072 ALLIANCE/ANR INT FROM: April 01, 2020	139256 WISC EPC-GRP 1 TO: October 31, 2020	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2019	139256 WISC EPC-GRP 1 TO: March 31, 2020	0	17500	0
277072 ALLIANCE/ANR INT FROM: April 01, 2019	139256 WISC EPC-GRP 1 TO: October 31, 2019	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2018	139256 WISC EPC-GRP 1 TO: March 31, 2019	0	17500	0

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

Contract No: 107896  
 Rate Schedule: ETS  
 Contract Date: June 26, 2002  
 Amendment Date: April 05, 2018

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
246067 WILL COUNTY INT FROM: April 01, 2018	139256 WISC EPC-GRP 1 TO: October 31, 2018	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2017	139256 WISC EPC-GRP 1 TO: March 31, 2018	0	17500	0
246067 WILL COUNTY INT FROM: April 01, 2017	139256 WISC EPC-GRP 1 TO: October 31, 2017	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2016	139256 WISC EPC-GRP 1 TO: March 31, 2017	0	13000	0
246067 WILL COUNTY INT FROM: April 01, 2016	139256 WISC EPC-GRP 1 TO: October 31, 2016	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2015	139256 WISC EPC-GRP 1 TO: March 31, 2016	0	13000	0
246067 WILL COUNTY INT FROM: April 01, 2015	139256 WISC EPC-GRP 1 TO: October 31, 2015	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2014	139256 WISC EPC-GRP 1 TO: March 31, 2015	0	13000	0
246067 WILL COUNTY INT FROM: April 01, 2014	139256 WISC EPC-GRP 1 TO: October 31, 2014	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2013	139256 WISC EPC-GRP 1 TO: March 31, 2014	0	17500	0

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

Contract No: 107896  
Rate Schedule: ETS  
Contract Date: June 26, 2002  
Amendment Date: April 05, 2018

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
28873 MARSHFIELD/VIKING INT FROM: April 01, 2013	139256 WISC EPC-GRP 1 TO: October 31, 2013	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2012	139256 WISC EPC-GRP 1 TO: March 31, 2013	0	17500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2012	139256 WISC EPC-GRP 1 TO: October 31, 2012	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2011	139256 WISC EPC-GRP 1 TO: March 31, 2012	0	17500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2011	139256 WISC EPC-GRP 1 TO: October 31, 2011	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2010	139256 WISC EPC-GRP 1 TO: March 31, 2011	0	17500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2010	139256 WISC EPC-GRP 1 TO: October 31, 2010	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2009	139256 WISC EPC-GRP 1 TO: March 31, 2010	0	17500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2009	139256 WISC EPC-GRP 1 TO: October 31, 2009	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2008	139256 WISC EPC-GRP 1 TO: March 31, 2009	0	17500	0

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

Contract No: 107896  
 Rate Schedule: ETS  
 Contract Date: June 26, 2002  
 Amendment Date: April 05, 2018

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
28873 MARSHFIELD/VIKING INT FROM: April 01, 2008	139256 WISC EPC-GRP 1 TO: October 31, 2008	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2007	139256 WISC EPC-GRP 1 TO: March 31, 2008	0	17500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2007	139256 WISC EPC-GRP 1 TO: October 31, 2007	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2006	139256 WISC EPC-GRP 1 TO: March 31, 2007	0	17500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2006	139256 WISC EPC-GRP 1 TO: October 31, 2006	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2003	139256 WISC EPC-GRP 1 TO: March 31, 2006	17500	0	0



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

**Marked Amendments**

- 1) Wisconsin Electric Power Company  
Rate Schedule ETS Service Agreement Amendment No. 10 (#107896)

Contract No: 107896  
Amendment No: 10

**AMENDMENT**

Date: April 05, 2018

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN ELECTRIC POWER COMPANY

ETS Contract No. 107896 dated June 26, 2002 ("Agreement") between Transporter and Shipper is amended effective November 01, 2018 as follows:

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

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

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

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

**ANR PIPELINE COMPANY**  
**"Transporter"**

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

**Title:** Director, Transportation Accounting and Contracts

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

PRIMARY ROUTE EXHIBIT  
 To Agreement Between  
 ANR PIPELINE COMPANY (Transporter)  
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277072 <u>ALLIANCE/ANR INT</u> FROM: November 01, 2022	139256 WISC EPC-GRP 1 TO: March 31, 2023	0	17500	0
277072 <u>ALLIANCE/ANR INT</u> FROM: April 01, 2022	139256 WISC EPC-GRP 1 TO: October 31, 2022	0	0	0
277072 <u>ALLIANCE/ANR INT</u> FROM: November 01, 2021	139256 WISC EPC-GRP 1 TO: March 31, 2022	0	17500	0
277072 <u>ALLIANCE/ANR INT</u> FROM: April 01, 2021	139256 WISC EPC-GRP 1 TO: October 31, 2021	0	0	0
277072 <u>ALLIANCE/ANR INT</u> FROM: November 01, 2020	139256 WISC EPC-GRP 1 TO: March 31, 2021	0	17500	0
277072 <u>ALLIANCE/ANR INT</u> FROM: April 01, 2020	139256 WISC EPC-GRP 1 TO: October 31, 2020	0	0	0
277072 <u>ALLIANCE/ANR INT</u> FROM: November 01, 2019	139256 WISC EPC-GRP 1 TO: March 31, 2020	0	17500	0
277072 <u>ALLIANCE/ANR INT</u> FROM: April 01, 2019	139256 WISC EPC-GRP 1 TO: October 31, 2019	0	0	0
277072 <u>ALLIANCE/ANR INT</u> FROM: November 01, 2018	139256 WISC EPC-GRP 1 TO: March 31, 2019	0	17500	0

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246067 WILL COUNTY INT FROM: November 01, 2017	139256 WISC EPC-GRP 1 TO: March 31, 2018	0	17500	0
246067 WILL COUNTY INT FROM: April 01, 2017	139256 WISC EPC-GRP 1 TO: October 31, 2017	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2016	139256 WISC EPC-GRP 1 TO: March 31, 2017	0	13000	0
246067 WILL COUNTY INT FROM: April 01, 2016	139256 WISC EPC-GRP 1 TO: October 31, 2016	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2015	139256 WISC EPC-GRP 1 TO: March 31, 2016	0	13000	0
246067 WILL COUNTY INT FROM: April 01, 2015	139256 WISC EPC-GRP 1 TO: October 31, 2015	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2014	139256 WISC EPC-GRP 1 TO: March 31, 2015	0	13000	0
246067 WILL COUNTY INT FROM: April 01, 2014	139256 WISC EPC-GRP 1 TO: October 31, 2014	0	0	0
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28873 MARSHFIELDNIKING INT FROM: April 01, 2013	139256 WISC EPC-GRP 1 TO: October 31, 2013	0	0	0
28873 MARSHFIELDNIKING INT FROM: November 01, 2012	139256 WISC EPC-GRP 1 TO: March 31, 2013	0	17500	0
28873 MARSHFIELDNIKING INT FROM: April 01, 2012	139256 WISC EPC-GRP 1 TO: October 31, 2012	0	0	0
28873 MARSHFIELDNIKING INT FROM: November 01, 2011	139256 WISC EPC-GRP 1 TO: March 31, 2012	0	17500	0
28873 MARSHFIELDNIKING INT FROM: April 01, 2011	139256 WISC EPC-GRP 1 TO: October 31, 2011	0	0	0
28873 MARSHFIELDNIKING INT FROM: November 01, 2010	139256 WISC EPC-GRP 1 TO: March 31, 2011	0	17500	0
28873 MARSHFIELDNIKING INT FROM: April 01, 2010	139256 WISC EPC-GRP 1 TO: October 31, 2010	0	0	0
28873 MARSHFIELDNIKING INT FROM: November 01, 2009	139256 WISC EPC-GRP 1 TO: March 31, 2010	0	17500	0
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28873 MARSHFIELDNIKING INT FROM: November 01, 2007	139256 WISC EPC-GRP 1 TO: March 31, 2008	0	17500	0
28873 MARSHFIELDNIKING INT FROM: April 01, 2007	139256 WISC EPC-GRP I TO: October 31, 2007	0	0	0
28873 MARSHFIELDN! KING INT FROM: November 01, 2006	139256 WISC EPC-GRP 1 TO: March 31, 2007	0	17500	0
28873 MARSHFIELDNIKING INT FROM: April 01, 2006	139256 WISC EPC-GRP 1 TO: October 31, 2006	0	0	0
28873 MARSHFIELDNIKING INT FROM: November 01, 2003	139256 WISC EPC-GRP I TO: March 31, 2006	17500	0	0