TransCanada
In business to deliver

October 27, 2008

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426

Re: ANR Pipeline Company
Negotiated Rate Agreement
Docket No. RP99-301-___

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act ("NGA") and Part 154 of the Regulations of the Federal Energy Regulatory Commission ("Commission"), 18 C.F.R. Part 154, ANR Pipeline Company ("ANR") hereby tenders for filing and acceptance an original and five (5) copies of an amendment to five (5) Rate Schedule FTS-3 negotiated rate agreements between ANR and Wisconsin Electric Power Company ("Contract Nos. 109974, 109975, 109976, 111494 and 111730"). ANR requests that the Commission approve the Amended Contracts to be effective on November 1, 2008.

Statement of Nature, Reasons and Basis For the Filing

The purpose of this filing is to modify Contract Nos. 109974, 109975, 109976, 111494 and 111730[1] as follows: in Contract No. 109974, ANR has agreed to revise the Hartford East meter station minimum pressure from 540 to 563 PSIG, revise the Maximum Hourly Quantity delivered from 4,375 to 6,563 Dth/h, revise the Maximum Daily Quantity delivered from 70,000 to 105,008 Dth/d, and pursuant to Section 11.3 of ANR's General Terms and Conditions revise the conditional pressure commitment from 540 to 563 PSIG. In Contract No. 109975, ANR has agreed to revise the Hartford East meter station minimum pressure from 560 to 563 PSIG, revise the Maximum Hourly Quantity delivered from 5,938 to 6,563 Dth/h, revise the Maximum Daily Quantity delivered from 95,008 to 105,008 Dth/d, and pursuant to Section 11.3 of ANR's General Terms and Conditions revise the conditional pressure commitment from 560 to 563 PSIG. In Contract No. 109976, ANR has agreed to revise the Hartford East meter station minimum pressure from 540 to 563 PSIG, revise the Maximum Hourly Quantity delivered from 4,375 to 6,563 Dth/h, revise the Maximum Daily Quantity delivered from 70,000 to 105,008 Dth/d, and pursuant to Section 11.3 of ANR's General Terms and Conditions revise the

[1] Contract Nos. 109974, 109975 and 109976 were approved by the Commission effective 11/1/05 at Docket No. RP99-301-117. Contract No. 111494 was approved by the Commission effective 6/1/05 at Docket No. RP99-301-132. Contract No. 111730 was approved by the Commission effective 11/1/07 at Docket No. RP99-301-140.

conditional pressure commitment from 540 to 563 PSIG. In Contract No. 111494, ANR has agreed to revise the Hartford East meter station minimum pressure from 540 to 563 PSIG, revise the Maximum Hourly Quantity delivered from 4,375 to 6,563 Dth/h, revise the Maximum Daily Quantity delivered from 70,000 to 105,008 Dth/d, and pursuant to Section 11.3 of ANR's General Terms and Conditions revise the conditional pressure commitment from 540 to 563 PSIG. In Contract No. 111730, ANR has agreed to revise the Hartford East meter station minimum pressure from 560 to 563 PSIG, revise the Maximum Hourly Quantity delivered from 5,938 to 6,563 Dth/h, revise the Maximum Daily Quantity delivered from 95,008 to 105,008 Dth/d, and pursuant to Section 11.3 of ANR's General Terms and Conditions revise the conditional pressure commitment from 560 to 563 PSIG.

With regard to the requirements for negotiated rate filings, the Commission has stated that, "in any pipeline filing of a negotiated rate agreement, any other agreement, understanding, negotiation or consideration linked to the agreement must be disclosed by the pipeline's filing." Columbia Gulf Transmission Company, 85 FERC ¶ 61,373, at 62,424 (1998). ANR advises that no undisclosed agreements, etc., are linked to the Amended Contracts submitted herein.

Pursuant to Section 30.2 of the General Terms and Conditions of ANR's FERC Gas Tariff, ANR hereby tenders the Amended Contracts and requests that the Commission approve the Amended Contracts to go into effect on November 1, 2008[2].

Material Enclosed

In accordance with 18 C.F.R. §154.7(a)(1), ANR states that the following items are included in this filing:

(1) The instant transmittal letter; and

(2) A paper copy of the subject Amended Contracts.

Pursuant to 18 C.F.R. Section 385.2011 of the Commission's regulations, the undersigned states that the contents of the paper copies attached are true to the best of their knowledge and belief.

[2] ANR is also submitting a redlined version of the Amended Contract illustrating the changes that have been made.

Service and Correspondence

The undersigned certifies that a copy of this filing has been mailed to each of ANR's customers and affected state regulatory commissions in accordance with Section 154.208 of the Commission's regulations. In addition, a copy of this filing is available for public inspection during regular business hours in ANR's office at 717 Texas Street, Houston, Texas 77002-2761.

The names, titles and mailing address of the persons to whom correspondence and communications concerning this filing should be directed are as follows:

M. Catharine Davis
Associate General Counsel
ANR Pipeline Company
717 Texas Street
Houston, Texas 77002-2761
Tel. (832) 320-5509
Fax (832) 320-5555
catharine_davis@transcanada.com

Robert D. Jackson
Director, Rates and Regulatory Affairs
ANR Pipeline Company
717 Texas Street
Houston, Texas 77002-2761
Tel. (832) 320-5487
Fax (832) 320-5555
robert_jackson@transcanada.com

Effective Date

ANR respectfully requests that the Commission grant all waivers of its regulations and ANR's FERC Gas Tariff necessary to accept this filing and approve the Amended Contracts to be effective November 1, 2008.

Any questions regarding this filing may be directed to the undersigned at (832) 320-5503.

Respectfully submitted,

ANR PIPELINE COMPANY

Dean Ferguson
Vice President, Marketing and
Business Development

Contract No: 109974
Amendment No: 02

AMENDMENT

Date: October 01, 2008

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN ELECTRIC POWER COMPANY

FTS-3 Contract No. 109974 dated December 10, 2003 ("Agreement") between Transporter and Shipper is amended effective ~~October 15, 2008~~ as follows: 11/1/08 yd

Shipper and Transporter have agreed to replace Further Agreement Section 8. D. in its entirety with the following:

8. D. Pursuant to Section 11.3 of the General Terms and Conditions of ANR's FERC Gas Tariff, Transporter and Shipper agree to the following minimum delivery pressure:

(i) During the term of this Agreement, Transporter shall provide service under this Service Agreement to Shipper at the Hartford East meter station, with a minimum pressure equal to or greater than 563 PSIG, provided that the following conditions are maintained and satisfied:

(a) The sum of Shipper's Maximum Hourly Quantity delivered at the Hartford East Meter Station has not exceeded 6,563 Dth/h;

(b) The sum of Shipper's Maximum Daily Quantity delivered at the Hartford East Meter Station has not exceeded 105,008 Dth/d;

(c) Shipper has informed Transporter's Gas Control at least 24 hours prior to its use of the Port Washington Generating Station ("PWGS"). In addition, Shipper shall provide Transporter's Gas Control with a good faith estimate of its hourly profile of "burn rates" for the PWGS at least 12 hours prior to the scheduled start up; and,

(d) No Force Majeure event has occurred that would interfere with ANR's ability to maintain such delivery pressure.

(ii) Pursuant to Section 11.3 of the GT&C of ANR's FERC Gas Tariff, the conditional pressure commitment of 563 PSIG as set forth in this Paragraph 8.D is a component of Shipper's primary firm service. Accordingly, ANR shall maintain the minimum pressure as a primary firm component when scheduling service pursuant to the priorities of Section 10 of the GT&C of ANR's Tariff to the extent such scheduled volumes would otherwise exceed the conditions set forth in subparagraph D(i)(a) and (b), above.

(iii) To the extent that Shipper fails to meet the conditions set forth in this Paragraph 8.D on any Service Day, Transporter shall not be required to meet the minimum pressure required for the remainder of such Service Day.

Contract No: 109974
Amendment No: 02

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

WISCONSIN ELECTRIC POWER COMPANY
"Shipper"

By: Jayne A. Nelson

Title: Manager - Gas Resources

Date: 10/17/08

WEPCO Legal Review
MEB

WEPCO Finance Review
DAB

ANR PIPELINE COMPANY
"Transporter"

By:

Title: Agent and Attorney-in-Fact

Date: 10/23/08

AB 10-22-08
10-23-08

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

Contract No: 109974
Rate Schedule: FTS-3
Contract Date: December 10, 2003
Amendment Date: October 01, 2008

Receipt Location Name	Delivery Location Name	Annual MDQ/ MHQ (DTH)	Winter MDQ/ MHQ (DTH)	Summer MDQ/ MHQ (DTH)
277072	384136	49808	0	0
		3113	0	0
ALLIANCE/ANR INT	HARTFORD EAST			
FROM: November 01, 2005	TO: October 31, 2015			

Contract No: 109974
Amendment No: 02

AMENDMENT

Date: October 01, 2008

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN ELECTRIC POWER COMPANY

FTS-3 Contract No. 109974 dated December 10, 2003 ("Agreement") between Transporter and Shipper is amended effective November 01, 2008 as follows:

Shipper and Transporter have agreed to replace Further Agreement Section 8. D. in its entirety with the following:

8. D. Pursuant to Section 11.3 of the General Terms and Conditions of ANR's FERC Gas Tariff, Transporter and Shipper agree to the following minimum delivery pressure:

(i) During the term of this Agreement, Transporter shall provide service under this Service Agreement to Shipper at the Hartford East meter station, with a minimum pressure equal to or greater than ~~540~~ 563 PSIG, provided that the following conditions are maintained and satisfied:

(a) The sum of Shipper's Maximum Hourly Quantity delivered at the Hartford East Meter Station has not exceeded ~~4,375~~6,563 Dth/h;

(b) The sum of Shipper's Maximum Daily Quantity delivered at the Hartford East Meter Station has not exceeded ~~70,000~~105,008 Dth/d;

(c) Shipper has informed Transporter's Gas Control at least 24 hours prior to its use of the Port Washington Generating Station ("PWGS"). In addition, Shipper shall provide Transporter's Gas Control with a good faith estimate of its hourly profile of "burn rates" for the PWGS at least 12 hours prior to the scheduled start up; and,

(d) No Force Majeure event has occurred that would interfere with ANR's ability to maintain such delivery pressure.

(ii) Pursuant to Section 11.3 of the GT&C of ANR's FERC Gas Tariff, the conditional pressure commitment of ~~540~~ 563 PSIG as set forth in this Paragraph 8.D is a component of Shipper's primary firm service. Accordingly, ANR shall maintain the minimum pressure as a primary firm component when scheduling service pursuant to the priorities of Section 10 of the GT&C of ANR's Tariff to the extent such scheduled volumes would otherwise exceed the conditions set forth in subparagraph D(i)(a) and (b), above.

(iii) To the extent that Shipper fails to meet the conditions set forth in this Paragraph 8.D on any Service Day, Transporter shall not be required to meet the minimum pressure required for the remainder of such Service Day.

Contract No: 109974
Amendment No: 02

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

WISCONSIN ELECTRIC POWER COMPANY
"Shipper"

By: _____

Title: _____

Date: _____

ANR PIPELINE COMPANY
"Transporter"

By: _____

Title: _____

Date: _____

Contract No: 109975
Amendment No: 03

AMENDMENT

Date: October 01, 2008

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN ELECTRIC POWER COMPANY

FTS-3 Contract No. 109975 dated December 10, 2004 ("Agreement") between Transporter and Shipper is amended effective ~~October 15, 2008~~ 11/1/08 as follows:

Shipper and Transporter have agreed to replace Further Agreement Section 8. D. in its entirety with the following:

8. D. Pursuant to Section 11.3 of the General Terms and Conditions of ANR's FERC Gas Tariff, Transporter and Shipper agree to the following minimum delivery pressure:

(i) During the term of this Agreement, Transporter shall provide service under this Service Agreement to Shipper at the Hartford East meter station, with a minimum pressure equal to or greater than 563 PSIG, provided that the following conditions are maintained and satisfied:

(a) The sum of Shipper's Maximum Hourly Quantity delivered at the Hartford East Meter Station has not exceeded 6,563 Dth/h;

(b) The sum of Shipper's Maximum Daily Quantity delivered at the Hartford East Meter Station has not exceeded 105,008 Dth/d;

(c) Shipper has informed Transporter's Gas Control at least 24 hours prior to its use of the Port Washington Generating Station ("PWGS"). In addition, Shipper shall provide Transporter's Gas Control with a good faith estimate of its hourly profile of "burn rates" for the PWGS at least 12 hours prior to the scheduled start up; and,

(d) No Force Majeure event has occurred that would interfere with ANR's ability to maintain such delivery pressure.

(ii) Pursuant to Section 11.3 of the GT&C of ANR's FERC Gas Tariff, the conditional pressure commitment of 563 PSIG as set forth in this Paragraph 8.D is a component of Shipper's primary firm service. Accordingly, ANR shall maintain the minimum pressure as a primary firm component when scheduling service pursuant to the priorities of Section 10 of the GT&C of ANR's Tariff to the extent such scheduled volumes would otherwise exceed the conditions set forth in subparagraph D(i)(a) and (b), above.

(iii) To the extent that Shipper fails to meet the conditions set forth in this Paragraph 8.D on any Service Day, Transporter shall not be required to meet the minimum pressure required for the remainder of such Service Day.

Contract No: 109975
Amendment No: 03

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

WISCONSIN ELECTRIC POWER COMPANY
"Shipper"

By: Jayne A. Drisen

Title: Manager - Gas Resources

Date: 10/17/08

WEPCO Finance Review
DRB 10-16-08

WEPCO Legal Review
MEB 10-16-08

ANR PIPELINE COMPANY
"Transporter"

By: [signature]

Title: Agent and Attorney-in-Fact

Date: 10/23/08

ABB 10-22-08
[initials] 10-23-08

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

Contract No: 109975
Rate Schedule: FTS-3
Contract Date: December 10, 2004
Amendment Date: October 01, 2008

Receipt Location Name	Delivery Location Name	Annual MDQ/ MHQ (DTH)	Winter MDQ/ MHQ (DTH)	Summer MDQ/ MHQ (DTH)
103702	384136	10000	0	0
		625	0	0
S W HEADSTATION	HARTFORD EAST			
FROM: November 01, 2005	TO: October 31, 2015			

Contract No: 109975
Amendment No: 03

AMENDMENT

Date: October 01, 2008

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN ELECTRIC POWER COMPANY

FTS-3 Contract No. 109975 dated December 10, 2004 ("Agreement") between Transporter and Shipper is amended effective November 01, 2008 as follows:

Shipper and Transporter have agreed to replace Further Agreement Section 8. D. in its entirety with the following:

8. D. Pursuant to Section 11.3 of the General Terms and Conditions of ANR's FERC Gas Tariff, Transporter and Shipper agree to the following minimum delivery pressure:

(i) During the term of this Agreement, Transporter shall provide service under this Service Agreement to Shipper at the Hartford East meter station, with a minimum pressure equal to or greater than ~~560~~ 563 PSIG, provided that the following conditions are maintained and satisfied:

(a) The sum of Shipper's Maximum Hourly Quantity delivered at the Hartford East Meter Station has not exceeded ~~5,938~~6,563 Dth/h;

(b) The sum of Shipper's Maximum Daily Quantity delivered at the Hartford East Meter Station has not exceeded ~~95,008~~105,008 Dth/d;

(c) Shipper has informed Transporter's Gas Control at least 24 hours prior to its use of the Port Washington Generating Station ("PWGS"). In addition, Shipper shall provide Transporter's Gas Control with a good faith estimate of its hourly profile of "burn rates" for the PWGS at least 12 hours prior to the scheduled start up; and,

(d) No Force Majeure event has occurred that would interfere with ANR's ability to maintain such delivery pressure.

(ii) Pursuant to Section 11.3 of the GT&C of ANR's FERC Gas Tariff, the conditional pressure commitment of ~~560~~ 563 PSIG as set forth in this Paragraph 8.D is a component of Shipper's primary firm service. Accordingly, ANR shall maintain the minimum pressure as a primary firm component when scheduling service pursuant to the priorities of Section 10 of the GT&C of ANR's Tariff to the extent such scheduled volumes would otherwise exceed the conditions set forth in subparagraph D(i)(a) and (b), above.

(iii) To the extent that Shipper fails to meet the conditions set forth in this Paragraph 8.D on any Service Day, Transporter shall not be required to meet the minimum pressure required for the remainder of such Service Day.

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

WISCONSIN ELECTRIC POWER COMPANY
"Shipper"

By: _____

Title: _____

Date: _____

ANR PIPELINE COMPANY
"Transporter"

By: _____

Title: _____

Date: _____

Contract No: 109976
Amendment No: 03

AMENDMENT

Date: October 01, 2008

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN ELECTRIC POWER COMPANY

FTS-3 Contract No. 109976 dated December 26, 2004 ("Agreement") between Transporter and Shipper is amended effective ~~October 15, 2008~~ 11/1/08 as follows:

Shipper and Transporter have agreed to replace Further Agreement Section 8. D. in its entirety with the following:

8. D. Pursuant to Section 11.3 of the General Terms and Conditions of ANR's FERC Gas Tariff, Transporter and Shipper agree to the following minimum delivery pressure:

(i) During the term of this Agreement, Transporter shall provide service under this Service Agreement to Shipper at the Hartford East meter station, with a minimum pressure equal to or greater than 563 PSIG, provided that the following conditions are maintained and satisfied:

(a) The sum of Shipper's Maximum Hourly Quantity delivered at the Hartford East Meter Station has not exceeded 6,563 Dth/h;

(b) The sum of Shipper's Maximum Daily Quantity delivered at the Hartford East Meter Station has not exceeded 105,008 Dth/d;

(c) Shipper has informed Transporter's Gas Control at least 24 hours prior to its use of the Port Washington Generating Station ("PWGS"). In addition, Shipper shall provide Transporter's Gas Control with a good faith estimate of its hourly profile of "burn rates" for the PWGS at least 12 hours prior to the scheduled start up; and,

(d) No Force Majeure event has occurred that would interfere with ANR's ability to maintain such delivery pressure.

(ii) Pursuant to Section 11.3 of the GT&C of ANR's FERC Gas Tariff, the conditional pressure commitment of 563 PSIG as set forth in this Paragraph 8.D is a component of Shipper's primary firm service. Accordingly, ANR shall maintain the minimum pressure as a primary firm component when scheduling service pursuant to the priorities of Section 10 of the GT&C of ANR's Tariff to the extent such scheduled volumes would otherwise exceed the conditions set forth in subparagraph D(i)(a) and (b), above.

(iii) To the extent that Shipper fails to meet the conditions set forth in this Paragraph 8.D on any Service Day, Transporter shall not be required to meet the minimum pressure required for the remainder of such Service Day.

Contract No: 109976
Amendment No: 03

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

WISCONSIN ELECTRIC POWER COMPANY
"Shipper"

By: Jayne A. Olsen

Title: Manager - Gas Resources

Date: 10/17/08

WEPCO Legal Review
MRB

WEPCO Finance Review
DRB

ANR PIPELINE COMPANY
"Transporter"

By:

Title: Agent and Attorney-in-Fact

Date: 10/23/08

AB 10-22-08
CS 10-23-08

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

Contract No: 109976
Rate Schedule: FTS-3
Contract Date: December 26, 2004
Amendment Date: October 01, 2008

Receipt Location Name	Delivery Location Name	Annual MDQ/ MHQ (DTH)	Winter MDQ/ MHQ (DTH)	Summer MDQ/ MHQ (DTH)
384136	153808	0	0	0
		0	0	0
HARTFORD EAST	ANRPL STORAGE FACILITIES			
FROM: April 01, 2015	TO: October 31, 2015			
153808	384136	0	10192	0
		0	637	0
ANRPL STORAGE FACILITIES	HARTFORD EAST			
FROM: November 01, 2014	TO: March 31, 2015			
384136	153808	0	0	0
		0	0	0
HARTFORD EAST	ANRPL STORAGE FACILITIES			
FROM: April 01, 2014	TO: October 31, 2014			
153808	384136	0	10192	0
		0	637	0
ANRPL STORAGE FACILITIES	HARTFORD EAST			
FROM: November 01, 2013	TO: March 31, 2014			
384136	153808	0	0	0
		0	0	0
HARTFORD EAST	ANRPL STORAGE FACILITIES			
FROM: April 01, 2013	TO: October 31, 2013			
153808	384136	0	10192	0
		0	637	0
ANRPL STORAGE FACILITIES	HARTFORD EAST			
FROM: November 01, 2012	TO: March 31, 2013			
384136	153808	0	0	0
		0	0	0
HARTFORD EAST	ANRPL STORAGE FACILITIES			
FROM: April 01, 2012	TO: October 31, 2012			
153808	384136	0	10192	0
		0	637	0
ANRPL STORAGE FACILITIES	HARTFORD EAST			
FROM: November 01, 2011	TO: March 31, 2012			
384136	153808	0	0	0

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

Contract No: 109976
Rate Schedule: FTS-3
Contract Date: December 26, 2004
Amendment Date: October 01, 2008

Receipt Location Name	Delivery Location Name	Annual MDQ/ MHQ (DTH)	Winter MDQ/ MHQ (DTH)	Summer MDQ/ MHQ (DTH)
		0	0	0
HARTFORD EAST FROM: April 01, 2011	ANRPL STORAGE FACILITIES TO: October 31, 2011			
153808	384136	0 0	10192 637	0 0
ANRPL STORAGE FACILITIES FROM: November 01, 2010	HARTFORD EAST TO: March 31, 2011			
384136	153808	0 0	0 0	0 0
HARTFORD EAST FROM: April 01, 2010	ANRPL STORAGE FACILITIES TO: October 31, 2010			
153808	384136	0 0	10192 637	0 0
ANRPL STORAGE FACILITIES FROM: November 01, 2009	HARTFORD EAST TO: March 31, 2010			
384136	153808	0 0	0 0	0 0
HARTFORD EAST FROM: April 01, 2009	ANRPL STORAGE FACILITIES TO: October 31, 2009			
153808	384136	0 0	10192 637	0 0
ANRPL STORAGE FACILITIES FROM: November 01, 2008	HARTFORD EAST TO: March 31, 2009			
384136	153808	0 0	0 0	0 0
HARTFORD EAST FROM: April 01, 2008	ANRPL STORAGE FACILITIES TO: October 31, 2008			
153808	384136	0 0	10192 637	0 0
ANRPL STORAGE FACILITIES FROM: November 01, 2007	HARTFORD EAST TO: March 31, 2008			
384136	153808	0 0	0 0	0 0
HARTFORD EAST	ANRPL STORAGE FACILITIES			

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

Contract No: 109976
Rate Schedule: FTS-3
Contract Date: December 26, 2004
Amendment Date: October 01, 2008

Receipt Location Name	Delivery Location Name	Annual MDQ/ MHQ (DTH)	Winter MDQ/ MHQ (DTH)	Summer MDQ/ MHQ (DTH)
FROM: April 01, 2007	TO: October 31, 2007			
153808	384136	0	10192	0
		0	637	0
ANRPL STORAGE FACILITIES	HARTFORD EAST			
FROM: November 01, 2006	TO: March 31, 2007			
384136	153808	0	0	0
		0	0	0
HARTFORD EAST	ANRPL STORAGE FACILITIES			
FROM: April 01, 2006	TO: October 31, 2006			
153808	384136	0	10192	0
		0	637	0
ANRPL STORAGE FACILITIES	HARTFORD EAST			
FROM: November 01, 2005	TO: March 31, 2006			

Contract No: 109976
Amendment No: 03

AMENDMENT

Date: October 01, 2008

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN ELECTRIC POWER COMPANY

FTS-3 Contract No. 109976 dated December 26, 2004 ("Agreement") between Transporter and Shipper is amended effective November 01, 2008 as follows:

Shipper and Transporter have agreed to replace Further Agreement Section 8. D. in its entirety with the following:

8. D. Pursuant to Section 11.3 of the General Terms and Conditions of ANR's FERC Gas Tariff, Transporter and Shipper agree to the following minimum delivery pressure:

(i) During the term of this Agreement, Transporter shall provide service under this Service Agreement to Shipper at the Hartford East meter station, with a minimum pressure equal to or greater than ~~540~~ 563 PSIG, provided that the following conditions are maintained and satisfied:

(a) The sum of Shipper's Maximum Hourly Quantity delivered at the Hartford East Meter Station has not exceeded ~~4,375~~6,563 Dth/h;

(b) The sum of Shipper's Maximum Daily Quantity delivered at the Hartford East Meter Station has not exceeded ~~70,000~~105,008 Dth/d;

(c) Shipper has informed Transporter's Gas Control at least 24 hours prior to its use of the Port Washington Generating Station ("PWGS"). In addition, Shipper shall provide Transporter's Gas Control with a good faith estimate of its hourly profile of "burn rates" for the PWGS at least 12 hours prior to the scheduled start up; and,

(d) No Force Majeure event has occurred that would interfere with ANR's ability to maintain such delivery pressure.

(ii) Pursuant to Section 11.3 of the GT&C of ANR's FERC Gas Tariff, the conditional pressure commitment of ~~540~~ 563 PSIG as set forth in this Paragraph 8.D is a component of Shipper's primary firm service. Accordingly, ANR shall maintain the minimum pressure as a primary firm component when scheduling service pursuant to the priorities of Section 10 of the GT&C of ANR's Tariff to the extent such scheduled volumes would otherwise exceed the conditions set forth in subparagraph D(i)(a) and (b), above.

(iii) To the extent that Shipper fails to meet the conditions set forth in this Paragraph 8.D on any Service Day, Transporter shall not be required to meet the minimum pressure required for the remainder of such Service Day.

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

WISCONSIN ELECTRIC POWER COMPANY
"Shipper"
By: _____

Title: _____

Date: _____

ANR PIPELINE COMPANY
"Transporter"

By: _____

Title: _____

Date: _____

Contract No: 111494
Amendment No: 01

AMENDMENT

Date: October 01, 2008

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN ELECTRIC POWER COMPANY

FTS-3 Contract No. 111494 dated March 22, 2005 ("Agreement") between Transporter and Shipper is amended effective ~~October 15, 2008~~ 11/1/08 as follows:

Shipper and Transporter have agreed to replace Further Agreement Section 8. D. in its entirety with the following:

8. D. Pursuant to Section 11.3 of the General Terms and Conditions of ANR's FERC Gas Tariff, Transporter and Shipper agree to the following minimum delivery pressure:

(i) During the term of this Agreement, Transporter shall provide service under this Service Agreement to Shipper at the Hartford East meter station, with a minimum pressure equal to or greater than 563 PSIG, provided that the following conditions are maintained and satisfied:

(a) The sum of Shipper's Maximum Hourly Quantity delivered at the Hartford East Meter Station has not exceeded 6,563 Dth/h;

(b) The sum of Shipper's Maximum Daily Quantity delivered at the Hartford East Meter Station has not exceeded 105,008 Dth/d;

(c) Shipper has informed Transporter's Gas Control at least 24 hours prior to its use of the Port Washington Generating Station ("PWGS"). In addition, Shipper shall provide Transporter's Gas Control with a good faith estimate of its hourly profile of "burn rates" for the PWGS at least 12 hours prior to the scheduled start up; and,

(d) No Force Majeure event has occurred that would interfere with ANR's ability to maintain such delivery pressure.

(ii) Pursuant to Section 11.3 of the GT&C of ANR's FERC Gas Tariff, the conditional pressure commitment of 563 PSIG as set forth in this Paragraph 8.D is a component of Shipper's primary firm service. Accordingly, ANR shall maintain the minimum pressure as a primary firm component when scheduling service pursuant to the priorities of Section 10 of the GT&C of ANR's Tariff to the extent such scheduled volumes would otherwise exceed the conditions set forth in subparagraph D(i)(a) and (b), above.

(iii) To the extent that Shipper fails to meet the conditions set forth in this Paragraph 8.D on any Service Day, Transporter shall not be required to meet the minimum pressure required for the remainder of such Service Day.

Contract No: 111494
Amendment No: 01

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

WISCONSIN ELECTRIC POWER COMPANY
"Shipper"

By: Jayne A. Drsen

Title: Manager - Gas Resources

Date: 10/17/08

WEPCO Finance Review
DAB 10-16-08

ANR PIPELINE COMPANY
"Transporter"

By: [illegible]

Title: Agent and Attorney-in-Fact

Date: 10/23/08

WEPCO Legal Review
MEB 10-16-08

AB 10-22-08
10-23-08

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

Contract No: 111494
Rate Schedule: FTS-3
Contract Date: March 22, 2005
Amendment Date: October 01, 2008

Receipt Location Name	Delivery Location Name	Annual MDQ/ MHQ (DTH)	Winter MDQ/ MHQ (DTH)	Summer MDQ/ MHQ (DTH)
153808	384136	0	0	10192
		0	0	637
ANRPL STORAGE FACILITIES	HARTFORD EAST			
FROM: April 01, 2015	TO: October 31, 2015			
NO SERVICE				
FROM: November 01, 2014	TO: March 31, 2015			
153808	384136	0	0	10192
		0	0	637
ANRPL STORAGE FACILITIES	HARTFORD EAST			
FROM: April 01, 2014	TO: October 31, 2014			
NO SERVICE				
FROM: November 01, 2013	TO: March 31, 2014			
153808	384136	0	0	10192
		0	0	637
ANRPL STORAGE FACILITIES	HARTFORD EAST			
FROM: April 01, 2013	TO: October 31, 2013			
NO SERVICE				
FROM: November 01, 2012	TO: March 31, 2013			
153808	384136	0	0	10192
		0	0	637
ANRPL STORAGE FACILITIES	HARTFORD EAST			
FROM: April 01, 2012	TO: October 31, 2012			
NO SERVICE				
FROM: November 01, 2011	TO: March 31, 2012			
153808	384136	0	0	10192
		0	0	637
ANRPL STORAGE FACILITIES	HARTFORD EAST			
FROM: April 01, 2011	TO: October 31, 2011			
NO SERVICE				
FROM: November 01, 2010	TO: March 31, 2011			

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

Contract No: 111494
Rate Schedule: FTS-3
Contract Date: March 22, 2005
Amendment Date: October 01, 2008

Receipt Location Name	Delivery Location Name	Annual MDQ/ MHQ (DTH)	Winter MDQ/ MHQ (DTH)	Summer MDQ/ MHQ (DTH)
153808	384136	0	0	10192
		0	0	637
ANRPL STORAGE FACILITIES	HARTFORD EAST			
FROM: April 01, 2010	TO: October 31, 2010			
NO SERVICE				
FROM: November 01, 2009	TO: March 31, 2010			
153808	384136	0	0	10192
		0	0	637
ANRPL STORAGE FACILITIES	HARTFORD EAST			
FROM: April 01, 2009	TO: October 31, 2009			
NO SERVICE				
FROM: November 01, 2008	TO: March 31, 2009			
153808	384136	0	0	10192
		0	0	637
ANRPL STORAGE FACILITIES	HARTFORD EAST			
FROM: April 01, 2008	TO: October 31, 2008			
NO SERVICE				
FROM: November 01, 2007	TO: March 31, 2008			
153808	384136	0	0	10192
		0	0	637
ANRPL STORAGE FACILITIES	HARTFORD EAST			
FROM: April 01, 2007	TO: October 31, 2007			
NO SERVICE				
FROM: November 01, 2006	TO: March 31, 2007			
153808	384136	0	0	10192
		0	0	637
ANRPL STORAGE FACILITIES	HARTFORD EAST			
FROM: April 01, 2006	TO: October 31, 2006			

Contract No: 111494
Amendment No: 01

AMENDMENT

Date: October 01, 2008

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN ELECTRIC POWER COMPANY

FTS-3 Contract No. 111494 dated March 22, 2005 ("Agreement") between Transporter and Shipper is amended effective November 01, 2008 as follows:

Shipper and Transporter have agreed to replace Further Agreement Section 8. D. in its entirety with the following:

8. D. Pursuant to Section 11.3 of the General Terms and Conditions of ANR's FERC Gas Tariff, Transporter and Shipper agree to the following minimum delivery pressure:

(i) During the term of this Agreement, Transporter shall provide service under this Service Agreement to Shipper at the Hartford East meter station, with a minimum pressure equal to or greater than ~~540~~ 563 PSIG, provided that the following conditions are maintained and satisfied:

(a) The sum of Shipper's Maximum Hourly Quantity delivered at the Hartford East Meter Station has not exceeded ~~4,375~~6,563 Dth/h;

(b) The sum of Shipper's Maximum Daily Quantity delivered at the Hartford East Meter Station has not exceeded ~~70,000~~105,008 Dth/d;

(c) Shipper has informed Transporter's Gas Control at least 24 hours prior to its use of the Port Washington Generating Station ("PWGS"). In addition, Shipper shall provide Transporter's Gas Control with a good faith estimate of its hourly profile of "burn rates" for the PWGS at least 12 hours prior to the scheduled start up; and,

(d) No Force Majeure event has occurred that would interfere with ANR's ability to maintain such delivery pressure.

(ii) Pursuant to Section 11.3 of the GT&C of ANR's FERC Gas Tariff, the conditional pressure commitment of ~~540~~ 563 PSIG as set forth in this Paragraph 8.D is a component of Shipper's primary firm service. Accordingly, ANR shall maintain the minimum pressure as a primary firm component when scheduling service pursuant to the priorities of Section 10 of the GT&C of ANR's Tariff to the extent such scheduled volumes would otherwise exceed the conditions set forth in subparagraph D(i)(a) and (b), above.

(iii) To the extent that Shipper fails to meet the conditions set forth in this Paragraph 8.D on any Service Day, Transporter shall not be required to meet the minimum pressure required for the remainder of such Service Day.

Contract No: 111494
Amendment No: 01

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

WISCONSIN ELECTRIC POWER COMPANY
"Shipper"

By: _____

Title: _____

Date: _____

ANR PIPELINE COMPANY
"Transporter"

By: _____

Title: _____

Date: _____

Contract No: 111730
Amendment No: 01

AMENDMENT

Date: October 01, 2008

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN ELECTRIC POWER COMPANY

FTS-3 Contract No. 111730 dated June 15, 2005 ("Agreement") between Transporter and Shipper is amended effective ~~October 15, 2008~~ 11/1/08 as follows:

Shipper and Transporter have agreed to replace Further Agreement Section 8. G. in its entirety with the following:

8. G. Pursuant to Section 11.3 of the General Terms and Conditions of ANR's FERC Gas Tariff, Transporter and Shipper agree to the following minimum delivery pressure:

(i) During the term of this Agreement, Transporter shall provide service under this Service Agreement to Shipper at the Hartford East meter station, with a minimum pressure equal to or greater than 563 PSIG, provided that the following conditions are maintained and satisfied:

(a) The sum of Shipper's Maximum Hourly Quantity delivered at the Hartford East Meter Station has not exceeded 6,563 Dth/h;

(b) The sum of Shipper's Maximum Daily Quantity delivered at the Hartford East Meter Station has not exceeded 105,008 Dth/d;

(c) Shipper has informed Transporter's Gas Control at least 24 hours prior to its use of the Port Washington Generating Station ("PWGS"). In addition, Shipper shall provide Transporter's Gas Control with a good faith estimate of its hourly profile of "burn rates" for the PWGS at least 12 hours prior to the scheduled start up; and,

(d) No Force Majeure event has occurred that would interfere with ANR's ability to maintain such delivery pressure.

(ii) Pursuant to Section 11.3 of the GT&C of ANR's FERC Gas Tariff, the conditional pressure commitment of 563 PSIG as set forth in this Paragraph 8.G is a component of Shipper's primary firm service. Accordingly, ANR shall maintain the minimum pressure as a primary firm component when scheduling service pursuant to the priorities of Section 10 of the GT&C of ANR's Tariff to the extent such scheduled volumes would otherwise exceed the conditions set forth in subparagraph G(i)(a) and (b), above.

(iii) To the extent that Shipper fails to meet the conditions set forth in this Paragraph 8.G on any Service Day, Transporter shall not be required to meet the minimum pressure required for the remainder of such Service Day.

Contract No: 111730
Amendment No: 01

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

WISCONSIN ELECTRIC POWER COMPANY
"Shipper"

By: ~~Manage~~ Jayne A. Busen

Title: Manager – Gas Resources

Date: 10/17/08

WEPCO Finance Review
PRB 10-16-08

ANR PIPELINE COMPANY
"Transporter"

By: [signature]

Title: Agent and Attorney-in-Fact

Date: 10/23/08

WEPCO Legal Review
MEB 10-16-08

ADB 10-22-08
[initials] 10-23-08

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

Contract No: 111730
Rate Schedule: FTS-3
Contract Date: June 15, 2005
Amendment Date: October 01, 2008

Receipt Location Name	Delivery Location Name	Annual MDQ/ MHQ (DTH)	Winter MDQ/ MHQ (DTH)	Summer MDQ/ MHQ (DTH)
277072	384136	25008	0	0
		1563	0	0
ALLIANCE/ANR INT	HARTFORD EAST			
FROM: November 01, 2007	TO: May 31, 2023			

Contract No: 111730
Amendment No: 01

AMENDMENT

Date: October 01, 2008

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN ELECTRIC POWER COMPANY

FTS-3 Contract No. 111730 dated June 15, 2005 ("Agreement") between Transporter and Shipper is amended effective November 01, 2008 as follows:

Shipper and Transporter have agreed to replace Further Agreement Section 8. G. in its entirety with the following:

8. G. Pursuant to Section 11.3 of the General Terms and Conditions of ANR's FERC Gas Tariff, Transporter and Shipper agree to the following minimum delivery pressure:

(i) During the term of this Agreement, Transporter shall provide service under this Service Agreement to Shipper at the Hartford East meter station, with a minimum pressure equal to or greater than ~~560~~ 563 PSIG, provided that the following conditions are maintained and satisfied:

(a) The sum of Shipper's Maximum Hourly Quantity delivered at the Hartford East Meter Station has not exceeded ~~5,938~~6,563 Dth/h;

(b) The sum of Shipper's Maximum Daily Quantity delivered at the Hartford East Meter Station has not exceeded ~~95,008~~105,008 Dth/d;

(c) Shipper has informed Transporter's Gas Control at least 24 hours prior to its use of the Port Washington Generating Station ("PWGS"). In addition, Shipper shall provide Transporter's Gas Control with a good faith estimate of its hourly profile of "burn rates" for the PWGS at least 12 hours prior to the scheduled start up; and,

(d) No Force Majeure event has occurred that would interfere with ANR's ability to maintain such delivery pressure.

(ii) Pursuant to Section 11.3 of the GT&C of ANR's FERC Gas Tariff, the conditional pressure commitment of ~~560~~ 563 PSIG as set forth in this Paragraph 8.G is a component of Shipper's primary firm service. Accordingly, ANR shall maintain the minimum pressure as a primary firm component when scheduling service pursuant to the priorities of Section 10 of the GT&C of ANR's Tariff to the extent such scheduled volumes would otherwise exceed the conditions set forth in subparagraph G(i)(a) and (b), above.

(iii) To the extent that Shipper fails to meet the conditions set forth in this Paragraph 8.G on any Service Day, Transporter shall not be required to meet the minimum pressure required for the remainder of such Service Day.

Contract No: 111730
Amendment No: 01

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

WISCONSIN ELECTRIC POWER COMPANY
"Shipper"

By: _____

Title: _____

Date: _____

ANR PIPELINE COMPANY
"Transporter"

By: _____

Title: _____

Date: _____