



January 2, 2015

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

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Re: ANR Pipeline Company
Negotiated Rate Agreements
Docket No. RP15- -

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”) to be part of its FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”), and certain tariff records ANR has entered into with Integrys Energy Services, Inc. (“Integrys”) that include one (1) Rate Schedule FTS-1 (“FTS-1”) negotiated rate service agreement (“Agreement”) and one (1) FTS-1 negotiated rate service amendment (“Amendment”), all of which are listed and included as Appendix A.² ANR respectfully requests that the Commission approve the tariff section, Agreement, and Amendment to be effective January 1, 2015.

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

¹ 18 C.F.R. Part 154 (2014).

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... need not be divided, but can be filed as entire documents.” ANR has elected to file the Agreements and Amendments included herein as whole documents, in PDF format.

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* Persons designated for official service pursuant to Rule 2010.

Statement of the Nature, Reasons and Basis for Filing

On May 28, 1999, in Docket No. RP99-301-000,³ the Commission approved, subject to conditions, Section 6.27 of the General Terms and Conditions of ANR's Tariff, which authorized ANR to enter into negotiated rate agreements with its customers.

In accordance with Tariff Section 6.27, paragraph 2, ANR is submitting for filing the referenced Agreement and Amendment. ANR advises that no undisclosed agreements, etc., are linked to the Agreement or Amendment, which are included herein as Appendix A.⁴ Furthermore, the Agreement and Amendment do not contain any provision that is either non-conforming or a material deviation from the applicable Form of Service Agreement ("FSA") in ANR's Tariff.⁵

Agreement

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

- ANR is filing Integrys Contract No. 125584 as an FTS-1 negotiated rate agreement because the parties have agreed that the rate components applicable to both the Primary Route and certain secondary receipt and delivery points, as specified in the agreement, shall include a Fixed Monthly Reservation Rate of \$4.2500 per Dth and a Fixed Commodity Rate of \$0.0075, effective January 1, 2015. This rate shall be inclusive of

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

⁴ ANR has elected to report the Agreement and Amendment by filing them in accordance with Section 6.27 of the General Terms and Conditions of its Tariff. The Agreement and Amendment 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.

⁵ Specifically, Part 7.1 – Service Agreements, Transporter's Firm Rate Schedules ("Section 7.1").

any other applicable fees or surcharges in accordance with ANR's Tariff. Contract No. 125584 is included in Appendix A as tariff record 8.40.

Amendment

ANR is filing the Amendment to reflect a revision to one (1) negotiated rate agreement between ANR and Integrys, as more fully described below:

- ANR and Integrys have agreed to decrease the contract Maximum Daily Quantity for FTS-1 negotiated rate Contract No. 111216 by 108 Dth effective January 1, 2015, and update the Primary Route Exhibit to reflect this change. The 108 Dth MDQ reduction in this contract is being transferred to Integrys' new negotiated rate FTS-1 Contract No. 125584, submitted herein and included in Appendix A as tariff record 8.40. Contract No. 111216 and its Amendment No. 02 are included in Appendix A as tariff record 8.39.⁶

To conform with Order No. 714, ANR is submitting the Agreement and Amendment⁷ in their entirety as tariff records as described above. Each tariff record includes the original agreement and any subsequent amendments, and excludes any superseded or expired amendments. A marked version of the Amendment is provided in Appendix C. Additionally, revised Table of Contents is submitted herein in Appendix A to reflect the housing of the Agreement and Amendment in ANR's Tariff. ANR is requesting that the Commission approve the tariff section, Agreement (submitted herein in Appendix A as tariff record 8.40), and Amendment (submitted herein in Appendix A as tariff record 8.39), to be effective January 1, 2015.

Effective Date and Request for Waiver

ANR respectfully requests that the Commission approve the tariff section, Agreement, and Amendment included in Appendix A to be effective January 1, 2015, and respectfully requests waiver of Section 154.207 of the Commission's regulations to allow for this effective date.⁸

⁶ ANR filed original FTS-1 Contract No. 111216 with the Commission as an agreement containing negotiated rates. *ANR Pipeline Company*, Docket No. RP99-301-140 (April 12, 2006) (unpublished Director's Letter Order). ANR entered into original Contract No. 111216 with WPS Energy Services, Inc. WPS Energy Services, Inc. changed its name to Integrys Energy Services, Inc. in February 2007. Additionally, the Amendment makes other changes to original Contract No. 111216 to conform with ANR's current *pro forma* Section 7.1 and the Agreement, but does not revise any of the other essential elements of the original negotiated rate arrangement.

⁷ 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."

⁸ 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").

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 section and tariff records (Appendix A);
3. Marked tariff section (Appendix B); and
4. Marked amendment (Appendix C).

Certificate of Service

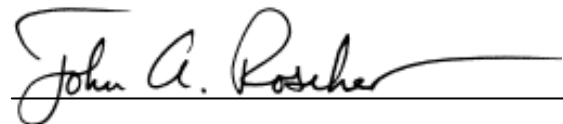
As required by Sections 154.7(b) and 154.208 of the Commission’s regulations, copies of this filing are being served on all of ANR’s existing customers and interested state regulatory agencies. A copy of this letter, together with the other attachments, is available during regular business hours for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

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

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

Respectfully submitted,

ANR PIPELINE COMPANY

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

John A. Roscher
Director, Rates & Tariffs

Enclosures

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

<u>Tariff Section</u>	<u>Version</u>
1 – TABLE OF CONTENTS	v.30.0.1

Tariff Records

Section 8 - Negotiated Rate Agreements

<u>Tariff Record</u>	<u>Shipper</u>	<u>Rate Schedule</u>	<u>Agreement</u>	<u>Version</u>
8.39	Integrays Energy Services, Inc.	FTS-1	#111216	v.0.0.0
8.40	Integrays Energy Services, Inc.	FTS-1	#125584	v.0.0.0

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Firm Transportation Service Agreement
Rate Schedule FTS-1

Integrys Energy Services, Inc.
(#111216)

Agreement Effective Date: November 10, 2006
Amendment No. 02 Effective Date: January 1, 2015

Date: December 16, 2004

Contract No.: 111216

FTS - 1 SERVICE AGREEMENT

This AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and WPS ENERGY SERVICES, INC. (Shipper).

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

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

1. **AUTHORITY FOR TRANSPORTATION SERVICE:**
(284B = Section 311; 284G = Blanket)

284G

2. **RATE SCHEDULE: Firm Transportation Service (FTS - 1)**

3. **CONTRACT QUANTITIES:**

Primary Route- See Exhibit attached hereto

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

4. **TERM OF AGREEMENT:**

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

Date: December 16, 2004

Contract No.: 111216

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 GEMStm. 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: December 16, 2004

Contract No.: 111216

SHIPPER:

WPS ENERGY SERVICES, INC.
1088 SPRINGHURST DRIVE
GREEN BAY, WI 54304-0000
Attention: MARGARET GRIMMER

Telephone: 920-617-6008
Fax: 920-617-6073

INVOICES AND STATEMENTS:

WPS ENERGY SERVICES, INC.
1088 SPRINGHURST DRIVE
GREEN BAY, WI 54304-0000
Attention: MAGGIE ORENDORFF

Telephone: 920-617-6018
Fax: 920-617-6073

8. FURTHER AGREEMENT:

- A. The rate for the Primary Route MDQ ("MDQ") as listed in the attached Primary Route Exhibit during the primary term hereof shall be a Fixed Monthly Reservation Rate of \$4.2500 per dth and a Fixed Commodity Rate of \$0.0075 per dth. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged ACA and Transporter's Use (Fuel) in accordance with Transporter's FERC Gas Tariff.

- B. Shipper shall have the right to change the Primary Delivery Point in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time and Transporter further agrees that Shipper shall retain the rates set forth in Paragraph 8.A above, provided Shipper is awarded its requested changed Delivery Point in accordance with Transporter's FERC Gas Tariff and Shipper changes its Primary Delivery Point to any Delivery Point within Transporter's ML-7 Zone.

Date: December 16, 2004

Contract No.: 111216

- C. For all transportation service under this Agreement, Shipper and any Replacement Shipper(s) shall have the right to utilize any Secondary Receipt Points and Secondary Delivery Points within Transporter's ML 7 Zone at the rate and other charges set forth in Section 8.A.
- D. Except as otherwise provided herein, the mutually agreed upon rate for the use of any point not addressed in Sections 8.A, 8.B or 8.C above, as well as deliveries in excess of the contract MDQ, shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1 service. In addition, Shipper shall be charged ACA, Transporter's Use and any other fees or surcharges under Transporter's FERC Gas Tariff.
- E. Shipper shall be entitled to the Right of First Refusal provided for in Section 22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 22.2.

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: WPS ENERGY SERVICES, INC.

By: *Daniel J. Verbanac*
 Title: Daniel J. Verbanac
Chief Operating Officer
 Date: JAN 23 2006

TRANSPORTER: ANR PIPELINE COMPANY

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

*and signed
e/s 2/16/06.*

ALPH

[Handwritten mark]

Contract No: 111216
Amendment No: 02

AMENDMENT

Date: December 19, 2014

"Transporter": ANR PIPELINE COMPANY

"Shipper": INTEGRYS ENERGY SERVICES, INC.

FTS-1 Contract No. 111216 dated December 16, 2004 ("Agreement") between Transporter and Shipper is amended effective January 01, 2015 as follows:

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 \$4.2500 per dth and a Fixed Commodity Rate of \$0.0075. This rate shall be inclusive of any other fees or surcharges under Transporter's Tariff. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

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

- B. 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 FTS-1 service. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.


Contract No: 111216
Amendment No: 02

8. FURTHER AGREEMENT: (amended and restated in its entirety)

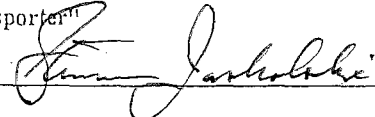
Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.

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

INTEGRYS ENERGY SERVICES, INC.
"Shipper"

By: 
Title: SENIOR VICE PRESIDENT
Date: 12/22/2014

ANR PIPELINE COMPANY
"Transporter"

By: 
Title: Director, Commercial Services
Date: 12/31/14

PAB 12/22/14
LD 12/22/14

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

Contract No: 11216
 Rate Schedule: FTS-1
 Contract Date: December 16, 2004
 Amendment Date: December 19, 2014

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: January 01, 2015	28761 MARINETTE TO: October 31, 2016	2392	0	0
277072 ALLIANCE/ANR INT FROM: November 10, 2006	28761 MARINETTE TO: December 31, 2014	2500	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2006	28761 MARINETTE TO: November 09, 2006	0	0	0

Firm Transportation Service Agreement
Rate Schedule FTS-1

Integrys Energy Services, Inc.
(#125584)

Agreement Effective Date: January 1, 2015

Date: December 19, 2014

Contract No.: 125584

FTS - 1 SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and INTEGRYS ENERGY SERVICES, INC. (Shipper).

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

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

1. **AUTHORITY FOR TRANSPORTATION SERVICE:**

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

2. **RATE SCHEDULE:** Firm Transportation Service (FTS - 1)

3. **CONTRACT QUANTITIES:**

Primary Routes- see Exhibit attached hereto

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

4. **TERM OF AGREEMENT:**

January 01, 2015 to

October 31, 2016

5. **RATES:**

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

Date: December 19, 2014

Contract No.: 125584

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

- A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Fixed Monthly Reservation Rate of \$4.2500 per dth and a Fixed Commodity Rate of \$0.0075. This rate shall be inclusive of any other fees or surcharges under Transporter's Tariff. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

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

- B. 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 FTS-1 service. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

6. **INCORPORATION BY REFERENCE:**

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

7. **NOTICES:**

All notices can be given by telephone or other electronic means, however, such notice shall be confirmed in writing at the addresses below or through GEMS_{tm}. Shipper or

Date: December 19, 2014

Contract No.: 125584

Transporter may change the addresses below by written notice to the other without the necessity of amending this agreement:

TRANSPORTER:

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

SHIPPER:

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

Telephone: 920-617-6096
FAX: 920-617-6070

INVOICES AND STATEMENTS:

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

Telephone: 777-111-3232
FAX:

8. FURTHER AGREEMENT:


Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.

Date: December 19, 2014


Contract No.: 125584

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

SHIPPER: INTEGRYS ENERGY SERVICES, INC.

By: 
Title: SENIOR VICE PRESIDENT
Date: 12/22/2014

TRANSPORTER: ANR PIPELINE COMPANY

By: 
Title: Director, Commercial Services
Date: 12/31/14

*DAB 12/22/14
2012/22/14*

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

Contract No: 125584
Rate Schedule: FTS-1
Contract Date: December 19, 2014
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: January 01, 2015	28782 SEYMOUR WI TO: October 31, 2016	108	0	0

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

Tariff Section

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Version

v.30.0.1

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Appendix C
ANR Pipeline Company
Marked Amendment

- 1) Integrys Energy Services, Inc.
Rate Schedule FTS-1 Service Agreement Amendment No. 02 (#111216)

Contract No: 111216

Amendment No: 02

AMENDMENT

Date: December 19, 2014

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: INTEGRYS ~~WPS~~ ENERGY SERVICES, INC.

FTS-1 Contract No. 111216 dated December 16, 2004 ("Agreement") between Transporter and Shipper is amended effective January 01, 2015 as follows:

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 \$4.2500 per dth and a Fixed Commodity Rate of \$0.0075. This rate shall be inclusive of any other fees or surcharges under Transporter's Tariff. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

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

- B. 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 FTS-1 service. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

Contract No: 111216

Amendment No: 02

~~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.~~

8. FURTHER AGREEMENT: (amended and restated in its entirety)

Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.

- ~~A. The rate for the Primary Route MDQ ("MDQ") as listed in the attached Primary Route Exhibit during the primary term hereof shall be a Fixed Monthly Reservation Rate of \$4.2500 per dth and a Fixed Commodity Rate of \$0.0075 per dth. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged ACA and Transporter's Use (Fuel) in accordance with Transporter's FERC Gas Tariff.~~
- ~~B. Shipper shall have the right to change the Primary Delivery Point in accordance with Transporter's FERC Gas Tariff as it may be in effect from time to time and Transporter further agrees that Shipper shall retain the rates set forth in Paragraph 8.A above, provided Shipper is awarded its requested changed Delivery Point in accordance with Transporter's FERC Gas Tariff and Shipper changes its Primary Delivery Point to any Delivery Point within Transporter's ML 7 Zone.~~
- ~~C. For all transportation service under this Agreement, Shipper and any Replacement Shipper(s) shall have the right to utilize any Secondary Receipt Points and Secondary Delivery Points within Transporter's ML 7 Zone at the rate and other charges set forth in Section 8.A.~~
- ~~D. Except as otherwise provided herein, the mutually agreed upon rate for the use of any point not addressed in Sections 8.A, 8.B or 8.C above, as well as deliveries in excess of the contract MDQ, shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1 service. In addition, Shipper shall be charged ACA, Transporter's Use and any other fees or surcharges under Transporter's FERC Gas Tariff.~~
- ~~E. Shipper shall be entitled to the Right of First Refusal provided for in Section 22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 22.2.~~

Contract No: 111216

Amendment No: 02

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

INTEGRYS ENERGY SERVICES, INC.
"Shipper"

By: _____

Title: _____

Date: _____

ANR PIPELINE COMPANY
"Transporter"

By: _____

Title: Director, Commercial Services

Date: _____

PRIMARY ROUTE EXHIBIT

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

Contract No: 111216
Rate Schedule: FTS-1
Contract Date: December 16, 2004
Amendment Date: December 19, 2014

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: <u>January 01, 2015</u>	28761 MARINETTE TO: October 31, 2016	<u>2392</u> 2500	0	0
277072 ALLIANCE/ANR INT FROM: November 10, 2006	28761 MARINETTE TO: <u>December 31, 2014</u> October 31, 2016	2500	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2006	28761 MARINETTE TO: November 09, 2006	0	0	0