



May 27, 2014

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

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

John A. Roscher
Director, Rates & Tariffs

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Re: ANR Pipeline Company
Negotiated Rate Agreement
Docket No. RP14- -

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act (“NGA”) and Part 154 of the Federal Energy Regulatory Commission’s (“FERC” or “Commission”) regulations,¹ ANR Pipeline Company (“ANR”) respectfully submits for filing and acceptance a revised tariff section to be part of its FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”), and a tariff record reflecting one (1) amended Rate Schedule FTS-3 (“FTS-3”) negotiated rate service agreement (“Agreement”) that ANR has entered into with Wisconsin Power and Light Company (“WPL”). The tariff section and Agreement are listed and included herein as Appendix A,² and ANR respectfully requests that the Commission accept both to become effective June 1, 2014.

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:

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 Agreement included herein as a whole document, 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, proposed Section 6.27 of the General Terms and Conditions of ANR's Tariff ("Section 6.27"), 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 the Agreement that ANR has entered into with WPL (FTS-3 Contract No. 112565),⁴ wherein it was mutually agreed that WPL, in conjunction with extending the term of the Agreement, shall be subject to the following negotiated rate terms:

For the time period of June 1, 2014, through October 31, 2014, the rate for the Primary Route MDQ and secondary receipt/deliveries as listed below shall be fixed at a Capacity Reservation charge of \$0.0550 per Dth, plus a fixed Deliverability Reservation charge of \$1.0410 per Dth, plus a fixed Commodity rate of \$0.0277 per Dth.

For the time period of November 1, 2014, through December 31, 2014, the rate for the Primary Route MDQ and secondary receipt/deliveries as listed below shall be fixed at a Capacity Reservation charge of \$0.0699 per Dth, plus a fixed Deliverability Reservation charge of \$2.125 per Dth, plus a fixed Commodity rate of \$0.0075 per Dth.

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

⁴ ANR has elected to report the Agreement by filing it as tariff record 8.34 in accordance with Section 6.27 of its Tariff. The Agreement provides all of the information required by Section 6.27, 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.

For the time period of January 1, 2015, through March 31, 2018, the rate for the Primary Route MDQ and secondary receipt/deliveries as listed below shall be at current Maximum Tariff Rates, with the Deliverability Reservation charge capped at a rate not to exceed \$2.1250 per Dth, plus the Capacity Reservation charge capped at a rate not to exceed \$0.0699 per Dth, plus the applicable Commodity rate.

ANR advises that no undisclosed agreements, etc., are linked to the Agreement. Furthermore, the Agreement does not contain any provision that is either non-conforming or a material deviation from the applicable *pro forma* form of service agreement in ANR's Tariff.⁵

To conform with Order No. 714, ANR is submitting the Agreement⁶ in its entirety as tariff record 8.34, including the original agreement and any subsequent amendments, and excluding any superseded or expired amendments.⁷ ANR respectfully requests that the Commission accept the Agreement, submitted herein as tariff record 8.34, and revised Section 1 – Table of Contents, which has been updated to reflect the Agreement in ANR's Tariff, to become effective June 1, 2014.

Effective Date and Request for Waiver

ANR respectfully requests that the Commission accept the tariff section and Agreement to become effective June 1, 2014, and respectfully requests waiver of Section 154.207 of the Commission's regulations to allow for this effective date.⁸

Other Filings Which May Affect This Proceeding

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

⁵ Specifically, Part 7.1 – Service Agreements, Transporter's Firm Rate Schedules.

⁶ On September 18, 2007, in Docket No. RP99-301-171, ANR filed original FTS Contract No. 112565 with the Commission as a service agreement containing negotiated rates. The Commission accepted the filing on October 16, 2007. See *ANR Pipeline Company*, Docket No. RP99-301-171 (October 16, 2007) (unpublished Director's letter order).

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." The Agreement, Contract No. 112565 and its Amendment Nos. 02 and 03, are included herein as tariff record 8.34.

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").

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. A clean tariff section and tariff record (Appendix A);
3. A marked tariff section (Appendix B); and
4. A marked amendment (Appendix C).

Certificate of Service

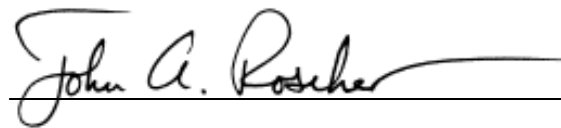
As required by Sections 154.7(b) and 154.208 of the Commission's regulations, copies of this filing are being served on all of ANR's existing customers and interested state regulatory agencies. A copy of this letter, together with the other attachments, is available during regular business hours for 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, reading "John A. Roscher", is written over a 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 Section

1 – TABLE OF CONTENTS

Version

v.28.0.0

Tariff Record

8.34 – Negotiated Rate Agreement
Wisconsin Power and Light Company
FTS-3 Agmt (#112565)

Version

v.0.0.0

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Firm Transportation Service Agreement
Rate Schedule FTS-3

Wisconsin Power and Light Company
(#112565)

Agreement Effective Date: November 1, 2007
Amendment No. 03 Effective Date: June 1, 2014

06/06/06 11:04 FAX

Date: May 24, 2006

Contract No.: 112565

FTS - 3 SERVICE AGREEMENT

This **AGREEMENT** is entered into by ANR PIPELINE COMPANY (Transporter) and
WISCONSIN POWER & LIGHT CO. (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 - 3)
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:**

Nov 01, 2007 to

May 31, 2014

Date: May 24, 2006

Contract No.: 112565

5. **RATES:**

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

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

6. **INCORPORATION BY REFERENCE:**

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

7. **NOTICES:**

All notices can be given by telephone or other electronic means, however, such notices shall be confirmed in writing at the addresses below or through GEMS[™]. 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: May 24, 2006

Contract No.: 112565

SHIPPER:

WISCONSIN POWER & LIGHT CO.
4902 N. BILTMORE LANE
MADISON, WI 53718
Attention: JEFF HICKEN

Telephone: 608-458-3173
Fax: 608-458-3130

INVOICES AND STATEMENTS:

WISCONSIN POWER & LIGHT CO.
4902 N. BILTMORE LANE
MADISON, WI 53718
Attention: NANCY CALDWELL

Telephone: 608-458-5780
Fax: 608-458-3130

8. FURTHER AGREEMENT:

- A. For the winter period, the rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipt/deliveries as listed below shall be fixed at a Capacity reservation charge of \$.0699/dth, plus a Deliverability reservation charge of \$.125/dth plus Commodity rate of \$.0075/dth for the life of the contract irrespective of ANR's maximum tariff rates under Rate Schedule FTS-3 (equivalent on a daily basis to a 100% Load Factor Rate of \$.1819 per dth). This rate shall be inclusive of Dakota Surcharge, transition Costs, and 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. Shipper shall not be charged for GRI surcharges, unless and to the extent that Transporter is required to collect and/or remit such charges to GRI.

Secondary Receipt(s): All points within the Joliet Hub

Secondary Delivery(ies): All points in the State of Wisconsin, ANR Pipeline Storage Facilities (153808), Willow Run (42078) and Stag Lake (22992)

Date: May 24, 2006

Contract No.: 112565

For the summer period, the rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipt/deliveries as listed below shall be fixed at a Capacity reservation charge of \$.0550/dth, plus a Deliverability reservation charge of \$1.00/dth plus Commodity rate of \$.0277/dth for the life of the contract irrespective of ANR's maximum tariff rates under Rate Schedule FTS-3 (equivalent on a daily basis to a 100% Load Factor Rate of \$0.1325 per dth). This rate shall be inclusive of Dakota Surcharge, transition Costs, and 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. Shipper shall not be charged for GRI surcharges, unless and to the extent that Transporter is required to collect and/or remit such charges to GRI.

Secondary Receipt(s): All points within the Joliet Hub
Secondary Delivery(ies): All points in the State of Wisconsin, ANR Pipeline Storage Facilities (153808), Willow Run (42078) and Stag Lake (22992)

The Maximum Hourly Quantity of this Agreement shall be 1/16 so that WPL shall have the right to take its full Maximum Daily Quantity over a sixteen hour period. WPL has no need for the enhanced rights available under Section 5 "Variation of Deliveries" of Rate Schedule FTS-3 because WPL is also taking increased NNS service that will be used in association with this Agreement and the NNS service provides similar rights. Thus, as part of the consideration for the above negotiated rates, WPL agrees to forgo all the rights under Section 5 of Rate Schedule FTS-3 that are above the generally available swing rights described in Section 1.62 of General Terms and Conditions of ANR's tariff. WPL will, however, still have the same rights described in Section 1.62 as any shipper would taking service under Rate Schedules FTS-1 or ETS. In addition, as further consideration and in light of the conditions of its pressure assurance in Section 8.C. below, WPL agrees that it will forego all rights under Section 4 "Short Notice Start-Up and Shut-Down" of Rate Schedule FTS-3.

In addition to the transportation service under this Agreement, ANR is also agreeing to add Tiffany East to WPL's aggregation Delivery Group ("WISC POWER-GRP 1") upon WPL providing its good faith estimate of the portions of its Maximum Daily Quantity of Rate Schedule ETS service that it will take at the different points in the aggregation group. WPL further agrees that in using the enlarged aggregated Delivery Point, it has no right to take firm service at Tiffany East under its contracted Rate Schedule ETS service at a level that exceeds the physical limits of the new Tiffany East delivery point minus the contracted level of service having Tiffany East as a primary delivery point. In this case, (5.00 MDth/hr - 3.75 MDth/hr) or 1.25 MDth/hr.

Date: May 24, 2006

Contract No.: 112565

- 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-3 service. In addition, Shipper shall be charged ACA, Transporter's Use, Dakota Surcharge, Transition Costs and any other fees or surcharges under Transporter's FERC Gas Tariff.
- C. Transporter and Shipper understand and agree that if all the conditions and limitations detailed below are met that Transporter will deliver gas to the Tiffany East Gate Station for Shipper at a static pressure of 550 PSIG or above.
- The sum of the maximum hourly flow at Beloit, North Beloit, Tiffany, and Tiffany East shall not exceed 6,525 Dth/h.
 - The sum of the maximum hourly flow at Beloit, and North Beloit shall not exceed 2,770 Dth/h.
 - The maximum daily quantity at Beloit, North Beloit, Tiffany, and Tiffany East shall not exceed 110 mmscfd.
 - Shipper shall inform Transporter's Gas Control at least 24 hours prior to their scheduled use of the Riverside Plant. In addition, Shipper shall provide Transporter's Gas Control with an estimated hourly profile of "burn rates" for the Riverside Plant at least 12 hours prior to the scheduled start up.
- Further, if new gate stations are added on the Beloit lateral in the future, Transporter has the right to amend this contract.
- D. In the event that ANR, absent force majeure conditions, cannot maintain this pressure commitment, as measured at the Tiffany East Gate Station, then ANR shall compensate WPL as WPL's the sole exclusive remedy, under the following provisions:
- a. ANR shall compensate WPL for any increase in the commodity cost by the use of any No. 2 Fuel Oil to run the Riverside Energy Center for up to the remainder of the gas day in replacement of the gas that would have been provided under the firm service, agreed to herein;
 - b. The increase in costs, if any, shall be measured by subtracting the value of the gas that would have been used from the value of the No. 2 Fuel Oil actually used;

Date: May 24, 2006

Contract No.: 112565

- c. The value of the No. 2 Fuel Oil shall be based on the price quoted by Fauser Energy Resources for delivery of No. 2 Fuel Oil to the Riverside Energy Center on the date used. To the extent that WPL contracts for a new supplier then price quotes from that supplier may be used. However, to the extent that price quotes from Fauser Energy Resources or any later supplier do not reasonably compare to relevant indexes for No. 2 Fuel Oil then the parties shall agree to substitute a more relevant index. In such an event, pending an agreement on such an index, ANR may temporarily substitute an index of its choosing for the calculation performed in Provision b above. Any payment made under such index selected by ANR shall be subsequently trued up to reflect the price as determined by the agreed upon index;
- d. The value of the gas shall be based on the index price for gas on the date used, as published in Gas Daily for ANR ML-7;
- e. WPL must inform ANR's Gas Control as soon as possible, but no later than 2 hours after experiencing any low pressure condition at the Riverside Energy Center;
- f. WPL shall provide ANR with an invoice showing the No. 2 Fuel Oil burned within ten (10) days; and
- g. ANR shall have the right to audit WPL's records and books as necessary to validate any invoices.

Date: May 24, 2006

Contract No.: 112565

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 POWER & LIGHT CO.

By: _____

Title: _____

Date: _____

[Signature]
Mgr Gas Trading
6/7/06

TRANSPORTER: ANR PIPELINE COMPANY

By: _____

Title: _____

Date: _____

Joseph E. Pollard
Agent and Attorney-in-Fact
7/6/06

Joseph E. Pollard
7/5/06

Contract No: 112565
Amendment No: 02

AMENDMENT

Date: December 19, 2012

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN POWER AND LIGHT COMPANY

FTS-3 Contract No. 112565 dated May 24, 2006 ("Agreement") between Transporter and Shipper is amended effective January 01, 2013 as follows:

Shipper and Transporter have agreed to amend and restate Section 5. RATES and Section 8. FURTHER AGREEMENT in its entirety and replace with the following:

5. RATES:

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

It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Transporter's 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.

- A. For the Winter Period, the rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipt/deliveries as listed below shall be fixed at a Capacity reservation charge of \$.0699/dth, plus a Deliverability reservation charge of \$.125/dth plus Commodity rate of \$.0075/dth for the life of the contract irrespective of ANR's maximum tariff rates under Rate Schedule FTS-3 (equivalent on a daily basis to a 100% Load Factor Rate of \$.1819 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 any applicable ACA, Transporter's Use (Fuel%) and EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

Secondary Receipt(s):	All points within the Joliet Hub
Secondary Delivery(ies):	All points in the State of Wisconsin, ANR Pipeline Storage Facilities (153808), Willow Run (42078) and Stag Lake (22992)

Contract No: 112565
Amendment No: 02

For the Summer Period, the rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipt/deliveries as listed below shall be fixed at a Capacity reservation charge of \$.0550/dth, plus a Deliverability reservation charge of \$1.0410/dth plus Commodity rate of \$.0277/dth for the life of the contract irrespective of ANR's maximum tariff rates under Rate Schedule FTS-3 (equivalent on a daily basis to a 100% Load Factor Rate of \$0.1340 per dth). 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%) and EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

Secondary Receipt(s): All points within the Joliet Hub
Secondary Delivery(ies): All points in the State of Wisconsin, ANR Pipeline Storage Facilities (153808), Willow Run (42078) and Stag Lake (22992)

- 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-3 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.

8. **FURTHER AGREEMENT:**

- A. 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.

- B. Pursuant to Section 6.11 of Transporter's Tariff, Transporter and Shipper have mutually agreed to receipt and/or delivery pressure commitment(s) as stipulated herein:

Transporter and Shipper understand and agree that if all the conditions and limitations detailed below are met that Transporter will deliver gas to the Tiffany East Gate Station for Shipper at a static pressure of 550 PSIG or above.

The sum of the maximum hourly flow at Beloit, North Beloit, Tiffany, and Tiffany East shall not exceed 6,525 Dth/h.

The sum of the maximum hourly flow at Beloit, and North Beloit shall not exceed 2,770 Dth/h.

The maximum daily quantity at Beloit, North Beloit, Tiffany, and Tiffany East shall not exceed 110 mmsefd.


Shipper shall inform Transporter's Gas Control at least 24 hours prior to their scheduled use of the Riverside Plant. In addition, Shipper shall provide Transporter's Gas Control with an estimated hourly profile of "burn rates" for the Riverside Plant at least 12 hours prior to the scheduled start up.

Further, if new gate stations are added on the Beloit lateral in the future, Transporter has the right to amend this contract.


Contract No: 112565
Amendment No: 02

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

WISCONSIN POWER AND LIGHT COMPANY
"Shipper"

By: 
Title: Jeff Hicken
Date: Manager, Gas Trading and Dispatch 12/28/12

ANR PIPELINE COMPANY
"Transporter"

By: 
Title: Joseph E. Pollard
Date: Director, - Commercial Services 1/3/13

12/28/12
cc 1/3/13

Contract No: 112565
Amendment No: 03

AMENDMENT

Date: January 10, 2014

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN POWER AND LIGHT COMPANY

FTS-3 Contract No. 112565 dated May 24, 2006 ("Agreement") between Transporter and Shipper is amended effective June 01, 2014 as follows:

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

November 01, 2007 to

March 31, 2018

5. **RATES:**

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

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

- A. For the time period of June 1, 2014 through October 31, 2014, the rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipt/deliveries as listed below shall be fixed at a Capacity Reservation charge of \$.0550/dth, plus a fixed Deliverability Reservation charge of \$1.0410/dth plus a fixed Commodity rate of \$.0277/dth. 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%) and EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

Secondary Receipt(s): All points within the Joliet Hub and ANR Pipeline Storage Facilities (153808)
Secondary Delivery(ies): All points in the State of Wisconsin, ANR Pipeline Storage Facilities (153808), Willow Run (42078) and Stag Lake (22992)

Contract No: 112565
Amendment No: 03

For the time period of November 1, 2014 through December 31, 2014, the rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipt/deliveries as listed below shall be fixed at a Capacity Reservation charge of \$.0699/dth, plus a fixed Deliverability Reservation charge of \$2.125/dth plus a fixed Commodity rate of \$.0075/dth. 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%) and EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

Secondary Receipt(s): All points within the Joliet Hub
Secondary Delivery(ies): All points in the State of Wisconsin, ANR Pipeline Storage Facilities (153808)

For the time period of January 1, 2015 through March 31, 2018, the rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be at current Maximum Tariff Rates, with the Deliverability Reservation charge capped at a rate not to exceed \$2.1250/dth plus the Capacity Reservation charge capped at a rate not to exceed \$0.0699/dth, plus the Applicable Commodity rate. 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) and any other applicable governmental surcharge in accordance with Transporter's Tariff.

Secondary Receipt(s): All points within the Joliet Hub, ANRPL Pipeline Storage Facilities (153808) (for the summer periods only)

Secondary Delivery(ies): Menasha (269472), Fond du Lac Central (139402) and Sheboygan Falls (439345)

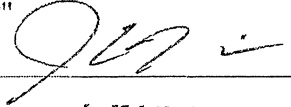
- B. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-3 service. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

Contract No: 112565
Amendment No: 03

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

WISCONSIN POWER AND LIGHT COMPANY

"Shipper"

By: 

Title: Jeff Hicken

Date: Manager, Gas Trading 1/29/14
and Dispatch

ANR PIPELINE COMPANY

"Transporter"

By: 

Title: Director, Commercial Services

Date: 2/3/14

40 1/30/14
BEB 1/30/14
ce 1/31/14

PRIMARY ROUTE EXHIBIT

To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN POWER AND LIGHT COMPANY (Shipper)

Contract No: 112565
Rate Schedule: FTS-3
Contract Date: May 24, 2006
Amendment Date: January 10, 2014

Receipt Location	Delivery Location	Annual MDQ/ MHQ (DTH)	Winter MDQ/ MHQ (DTH)	Summer MDQ/ MHQ (DTH)
Name	Name			
153808	384134	30000 1875	0 0	0 0
ANRPL STORAGE FACILITIES FROM: November 01, 2017	TIFFANY EAST TO: March 31, 2018			
243097	384134	40000 2500	0 0	0 0
ANR JOLIET HUB FROM: April 01, 2017	TIFFANY EAST TO: October 31, 2017			
153808	384134	30000 1875	0 0	0 0
ANRPL STORAGE FACILITIES FROM: November 01, 2016	TIFFANY EAST TO: March 31, 2017			
243097	384134	40000 2500	0 0	0 0
ANR JOLIET HUB FROM: April 01, 2016	TIFFANY EAST TO: October 31, 2016			
153808	384134	30000 1875	0 0	0 0
ANRPL STORAGE FACILITIES FROM: November 01, 2015	TIFFANY EAST TO: March 31, 2016			
243097	384134	40000 2500	0 0	0 0
ANR JOLIET HUB FROM: April 01, 2015	TIFFANY EAST TO: October 31, 2015			
153808	384134	30000 1875	0 0	0 0
ANRPL STORAGE FACILITIES FROM: January 01, 2015	TIFFANY EAST TO: March 31, 2015			
153808	384134	32500 2031	0 0	0 0
ANRPL STORAGE FACILITIES FROM: November 01, 2014	TIFFANY EAST TO: December 31, 2014			

PRIMARY ROUTE EXHIBIT

To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN POWER AND LIGHT COMPANY (Shipper)

Contract No: 112565
 Rate Schedule: FTS-3
 Contract Date: May 24, 2006
 Amendment Date: January 10, 2014

Receipt Location Name	Delivery Location Name	Annual MDQ/ MHQ (DTH)	Winter MDQ/ MHQ (DTH)	Summer MDQ/ MHQ (DTH)
243097	384134	40000 2500	0 0	0 0
ANR JOLIET HUB FROM: June 01, 2014	TIFFANY EAST TO: October 31, 2014			
243097	384134	40000 2500	0 0	0 0
ANR JOLIET HUB FROM: April 01, 2014	TIFFANY EAST TO: May 31, 2014			
153808	384134	32500 2031	0 0	0 0
ANRPL STORAGE FACILITIES FROM: November 01, 2013	TIFFANY EAST TO: March 31, 2014			
243097	384134	40000 2500	0 0	0 0
ANR JOLIET HUB FROM: April 01, 2013	TIFFANY EAST TO: October 31, 2013			
153808	384134	32500 2031	0 0	0 0
ANRPL STORAGE FACILITIES FROM: November 01, 2012	TIFFANY EAST TO: March 31, 2013			
243097	384134	40000 2500	0 0	0 0
ANR JOLIET HUB FROM: April 01, 2012	TIFFANY EAST TO: October 31, 2012			
153808	384134	32500 2031	0 0	0 0
ANRPL STORAGE FACILITIES FROM: November 01, 2011	TIFFANY EAST TO: March 31, 2012			
243097	384134	40000 2500	0 0	0 0
ANR JOLIET HUB FROM: April 01, 2011	TIFFANY EAST TO: October 31, 2011			

PRIMARY ROUTE EXHIBIT

To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN POWER AND LIGHT COMPANY (Shipper)

Contract No: 112565
Rate Schedule: FTS-3
Contract Date: May 24, 2006
Amendment Date: January 10, 2014

Receipt Location	Delivery Location	Annual MDQ/ MHQ (DTH)	Winter MDQ/ MHQ (DTH)	Summer MDQ/ MHQ (DTH)
Name	Name			
153808	384134	32500 2031	0 0	0 0
ANRPL STORAGE FACILITIES FROM: November 01, 2010	TIFFANY EAST TO: March 31, 2011			
243097	384134	40000 2500	0 0	0 0
ANR JOLIET HUB FROM: April 01, 2010	TIFFANY EAST TO: October 31, 2010			
153808	384134	32500 2031	0 0	0 0
ANRPL STORAGE FACILITIES FROM: November 01, 2009	TIFFANY EAST TO: March 31, 2010			
243097	384134	40000 2500	0 0	0 0
ANR JOLIET HUB FROM: April 01, 2009	TIFFANY EAST TO: October 31, 2009			
153808	384134	40000 2500	0 0	0 0
ANRPL STORAGE FACILITIES FROM: November 01, 2008	TIFFANY EAST TO: March 31, 2009			
243097	384134	40000 2500	0 0	0 0
ANR JOLIET HUB FROM: April 01, 2008	TIFFANY EAST TO: October 31, 2008			
153808	384134	40000 2500	0 0	0 0
ANRPL STORAGE FACILITIES FROM: November 01, 2007	TIFFANY EAST TO: March 31, 2008			

Appendix B

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

Marked Tariff

<u>Tariff Section</u>	<u>Version</u>
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X-16	Exchange Agreement with Great Lakes Gas Transmission Company	151
X-18	Exchange Agreement with Natural Gas Pipeline Company of America and Phillips Petroleum Company	180
X-37	Exchange Agreement with Southern Natural Gas Company	278
X-62	Exchange Agreement with Transcontinental Gas Pipe Line Corporation	532
X-100	Transportation and Exchange Agreement with Great Lakes Gas Transmission Company	1122
X-101	Transportation and Exchange Agreement with Great Lakes Gas Transmission Company	1140
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X-132	Gas Displacement and Exchange Agreement with Michigan Consolidated Gas Company	1592

Appendix C

ANR Pipeline Company

Marked Agreement

- 1) Wisconsin Power and Light Company
Rate Schedule FTS-3 Service Agreement Amendment No. 03 (#112565)

Contract No: 112565

Amendment No: ~~02~~ 03

AMENDMENT

Date: January 10, 2014

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN POWER AND LIGHT COMPANY

FTS-3 Contract No. 112565 dated May 24, 2006 ("Agreement") between Transporter and Shipper is amended effective June 01, 2014 as follows:

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

November 01, 2007 to

~~May 31, 2014~~ March 31, 2018

5. **RATES:**

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

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

- A. ~~For the Winter Period, the rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipt/deliveries as listed below shall be fixed at a Capacity reservation charge of \$.0699/dth, plus a Deliverability reservation charge of \$2.125/dth plus Commodity rate of \$.0075/dth for the life of the contract irrespective of ANR's maximum tariff rates under Rate Schedule FTS 3 (equivalent on a daily basis to a 100% Load Factor Rate of \$0.1819 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 any applicable ACA, Transporter's Use (Fuel%) and EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.~~

Contract No: 112565

Amendment No: 02 03

Secondary Receipt(s): ~~_____ All points within the Joliet Hub~~
Secondary Delivery(ies): ~~_____ All points in the State of Wisconsin, ANR Pipeline Storage Facilities (153808), Willow Run (42078) and Stag Lake (22992)~~

~~For the Summer Period, the rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipt/deliveries as listed below shall be fixed at a Capacity reservation charge of \$.0550/dth, plus a Deliverability reservation charge of \$1.0410/dth plus Commodity rate of \$.0277/dth for the life of the contract irrespective of ANR's maximum tariff rates under Rate Schedule FTS 3 (equivalent on a daily basis to a 100% Load Factor Rate of \$0.1340 per dth). 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%) and EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.~~

Secondary Receipt(s): ~~_____ All points within the Joliet Hub~~
Secondary Delivery(ies): ~~_____ All points in the State of Wisconsin, ANR Pipeline Storage Facilities (153808), Willow Run (42078) and Stag Lake (22992)~~

- A. For the time period of June 1, 2014 through October 31, 2014, the rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipt/deliveries as listed below shall be fixed at a Capacity Reservation charge of \$.0550/dth, plus a fixed Deliverability Reservation charge of \$1.0410/dth plus a fixed Commodity rate of \$.0277/dth. 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%) and EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

Secondary Receipt(s): All points within the Joliet Hub and ANR Pipeline Storage Facilities (153808)
Secondary Delivery(ies): All points in the State of Wisconsin, ANR Pipeline Storage Facilities (153808), Willow Run (42078) and Stag Lake (22992)

For the time period of November 1, 2014 through December 31, 2014, the rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipt/deliveries as listed below shall be fixed at a Capacity Reservation charge of \$.0699/dth, plus a fixed Deliverability Reservation charge of \$2.125/dth plus a fixed Commodity rate of \$.0075/dth. 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%) and EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

Secondary Receipt(s): All points within the Joliet Hub
Secondary Delivery(ies): All points in the State of Wisconsin, ANR Pipeline Storage Facilities (153808)

For the time period of January 1, 2015 through March 31, 2018, the rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be at current Maximum Tariff Rates, with the Deliverability Reservation charge capped at a rate not to exceed \$2.1250/dth plus the Capacity Reservation charge capped at a rate not to exceed \$0.0699/dth, plus the Applicable Commodity rate. This rate shall be inclusive of any other fees or surcharges under

Contract No: 112565

Amendment No: ~~02~~ 03

Transporter's Tariff. In addition, Shipper shall be charged any applicable ACA Transporter's Use (Fuel) and any other applicable governmental surcharge in accordance with Transporter's Tariff.

Secondary Receipt(s): All points within the Joliet Hub, ANRPL Pipeline Storage Facilities (153808) (for the summer periods only)

Secondary Delivery(ies): Menasha (269472), Fond du Lac Central (139402) and Sheboygan Falls (439345)

- 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-3 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.

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

WISCONSIN POWER AND LIGHT COMPANY
"Shipper"

By: _____

Title: _____

Date: _____

ANR PIPELINE COMPANY
"Transporter"

By: _____

Title: Director, Commercial Services

Date: _____

Contract No: 112565

PRIMARY ROUTE EXHIBIT

Rate Schedule: FTS-3

To Agreement Between

Contract Date: May 24, 2006

ANR PIPELINE COMPANY (Transporter)

Amendment Date: January 10, 2014

AND WISCONSIN POWER AND LIGHT COMPANY (Shipper)

Receipt	Delivery	Annual	Winter	Summer
Location	Location	MDQ/	MDQ/	MDQ/
		MHQ	MHQ	MHQ
Name	Name	(DTH)	(DTH)	(DTH)
153808	384134	30000	0	0
		1875	0	0
<u>ANRPL STORAGE FACILITIES</u> <u>TIFFANY EAST</u>				
<u>FROM: November 01, 2017</u> <u>TO: March 31, 2018</u>				
243097	384134	40000	0	0
		2500	0	0
<u>ANR JOLIET HUB</u> <u>TIFFANY EAST</u>				
<u>FROM: April 01, 2017</u> <u>TO: October 31, 2017</u>				
153808	384134	30000	0	0
		1875	0	0
<u>ANRPL STORAGE FACILITIES</u> <u>TIFFANY EAST</u>				
<u>FROM: November 01, 2016</u> <u>TO: March 31, 2017</u>				
243097	384134	40000	0	0
		2500	0	0
<u>ANR JOLIET HUB</u> <u>TIFFANY EAST</u>				
<u>FROM: April 01, 2016</u> <u>TO: October 31, 2016</u>				
153808	384134	30000	0	0
		1875	0	0
<u>ANRPL STORAGE FACILITIES</u> <u>TIFFANY EAST</u>				
<u>FROM: November 01, 2015</u> <u>TO: March 31, 2016</u>				
243097	384134	40000	0	0
		2500	0	0
<u>ANR JOLIET HUB</u> <u>TIFFANY EAST</u>				
<u>FROM: April 01, 2015</u> <u>TO: October 31, 2015</u>				

Contract No: 112565

PRIMARY ROUTE EXHIBIT

Rate Schedule: FTS-3

To Agreement Between

Contract Date: May 24, 2006

ANR PIPELINE COMPANY (Transporter)

Amendment Date: January 10, 2014

AND WISCONSIN POWER AND LIGHT COMPANY (Shipper)

Receipt	Delivery	Annual	Winter	Summer
Location	Location	MDQ/	MDQ/	MDQ/
		MHQ	MHQ	MHQ
Name	Name	(DTH)	(DTH)	(DTH)
153808	384134	30000	0	0
		1875	0	0
<u>ANRPL STORAGE FACILITIES</u>	<u>TIFFANY EAST</u>			
<u>FROM: January 01, 2015</u>	<u>TO: March 31, 2015</u>			
153808	384134	32500	0	0
		2031	0	0
<u>ANRPL STORAGE FACILITIES</u>	<u>TIFFANY EAST</u>			
<u>FROM: November 01, 2014</u>	<u>TO: December 31, 2014</u>			
243097	384134	40000	0	0
		2500	0	0
<u>ANR JOLIET HUB</u>	<u>TIFFANY EAST</u>			
<u>FROM: June 01, 2014</u>	<u>TO: October 31, 2014</u>			
243097	384134	40000	0	0
		2500	0	0
ANR JOLIET HUB	TIFFANY EAST			
FROM: April 01, 2014	TO: May 31, 2014			
153808	384134	32500	0	0
		2031	0	0
ANRPL STORAGE FACILITIES	TIFFANY EAST			
FROM: November 01, 2013	TO: March 31, 2014			
243097	384134	40000	0	0
		2500	0	0
ANR JOLIET HUB	TIFFANY EAST			
FROM: April 01, 2013	TO: October 31, 2013			
153808	384134	32500	0	0

Contract No: 112565

PRIMARY ROUTE EXHIBIT

Rate Schedule: FTS-3

To Agreement Between

Contract Date: May 24, 2006

ANR PIPELINE COMPANY (Transporter)

Amendment Date: January 10, 2014

AND WISCONSIN POWER AND LIGHT COMPANY (Shipper)

Receipt	Delivery	Annual	Winter	Summer
Location	Location	MDQ/	MDQ/	MDQ/
		MHQ	MHQ	MHQ
Name	Name	(DTH)	(DTH)	(DTH)
		2031	0	0
ANRPL STORAGE FACILITIES FROM: November 01, 2012	TIFFANY EAST TO: March 31, 2013			
243097	384134	40000 2500	0 0	0 0
ANR JOLIET HUB FROM: April 01, 2012	TIFFANY EAST TO: October 31, 2012			
153808	384134	32500 2031	0 0	0 0
ANRPL STORAGE FACILITIES FROM: November 01, 2011	TIFFANY EAST TO: March 31, 2012			
243097	384134	40000 2500	0 0	0 0
ANR JOLIET HUB FROM: April 01, 2011	TIFFANY EAST TO: October 31, 2011			
153808	384134	32500 2031	0 0	0 0
ANRPL STORAGE FACILITIES FROM: November 01, 2010	TIFFANY EAST TO: March 31, 2011			
243097	384134	40000 2500	0 0	0 0
ANR JOLIET HUB FROM: April 01, 2010	TIFFANY EAST TO: October 31, 2010			
153808	384134	32500 2031	0 0	0 0

Contract No: 112565

PRIMARY ROUTE EXHIBIT

Rate Schedule: FTS-3

To Agreement Between

Contract Date: May 24, 2006

ANR PIPELINE COMPANY (Transporter)

Amendment Date: January 10, 2014

AND WISCONSIN POWER AND LIGHT COMPANY (Shipper)

Receipt	Delivery	Annual	Winter	Summer
Location	Location	MDQ/	MDQ/	MDQ/
		MHQ	MHQ	MHQ
Name	Name	(DTH)	(DTH)	(DTH)
ANRPL STORAGE FACILITIES FROM: November 01, 2009	TIFFANY EAST TO: March 31, 2010			
243097	384134	40000 2500	0 0	0 0
ANR JOLIET HUB FROM: April 01, 2009	TIFFANY EAST TO: October 31, 2009			
153808	384134	40000 2500	0 0	0 0
ANRPL STORAGE FACILITIES FROM: November 01, 2008	TIFFANY EAST TO: March 31, 2009			
243097	384134	40000 2500	0 0	0 0
ANR JOLIET HUB FROM: April 01, 2008	TIFFANY EAST TO: October 31, 2008			
153808	384134	40000 2500	0 0	0 0
ANRPL STORAGE FACILITIES FROM: November 01, 2007	TIFFANY EAST TO: March 31, 2008			