



October 1, 2014

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
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Washington, D.C. 20426

ANR Pipeline Company
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Re: ANR Pipeline Company
Negotiated Rate/Non-Conforming 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”) respectfully submits for filing and acceptance two (2) tariff sections to be part of its FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”), and two (2) tariff records which include one (1) Rate Schedule ETS (“ETS”) negotiated rate service agreement (“Agreement”)² and one (1) ETS negotiated rate service amendment (“Amendment”),³ all of which are included as Appendix A.⁴ Additionally, the Agreement contains terms that deviate from ANR’s *pro forma* Form of Service Agreement (“FSA”),⁵ as more fully described below. ANR respectfully requests that the Commission accept the tariff sections and records to become effective November 1, 2014.

¹ 18 C.F.R. Part 154 (2014).

² Wisconsin Electric Power Company (“WEPCO”) ETS Contract No. 124961, filed herein as tariff record 9.29.

³ WEPCO ETS Contract No. 107896, filed herein as tariff record 9.26.

⁴ *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 and Amendment included herein as whole documents, in PDF format.

⁵ Specifically, Part 7.1—Service Agreements, Transporter’s Firm Rate Schedules.

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

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* Persons designated for official service pursuant to Rule 2010.

Statement of the Nature, Reasons and Basis for Filing

Negotiated Rate Agreements

On May 28, 1999, in Docket No. RP99-301-000,⁶ the Commission approved, subject to conditions, Section 6.27 of the General Terms and Conditions (“GT&C”) of ANR’s Tariff, which authorized ANR to enter into negotiated rate agreements with its customers.

In accordance with Section 6.27, paragraph 2, ANR is submitting for filing the referenced Agreement and Amendment as negotiated rate agreements, as more fully described below.⁷ ANR advises that no undisclosed agreements, etc., are linked to the Agreement or Amendment.

- ANR is filing the WEPCO Agreement (Contract No. 124961) as 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 \$4.858 per Dth and a Fixed Commodity Rate of \$0.0075. This rate shall be inclusive of any other fees or surcharges under ANR’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 ANR’s Tariff.

⁶ *ANR Pipeline Company*, 87 FERC ¶ 61,241 (1999).

⁷ ANR has elected to report the Agreement and Amendment by filing them in accordance with Section 6.27 of the GT&C 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.

- ANR is filing the WEPCO Amendment (Contract No. 107896) as the parties have agreed to decrease the contract Maximum Daily Quantity (“MDQ”) by 4,500 Dth during the Winter period effective November 1, 2014, and update the Primary Route Exhibit to reflect this change.⁸ The 4,500 Dth MDQ decrease reflected in the Amendment is offset entirely by the establishment of the Agreement, with a corresponding 4,500 Dth MDQ entitlement, which is included in the instant filing and described above.

Terms of Service which Deviate from the FSA

The Agreement (Contract No. 124961), filed herein and included as part of Appendix A, contains terms that deviate from ANR’s FSA for firm transportation service. The specific language from the Agreement that is non-conforming is discussed in more detail below.

The Agreement was made necessary when WEPCO submitted a request with ANR to move 4,500 Dth of existing receipt point capacity under its ETS Contract No. 107896 (the Amendment) to a different receipt point, as described above.⁹ A separate agreement was required to accommodate WEPCO’s request to move receipt point rights simply because ANR includes only one primary route path on the Primary Route Exhibit attached to each ANR firm service contract.¹⁰ Contract No. 107896 is a Marshfield Contract, as that term was defined in the uncontested March 31, 2011, Settlement Agreement (“Settlement”) approved by the Commission on August 4, 2011, in Docket No. RP10-517-000.¹¹ As such, Contract No. 107896 includes, among other things, a non-conforming provision which sets forth a cost recovery mechanism in the form of a monthly surcharge which was an integral component of the Settlement.¹² On September 30, 2013, ANR filed WEPCO Contract No. 107896 as a negotiated rate service

⁸ ANR previously filed WEPCO’s ETS Contract No. 107896 with the Commission as tariff record 9.26, a negotiated rate service agreement containing non-conforming provisions. *ANR Pipeline Company*, Docket No. RP13-1366-000 (October 23, 2013) (unpublished Director’s Letter Order) (“*WEPCO Order*”). The MDQ reduction discussed herein is the only change to the tariff record previously accepted by the Commission. The tariff record 9.26 submitted herein in Appendix A supersedes the tariff record previously filed, in its entirety.

⁹ WEPCO requested that 4,500 Dth of receipt point capacity be moved from ANR’s interconnection with Northern Border Pipeline (246067) to ANR’s interconnection with Alliance Pipeline (277072), in Will County, Illinois.

¹⁰ Part 6.1 – Definitions, of ANR’s Tariff defines “Primary Route” as “...the Primary Receipt Point to the Primary Delivery Point....”

¹¹ Settlement at P 8. *Wisconsin Electric Power Company, et al. v. ANR Pipeline Company*, Docket No. RP10-517-000, 136 FERC ¶ 61,080 (2011).

¹² Settlement at PP 23 and 24. Certain shippers, including WEPCO, were assessed an incremental monthly surcharge via their Marshfield Contract so that ANR could recover construction costs associated with compression and appurtenant facilities required by the Settlement.

agreement containing the non-conforming provision from the Settlement. On October 23, 2013, the Commission accepted Contract No. 107896, as proposed.¹³

As the entire 4,500 Dth of receipt point capacity in the new Agreement was transferred from WEPCO's pre-existing Marshfield Contract, ANR and WEPCO have mutually agreed to reflect the non-conforming cost recovery surcharge provision in the new Agreement.¹⁴ By including the non-conforming provision in the Agreement, ANR is able to preserve the link to the WEPCO, as well as the overall, receipt point MDQ utilized in the Settlement formula to calculate each shipper's incremental monthly surcharge, as identified in the Settlement.

Section 154.112(b) of the Commission's regulations provides that contracts for service pursuant to Part 284 that deviate in any material aspect from the pipeline's form of service agreement must be filed with the Commission as a non-conforming agreement. The provision of the Agreement referenced above deviates from ANR's FSA, but it does not affect the substantive rights of the parties. For the reasons cited above, ANR respectfully requests that the Commission find this deviation to be immaterial, and accept the Agreement to become effective November 1, 2014. However, in the event the Commission finds that the provision represents a material deviation under Commission policy, ANR respectfully requests that the Commission accept the deviation as of the effective date of the Agreement, in as much as it does not change the conditions under which service is provided or present a risk of undue discrimination.

To conform with Order No. 714, ANR is submitting the Agreement and Amendment in their entirety as tariff records 9.29 and 9.26, respectively.¹⁵ Each tariff record includes the original agreement and, as necessary, any subsequent amendments, and excludes any superseded or expired amendments. A marked version of the Agreement and Amendment is provided in Appendix C. Additionally, ANR is updating two (2) tariff sections, Part 1 – Table of Contents, and Part 6.28 – GT&C, Non-Conforming Agreements, to reflect that ANR and WEPCO have

¹³ *WEPCO Order*.

¹⁴ The Agreement stipulates that the cost recovery surcharge will be collected through Marshfield Contract No. 107896.

¹⁵ 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."

entered into the Agreement. ANR is requesting that the Commission approve the tariff sections and tariff records, submitted herein as Appendix A, to become effective November 1, 2014.

Effective Date

ANR respectfully requests that the Commission approve the tariff sections, Agreement, and Amendment included as Appendix A to become effective November 1, 2014.

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 sections and tariff records (Appendix A);
3. Marked tariff sections (Appendix B); and
4. Marked agreements (Appendix C).

Certificate of Service

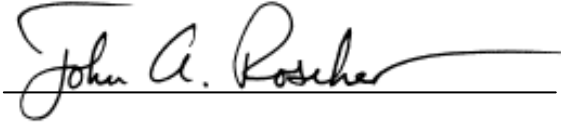
As required by Sections 154.7(b) and 154.208 of the Commission's regulations, copies of this filing are being served on all of ANR's existing customers and interested state regulatory agencies. A copy of this letter, together with the other attachments, is available during regular business hours for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

<u>Tariff Sections</u>	<u>Version</u>
1 – TABLE OF CONTENTS	v.29.0.0
6.28 – GT&C, Non-conforming Agreements	v.10.0.0

Tariff Records

<u>Tariff Record</u>	<u>Shipper</u>	<u>Rate Schedule</u>	<u>Agreement</u>	<u>Version</u>
Section 9 - Non-Conforming Agreements with Negotiated Rates				
9.26	Wisconsin Electric Power Company	ETS	#107896	v.1.0.0
9.29	Wisconsin Electric Power Company	ETS	#124961	v.0.0.0

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5. Callon Petroleum Operating Company, Habanero Lease Dedication Agreement, dated December 1, 2003.
6. PXP Offshore LLC, Letter Agreement Regarding Natural Gas Reserve Commitment, dated September 1, 2002.
7. Kerr-McGee Oil & Gas Corp., Red Hawk Lease Dedication Agreement, dated September 12, 2002.
8. ExxonMobil Gas Marketing Company, Lease Dedication Agreement, dated November 1, 2002.
9. BP Exploration & Production, Inc., Red Hawk Lease Dedication Agreement, dated November 1, 2002.
10. Wisconsin Electric Power Company, ETS Agreement, dated September 27, 2004.

Contract No. 107896
11. Conoco Phillips Company, Magnolia Lease Dedication Agreement, dated February 1, 2004.
12. Chevron U.S.A. Inc. & BHP Billiton Petroleum (Deepwater) Inc., Lease Dedication Agreement, dated November 14, 2001.

13. City Gas Company, FTS-1 Agreement, dated June 28, 2004.
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15. Wisconsin Electric Power Company, ETS Agreement, dated August 18, 2014.
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16. Reserved For Future Use.
17. Reserved For Future Use.
18. Indeck-Corinth Limited Partnership and ABN-AMRO Bank, N.V.,
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19. Indeck-Corinth Limited Partnership and General Electric Capital Corporation,
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23. Wisconsin Electric Power Company, FTS-1 Agreement, dated April 21, 2003.
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24. Wisconsin Gas LLC, ETS Agreement, dated October 17, 2003.
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25. Reserved For Future Use.
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27. Wisconsin Gas LLC, ETS Agreement, dated August 25, 2011.
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28. Wisconsin Gas LLC, ETS Agreement, dated June 27, 2002.
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29. Wisconsin Gas LLC, FSS Agreement, dated June 26, 2002.
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30. Wisconsin Electric Power Company, ETS Agreement, dated June 27, 2002.
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31. Wisconsin Gas LLC, NNS Agreement, dated June 27, 2002.
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Contract No. 107997
33. Wisconsin Gas LLC, FSS Agreement, dated April 21, 2003.
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36. Wisconsin Electric Power Company, FSS Agreement, dated April 21, 2003.
Contract Nos. 109225, 109226, 109227

37. Wisconsin Gas LLC, FSS Agreement, dated July 22, 2011.
Contract No. 118552
38. Wisconsin Electric Power Company, ETS Agreement, dated July 22, 2011.
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44. Wisconsin Public Service Corporation, FSS Agreement, dated March 28, 2008.
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45. Wisconsin Gas LLC, ETS Agreement, dated June 26, 2002.
Contract No. 107873
46. Wisconsin Electric Power Company, ETS Agreement, dated June 26, 2002.
Contract No. 107893
47. Madison Gas and Electric Company, FTS-1 Agreement, dated April 8, 2008.
Contract No. 114512

48. Chevron U.S.A. Inc., PTS-2 Agreement, dated November 14, 2001.

Contract No. 107146

49. BHP Billiton Petroleum (Deepwater) Inc., PTS-2 Agreement, dated November 14, 2001.

Contract No. 107147

50. PXP Offshore LLC, PTS-2 Agreement, dated September 12, 2002.

Contract No. 108250

51. Wisconsin Electric Power Company, FSS Agreement, dated June 26, 2002.

Contract Nos. 107889, 107900, 107901

52. Wisconsin Gas LLC, FSS Agreement, dated October 10, 2007.

Contract No. 113715

53. Wisconsin Electric Power Company, FSS Agreement, dated October 10, 2007.

Contract No. 113729

54. Wisconsin Gas LLC, ETS Agreement, dated October 31, 2007.

Contract No. 113710

55. Wisconsin Electric Power Company, ETS Agreement, dated November 1, 2007.

Contract No. 114091

Enhanced Transportation Service Agreement
Rate Schedule ETS

Wisconsin Electric Power Company
(#107896)

Amendment No. 01 Effective Date: April 1, 2006 (Amended and Restated Agreement)

Amendment No. 07 Effective Date: November 1, 2013

Amendment No. 08 Effective Date: November 1, 2014

Date: September 27, 2004

Contract No.: 107896
Amendment 1

ETS SERVICE AGREEMENT

This **AMENDED AND RESTATED AGREEMENT** ("Agreement") is entered into by ANR PIPELINE COMPANY (Transporter) and WISCONSIN ELECTRIC POWER COMPANY (Shipper), on Feb 18th, 2008 to become effective upon the later of i) April 1, 2006 or, ii) the Effective Date of the tariff filing dated _____. The provisions contained in this **Amended and Restated Agreement** represent the agreement between the parties in its entirety and upon becoming effective supercedes any prior agreements associated with services provided hereunder, including the agreement with the same contract number dated June 26, 2002.

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

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

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

284G

2. **RATE SCHEDULE: Enhanced Transportation Service (ETS)**

3. **CONTRACT QUANTITIES:**

Primary Route - see Exhibit attached hereto.

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

4. **TERM OF AGREEMENT:**

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

Date: September 27, 2004

**Contract No.: 107896
Amendment 1**

5. RATES:

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

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

6. INCORPORATION BY REFERENCE:

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

7. NOTICES:

All notices can be given by telephone or other electronic means, however, such notices shall be confirmed in writing at the addresses below or through 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 HOUSTON, TX 77002
Attention: TRANSPORTATION SERVICES

Date: September 27, 2004

Contract No.: 107896
Amendment 1

SHIPPER:

WISCONSIN ELECTRIC POWER COMPANY
333 W. EVERETT ST. A308
MILWAUKEE, WI 53203
Attention: RICHARD QUICK
Telephone: 414-221-5345
Fax: 414-221-5351

INVOICES AND STATEMENTS:

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

8. FURTHER AGREEMENT:

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

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

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

Date: September 27, 2004

**Contract No.: 107896
Amendment 1**

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

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

Except as otherwise provided herein, the mutually agreed upon rate for the use of any point not addressed in Section 8.A, 8.B, or 8.D, as well as deliveries in excess of the contract MDQ, shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under ETS service. In addition, Shipper shall be charged ACA, Transporter's Use, Dakota, Transition Costs and any other fees or surcharges under Transporter's FERC Gas Tariff.

Date: September 27, 2004

Contract No.: 107896
Amendment 1

- E. In addition, if one rate component which was at or below the applicable Maximum Rate at the time this Agreement was executed subsequently exceeds the applicable Maximum Rate due to a change in Transporter's Maximum Rates so that such rate component must be adjusted downward to equal the new applicable Maximum Rate, then other rate components may be adjusted upward to achieve the agreed overall rate, as long as none of the resulting rate components exceeds the Maximum Rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission Order accepts revised tariff sheet rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates, which ultimately are found to be just and reasonable.
- F. Shipper shall be entitled to a contractual right of first refusal pursuant to Section 22 of Transporter's FERC Gas Tariff, regardless of whether Shipper might otherwise be ineligible for such right under Section 22.2 or any other section of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- G. Transporter will file this Agreement with FERC as an exhibit to the tariff filing dated 11-12-2004. This Agreement shall be subject to FERC and Public Service Commission of Wisconsin approval.
- H. Shipper shall be entitled to elect reduction options under Sections 35.1 (Loss of Load) and 35.3 (Regulatory Unbundling Order) of Transporter's Tariff. To qualify for a reduction, Shipper must meet the notice, certification and/or other requirements stated in the tariff.

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

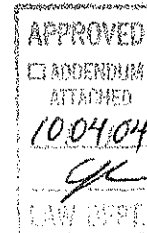
Date: September 27, 2004

Contract No.: 107896
Amendment 1

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

SHIPPER: WISCONSIN ELECTRIC POWER COMPANY

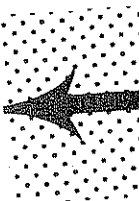
By: Peter Newman
Title: Peter Newman
General Manager-Gas Planning
Date: 2-18-2005



TRANSPORTER: ANR PIPELINE COMPANY

By: Joseph E. Pollack
Title: Agent and Attorney-in-Fact
Date: 3/7/05

SMU
PA 3/1/05



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

Contract No: 107896

Rate Schedule: ETS

Contract Date: June 26, 2002

Amendment Date: April 1, 2006

Receipt	Delivery	Annual	Winter
Location	Summer		
Name	Location	MDQ	MDQ
	Name	(DTH)	(DTH)
28873	139256	0	17,500
MARSHFIELD/VIKING INT WISC EPC-GRP 1			
FROM: November 1, 2009 TO: March 31, 2010			
No Service April 1, 2009 to October 31, 2009			
28873	139256	0	0
MARSHFIELD/VIKING INT WISC EPC-GRP 1			
FROM: November 1, 2008 TO: March 31, 2009			
No Service April 1, 2008 to October 31, 2008			
28873	139256	0	17,500
MARSHFIELD/VIKING INT WISC EPC-GRP 1			
FROM: November 1, 2007 TO: March 31, 2008			
No Service April 1, 2007 to October 31, 2007			
28873	139256	0	17,500
MARSHFIELD/VIKING INT WISC EPC-GRP 1			
FROM: November 1, 2006 TO: March 31, 2007			
No Service April 1, 2006 to October 31, 2006			

AMENDMENT

Date: July 22, 2011

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN ELECTRIC POWER COMPANY

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

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

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

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

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

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

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

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

Contract No: 107896
Amendment No: 07

TRANSPORTER:

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

SHIPPER:

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

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

INVOICES AND STATEMENTS:

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

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

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

- A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Fixed Monthly Reservation Rate of \$4.858 per dth and a Fixed Commodity Rate of \$0.0075. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.

Secondary Receipt(s): All ML 7 Receipts
Secondary Delivery(ies): All ML 7 Deliveries

- B. The MRP Facilities cost recovery period shall commence on the in-service date of the MRP Facilities, but in no event prior to November 1, 2013, and will continue through October 31, 2023 ("MRP Facilities Cost Recovery Period").

During the MRP Facilities Cost Recovery Period, Shipper agrees to pay an incremental monthly surcharge calculated as follows:

Contract No: 107896
Amendment No: 07

- a) The incremental monthly surcharge in the aggregate will be based on the following formula: [actual MRP Facilities construction costs (capped at \$25 million) x 13.89%¹ (Cost Factor) x 50% (MRP Facilities cost percentage agreed to by the parties to the Settlement Agreement)] ÷ 12 months. Based on this formula and assuming an MRP Facilities capital cost of \$25 million, the resulting incremental monthly surcharge in the aggregate is calculated to be \$144,687.50 per month and Shipper's share is calculated to be:
- | | |
|--------------------------|---------------------------------|
| Wisconsin Electric Share | 17.31% or \$25,045.41 per month |
|--------------------------|---------------------------------|
- b) If the in-service date of the MRP Facilities occurs later than November 1, 2013, the incremental monthly surcharge shall not be adjusted but recovery will take place in the period commencing with the in-service date of the MRP Facilities and continuing through October 31, 2023.
- c) If the MRP Facilities Cost Recovery Period does not commence on the first day of a month, the first monthly surcharge payment will be prorated based on the number of days remaining in the month.
- d) Transporter will collect this surcharge through this Agreement.
- C. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under ETS service. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's FERC Gas Tariff.
- D. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.
- E. Shipper and Transporter have agreed to move the primary receipt point for contract MDQ to Will County (246067). The effective date of the move will be the first day of the next month that is at least 30 days after the in-service date of the MRP Facilities (but not earlier than November 1, 2013); provided, however, in the event the effective date would occur during the months of November through March, Shipper shall have the right to elect to delay the effective date of the move until the next April 1. Shipper will have the right to request to move the primary receipt point for all or part of the capacity back to Marshfield at any time subject to the provisions of Transporter's Tariff.
- F. Shipper shall have the right to change the Primary Delivery Point in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time and Transporter further agrees that Shipper shall retain the rates set forth in Section 8.A, of this Agreement provided Shipper is awarded its requested changed Delivery Point in accordance with Transporter's FERC Gas Tariff and Shipper changes its Primary Delivery Point to any gate station or group of gate stations operated by Shipper and/or Wisconsin Gas LLC in the State of Wisconsin.

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

Contract No: 107896
Amendment No: 07

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

WISCONSIN ELECTRIC POWER COMPANY
"Shipper"

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

ANR PIPELINE COMPANY
"Transporter"

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

JEP
9/12/11

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

Legal
DR 9/12/11
Date

AB
9/12/11

Contract No: 107896
Amendment No: 08

AMENDMENT

Date: August 18, 2014

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN ELECTRIC POWER COMPANY

ETS Contract No. 107896 dated June 26, 2002 ("Agreement") between Transporter and Shipper is amended effective November 01, 2014 as follows;

Shipper and Transporter have agreed to decrease the MDQ to 13,000 during the Winter period under this Agreement. An updated Primary Route Exhibit reflecting this change is attached.

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

WISCONSIN ELECTRIC POWER COMPANY
"Shipper"

By: *Scott C. Moschea*

Title: Scott C. Moschea

Date: Manager Gas Supply 09/19/14

ANR PIPELINE COMPANY
"Transporter"

By: *Joseph E. Pollard*

Title: Director, Commercial Services

Date: 9/24/14

not 8/10/14

Legal
6/10/14
Date

*20 9/19/14
cc 9/22/14*

PRIMARY ROUTE EXHIBIT

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

Contract No: 107896
 Rate Schedule: ETS
 Contract Date: June 26, 2002
 Amendment Date: August 18, 2014

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
246067 WILL COUNTY INT FROM: April 01, 2023	139256 WISC EPC-GRP 1 TO: October 31, 2023	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2022	139256 WISC EPC-GRP 1 TO: March 31, 2023	0	13000	0
246067 WILL COUNTY INT FROM: April 01, 2022	139256 WISC EPC-GRP 1 TO: October 31, 2022	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2021	139256 WISC EPC-GRP 1 TO: March 31, 2022	0	13000	0
246067 WILL COUNTY INT FROM: April 01, 2021	139256 WISC EPC-GRP 1 TO: October 31, 2021	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2020	139256 WISC EPC-GRP 1 TO: March 31, 2021	0	13000	0
246067 WILL COUNTY INT FROM: April 01, 2020	139256 WISC EPC-GRP 1 TO: October 31, 2020	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2019	139256 WISC EPC-GRP 1 TO: March 31, 2020	0	13000	0
246067 WILL COUNTY INT FROM: April 01, 2019	139256 WISC EPC-GRP 1 TO: October 31, 2019	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2018	139256 WISC EPC-GRP 1 TO: March 31, 2019	0	13000	0

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

Contract No: 107896
 Rate Schedule: ETS
 Contract Date: June 26, 2002
 Amendment Date: August 18, 2014

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
246067 WILL COUNTY INT FROM: April 01, 2018	139256 WISC EPC-GRP 1 TO: October 31, 2018	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2017	139256 WISC EPC-GRP 1 TO: March 31, 2018	0	13000	0
246067 WILL COUNTY INT FROM: April 01, 2017	139256 WISC EPC-GRP 1 TO: October 31, 2017	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2016	139256 WISC EPC-GRP 1 TO: March 31, 2017	0	13000	0
246067 WILL COUNTY INT FROM: April 01, 2016	139256 WISC EPC-GRP 1 TO: October 31, 2016	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2015	139256 WISC EPC-GRP 1 TO: March 31, 2016	0	13000	0
246067 WILL COUNTY INT FROM: April 01, 2015	139256 WISC EPC-GRP 1 TO: October 31, 2015	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2014	139256 WISC EPC-GRP 1 TO: March 31, 2015	0	13000	0
246067 WILL COUNTY INT FROM: April 01, 2014	139256 WISC EPC-GRP 1 TO: October 31, 2014	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2013	139256 WISC EPC-GRP 1 TO: March 31, 2014	0	17500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2013	139256 WISC EPC-GRP 1 TO: October 31, 2013	0	0	0

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

Contract No: 107896
Rate Schedule: ETS
Contract Date: June 26, 2002
Amendment Date: August 18, 2014

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

PRIMARY ROUTE EXHIBIT

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

Contract No: 107896
 Rate Schedule: ETS
 Contract Date: June 26, 2002
 Amendment Date: August 18, 2014

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

Enhanced Transportation Service Agreement
Rate Schedule ETS

Wisconsin Electric Power Company
(#124961)

Agreement Effective Date: November 1, 2014

Date: August 18, 2014

Contract No.: 124961

ETS SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and WISCONSIN ELECTRIC POWER COMPANY (Shipper).

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

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

1. **AUTHORITY FOR TRANSPORTATION SERVICE:**

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

2. **RATE SCHEDULE: Enhanced Transportation Service (ETS)**

3. **CONTRACT QUANTITIES:**

Primary Routes - see Exhibit attached hereto.

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

4. **TERM OF AGREEMENT:**

November 01, 2014 to

October 31, 2023

If Transportation Service is to be provided on a seasonal basis or for non-consecutive months during the term of the Agreement, those periods are set forth in the Primary Route Exhibit attached hereto.

Date: August 18, 2014

Contract No.: 124961

5. RATES:

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

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

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

- B. Shipper shall have the right to change the Primary Delivery Point in accordance with Transporter's Tariff as it may be in effect from time-to-time and Transporter further agrees that Shipper shall retain the Negotiated Rate set forth in Paragraph A above, provided Shipper is awarded its requested changed Delivery Point in accordance with Transporter's Tariff and Shipper changes its Primary Delivery Point to any Delivery Point within Transporter's ML-7 Zone.
- C. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under ETS service. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

Date: August 18, 2014

Contract No.: 124961

- D. The MRP Facilities cost recovery period shall commence on the in-service date of the MRP Facilities, but in no event prior to November 1, 2013, and will continue through October 31, 2023 ("MRP Facilities Cost Recovery Period").

During the MRP Facilities Cost Recovery Period, Shipper agrees to pay an incremental monthly surcharge calculated as follows:

- a) The incremental monthly surcharge in the aggregate will be based on the following formula: [actual MRP Facilities construction costs (capped at \$25 million) x 13.89% (Cost Factor) x 50% (MRP Facilities cost percentage agreed to by the parties to the Settlement Agreement)] ÷ 12 months. Based on this formula and assuming an MRP Facilities capital cost of \$25 million, the resulting incremental monthly surcharge in the aggregate is calculated to be \$144,687.50 per month and Shipper's share is calculated to be:

Wisconsin Electric Share 17.31% or \$25,045.41 per month

- b) If the in-service date of the MRP Facilities occurs later than November 1, 2013, the incremental monthly surcharge shall not be adjusted but recovery will take place in the period commencing with the in-service date of the MRP Facilities and continuing through October 31, 2023.
- c) If the MRP Facilities Cost Recovery Period does not commence on the first day of a month, the first monthly surcharge payment will be prorated based on the number of days remaining in the month.
- d) Transporter will collect this surcharge through Shipper's contract No. 107896.

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.

Date: August 18, 2014

Contract No.: 124961

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

TRANSPORTER:

ANR Pipeline Company
717 Texas Street, Suite 25000
Houston, Texas 77002-2761
Attention: Commercial Services

SHIPPER:

WISCONSIN ELECTRIC POWER COMPANY
333 W. EVERETT ST. A308
MILWAUKEE, WI 53203
Attention: MARY ANN PRAGER

Telephone: 414-221-5204
FAX: 414-221-4210

INVOICES AND STATEMENTS:

WISCONSIN ELECTRIC POWER COMPANY
231 W. MICHIGAN ST - PSB-P277
MILWAUKEE, WI 53203
Attention: GLORIA GRABARCZYK

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

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: August 18, 2014

Contract No.: 124961

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: WISCONSIN ELECTRIC POWER COMPANY

By: *Scott C. Moschea*

Title: Scott C. Moschea

Date: Manager Gas Supply 09/19/14

TRANSPORTER: ANR PIPELINE COMPANY

By: *Joseph E. Rolland*

Title: Director, Commercial Services

Date: 9/24/14

ms 8/20/14

Legal
8/20/14
Date

*LD 9/19/14
cc 9/22/14*

PRIMARY ROUTE EXHIBIT

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

Contract No: 124961
Rate Schedule: ETS
Contract Date: August 18, 2014
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: November 01, 2014	139256 WISC EPC-GRP 1 TO: October 31, 2023	0	4500	0

Appendix B

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

<u>Tariff Sections</u>	<u>Version</u>
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6.28 – GT&C, Non-conforming Agreements	v.10.0.0

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1. Midland Cogeneration Venture Limited Partnership FTS-1 Agreements, dated August 30, 2001.

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2. Wisconsin Gas LLC, ETS Agreement, dated September 27, 2004.

Contract Nos. 107784, 108014
3. Wisconsin Public Service Corporation, ETS Agreement, dated October 22, 2004.

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4. Wisconsin Public Service Corporation, FTS-1 Agreement, dated October 22, 2004.

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5. Callon Petroleum Operating Company, Habanero Lease Dedication Agreement, dated December 1, 2003.
6. PXP Offshore LLC, Letter Agreement Regarding Natural Gas Reserve Commitment, dated September 1, 2002.
7. Kerr-McGee Oil & Gas Corp., Red Hawk Lease Dedication Agreement, dated September 12, 2002.
8. ExxonMobil Gas Marketing Company, Lease Dedication Agreement, dated November 1, 2002.
9. BP Exploration & Production, Inc., Red Hawk Lease Dedication Agreement, dated November 1, 2002.
10. Wisconsin Electric Power Company, ETS Agreement, dated September 27, 2004.

Contract No. 107896
11. Conoco Phillips Company, Magnolia Lease Dedication Agreement, dated February 1, 2004.
12. Chevron U.S.A. Inc. & BHP Billiton Petroleum (Deepwater) Inc., Lease Dedication Agreement, dated November 14, 2001.

13. City Gas Company, FTS-1 Agreement, dated June 28, 2004.

Contract No. 109610

14. Centra Gas Manitoba, Inc., FTS-1 Agreement, dated August 1, 2004.

Contract No. 109713

15. ~~Reserved For Future Use.~~ Wisconsin Electric Power Company, ETS Agreement, dated August 18, 2014.

Contract No. 124961

16. Reserved For Future Use.

17. Reserved For Future Use.

18. Indeck-Corinth Limited Partnership and ABN-AMRO Bank, N.V., Acknowledgement and Consent, dated August 1, 2005.

19. Indeck-Corinth Limited Partnership and General Electric Capital Corporation, Acknowledgement and Consent, dated August 31, 2005.

20. Reserved For Future Use.

21. Midland Cogeneration Venture Limited Partnership, FTS-1 Agreements, dated May 23, 2006.

Contract Nos. 112546, 112547

22. Wisconsin Gas LLC, FTS-1 Agreement, dated April 21, 2003.

Contract No. 109212

23. Wisconsin Electric Power Company, FTS-1 Agreement, dated April 21, 2003.

Contract No. 109223

24. Wisconsin Gas LLC, ETS Agreement, dated October 17, 2003.

Contract No. 109854

25. Reserved For Future Use.

26. Reserved For Future Use.
27. Wisconsin Gas LLC, ETS Agreement, dated August 25, 2011.
Contract No. 118840
28. Wisconsin Gas LLC, ETS Agreement, dated June 27, 2002.
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29. Wisconsin Gas LLC, FSS Agreement, dated June 26, 2002.
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30. Wisconsin Electric Power Company, ETS Agreement, dated June 27, 2002.
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31. Wisconsin Gas LLC, NNS Agreement, dated June 27, 2002.
Contract No. 107995
32. Wisconsin Electric Power Company, NNS Agreement, dated June 27, 2002.
Contract No. 107997
33. Wisconsin Gas LLC, FSS Agreement, dated April 21, 2003.
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34. Wisconsin Gas LLC, ETS Agreement, dated April 21, 2003.
Contract No. 109218
35. Wisconsin Electric Power Company, ETS Agreement, dated April 21, 2003.
Contract No. 109222
36. Wisconsin Electric Power Company, FSS Agreement, dated April 21, 2003.
Contract Nos. 109225, 109226, 109227

37. Wisconsin Gas LLC, FSS Agreement, dated July 22, 2011.
Contract No. 118552
38. Wisconsin Electric Power Company, ETS Agreement, dated July 22, 2011.
Contract Nos. 118787, 118789
39. Wisconsin Gas LLC, ETS Agreement, dated July 22, 2011.
Contract Nos. 118793, 118794
40. Tennessee Valley Authority, FTS-3 Agreement, dated July 23, 2008.
Contract Nos. 114655, 114656
41. Wisconsin Public Service Corporation, ETS Agreement, dated October 6, 2004.
Contract Nos. 1600, 5450, 106322
42. Wisconsin Public Service Corporation, NNS Agreement, dated October 6, 2004.
Contract No. 99515
43. Wisconsin Public Service Corporation, FTS-1 Agreement, dated October 6, 2004.
Contract Nos. 104404, 104405, 106199
44. Wisconsin Public Service Corporation, FSS Agreement, dated March 28, 2008.
Contract Nos. 114369, 114370
45. Wisconsin Gas LLC, ETS Agreement, dated June 26, 2002.
Contract No. 107873
46. Wisconsin Electric Power Company, ETS Agreement, dated June 26, 2002.
Contract No. 107893
47. Madison Gas and Electric Company, FTS-1 Agreement, dated April 8, 2008.
Contract No. 114512

48. Chevron U.S.A. Inc., PTS-2 Agreement, dated November 14, 2001.

Contract No. 107146

49. BHP Billiton Petroleum (Deepwater) Inc., PTS-2 Agreement, dated November 14, 2001.

Contract No. 107147

50. PXP Offshore LLC, PTS-2 Agreement, dated September 12, 2002.

Contract No. 108250

51. Wisconsin Electric Power Company, FSS Agreement, dated June 26, 2002.

Contract Nos. 107889, 107900, 107901

52. Wisconsin Gas LLC, FSS Agreement, dated October 10, 2007.

Contract No. 113715

53. Wisconsin Electric Power Company, FSS Agreement, dated October 10, 2007.

Contract No. 113729

54. Wisconsin Gas LLC, ETS Agreement, dated October 31, 2007.

Contract No. 113710

55. Wisconsin Electric Power Company, ETS Agreement, dated November 1, 2007.

Contract No. 114091

Appendix C

ANR Pipeline Company **Marked Agreements**

- 1) Wisconsin Electric Power Company
Rate Schedule ETS Service Agreement #107896, Amendment No. 08
- 2) Wisconsin Electric Power Company
Rate Schedule ETS Service Agreement #124961, Original Contract

Contract No: 107896

Amendment No: 08

AMENDMENT

Date: August 18, 2014

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN ELECTRIC POWER COMPANY

ETS Contract No. 107896 dated June 26, 2002 ("Agreement") between Transporter and Shipper is amended effective November 01, 2014 as follows:

Shipper and Transporter have agreed to decrease the MDQ to 13,000 during the Winter period under this Agreement. An updated Primary Route Exhibit reflecting this change is attached.

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

WISCONSIN ELECTRIC POWER COMPANY
"Shipper"

By: _____

Title: _____

Date: _____

ANR PIPELINE COMPANY
"Transporter"

By: _____

Title: Director, Commercial Services

Date: _____

Contract No: 107896

PRIMARY ROUTE EXHIBIT

Rate Schedule: ETS

To Agreement Between

Contract Date: June 26, 2002

ANR PIPELINE COMPANY (Transporter)

Amendment Date: August 18,
2014~~July 22, 2011~~

AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)

Receipt	Delivery	Annual	Winter	Summer
Location	Location	MDQ	MDQ	MDQ
Name	Name	(DTH)	(DTH)	(DTH)
246067 WILL COUNTY INT FROM: April 01, 2023	139256 WISC EPC-GRP 1 TO: October 31, 2023	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2022	139256 WISC EPC-GRP 1 TO: March 31, 2023	013000 17500		0
246067 WILL COUNTY INT FROM: April 01, 2022	139256 WISC EPC-GRP 1 TO: October 31, 2022	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2021	139256 WISC EPC-GRP 1 TO: March 31, 2022	013000 17500		0
246067 WILL COUNTY INT FROM: April 01, 2021	139256 WISC EPC-GRP 1 TO: October 31, 2021	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2020	139256 WISC EPC-GRP 1 TO: March 31, 2021	013000 17500		0
246067 WILL COUNTY INT FROM: April 01, 2020	139256 WISC EPC-GRP 1 TO: October 31, 2020	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2019	139256 WISC EPC-GRP 1 TO: March 31, 2020	013000 17500		0
246067 WILL COUNTY INT FROM: April 01, 2019	139256 WISC EPC-GRP 1 TO: October 31, 2019	0	0	0
246067 WILL COUNTY INT	139256 WISC EPC-GRP 1	013000 17500		0

Contract No: 107896

PRIMARY ROUTE EXHIBIT

Rate Schedule: ETS

To Agreement Between

Contract Date: June 26, 2002

ANR PIPELINE COMPANY (Transporter)

Amendment Date: August 18,
2014~~July 22, 2011~~

AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)

Receipt	Delivery	Annual	Winter	Summer
Location	Location	MDQ	MDQ	MDQ
Name	Name	(DTH)	(DTH)	(DTH)
FROM: November 01, 2018	TO: March 31, 2019			
246067 WILL COUNTY INT FROM: April 01, 2018	139256 WISC EPC-GRP 1 TO: October 31, 2018	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2017	139256 WISC EPC-GRP 1 TO: March 31, 2018	<u>013000</u> 17500		0
246067 WILL COUNTY INT FROM: April 01, 2017	139256 WISC EPC-GRP 1 TO: October 31, 2017	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2016	139256 WISC EPC-GRP 1 TO: March 31, 2017	<u>013000</u> 17500		0
246067 WILL COUNTY INT FROM: April 01, 2016	139256 WISC EPC-GRP 1 TO: October 31, 2016	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2015	139256 WISC EPC-GRP 1 TO: March 31, 2016	<u>013000</u> 17500		0
246067 WILL COUNTY INT FROM: April 01, 2015	139256 WISC EPC-GRP 1 TO: October 31, 2015	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2014	139256 WISC EPC-GRP 1 TO: March 31, 2015	<u>013000</u> 17500		0
246067 WILL COUNTY INT FROM: April 01, 2014	139256 WISC EPC-GRP 1 TO: October 31, 2014	0	0	0

Contract No: 107896

PRIMARY ROUTE EXHIBIT

Rate Schedule: ETS

To Agreement Between

Contract Date: June 26, 2002

ANR PIPELINE COMPANY (Transporter)

Amendment Date: August 18,
2014~~July 22, 2011~~

AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)

Receipt	Delivery	Annual	Winter	Summer
Location	Location	MDQ	MDQ	MDQ
Name	Name	(DTH)	(DTH)	(DTH)
246067 WILL COUNTY INT FROM: November 01, 2013	139256 WISC EPC-GRP 1 TO: March 31, 2014	0	17500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2013	139256 WISC EPC-GRP 1 TO: October 31, 2013	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2012	139256 WISC EPC-GRP 1 TO: March 31, 2013	0	17500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2012	139256 WISC EPC-GRP 1 TO: October 31, 2012	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2011	139256 WISC EPC-GRP 1 TO: March 31, 2012	0	17500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2011	139256 WISC EPC-GRP 1 TO: October 31, 2011	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2010	139256 WISC EPC-GRP 1 TO: March 31, 2011	0	17500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2010	139256 WISC EPC-GRP 1 TO: October 31, 2010	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2009	139256 WISC EPC-GRP 1 TO: March 31, 2010	0	17500	0
28873 MARSHFIELD/VIKING INT	139256 WISC EPC-GRP 1	0	0	0

Contract No: 107896

PRIMARY ROUTE EXHIBIT

Rate Schedule: ETS

To Agreement Between

Contract Date: June 26, 2002

ANR PIPELINE COMPANY (Transporter)

Amendment Date: August 18,
2014~~July 22, 2011~~

AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)

Receipt	Delivery	Annual	Winter	Summer
Location	Location	MDQ	MDQ	MDQ
Name	Name	(DTH)	(DTH)	(DTH)
FROM: April 01, 2009	TO: October 31, 2009			
28873 MARSHFIELD/VIKING INT FROM: November 01, 2008	139256 WISC EPC-GRP 1 TO: March 31, 2009	0	17500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2008	139256 WISC EPC-GRP 1 TO: October 31, 2008	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2007	139256 WISC EPC-GRP 1 TO: March 31, 2008	0	17500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2007	139256 WISC EPC-GRP 1 TO: October 31, 2007	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2006	139256 WISC EPC-GRP 1 TO: March 31, 2007	0	17500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2006	139256 WISC EPC-GRP 1 TO: October 31, 2006	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2003	139256 WISC EPC-GRP 1 TO: March 31, 2006	17500	0	0

Date: August 18, 2014

Contract No.: 124961

ETS SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and WISCONSIN ELECTRIC POWER COMPANY (Shipper).

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

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

1. AUTHORITY FOR TRANSPORTATION SERVICE:

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

2. RATE SCHEDULE: Enhanced Transportation Service (ETS)

3. CONTRACT QUANTITIES:

Primary Routes - see Exhibit attached hereto.

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

4. TERM OF AGREEMENT:

November 01, 2014 to

October 31, 2023

If Transportation Service is to be provided on a seasonal basis or for non-consecutive months during the term of the Agreement, those periods are set forth in the Primary Route Exhibit attached hereto.

Date: August 18, 2014

Contract No.: 124961

5. RATES:

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

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

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

- B. Shipper shall have the right to change the Primary Delivery Point in accordance with Transporter's Tariff as it may be in effect from time-to-time and Transporter further agrees that Shipper shall retain the Negotiated Rate set forth in Paragraph A above, provided Shipper is awarded its requested changed Delivery Point in accordance with Transporter's Tariff and Shipper changes its Primary Delivery Point to any Delivery Point within Transporter's ML-7 Zone.
- C. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under ETS service. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

Date: August 18, 2014

Contract No.: 124961

D. The MRP Facilities cost recovery period shall commence on the in-service date of the MRP Facilities, but in no event prior to November 1, 2013, and will continue through October 31, 2023 (“MRP Facilities Cost Recovery Period”).

During the MRP Facilities Cost Recovery Period, Shipper agrees to pay an incremental monthly surcharge calculated as follows:

- a) The incremental monthly surcharge in the aggregate will be based on the following formula: [actual MRP Facilities construction costs (capped at \$25 million) x 13.89% (Cost Factor) x 50% (MRP Facilities cost percentage agreed to by the parties to the Settlement Agreement)] ÷ 12 months. Based on this formula and assuming an MRP Facilities capital cost of \$25 million, the resulting incremental monthly surcharge in the aggregate is calculated to be \$144,687.50 per month and Shipper’s share is calculated to be:

Wisconsin Electric Share 17.31% or \$25,045.41 per month

- b) If the in-service date of the MRP Facilities occurs later than November 1, 2013, the incremental monthly surcharge shall not be adjusted but recovery will take place in the period commencing with the in-service date of the MRP Facilities and continuing through October 31, 2023.
- c) If the MRP Facilities Cost Recovery Period does not commence on the first day of a month, the first monthly surcharge payment will be prorated based on the number of days remaining in the month.
- d) Transporter will collect this surcharge through Shipper’s contract No. 107896.

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.

Date: August 18, 2014

Contract No.: 124961

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

TRANSPORTER:

ANR Pipeline Company
717 Texas Street, Suite 25000
Houston, Texas 77002-2761
Attention: Commercial Services

SHIPPER:

WISCONSIN ELECTRIC POWER COMPANY
333 W. EVERETT ST. A308
MILWAUKEE, WI 53203
Attention: MARY ANN PRAGER

Telephone: 414-221-5204
FAX: 414-221-4210

INVOICES AND STATEMENTS:

WISCONSIN ELECTRIC POWER COMPANY
231 W. MICHIGAN ST - PSB-P277
MILWAUKEE, WI 53203
Attention: GLORIA GRABARCZYK

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

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: August 18, 2014

Contract No.: 124961

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: WISCONSIN ELECTRIC POWER COMPANY

By: _____

Title: _____

Date: _____

TRANSPORTER: ANR PIPELINE COMPANY

By: _____

Title: _____ Director, Commercial Services

Date: _____

Contract No: 124961

PRIMARY ROUTE EXHIBIT

Rate Schedule: ETS

**To Agreement Between
2014**

Contract Date: August 18,

ANR PIPELINE COMPANY (Transporter)

Amendment Date:

AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)

Receipt	Delivery	Annual	Winter	Summer
Location	Location	MDQ	MDQ	MDQ
Name	Name	(DTH)	(DTH)	(DTH)
277072 ALLIANCE/ANR INT FROM: November 01, 2014	139256 WISC EPC-GRP 1 TO: October 31, 2023	0	4500	0