March 31, 2014

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

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 tariff record to be housed in its FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”), that includes one (1) amended Rate Schedule FSS (“FSS”) negotiated rate service agreement (“Agreement”) ANR has entered into with Wisconsin Gas LLC (“WG”), listed and included herein as Appendix A.² ANR respectfully requests that the Commission accept the Agreement to become effective April 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:

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.
Statement of the Nature, Reasons and Basis for Filing

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

In accordance with Tariff Section 6.27, paragraph 2, ANR is submitting for filing the Agreement entered into between ANR and WG, wherein it was mutually agreed that:

Effective April 1, 2014, ANR and WG would reduce the contract Maximum Storage Quantity by 1,003,600 Dth, reduce the contract Maximum Daily Withdrawal Quantity by 20,072 Dth per day, and reduce the Maximum Daily Injection Quantity by 5,734 Dth per day, for FSS negotiated rate Contract No. 118552. Contract No. 118552 and its Amendment No. 03 are included herein as tariff record 9.7.

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4 ANR has elected to report the Agreement by filing it in accordance with Section 6.27 of the General Terms and Conditions of its Tariff. The Agreement provides all of the information required by Section 6.27 of ANR’s Tariff, including: (1) the exact legal name of the Shipper; (2) the negotiated rate; (3) the applicable rate schedule; (4) the receipt and delivery points; and (5) the contract quantities.
5 On March 1, 2012, in Docket No. RP12-451-000, ANR filed original FSS Contract No. 118552 as tariff record 9.7. Tariff record 9.7 was submitted with the Commission as a negotiated rate agreement that additionally included terms which deviated from ANR’s applicable Form of Service Agreement. The Commission accepted tariff record 9.7 as a non-conforming agreement with negotiated rates on March 27, 2012. See ANR Pipeline Company, Docket No. RP12-451-000 (March 27, 2012) (unpublished Director’s letter order) (“March 27 Order”). The tariff record 9.7 included in the instant filing supersedes the tariff record previously filed and accepted, in its entirety.
ANR advises that no undisclosed agreements, etc., are linked to the Agreement, which is included herein as Appendix A.6

To conform with Order No. 714, ANR is submitting the Agreement7 in its entirety in the tariff record as provided above. ANR is requesting that the Commission accept the Agreement, submitted herein as tariff record 9.7, to become effective April 1, 2014.

Effective Date and Request for Waiver

ANR respectfully requests that the Commission accept the Agreement to become effective April 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.

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 record (Appendix A); and
3. A marked amendment (Appendix B).

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6 The Agreement, included herein as Appendix A, does not modify or add to the non-conforming provisions previously accepted by the Commission in the March 27 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.”
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”).
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

John A. Roscher
Director, Rates & Tariffs

Enclosures
## Tariff Record

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<th>Rate Schedule</th>
<th>Agreement #</th>
<th>Version</th>
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<td>FSS</td>
<td>#118552</td>
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Firm Storage Service Agreement
Rate Schedule FSS

Wisconsin Gas LLC
(#118552)

Agreement Effective Date: April 1, 2012
Amendment No. 03 Effective Date: April 1, 2014

Issued: March 31, 2014
Effective: April 1, 2014
FSS SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and WISCONSIN GAS LLC (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:
   (284B = Section 311; 284G = Blanket)

   Not Applicable.

2. RATE SCHEDULE: Firm Storage Service

3. CONTRACT QUANTITIES:

   Contracts Quantities- 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.
Shipper desires to maintain the MDQ delivered to the city gate from storage in the event of a change in Transporter's Use %. Therefore, subject to available capacity, if Transporter's Use %, as stated in Transporter's Tariff changes, Transporter shall (a) make corresponding changes to the MSQ, Base MDWQ and Base MDIQ of Shipper's FSS Agreement; and (b) if elected below, any necessary changes to the MDQ of the injection route(s) of a firm transport agreement(s), associated with such FSS Agreement. Shipper authorizes Transporter to make such quantity changes without formal amendment by providing to Shipper a revised Exhibit for each contract affected.

_______ Shipper elects changes per subpart (a) only.

_____ Shipper elects changes per subpart (a) and (b).

4. TERM OF AGREEMENT:

The term of this Agreement shall be April 1, 2012 through March 31, 2013 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the 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"), or (b) termination of such Settlement Agreement.

A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2020.

B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.

C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.
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 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 Tariff are specifically incorporated herein by reference and made a part hereof.

7. **NOTICES:**

All notices can be given by telephone or other electronic means, however, such notice shall be confirmed in writing at the addresses below or through GEMS™. 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 2500  
Houston, Texas 77002-2761  
Attention: Commercial Services
8. **FURTHER AGREEMENT:**

A. The rate for storage service shall be a Fixed Deliverability rate of $2.4500 per dth per month for MDWQ, and a Fixed Capacity rate of $0.4000 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged a Fixed Commodity rate of $0.0126 for injection or withdrawal charges. These rates are inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly situated shippers and 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 ("Governmental Authority Surcharges"). As an example, FERC’s Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged Transporter’s Use (Fuel %) and EPC (Electric Power Cost).
B. Shipper and Transporter have agreed to reduction rights pursuant to Transporter’s FERC Gas Tariff Part 6.32.5 as follows:

1) Using 2011-12 firm sales service peak day requirements for service areas served by Transporter as filed with the Public Service Commission of Wisconsin in Shippers’ Gas Supply Plan, reduction rights will be limited to 105% of the reduction in peak day service requirements for those same service areas as filed by Shipper in subsequent Gas Supply Plans. Such reduction rights shall in no case exceed:

   a.) For Storage Service Year April 2012 to March 2013 winter citygate deliveries will be reduced by no more than 15,000 Dth/d MDQ from existing levels in aggregate between contracts No. 118787 and No. 118793. Notification of such reduction will be made by October 1, 2011.

   b.) For Storage Service Year April 2013 to March 2014 winter citygate deliveries will be reduced by no more than 15,000 Dth/d MDQ in aggregate between contracts No. 118787 and No. 118793. Notification of such reduction will be made by October 1, 2012.

   c.) For Storage Service Year April 2014 to March 2015 winter citygate deliveries will be reduced by no more than 20,000 Dth/d MDQ in aggregate between contracts No. 118787 and No. 118793. Notification of such reduction will be made by October 1, 2013.

2) The affected Service Agreements will be adjusted to reflect the reduced citygate delivery MDQ on the winter storage transport contracts as stated above, with commensurate reductions to the MDWQ, MSQ and MDIQ of the corresponding storage, as well as commensurate MDQ reductions to the corresponding injection transport contracts.

3) If timely service reduction or termination opportunities are available under service agreements with other pipeline service providers that serve areas common with Transporter, Shipper will in good faith select the highest delivered cost service for termination.

4) Any reduction rights set forth above that are foregone by Shipper in one year shall not carry over to future years.
C. 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.

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 GAS LLC

By: 

Title: VP Wholesale Energy and Fuels

Date: 9-14-11

TRANSPORTER: ANR PIPELINE COMPANY

By: 

Title: Agent and Attorney-in-Fact

Date: 9/22/11
AMENDMENT

Date: December 18, 2013

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN GAS LLC

FSS Contract No. 118552 dated July 22, 2011 ("Agreement") between Transporter and Shipper is amended effective April 01, 2014 as follows:

3. CONTRACT QUANTITIES:

Shipper and Transporter have agreed to reduce the MSQ from 1,655,950 to 652,350, the MDWQ from 33,119 to 13,047 and the MDIQ from 9,462 to 3,728.

An updated Primary Quantity Exhibit reflecting the changes is attached.

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

WISCONSIN GAS LLC
"Shipper"
By: Scott C. Moschea
Title: Manager Gas Supply
Date: 01/14/14

ANR PIPELINE COMPANY
"Transporter"
By: Joseph Pollard
Title: Director, Commercial Services
Date: 1/20/14
CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS LLC (Shipper)

Effective Start: April 01, 2014
Effective End: March 31, 2020

Annual Service
Ratcheted Service

Maximum Storage Quantity (MSQ)
Base Maximum Daily Withdrawal Quantity (BMDWQ)
Base Maximum Daily Injection Quantity (BMDIQ)
Cyclability

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W=Withdrawal; I=Injection

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.
Appendix B

ANR Pipeline Company
Marked Agreement

1) Wisconsin Gas LLC
Rate Schedule FSS Service Agreement Amendment No. 03 (#118552)
AMENDMENT

Date: December 18, 2013

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN GAS LLC

FSS Contract No. 118552 dated July 22, 2011 ("Agreement") between Transporter and Shipper is amended effective April 01, 2014 as follows:

3. CONTRACT QUANTITIES:

Shipper and Transporter have agreed to reduce the MSO from 1,655,950 to 652,350, the MDWO from 33,119 to 13,047 and the MDIQ from 9,462 to 3,728.

An updated Primary Quantity Exhibit reflecting the changes is attached.

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

WISCONSIN GAS LLC
"Shipper"

By: ________________________________
Title: ______________________________
Date: ______________________________

ANR PIPELINE COMPANY
"Transporter"

By: ________________________________
Title: Director, Commercial Services
Date: ______________________________
CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS LLC (Shipper)

Effective Start: April 01, 2014
Effective End: March 31, 2020

Annual Service
Ratched Service

MDQ
(Dth)
652350

Ratchet MDWQ/MDIQ

13047 11742 10438 9133 7828 3728 2982

MDQ (Dth)
Base Maximum Daily Withdrawal Quantity (BMDWQ) 13047
Base Maximum Daily Injection Quantity (BMDIQ) 3728
Cyclability 926337

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Note: BMDWQ and BMDIQ are stated without incorporating ratchets.