

**UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION**

Wisconsin Public Service Corporation)	
)	
v.)	Docket No. RP08- 000
)	
ANR Pipeline Company)	

**COMPLAINT REGARDING REDUCTION RIGHTS UNDER
ANR PIPELINE COMPANY TARIFF AND
REQUEST FOR EXPEDITED TREATMENT**

Pursuant to Rule 206 of the Federal Energy Regulatory Commission’s (“Commission’s”) Rules of Practice and Procedure, 18 C.F.R. § 385.206, Wisconsin Public Service Corporation (“WPSC”) hereby files this Complaint against ANR Pipeline Company (“ANR”). WPSC seeks an order from the Commission finding that ANR may not require WPSC to reduce the capacity under one particular transportation contract (Contract Number 104404) when it reduces certain transportation and storage entitlements under another contract (Contract 1600) as it is expressly permitted to do under Section 35.4 of ANR’s FERC Gas Tariff (“Tariff”).

WPSC seeks expedited treatment of its Complaint. WPSC is currently aligning its pipeline capacity needs in light of the construction schedule of Guardian Pipeline Company’s (“Guardian”) pipeline expansion to Green Bay, Wisconsin as well as the construction by WPSC of its related facilities. WPSC desires to meet all pertinent notification deadlines required by ANR’s Tariff in a smooth transition to additional services from Guardian. Expedited treatment of this Complaint will ensure that the rights of the parties are known in advance of the exercise of WPSC’s rights. This Complaint is

accompanied by the Affidavit of Ronald G. Mosnik ("Mosnik Aff."), attached hereto as Exhibit A. In support of this Complaint, WPSC asserts as follows:

I.
BACKGROUND

A. Wisconsin Public Service Corporation

As relevant here, Wisconsin Public Service Corporation is a local distribution company ("LDC") with its principal place of business in Green Bay, Wisconsin. WPSC provides gas service to customers in Northeastern Wisconsin communities and an adjacent part of Menominee County in the Upper Peninsula of Michigan. WPSC serves approximately 310,000 customers. WPSC has approximately 27 firm service agreements with ANR necessary to serve its load. ANR currently transports to WPSC's citygate more than 95% of the natural gas used by WPSC and its retail customers. Other than ANR, WPSC currently has no direct interconnection with any other interstate pipeline.

B. ANR Pipeline Company

ANR Pipeline Company is an interstate pipeline that transports and stores interstate natural gas supplies. ANR is a subsidiary of TransCanada Pipelines Limited. WPSC is a transportation and storage customer of ANR.

C. The Relevant Service Agreements

In 1999, after a long negotiation, WPSC and ANR reached agreement on the terms and conditions by which ANR would continue to serve the natural gas transportation and storage needs of WPSC and its customers after 2003, when WPSC's most recent transportation agreements expired. WPSC wanted to restructure its portfolio to ensure that it would have price certainty while at the same time be in a position to react favorably to the rapidly-changing natural gas markets. In this regard, on November 5,

1999, ANR and WPSC executed a Precedent Agreement which detailed the comprehensive portfolio of services that ANR would provide WPSC. The Precedent Agreement required WPSC and ANR to enter into amended and restated service agreements and new service agreements to effectuate the services at the rates agreed up by the parties. Services included numerous transportation and storage agreements. The arrangement reached between the parties was truly comprehensive. It extended the term of many of the agreements through 2010, provided rate certainty, while providing necessary flexibility for WPSC to meet the needs of its customers.

The new WPSC service agreements afforded WPSC a number of service enhancements. One of them, service reductions, is the subject of this Complaint. In these new service agreements, that were re-executed and filed with the Commission on June 4, 2001, WPSC had the unilateral option exercisable on 90 days written notice to reduce the quantities under certain service agreements. WPSC had the right to reduce up to an aggregate annual MDQ of 34,587 dth/d under "Specified Service Agreements." Specified Service Agreements are: (a) Contract 5500; (b) Contract 12000; (c) Contract 5450; (d) Contract 104403; (e) Contract 1600; and (f) Contract 104405. *See, e.g.*, June 2001 Contract 1600, Section 3.B.¹ In exercising these Reduction Rights, WPSC could not reduce the quantities in any year under any individual Specified Service Agreement by more than 15% of the MDQ under contract on March 31, 2004 and no more than 57% of the MDQ under contract on March 31, 2004. Any rights not exercised in one year could be carried forward in another year up to the aggregate 57% cap. *Id.*

¹ As will be described below, these Service Agreements were filed by ANR with the Commission on June 4, 2001 in Docket No. RP99-301-016. Copies of the service agreements applicable to this Complaint are attached as Exhibits 3 and 4 of the Affidavit of Ronald G. Mosnik attached to this Complaint as Exhibit A and are referred to as the June 2001 Contracts.

If Contracts 1600 or 104405 were reduced, service quantities under Contract 30800 would be proportionately reduced “so that storage service quantities, including storage capacity and deliverability quantities, and related transportation services quantities remain proportionately the same and so that FSS Seasonal and FSS Annual storage services quantities remain proportionally the same.” *See* Mosnik Aff. Exhibit 1, June 2001 Contract 1600, Section 3.B.2. In addition, under June 2001 Contract 5450, if Reduction Rights were exercised under the service, quantities under Contract 104404 would be proportionately reduced so that the service quantities under the two service agreements would be proportionately the same. *See*, Mosnik Aff., Exhibit 5, June 2001 Contract 5450, Section 3.B.2. In short, under the Reduction Rights specified in the Specified Service Agreements, reductions in Contract 1600 would result in a proportional reduction in FSS Contract 30800; a reduction in Contract 5450 would result in a proportional reduction in Contract 104404.

Service Agreement 30800 also contained a provision unrelated to reduction rights that would adjust the storage and transportation quantities under the contract to account for changes in ANR’s fuel rates. Specifically, Section 3E of Contract 30800 provided:

Shipper desires to maintain the MDQ delivered to the citygate from storage in the event of a change in Transporters Use %. Therefore, if “Transporter’s Use %” ... changes, then Transporter shall make changes to: (a) the MSQ, BMDWQ and BMIDQ of Shippers’ FSS Agreement; and (b) the MDQ associated with the injection route(s) of the transport agreement corresponding to such FSS Agreement. Shipper authorizes Transporter to make such quantity changes which will be set forth in formal amendment(s) and revised Exhibit(s) for each contract affected.

As noted above, on June 4, 2001, ANR filed all of the service agreements with the Commission. This filing consisted on 27 service agreements pursuant to Rate Schedules ETS, FTS-1, FSS and NNS.² Also included was a Buyout Agreement negotiated between the parties and a May 31, 2001 letter agreement. The filing was unopposed. Each of the Specified Service Agreements contained language allowing for the negotiated reduction rights.

For example, Section 3.B.2 of Contract 1600 dated June 1, 2001 provided:

If Reduction Rights are exercised under this Agreement or Agreement No.104405, service quantities under the FSS Agreement No. 30800, shall be proportionally reduced so that storage service quantities, including storage capacity and deliverability quantities, and related transportation services quantities remain proportionately the same and so that FSS Seasonal and FSS Annual storage services quantities remain proportionally the same.

Each of Contracts 104405 and 30800 contained mirror language. Section 3.B.2 of Contract 104404 dated June 1, 2001 contained the following language:

If reduction rights are exercised under Agreement No. 5450, then service quantity under this Agreement shall be proportionately reduced so that the service quantities under these two service agreements remain proportionately the same. This Agreement becomes effective April 1, 2003 and replaces Agreement No. 2430....

In its filing, ANR sought a determination that certain provisions were not material deviations from the *pro forma* service agreement contained in its Tariff. In an order issued July 3, 2001, the Commission accepted the service agreements but rejected a

² On April 1, 2001, WPSC acquired Wisconsin Fuel & Light Company ("WFL"). WPSC desired to enter into new service agreements with ANR for the WFL portfolio that matched as closely as possible those executed by WPSC in early 2000. Thus, the June 4, 2001 filing included the service agreements formerly held by WFL.

number of provisions as contrary to the Commission's negotiated rate policy.³ The Commission noted that certain provisions were "special" and required ANR to demonstrate within 20 days of the issuance of the order that "the service could not be provided under a generally applicable rate schedule developed consistent with other aspects of its Tariff."⁴ In the alternative, the Commission stated that ANR could file revised service agreements without the non-conforming provisions. Both ANR and WPSC sought rehearing.

In the meantime, in May 2002, ANR filed generally applicable Tariff language that gave certain types of customers' reduction rights similar to those granted under WPSC's Specified Service Agreements.⁵ One of the provisions filed by ANR, Section 35.4 of the General Terms and Conditions, represents the reduction rights afforded WPSC in its service agreements (which provisions were rejected by the Commission as impermissible deviations). This provision is described in Section D below. ANR also made a filing to include the provisions contained in Contract 30800 governing adjustments to MDQ to account for changes in fuel rates to allow shippers to maintain a consistent MDQ at the Citygate.⁶

In an order issued May 23, 2003, the Commission issued its order on rehearing and compliance filing.⁷ The Commission continued to disagree that the reduction rights afforded WPSC were consistent with the Commission's negotiated rate policies, again

³ *ANR Pipeline Company*, 96 FERC ¶ 61,017 (2001) ("July 3 Order").

⁴ July 3 Order at 3.

⁵ In addition to the reduction rights offered to WPSC, ANR offered reduction rights to certain industrial customers. The Commission had also rejected those agreements in 2001.

⁶ See Tenth Revised Sheet No. 69, Section 3.

⁷ *ANR Pipeline Company*, 103 FERC ¶ 61,223 (2003).

suggesting that if ANR wishes to provide reduction rights to a customer it make a Tariff filing and make the provision of this right generally applicable under its Tariff.

On October 24, 2003, the Commission issued another order on rehearing and clarification addressing the negotiated rates provisions in the ANR-WPSC service agreements.⁸ In its Order, the Commission ordered ANR to refile the numerous WPSC service agreements with revisions necessary to conform them to the holdings in the various orders. On November 2, 2004, ANR made its filing. The reduction rights afforded WPSC in the 2001 contracts were removed and replaced with statements that WPSC was qualified to make elections under Sections 35.2 and 35.4 of ANR's Tariff. Section 35.4 is nearly identical to the rights afforded WPSC under the June 2001 service agreements.⁹ The right to maintain the MDQ at the citygate by adjusting quantities in the FSS and injection route transportation contract is again, central to the rights afforded WPSC under the 2001 Service Agreement and is contained in the Form of Agreement for Rate Schedule FSS as well as in WPSC's 2004 Service Agreement 30800.

D. Reduction Rights Afforded Customers in ANR's Tariff

As noted above, in May 2002, ANR filed Tariff language that would give its customers the right to reduce capacity under certain circumstances. In an order issued June 13, 2002, the Commission accepted ANR's filing.¹⁰ The provisions filed by ANR are nearly identical to the provisions described above and contained in the Specified Service Agreements. As relevant here, section 35.4 of ANR's Tariff provided that a Shipper that: (1) is a local distribution company or municipality; (2) at least 95% of

⁸ *ANR Pipeline Company*, 105 FERC ¶ 61,112 (2003).

⁹ Copies of the relevant service agreements executed in 2004 are included in Mosnik Aff., Exhibits 1, 2.

¹⁰ *ANR Pipeline Company*, 99 FERC ¶ 61,310 (2002).

Shipper's citygate transportation service requirements are served by ANR at the time of execution of the service agreement; (3) the term of the service agreement was at least five years; and (4) no facilities were constructed by ANR to provide service, the cost of which have not been reimbursed, may include in its service agreements the reduction option.¹¹ In order to qualify for the reduction, Shipper must give ANR 90 days prior written notice.¹² Shipper may reduce its aggregate under all its service agreements provided that

Shipper may not reduce the Contract Quantities under any individual Service Agreement by more than fifteen percent (15%) and no more than fifty-seven percent (57%) over the term of the individual Service Agreement. If a Shipper does not exercise its right to reduce an individual Service Agreement by 15% in any year, any rights not exercised in that year may be carried forward to any one or more subsequent years, up to the 57% cap.¹³

With respect to proportional reduction rights, Section 35.4(d) provides:

[i]f Shipper has storage and related transportation contracts that contain reduction options under this Section 35.4, Contract Quantities under the storage and related firm transportation services shall be proportionately reduced so that storage service quantities, including storage capacity and deliverability quantities, and related transportations service quantities remain proportionately the same.

As is clear from a comparison of the language in the June 2001 Specified Service Agreements, the language in Section 35.4 is nearly identical to the June 2001 Service Agreements. For example, ANR retained the right to up to 15% annual reductions with an aggregate reduction of up to 57% and the provision that permitted amounts not reduced to be used in future years. In addition, ANR used identical language to determine which service agreements are "related" yet, because it was translated to a

¹¹ ANR Tariff, Second Revised Sheet No. 192D, Section 35.4(a).

¹² ANR Tariff, Second Revised Sheet No. 192D, Section 35.4(b).

¹³ ANR Tariff, Second Revised Sheet No. 192D, Section 35.4(c).

generally-applicable provision in its Tariff, removed the WPSC - specific service agreement numbers and references. When it removed the service agreement references, ANR created ambiguity in the provision. Finally, the provisions regarding reduction rights contained in Section 35.4 are and remain separate from the other provision governing adjustments in MDQ to account for changes in Transportation Use % so that MDQ at the citygate remains constantly provided for in the Form of Service Agreement for Rate Schedule FSS and WPSC's 2004 Service Agreements.

E. WPSC's Attempts to Exercise Reduction Rights

In November 17, 2004, WPSC and other local distribution companies in Wisconsin issued a request for proposals ("RFP") seeking additional firm transportation capacity into Wisconsin. As a result of a lengthy competitive bidding process in which a number of pipelines participated, WPSC and We Energies selected Guardian's proposal to construct, own and operate an additional 110 miles of new mainline from Guardian's current mainline terminus at Ixonia, Wisconsin to Green Bay, Wisconsin. WPSC executed a Precedent Agreement with Guardian and will be an FT-2 shipper with a Maximum Daily Quantity of 205,245 Dth/d for a term of 15 years with certain Ramp Down Rights. The Guardian facilities are expected to be placed in service on November 1, 2008. Guardian's certificate application is currently pending before the Commission in Docket No. CP07-8.

In anticipation of acquiring for the first time access to more than one pipeline to the citygate, WPSC has been planning for the arrival of Guardian and focusing on the rearrangements of its ANR capacity portfolio. It has also had discussions with ANR.

On August 3, 2007, WPSC notified ANR at a meeting held at WPSC's offices in Green Bay, Wisconsin, that it desired to reduce its MDQ under a number of service

agreements, two of which are at issue here – Contracts 1600 and 30800.¹⁴ Contract 30800 is a storage agreement and Contract 1600 is a transportation agreement that brings gas from ANR’s storage to the WPSC citygate. WPSC’s intended reductions meet the total MDQ reduction percentages and comply with Section 35.4 of ANR’s Tariff.

In response to WPSC’s request, ANR responded in a letter dated September 10, 2007 that in addition to reducing quantities on Contract 1600, any reduction in Contract 30800 would also have to be accompanied by a reduction in Contract 104404, an FTS-1 Service agreement with a designated receipt point at ANR’s Southwest Headstation and a Delivery Point at ANR Storage.¹⁵ WPSC needs to retain the total contract quantity under Contract 104404 and disagrees with ANR that reduction of that service agreement is required by Section 35.4. As will be shown below, WPSC has the Tariff right, similar to that afforded it in its 2001 Specified Service Agreements, to reduce the quantities in Contracts 1600 and 30800. WPSC is not required to simultaneously reduce the capacity under Contract 104404. As is clear from the 2001 Specified Service Agreements, Contract 104404 is not “related” to 30800, but is related to Contract 5450 for purposes of exercising reduction rights. The Commission should, therefore, grant WPSC’s complaint and order ANR to allow the contract reductions as requested by WPSC.

II. ARGUMENT

Section 35.4 of the General Terms and Conditions of ANR’s Tariff expressly provides that WPSC may reduce its contract quantities. WPSC seeks to reduce quantities under a number of service agreements, including Contract 1600 and a proportional reduction of 30800. ANR’s insistence that the Tariff would also require reduction of

¹⁴ See Mosnik Aff.

¹⁵ See Mosnik Aff. at 7.

Contract 104404 is plainly inconsistent with the plain meaning of the Tariff and with the specific intent of the parties when the service agreements were executed in June 2001 and re-executed in 2004.

A. The Tariff Permits WPSC to Reduce Quantities in Contract 1600 and a Proportional Reduction of Contract 30800

WPSC seeks to reduce contract quantities under certain transportation and storage agreements in order to align its portfolio on ANR so that it can accommodate deliveries from Guardian once Guardian's expansion facilities being constructed to serve WPSC are constructed and placed in service. WPSC meets the Tariff criteria for reducing Contracts 1600 and 30800 proportionally without having to also reduce Contract 104404, which WPSC still requires to meet the delivery obligations of its customers.

As noted above, a shipper may exercise reduction rights under ANR Tariff Section 35.4 if it: (1) is a local distribution company or municipality; (2) at least 95% of Shipper's citygate transportation service requirements are served by ANR at the time of execution of the service agreement; (3) the term of the service agreement was at least five years; and (4) no facilities were constructed by ANR to provide service, the cost of which have not been reimbursed, may include in its service agreements the reduction option.¹⁶ WPSC meets these criteria. It is an LDC, at the time of execution of the service agreements, at least 95% of its citygate transportation service agreements were served by ANR. The term of the service agreements were nearly 10 years from initial execution and no facilities were constructed by ANR to provide the Service the costs of which have not been reimbursed.

¹⁶ ANR Tariff, Second Revised Sheet No. 192D, Section 35.4(a).

In addition, consistent with Section 35.4(b), its aggregate reductions, including those not used in prior years, will be less than the 57% required by the Tariff. The subject of this dispute centers around WPSC's desire to reduce Contract 1600, WPSC's transportation agreement from storage to WPSC's citygate and proportionally reduce Contract 30800, WPSC's FSS (storage) agreement. When WPSC sought to reduce Contract 1600, it noted the need to proportionately reduce the "related" storage Contract 30800. ANR replied to WPSC that in addition to reducing contract quantities on Contract 30800, WPSC must also reduce quantities on Contract 104404. ANR's position is inconsistent with 35.4(d). Section 35.4(d) provides:

[i]f Shipper has storage and related transportation contracts that contain reduction options under this Section 35.4, Contract Quantities under the storage and related firm transportation services shall be proportionately reduced so that storage service quantities, including storage capacity and deliverability quantities, and related transportations service quantities remain proportionately the same.

WPSC's desire to reduce Contract 1600 and proportionately reduce Contract 30800 is consistent with this language. Contract 1600 is a transportation contract and Contract 30800 is the related agreement that must be proportionately reduced.¹⁷ Under WPSC's reduction request, storage service quantities, including storage capacity and deliverability quantities and the related transportation service quantities will be proportionally the same.

Plainly, this language does not say that in order to reduce one transportation contract, a Shipper must reduce all storage and transportation contracts, it only requires reduction of the contract that is "related." ANR apparently relies on the language in the

¹⁷ See Mosnik Aff., Exh. 3 & 4.

Form of Agreement to Rate Schedule FSS to attempt to link Contract 104404 to Contract 30800 under Section 35.4. There simply in no link.

Section 3 of the Form of Service Agreement for Rate Schedule FSS provides:

Shipper desires to maintain the MDQ delivered to the citygate from Storage in the event of a change in Transporter's Use %. Therefore, subject to available capacity, if Transporter's Use %...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.

Section 3 of the FSS Form of Agreement is an automatic provision that adjusts as ANR's fuel use changes. Any adjustments to a firm transportation contract are made to "the MDQ of the injection route(s) of a firm transport agreement(s) associated with such FSS Agreement.

In contrast, Section 35.4 requires the Shipper to make an election, and the "Contract quantities under the storage and related transportation services shall be proportionally reduced." WPSC's request as proposed must be permitted. However, if the Commission reads ambiguity in the Tariff, extrinsic evidence – the service agreements executed in June 2001 clearly show that Contracts 1600 and 30800 are related and Contracts 104404 and 5450 are related.¹⁸ These relationships are clearly separate and apart from any automatic contract adjustments resulting from changes in Transporter's Use %.

¹⁸ See *Id.*

B. The Precedent Agreement and Prior-Executed Service Agreements Show the Express Intent of the Parties to Tie Contracts 1600 and 30800

While WPSC believes that the Tariff permits WPSC to reduce Contract 1600 with the obligation to reduce proportionally only Contract 30800, any ambiguity in the Tariff language is easily resolved by review of the WPSC Specified Service Agreements. WPSC's service agreements formed the foundation for the language filed by ANR in May 2002 implementing Section 35.4. Thus, consideration of this extrinsic evidence indicates the clear intent of the parties to tie Contracts 1600 and 30800 and tie Contracts 104404 and 5450 for purposes of any exercised contract reductions during the term of the service agreements.

As the Commission has held on numerous occasions, when a Tariff is "reasonably susceptible to different constructions or interpretations" the commission may look to extrinsic evidence to assist in understanding the intent of a provision.¹⁹ In *Mid-continent Area Power Pool*, the Commission stated:

[e]xtrinsic evidence...is admissible to ascertain the intent of the parties when that intent has been imperfectly expressed in ambiguous contract language...

In this case, examination of the service agreements filed with the Commission on June 4, 2001 show the clear intent of both ANR and WPSC to tie Contracts 1600 and 30800 and tie Contracts 104404 and 5450.

In the Specified Service Agreements filed on June 4, 2001 the reduction rights are specified. In Contract 1600, Section 3.B.2 provided:

If Reduction Rights are exercised under this Agreement or Agreement No.104405, service quantities

¹⁹ See, *New York Independent System Operator, Inc. v. Astoria Energy, LLC* 118 FERC ¶ 61,216 (2007); *Mid-Continent Area Power Pool*, 92 FERC ¶ 61,229 at 61,755 (2000).

under the FSS Agreement No. 30800, shall be proportionally reduced so that storage service quantities, including storage capacity and deliverability quantities, and related transportation services quantities remain proportionately the same and so that FSS Seasonal and FSS Annual storage services quantities remain proportionally the same.

Similarly, Contract 30800 provided in Section 3.B.2:

If reduction rights are exercised under Agreement No. 1600 or Agreement No. 104405, service quantities under this Agreement, shall be proportionally reduced so that storage service quantities, including storage capacity and deliverability quantities, and related transportation services quantities remain proportionately the same and so that FSS Seasonal and FSS Annual storage services quantities remain proportionally the same.

In contrast, Section 3.B.2 of Contract 104404 provided:

If reduction rights are exercised under Agreement No. 5450, then service quantity under this Agreement shall be proportionately reduced so that the service quantities under these two service agreements remain proportionately the same. This Agreement becomes effective April 1, 2003 and replaces Agreement No.2430.

Contract 5450 contained mirror language to Contract 104404. In short, it is clear that WPSC is correct in seeking to reduce Contract 1600 and implementing a proportional reduction only to storage Contract 30800.

Importantly, not only were the reduction rights described above included in the 2001 Service Agreements, so was the storage adjustment provision that now resides in Section 3 of the FSS Form of Service Agreement and in WPSC's 2004 Contract 30800. So, in the 2001 Service Agreements, WPSC had reduction rights that linked reductions in Contract 1600 to reductions in Contract 30800, and reductions in Contract 5450 to reductions in Contract 104404, *and* ANR also afforded WPSC the MDQ Adjustment

provisions to account for increases or decreases in Transporter's Use %. All of these provisions became generally applicable in ANR's Tariff. This evidence clearly shows which contracts are related and which are automatically adjusted to account for increases or decreases in full rate. There is simply no link between the two provisions.

C. WPSC Requires Contract 104404 to Provide Service to Its Customers

While WPSC will contract with Guardian for transportation capacity, WPSC still remains a large customer of ANR. WPSC needs Contract 104404 to meet its obligations.²⁰ For example, in addition to Contract 30800, WPSC has a second storage contract, Contract 106324. This service agreement was used formerly by WFL and was transitioned to WPSC when WPSC acquired WFL. WPSC uses Contract 104404 to transport gas for injection under Contract 106324. Without use of 104404 the other main injection path to inject gas under Contract 106324 is via Contract 106322, which has a primary receipt point at the WPSC citygate and a primary delivery point at ANR storage. This configuration incurs additional commodity charges to bring gas to the citygate and then back to storage. Thus, Contract 104404 continues to serve a vital role in WPSC's capacity needs.

D. The Commission has Primary Jurisdiction to Handle This Dispute

The Commission has primary jurisdiction to rule on this dispute. While the Commission may, under certain circumstances defer contract-related matters to state courts, under the *Arkla* precedent²¹, the Commission must assert jurisdiction over this matter. In *Arkla*, the Commission has articulated a three part test for determining when a

²⁰ See Mosnik Affidavit at 7.

²¹ *Arkansas Louisiana Gas Company*, 7 FERC ¶ 61,175, *reh'g denied*, 8 FERC ¶ 61,031 (1979) ("Arkla").

matter is within its jurisdiction or when a matter is better handled by a court. In *Arkla*, the Commission stated:

Whether the Commission should assert jurisdiction over contractual issues otherwise litigable in state courts depends, we think on three factors. Those factors are: (1) whether the Commission possesses some special expertise which makes the case peculiarly appropriate for Commission decision; (2) whether there is a need for uniformity of interpretation of the type of question raised in the dispute; and (3) whether the case is important in relation to the regulatory responsibilities of the Commission.

Arkla, 7 FERC at 61,322. In this case, the three prong *Arkla* test is met. First, the Commission possesses special expertise which makes it appropriate to address the issues raised here. The dispute centers around the interpretation of Section 35.4 of the ANR Tariff – a provision that allows an eligible shipper on the pipeline to reduce its service quantities when certain criteria are met. The Commission initially rejected the subject language when it was in the WPSC Specified Service Agreements filed with the Commission on June 4, 2001 and the Commission approved ANR's filing to add Section 35.4 to its Tariff.

In addition, uniformity of result is important here. This provision applies to other customers because it is a generally applicable term and condition of the ANR Tariff. The findings of the Commission in this case will affect all other customers seeking to invoke Section 35.4. Finally, WPSC's rights to reduce its contract quantities and under what terms is a fundamental matter for the Commission which is charged with ensuring that the pipelines provide open access non-discriminatory transportation service to customers. When an LDC such as WPSC, which has never had direct access to a pipeline other than ANR, has taken the significant step of participating in a pipeline expansion and

obligating itself to new services, it is critical that the Commission ensure that the ANR Tariff is applied in accordance with its intent and in a fair and reasonable manner. In sum, the *Arkla* standards have been met.

III. OTHER INFORMATION REQUIRED BY COMMISSION RULES

Pursuant to Rule 206, WPSC states:

1. As set forth in this Complaint, ANR has violated its Tariff by requiring WPSC to reduce its contract capacity on Contract 104404 in addition to proposed reductions to Contracts 1600 and 30800.
2. Commission action is required because ANR is requiring a proportional reduction in Contract 104404 to reflect requested contract reductions under Contracts 1600 and 30800. A reduction of capacity under Contract 104404 would harm WPSC, which needs this transportation capacity in Contract 104404 to meet its customers' needs. Quantifying the financial harm is difficult because it is the service that is required in order to meet WPSC's transportation needs.
3. There are no other Complaints or other proceedings pending before the Commission involving this issue.
4. WPSC has not availed itself of the Enforcement Hotline but WPSC has attempted to work out a resolution with ANR, so far to no avail.
5. WPSC is not opposed to utilizing alternative dispute resolution.
6. Correspondence and communications with regard to this Complaint should be directed to the following:

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7. Fast track processing of this Complaint is required and supported by good cause and the public interest because WPSC must exercise its Tariff reduction rights to correspond with its capacity requirements on Guardian. Guardian is scheduled to commence service on November 1, 2008. WPSC intends to right size its portfolio on ANR and upstream pipelines so that the capacity it retains to its citygate is sufficient, yet

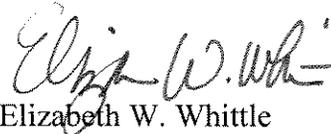
not excess, to its needs. Timing is of the essence and requires prompt Commission action. WPSC must make its elections to reduce capacity by December 31, 2007.

IV. CONCLUSION

WPSC has shown that in order to reduce capacity under Contract 1600 it must reduce entitlements under its storage-related Contract 30800. However, WPSC is not required to also reduce capacity under Contract 14404 – it is not a “related” contract under either the provisions of ANR’s Tariff or the 2001 Specified Service Agreements. The Commission should order ANR to allow WPSC to exercise the rights it has been afforded under the ANR Tariff to reduce Contract 1600 and its related storage agreement 30800 and not be forced to reduce Contract 104404. Expedition is critical so that the parties understand their rights and so that WPSC can reduce its entitlements in an orderly fashion.

WHEREFORE, WPSC respectfully requests that its Complaint be granted as indicated above on an expedited basis.

Respectfully submitted,



Elizabeth W. Whittle
Counsel to
Wisconsin Public Service Corporation

Dated: November 7, 2007

EXHIBIT A

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**AFFIDAVIT OF RONALD G. MOSNIK
ON BEHALF OF
WISCONSIN PUBLIC SERVICE CORPORATION**

Q. Please state your name and business address.

A. My name is Ronald G. Mosnik and I am the Director, Gas Supply at Wisconsin Public Service Corporation. My business address is Integrys Energy Group, Inc., 700 North Adams Street, Green Bay, Wisconsin 54307-9001.

Q. On whose behalf are you submitting this affidavit?

A. I am submitting this affidavit on behalf of Wisconsin Public Service Corporation.

Q. Please briefly state your professional experience.

A. I am a licensed Professional Engineer in the State of Wisconsin. I have been employed by Wisconsin Public Service Corporation since September of 1980 in Gas Distribution Operations, Gas Engineering and currently in the Gas Supply Department. I have been engaged in various aspects of the utility gas operations

and engineering functions including field and staff gas distribution system engineering, and managing Gas Meter Shop and After Hours Emergency Center operations. Currently my responsibilities include strategic and operational planning, acquisition, and management of gas supplies and pipeline transportation and storage services for Wisconsin Public Service Corporation.

Q. What is the purpose of your affidavit?

A. The purpose of my affidavit is to describe the discussions and correspondence that have transpired between Wisconsin Public Service Corporation (“WPSC”) and ANR Pipeline Company (“ANR”) governing WPSC’s intent to reduce its capacity under one of its approximately twenty-seven firm service agreements with ANR: Contract 1600. WPSC intends to reduce its contract quantities under a number of service agreements on ANR to re-align its transportation and service entitlements so that WPSC can commence deliveries of gas on Guardian Pipeline, once Guardian’s expansion to Green Bay is complete. WPSC has faced an issue with respect to its attempts to reduce capacity under Contract 1600 as will be described in more detail below.

Q. Please describe the Transportation and Storage arrangements WPSC has on ANR.

A. WPSC has executed approximately 27 firm service agreements with ANR. At the current time, ANR supplies more than 95% of the transportation and storage needs of WPSC and its customers. Services provided by ANR include, but are

not limited to transportation, storage, and no-notice services. On June 1, 2001, ANR filed all of WPSC's service agreements with the Commission. As a result of a number of Commission orders, ANR was required to re-state and re-file WPSC's Service Agreements, which it did on November 2, 2004.

Q. Please briefly describe WPSC's plans to re-align its capacity.

A. WPSC notified ANR that, pursuant to Section 35.4 of the General Terms and Conditions of ANR's FERC Gas Tariff, it desired to reduce contract quantities under certain of its contracts where it was afforded rights to do so in the service agreements. One of the contracts for which it seeks to reduce contract capacity is Contract 1600 – a contract with a receipt point at ANR's storage facilities and a delivery point at the WPSC citygate. Contract 1600 is attached to my Affidavit as Exhibit 1. Under Section 35.4 of ANR's Tariff, in order to reduce the contract capacity under Contract 1600, it must reduce entitlements under the "related" storage arrangement. Thus, WPSC understood that if it reduces capacity under Contract 1600 it must also reduce entitlements under Contract 30800 – its Rate Schedule FSS storage contract. ANR has taken the position that in addition to reducing capacity under Contract 30800, WPSC must also reduce capacity under Contract 104404. A copy of Contracts 30800 and 104404 are attached to my Affidavit as Exhibit 2.

Q. How did you know that reductions in capacity of Contract 1600 would result in a proportional reduction in Contract 30800?

A. In 2001, WPSC executed service agreements with ANR which were filed with the Commission as negotiated rates agreements. "Specified Service Agreements" contained provisions permitting reduction rights. Specified Service Agreements were: (a) Contract 5500; (b) Contract 12000; (c) Contract 5450; (d) Contract 104403; (e) Contract 1600; and (f) Contract 104405. In an order issued on July 3, 2001, the Commission rejected the provisions that permitted reduction rights, noting that if ANR wanted to offer those rights it must do so in its Tariff. The language in Section 35.4 is nearly identical to the provisions contained in the 2001 Specified Service Agreements, although the references to specific service agreements numbers have been removed to make the provision generally applicable to other customers of ANR who may qualify.

Q. What were the reduction rights specified in the June 2001 Contract 1600?

A. Contract 1600 dated June 1, 2001 provided:

"If Reduction Rights are exercised under this Agreement or Agreement No. 104405, service quantities under the FSS Agreement No. 30800, shall be proportionally reduced so that storage service quantities, including storage capacity and deliverability quantities, and related transportation service quantities remain proportionately the same and so that FSS Seasonal and FSS Annual storage services quantities remain proportionally the same." A copy of this June 2001 Contract 1600 and June 2001 Contract 30800 are attached to my affidavit as Exhibit 3.

Q. Did Contract 104404 contain similar language?

A. Yes. Contract 104404 dated June 1, 2001 provided:

If reduction rights are exercised under Agreement No. 5450, then service quantity under this Agreement shall be proportionately reduced so that the service quantities under these two service agreements remain proportionately the same.

A copy of 2001 Contracts 5450 and 104404 are attached to my Affidavit as Exhibit 4.

Q. When did WPSC communicate to ANR its plans for upcoming modifications to its ANR Gas Transportation Portfolio?

A. On August 3, 2007, I met with ANR representatives Bruce Hopper and Ken Garman at WPSC's offices in Green Bay, Wisconsin, to review WPSC's portfolio of gas transportation contracts and to communicate WPSC's plans to extend, reduce, and not extend certain ANR gas transportation contracts. I indicated that WPSC intended to reduce ANR Contract 1600 and Contract 38000 under Section 35.4 of ANR's FERC Gas Tariff. I indicated that WPSC intended to retain and extend a number of ANR Contracts including Contract 5450 and Contract 104404. Neither Mr. Hopper nor Mr. Garman expressed any concerns with the planned modifications to WPSC's ANR Portfolio at the time of the meeting.

Q. Did ANR notify WPSC that it also needed to reduce ANR Contract 104404 if WPSC reduced ANR Contract 1600 and Contract 30800?

A. I received a phone call from Mr. Ken Garman during the week following our meeting in which Mr. Garman told me that WPSC was required to reduce Contract 104404 if it reduced Contract 1600 and Contract 30800. Mr. Garman indicated that Contract 104404 was related to Contract 30800, and under the ANR

FERC Tariff, must also be reduced. I told Mr. Garman that WPSC believed that Contract 104404 and Contract 1600 were not related and that language in a 1999 precedent agreement and in several June 2001 Specified Service Agreements between WPSC and ANR clearly indicated the Contract 1600 and Contract 104405 were related to Contract 30800 for reduction right purposes. Further, Contract 5450 was related to Contract 104404 for reduction rights purposes. I told Mr. Garman that WPSC believed that when the above referenced contracts were re-stated in November 2004, language specific to WPSC's contracts, including which contracts were related with respect to reduction rights, was removed, but that the intent of the specific language in the June 2001 contracts still remained.

Q. Did ANR change its position concerning the need for WPSC to reduce Contract 104404 after the phone conversation?

A. No, they did not. Mr. Garman indicated to me that ANR would send WPSC a letter stating that Contract 104404 must be reduced if WPSC reduced Contract 1600 and 30800. I asked Mr. Garman to include in their letter the basis for their decision requiring WPSC to reduce Contract 104404.

Q. Did WPSC receive a letter from ANR concerning the need for WPSC to reduce Contract 104404?

A. Yes, WPSC received a letter from ANR (TransCanada) dated September 10, 2007 denying WPSC desire to retain the full MDQ on Contract 104404 while reducing Contract 1600 and Contract 30800 under Section 35.4 of ANR's FERC

Tariff. ANR has not indicated to me that they plan to change their position on this mater. A copy of ANR's correspondence is attached to my Affidavit as Exhibit 5.

Q. ANR states in its September 10 Letter in support of its position that reduction of Contract 104404 is required because Contract 104404 is the contract that is the subject of adjustment when ANR Transporter Use % rates change. Is ANR correct in its interpretation?

A. No. The same reduction provision referenced in Section 3 of the Form of FSS Service Agreement and contained in WPSC's current Contract 30800 was included in the June 2001 Contract 30800. Section 3 of the FSS Agreement allows Shippers to maintain constant MDQ delivery rights at the citygate. In order to accomplish this consistent delivery MDQ, pursuant to Section 3 of Contract 30800, ANR automatically adjusts the MDQ "associated with the injection route(s) of the transport agreement corresponding to such FSS Agreement." Thus, what was "related" for purposes of reduction rights bears no relationship to the adjustments (which can be increases or decreases in MDQ) associated with changes in ANR's fuel rates. WPSC had the right to reduce quantities under what is now Section 3.4 *and* the ability to have ANR automatically adjust its MDQ to account for changes in fuel rates so that its MDQ at its citygate remains constant.

Q. Does WPSC need Contract 104404 to meet its obligation?

A. Yes it does. In addition to Contract 30800, WPSC has a second storage contract, Contract 106324. This service agreement was used formerly by Wisconsin Fuel & Light Company ("WFL") and was transitioned to WPSC when WPSC acquired

WFL. WPSC uses Contract 104404 to transport gas for injection under Contract 106324. Without use of 104404 the other main contract path to inject gas under Contract 106324 is via Contract 106322, which has a primary receipt point at the WPSC citygate and a primary delivery point at ANR storage. This configuration incurs additional commodity charges to bring gas to the citygate and then back to storage. Thus, Contract 104404 continues to serve a vital role in WPSC's capacity needs.

Q. Does this conclude your Affidavit?

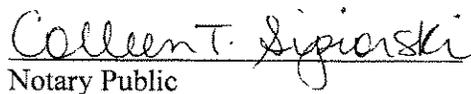
A. Yes, it does.

Further affiant sayeth not.

Ronald G. Mosnik, being first duly sworn, deposes and says that the foregoing Affidavit is true and correct to the best of his knowledge, information and belief.


Ronald G. Mosnik

Sworn to before me
This 7th day of November, 2007


Notary Public

My commission expires: May 31, 2009

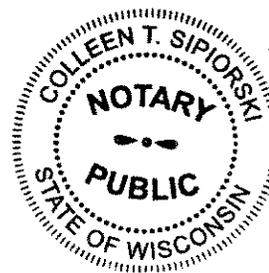


EXHIBIT 1

Date: October 6, 2004

**Contract No.: 1600
Amendment No. 16**

ETS SERVICE AGREEMENT

This AMENDED AND RESTATED AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and WISCONSIN PUBLIC SERVICE CORPORATION (Shipper) effective November 1, 2004. The provisions contained in this AMENDED AND RESTATED AGREEMENT represent the Agreement between the parties in its entirety and supercedes any prior agreements associated with services provided hereunder including the agreement with the same contract number dated June 1, 2001.

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 except as modified herein, 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.

**UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION**

ANR Pipeline Company)

Docket Nos. RP99-301-____
GT01-25-____

NOTICE OF COMPLIANCE FILING

()

Take notice that, on November 2, 2004, ANR Pipeline Company ("ANR") submitted a compliance filing pursuant to the Commission's Order on Rehearing and Clarification in Docket Nos. RP99-301-079 and GT01-25-005, *ANR Pipeline Company*, 105 FERC ¶ 61,112 (2003).

ANR states that copies of the filing were served on parties on the official service list in the above-captioned proceeding.

Any person desiring to protest this filing must file in accordance with Rule 211 of the Commission's Rules of Practice and Procedure (18 CFR 385.211). Protests to this filing will be considered by the Commission in determining the appropriate action to be taken, but will not serve to make protestants parties to the proceeding. Such protests must be filed in accordance with the provisions of Section 154.210 of the Commission's regulations (18 CFR 154.210). Anyone filing a protest must serve a copy of that document on all the parties to the proceeding.

The Commission encourages electronic submission of protests in lieu of paper using the "eFiling" link at <http://www.ferc.gov>. Persons unable to file electronically should submit an original and 14 copies of the protest to the Federal Energy Regulatory Commission, 888 First Street, N.E., Washington, D.C. 20426.

This filing is accessible on-line at <http://www.ferc.gov>, using the "eLibrary" link and is available for review in the Commission's Public Reference Room in Washington, D.C. There is an "eSubscription" link on the web site that enables subscribers to receive email notification when a document is added to a subscribed docket(s). For assistance with any FERC Online service, please email FERCOnlineSupport@ferc.gov, or call (866) 208-3676 (toll free). For TTY, call (202) 502-8659.

Magalie R. Salas

Secretary

Date: October 6, 2004

**Contract No.: 1600
Amendment No. 16**

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 FERC Gas Tariff changes, Transporter shall make corresponding changes to: (a) the MSQ, Base MDWQ and Base MDIQ of Shipper's FSS Agreement; and (b) the MDQ associated with the injection route(s) of the transport agreement corresponding to 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.

4. TERM OF AGREEMENT:

November 1, 2004 to

March 31, 2010

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:

Except as modified in this Agreement, 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.

Date: October 6, 2004

**Contract No.: 1600
Amendment No. 16**

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_{sm}. 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, Texas 77002
Attentions: TRANSPORTATION SERVICES

SHIPPER:

WISCONSIN PUBLIC SERVICE CORPORATION
700 N ADAMS ST
P.O. BOX 19002
GREEN BAY, WI 54307-9002
Attention: RON MOSNIK

Telephone: 920-433-1325
Fax: 920-430-6806

INVOICES AND STATEMENTS:

WISCONSIN PUBLIC SERVICE CORPORATION
700 N ADAMS ST
P.O. BOX 19002
GREEN BAY, WI 54307-9002
Attention: ACCOUNTS PAYABLE, NNS

Telephone: 920-433-1530
Fax: 920-433-1436

Date: October 6, 2004

**Contract No.: 1600
Amendment No. 16**

8. FURTHER AGREEMENT:

- A. Notwithstanding anything to the contrary in Section 5, Transportation under this agreement for the period of November 1, 2004 to March 31, 2010 for Transportation Service under this Agreement, Shipper will be charged a Base Tariff Reservation Rate ("Monthly Reservation Charge") equal to \$4.5665. In addition, Shipper will be charged a Commodity Charge equal to \$0.0075. The Monthly Reservation Charge and Commodity Charge shall herein be referred to as "Effective Rates." Shipper shall not be responsible for GRI surcharges, unless and to the extent that Transporter is required to collect and/or remit such charges to GRI.
- B. In addition to the Effective Rates stated in Paragraph 8.A above, Shipper will pay the ACA charge at the rate approved by the FERC. The ACA surcharge is herein referred to as "Current Surcharge".
- C. Except as specifically provided herein, beginning June 1, 2001, Shipper shall not pay any surcharges in excess of the Current Surcharge, or any new surcharges not in effect as of November 5, 1999 ("Additional Surcharges"). If Transporter is required by FERC or any other regulatory body to impose such Additional Surcharges on Shipper, Transporter agrees that it will adjust, upward or downward, the applicable Monthly Reservation Charges under this Agreement and/or Agreement Nos. 5450, 5500, 12000, 30800, 99515, 100327, 104403, 104404 and 104405 to assure that the parties remain Revenue Neutral. Revenue Neutral means that, for the applicable month, taking into account permanent assignments made and reductions undertaken pursuant to Sections 35.3 and 35.4 of Transporter's FERC Gas Tariff, the total amount paid to Transporter in that month is the same as would have been paid to Transporter for services actually provided under this Agreement and Agreement Nos. 5450, 5500, 12000, 30800, 99515, 100327, 104403, 104404 and 104405 based on the applicable Effective Rates with no Additional Surcharges being imposed. Transporter will calculate, and Shipper shall verify using actual monthly data, the positive or negative difference calculated on a monthly basis between the amounts charged and the amount required to be charged so that each party will remain Revenue Neutral. Transporter will reflect such net differences in billing statements to Shipper as soon as reasonably practical. By December 1 and May 1 of each year, any net differential outstanding, derived by netting the monthly positive and negative differences, not yet reflected in billing statements to Shipper for the previous five (5) month or seven (7) month periods, as applicable, will be applied as either a credit or a debit to the succeeding month's (January or June, as applicable) invoice. Notwithstanding the foregoing, Transporter may be entitled to collect from Shipper surcharges that Transporter is required by FERC or any other regulatory body to impose on Shipper and other similarly situated shippers when monies collected are remitted to a

Date: October 6, 2004

**Contract No.: 1600
Amendment No. 16**

governmental authority ("Governmental Authority Surcharge") only as described in Paragraph 8.C.1 below.

- C.1 Transporter shall be entitled to collect from Shipper Governmental Authority Surcharges only if such surcharge is mandated by FERC or other regulatory body to be recovered from Shipper and similarly situated shippers on a uniform basis applied to all interstate natural gas pipelines and is required to be remitted to a governmental authority or third party. Such surcharge shall not be paid if it is associated with Transporter's costs of providing transportation, storage and no-notice services pursuant to all underlying service agreements. By way of example, the ACA surcharge would constitute such a surcharge. Again by way of example, because collection is not mandated by the FERC, GRI surcharges do not constitute, as of November 5, 1999, Governmental Authority Surcharges. 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 relationship to costs paid by Transporter for services on other pipeline systems are not Governmental Authority Surcharges.
- D. For all transportation service under this Agreement, Shipper and any Replacement Shipper(s) shall have the right to utilize any Secondary Receipt Points and Secondary Delivery Points at the applicable Effective Rates, plus any incremental zone charges at applicable FERC Gas Tariff rates.
- E. Except as provided in Paragraphs 8.B, 8.C, and 8.C.1, these rates shall remain fixed during the term of this Agreement and will not be subject to change or modification in a rate case filed pursuant to Section 4 of the Natural Gas Act.
- F. Transporter hereby waives Section 22.2 of its FERC Gas Tariff and grants Shipper the right of first refusal as provided in Section 22.
- G. Shipper shall be entitled to elect reduction options under 35.3 (Regulatory Unbundling Order) and 35.4 (Sole Supply Customer) of Transporter's Tariff.
- H. Shipper's existing gates and all new Shipper gates will be operated as a single Delivery Point under all applicable ETS service agreements, which is known and referred to in this Agreement as WPSC Group 1 ("WPSC Group 1"), unless Transporter is physically or operationally unable to do so because one of the following occurs: (a) a new third party pipeline is constructed that interconnects with Shipper's system or a third party pipeline that interconnects with Shipper's system is expanded and, as a result, there are significant verifiable changes from historical patterns in flow into Shipper's system; or (b) a significant load increase (i.e., a 200 MW net electric or larger power generating facility

Date: October 6, 2004

**Contract No.: 1600
Amendment No. 16**

commences commercial operation) at a Shipper gate station that results in a verifiable significant change in the flow pattern on Transporter's system.

- H.1 If either item (a) or (b) of Paragraph 8.H occurs, only the affected Gate Station may be deleted from WPSC Group 1. In the event any Gate Station is disaggregated from WPSC Group 1, Shipper shall have the right, at its election and selection and subject to the availability of capacity at a Gate Station, to prorate the Delivery Point MDQs under its service agreements, including the NNS agreement between WPSC Group 1 and any such disaggregated Gate Station.
- H.2 Planned load changes of up to 300 MW net electric generation at DePere Energy Center and the installation of up to 100 MW net electric generation facility at West Marinette shall not justify removal of a Gate Station from WPSC Group 1 as provided for in Paragraph 8.H.1.
- H.3 Load changes at Gate Stations that result from flows from the joint Wisconsin Public Service Corporation/Wisconsin Electric - Gas Operations pipeline that went into service in December, 1998, which interconnects Great Lakes Gas Transmission Limited Partnership's system at Duck Creek with Shipper's system at Conover, shall not justify removal of a Gate Station from WPSC Group 1 as provided for in Paragraph 8.H.1.
- I. Transporter may, in its sole discretion, after consultation with Shipper, file this Agreement with FERC if such filing is required by applicable FERC regulations, in which event the Agreement shall be subject to FERC approval.
- J. If Shipper desires to increase its contract quantities prior to expiration of this Agreement, Shipper shall request such increased service from Transporter pursuant to its tariff. If capacity is available and construction of facilities is not required Transporter agrees that the rate for the Primary Route from ANRPL Storage Facilities to WPSC – Group 1 and any secondary routes within the zones traversed shall be the lesser of a Monthly Reservation Rate of \$4.5665 per dth and a Commodity Rate of \$0.0075 per dth or Transporter's maximum tariff rates. All surcharges will be applicable pursuant to the provisions in Sections 8.B, 8.C and 8.C.1.

The term for such increased service shall be at Shipper's election:(a) five (5) years; or (b) co-terminus with term of the service agreement for the service shipper has elected to increase.

Date: October 6, 2004

**Contract No.: 1600
Amendment No. 16**

- K. If fuel charges are applicable pursuant to the provisions of Transporter's FERC Gas Tariff, services provided under this Agreement shall be subject to applicable Transporter's Use % retentions as specified and in effect from time to time in Transporter's FERC Gas Tariff.
- L. Consistent with FERC's regulations and the terms and conditions of Transporter's FERC Gas Tariff, Transporter shall consent to a permanent release of capacity under this Agreement, without further liability to Shipper, to other entities that meet Transporter's creditworthiness standards at the Effective Rates specified in this Agreement, including the surcharge adjustments described in Paragraphs 8.B, 8.C. and 8.C.1
- L.1 Notwithstanding the provisions of Paragraph 8.L above, Transporter agrees not to seek reimbursement from Shipper in the event of a payment default by a Replacement Shipper if the following conditions are met: (a) the release is non-recallable and for a term of one (1) year or more; (b) the Replacement Shipper meets Transporter's then-current creditworthiness standards, applied on a non-discriminatory basis considering the overall term and quantity being released; and (c) Shipper agrees to assign to Transporter all of its contractual rights to seek collection of the unpaid charges from the Replacement Shipper. With regard to Paragraph 8.L.1(b) above, it is recognized by Shipper that, under Section 18.5 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter is not obligated to commence new service unless a shipper demonstrates creditworthiness in light of, among other things, prudent credit analysis of information available.

Date: October 6, 2004

Contract No.: 1600
Amendment No. 16

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 PUBLIC SERVICE CORPORATION

BY: *[Signature]*

Title: Asst VP Oper & Eng

Date: 10/28/04

TRANSPORTER: ANR PIPELINE COMPANY

By: *[Signature]*

Title: Director, -Transportation Services

Date: 10/29/04

*SMD
pk 10/29*

PRIMARY ROUTE EXHIBIT**To Agreement Between****ANR PIPELINE COMPANY (Transporter)****AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)**

Contract No: 1600

Rate Schedule: ETS

Contract Date: Oct 15, 1993

Amendment Date: Nov 01, 2004

Receipt Number Name	Delivery Number Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: Nov 01, 2000	139258 WPSC - GROUP 1 TO: Mar 31, 2010	0	174324	0
139258 WPSC - GROUP 1 FROM: Apr 01, 2000	153808 ANRPL STORAGE FACILITIES TO: Oct 31, 2000	0	0	31063
153808 ANRPL STORAGE FACILITIES FROM: Nov 01, 1999	139258 WPSC - GROUP 1 TO: Mar 31, 2000	0	148941	0
139258 WPSC - GROUP 1 FROM: Apr 01, 1999	153808 ANRPL STORAGE FACILITIES TO: Oct 31, 1999	0	0	43538
153808 ANRPL STORAGE FACILITIES FROM: Nov 01, 1998	139258 WPSC - GROUP 1 TO: Mar 31, 1999	0	148120	0
139258 WPSC - GROUP 1 FROM: Apr 01, 1998	153808 ANRPL STORAGE FACILITIES TO: Oct 31, 1998	0	0	43388
153808 ANRPL STORAGE FACILITIES FROM: Nov 01, 1997	139258 WPSC - GROUP 1 TO: Mar 31, 1998	0	148120	0
139258 WPSC - GROUP 1 FROM: Jun 01, 1997	153808 ANRPL STORAGE FACILITIES TO: Oct 31, 1997	0	0	43575

PRIMARY ROUTE EXHIBIT**To Agreement Between****ANR PIPELINE COMPANY (Transporter)****AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)**

Contract No: 1600

Rate Schedule: ETS

Contract Date: Oct 15, 1993

Amendment Date: Nov 01, 2004

Receipt Number Name	Delivery Number Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
139258 WPSC - GROUP 1 FROM: May 01, 1997	153808 ANRPL STORAGE FACILITIES TO: May 31, 1997	0	0	43575
153808 ANRPL STORAGE FACILITIES FROM: May 01, 1997	139258 WPSC - GROUP 1 TO: May 31, 1997	0	148120	0
139258 WPSC - GROUP 1 FROM: Apr 01, 1997	153808 ANRPL STORAGE FACILITIES TO: Apr 30, 1997	0	0	20040
153808 ANRPL STORAGE FACILITIES FROM: Nov 01, 1996	139258 WPSC - GROUP 1 TO: Apr 30, 1997	0	68120	0
139258 WPSC - GROUP 1 FROM: Nov 01, 1996	153808 ANRPL STORAGE FACILITIES TO: Mar 31, 1997	0	0	20020
139258 WPSC - GROUP 1 FROM: Apr 01, 1996	153808 ANRPL STORAGE FACILITIES TO: Oct 31, 1996	0	0	14558
139379 WPSC - GROUP 2 FROM: Apr 01, 1996	153808 ANRPL STORAGE FACILITIES TO: Oct 31, 1996	0	0	5462
153808 ANRPL STORAGE FACILITIES FROM: Jan 01, 1996	139379 WPSC - GROUP 2 TO: Oct 31, 1996	0	18570	0

PRIMARY ROUTE EXHIBIT

To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)

Contract No: 1600
Rate Schedule: ETS
Contract Date: Oct 15,1993
Amendment Date: Nov 01, 2004

Receipt Number Name	Delivery Number Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
139379 WPSC - GROUP 2 FROM: Jan 01, 1996	153808 ANRPL STORAGE FACILITIES TO: Mar 31, 1996	0	0	5451
139379 WPSC - GROUP 2 FROM: Nov 01, 1994	153808 ANRPL STORAGE FACILITIES TO: Dec 31, 1995	0	0	5441
153808 ANRPL STORAGE FACILITIES FROM: Nov 01, 1994	139379 WPSC - GROUP 2 TO: Dec 31, 1995	0	18560	0
153808 ANRPL STORAGE FACILITIES FROM: Apr 01, 1994	139258 WPSC - GROUP 1 TO: Oct 31, 1996	0	49550	0
139258 WPSC - GROUP 1 FROM: Apr 01, 1994	153808 ANRPL STORAGE FACILITIES TO: Mar 31, 1996	0	0	14528
139379 WPSC - GROUP 2 FROM: Apr 01, 1994	153808 ANRPL STORAGE FACILITIES TO: Oct 31, 1994	0	0	5308
153808 ANRPL STORAGE FACILITIES FROM: Apr 01, 1994	139379 WPSC - GROUP 2 TO: Oct 31, 1994	0	18105	0
139388 WPSC - GROUP 3 FROM: Nov 01, 1993	153808 ANRPL STORAGE FACILITIES TO: Dec 31, 1995	0	0	10

PRIMARY ROUTE EXHIBIT

**To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)**

Contract No: 1600
Rate Schedule: ETS
Contract Date: Oct 15, 1993
Amendment Date: Nov 01, 2004

Receipt Number Name	Delivery Number Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: Nov 01, 1993	139388 WPSC - GROUP 3 TO: Dec 31, 1995	0	10	0
139258 WPSC - GROUP 1 FROM: Nov 01, 1993	153808 ANRPL STORAGE FACILITIES TO: Mar 31, 1994	0	0	14449
139379 WPSC - GROUP 2 FROM: Nov 01, 1993	153808 ANRPL STORAGE FACILITIES TO: Mar 31, 1994	0	0	5076
153808 ANRPL STORAGE FACILITIES FROM: Nov 01, 1993	139258 WPSC - GROUP 1 TO: Mar 31, 1994	0	49182	0
153808 ANRPL STORAGE FACILITIES FROM: Nov 01, 1993	139379 WPSC - GROUP 2 TO: Mar 31, 1994	0	17280	0

EXHIBIT 2

Date: October 6, 2004

**Contract No.: 5450
Amendment No.: 4**

ETS SERVICE AGREEMENT

This AMENDED AND RESTATED AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and WISCONSIN PUBLIC SERVICE CORPORATION (Shipper) effective November 1, 2004. The provisions contained in this AMENDED AND RESTATED AGREEMENT represent the Agreement between the parties in its entirety and supercedes any prior agreements associated with services provided hereunder including the agreement with the same contract number dated June 1, 2001.

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 except as modified herein, 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:

November 1, 2004 to

March 31, 2010

Date: October 6, 2004

Contract No.: 5450

Amendment No.: 4

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:

Except as modified in this Agreement, 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, Texas 77002
Attention: Transportation Services

Date: October 6, 2004

**Contract No.: 5450
Amendment No.: 4**

WISCONSIN PUBLIC SERVICE CORPORATION
700 N ADAMS ST
P.O. BOX 19002
GREEN BAY, WI 54307-9002
Attention: RON MOSNIK

Telephone: 920-433-1325
Fax: 920-430-6806

INVOICES AND STATEMENTS:

WISCONSIN PUBLIC SERVICE CORPORATION
700 N ADAMS ST
P.O. BOX 19002
GREEN BAY, WI 54307-9002
Attention: ACCOUNTS PAYABLE, SEASONAL 1

Telephone: 920-433-1530
Fax: 920-433-1436

8. FURTHER AGREEMENT:

- A. Notwithstanding anything to the contrary in Section 5, Transportation under this agreement for the period of November 1, 2004 to March 31, 2010 for Transportation Service under this Agreement, Shipper will be charged a Base Tariff Reservation Rate ("Monthly Reservation Charge") equal to \$9.8580. In addition, Shipper will be charged a Commodity Charge equal to \$0.0160. The Monthly Reservation Charge and Commodity Charge shall herein be referred to as "Effective Rates." Shipper shall not be responsible for GRI surcharges, unless and to the extent that Transporter is required to collect and/or remit such charges to GRI.
- B. In addition to the Effective Rates stated in Paragraph 8.A above, Shipper will pay the ACA charge at the rate approved by the FERC. The ACA surcharge is herein referred to as "Current Surcharge".

Date: October 6, 2004

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C. Except as specifically provided herein, beginning June 1, 2001, Shipper shall not pay any surcharges in excess of the Current Surcharge, or any new surcharges not in effect as of November 5, 1999 ("Additional Surcharges"). If Transporter is required by FERC or any other regulatory body to impose such Additional Surcharges on Shipper, Transporter agrees that it will adjust, upward or downward, the applicable Monthly Reservation Charges under this Agreement and/or Agreement Nos. 1600, 5500, 12000, 30800, 99515, 100327, 104403, 104404 and 104405 to assure that the parties remain Revenue Neutral. Revenue Neutral means that, for the applicable month, taking in to account permanent assignments made and reductions undertaken pursuant to sections 35.3 and 35.4 of Transporter's FERC Gas Tariff, the total amount paid to Transporter in that month is the same as would have been paid to Transporter for services actually provided under this Agreement and Agreement Nos. 1600, 5500, 12000, 30800, 99515, 100327, 104403, 104404 and 104405 based on the applicable Effective Rates with no Additional Surcharges being imposed. Transporter will calculate, and Shipper shall verify using actual monthly data, the positive or negative difference calculated on a monthly basis between the amounts charged and the amount required to be charged so that each party will remain Revenue Neutral. Transporter will reflect such net differences in billing statements to Shipper as soon as reasonably practical. By December 1 and May 1 of each year, any net differential outstanding, derived by netting the monthly positive and negative differences, not yet reflected in billing statements to Shipper for the previous five (5) month or seven (7) month periods, as applicable, will be applied as either a credit or a debit to the succeeding month's (January or June, as applicable) invoice. Notwithstanding the foregoing, Transporter may be entitled to collect from Shipper surcharges that Transporter is required by FERC or any other regulatory body to impose on Shipper and other similarly situated shippers when monies collected are remitted to a governmental authority ("Governmental Authority Surcharge") only as described in Paragraph 8.C.1 below.

C.1 Transporter shall be entitled to collect from Shipper Governmental Authority Surcharges only if such surcharge is mandated by FERC or other regulatory body to be recovered from Shipper and similarly situated shippers on a uniform basis applied to all interstate natural gas pipelines and is required to be remitted to a governmental authority or third party. Such surcharge shall not be paid if it is associated with Transporter's costs of providing transportation, storage and no-notice services pursuant to all underlying service agreements. By way of example, the ACA surcharge would constitute such a surcharge. Again by way of example, because collection is not mandated by the FERC, GRI surcharges do not constitute, as of November 5, 1999, Governmental Authority Surcharges. 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

Date: October 6, 2004

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facilities, etc. and/or that have any relationship to costs paid by Transporter for services on other pipeline systems are not Governmental Authority Surcharges.

- D. For all transportation service under this Agreement, Shipper and any Replacement Shipper(s) shall have the right to utilize any Secondary Receipt Points and Secondary Delivery Points at the applicable Effective Rates, plus any incremental zone charges at applicable FERC Gas Tariff rates.
- E. Except as provided in Paragraphs 8.B, 8.C and 8.C.1, these rates shall remain fixed during the term of this Agreement and will not be subject to change or modification in a rate case filed pursuant to Section 4 of the Natural Gas Act.
- F. ANR hereby waives Section 22.2 of its FERC Gas Tariff and grants Shipper the right of first refusal as provided in Section 22.
- G. Shipper shall be entitled to elect reduction options under 35.3 (Regulatory Unbundling Order) and 35.4 (Sole Supply Customer) of Transporter's Tariff.
- H. Shipper's existing gates and all new Shipper gates will be operated as a single Delivery Point under all applicable ETS service agreements, which is known and referred to in this Agreement as WPSC Group 1 ("WPSC Group 1"), unless Transporter is physically or operationally unable to do so because one of the following occurs: (a) a new third party pipeline is constructed that interconnects with Shipper's system or a third party pipeline that interconnects with Shipper's system is expanded and, as a result, there are significant verifiable changes from historical patterns in flow into Shipper's system; or (b) a significant load increase (i.e., a 200 MW net electric or larger power generating facility commences commercial operation) at a Shipper gate station that results in a verifiable significant change in the flow pattern on Transporter's system.
- H.1 If either item (a) or (b) of Paragraph 8.H occurs, only the affected Gate Station may be deleted from WPSC Group 1. In the event any Gate Station is disaggregated from WPSC Group 1, Shipper shall have the right, at its election and selection and subject to the availability of capacity at a Gate Station, to prorate the Delivery Point MDQs under its service agreements, including the NNS agreement between WPSC Group 1 and any such disaggregated Gate Station.
- H.2 Planned load changes of up to 300 MW net electric generation at DePere Energy Center and the installation of up to 100 MW net electric generation facility at

Date: October 6, 2004

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West Marinette shall not justify removal of a Gate Station from WPSC Group 1 as provided for in Paragraph 8.H.1.

- H.3 Load changes at Gate Stations that result from flows from the joint Wisconsin Public Service Corporation/Wisconsin Electric - Gas Operations pipeline that went into service in December, 1998, which interconnects Great Lakes Gas Transmission Limited Partnership's system at Duck Creek with Shipper's system at Conover, shall not justify removal of a Gate Station from WPSC Group 1 as provided for in Paragraph 8.H.1.
- I. Transporter may, in its sole discretion, after consultation with Shipper, file this Agreement with FERC if such filing is required by applicable FERC regulations, in which event the Agreement shall be subject to FERC approval.
- J. If Shipper desires to increase its contract quantities prior to expiration of this Agreement, Shipper shall request such increased service from Transporter pursuant to its tariff. If capacity is available and construction of facilities is not required Transporter agrees that the rate for the Primary Route from S W Headstation to WPSC - Group 1 and any secondary routes within the zones traversed shall be the lesser of a Monthly Reservation Rate of \$9.8580 per dth and a Commodity Rate of \$0.0160 per dth or Transporter's maximum tariff rates. All surcharges will be applicable pursuant to the provisions in Sections 8.B, 8.C and 8.C.1.

The term for such increased service shall be at Shipper's election:(a) five (5) years; or (b) co-terminus with term of the service agreement for the service shipper has elected to increase.

- K. If fuel charges are applicable pursuant to the provisions of Transporter's FERC Gas Tariff, services provided under this Agreement shall be subject to applicable Transporter's Use % retentions as specified and in effect from time to time in Transporter's FERC Gas Tariff.
- L. Consistent with FERC's regulations and the terms and conditions of Transporter's FERC Gas Tariff, Transporter shall consent to a permanent release of capacity under this Agreement, without further liability to Shipper, to other entities that meet Transporter's creditworthiness standards at the Effective Rates specified in this Agreement, including the surcharge adjustments described in Paragraphs 8.B, 8.C. and 8.C.1
- L.1 Notwithstanding the provisions of Paragraph 8.L above, Transporter agrees not to seek reimbursement from Shipper in the event of a payment default by a Replacement Shipper if the following conditions are met: (a)

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the release is non-recallable and for a term of one (1) year or more; (b) the Replacement Shipper meets Transporter's then-current creditworthiness standards, applied on a non-discriminatory basis considering the overall term and quantity being released; and (c) Shipper agrees to assign to Transporter all of its contractual rights to seek collection of the unpaid charges from the Replacement Shipper. With regard to Paragraph 8.L.1(b) above, it is recognized by Shipper that, under Section 18.5 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter is not obligated to commence new service unless a shipper demonstrates creditworthiness in light of, among other things, prudent credit analysis of information available.

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 PUBLIC SERVICE CORPORATION

By: *C. [Signature]*
Title: Asst VP Oper. & Eng.
Date: 10/28/04

TRANSPORTER: ANR PIPELINE COMPANY

By: *Joseph E. Pollard*
Title: Director, Transportation Services
Date: 10/29/04

per 10/29/04

PRIMARY ROUTE EXHIBIT

**To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)**

**Contract No: 5450
Rate Schedule: ETS
Contract Date: Mar 24, 1997
Amendment Date: Nov 01, 2004**

Receipt Number Name	Delivery Number Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
103702 S W HEADSTATION FROM: Jun 01, 2001	139258 WPSC - GROUP 1 TO: Mar 31, 2010	0	59073	0
103702 S W HEADSTATION FROM: Nov 01, 2000	139258 WPSC - GROUP 1 TO: May 31, 2001	0	59073	0
103702 S W HEADSTATION FROM: May 01, 1997	139258 WPSC - GROUP 1 TO: Oct 31, 2000	0	39949	29235

Date: October 6, 2004

**Contract No.: 5500
Amendment No. 10**

ETS SERVICE AGREEMENT

This AMENDED AND RESTATED AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and WISCONSIN PUBLIC SERVICE CORPORATION (Shipper) effective November 1, 2004. The provisions contained in this AMENDED AND RESTATED AGREEMENT represent the Agreement between the parties in its entirety and supercedes any prior agreements associated with services provided hereunder, including the agreement with the same contract number dated June 1, 2001.

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 except as modified herein, 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:**

November 1, 2004 to

October 31, 2010

Date: October 6, 2004

Contract No.: 30800

Amendment No.: 20

FSS SERVICE AGREEMENT

This AMENDED AND RESTATED AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and WISCONSIN PUBLIC SERVICE CORPORATION (Shipper) effective November 1, 2004. The provisions contained in this AMENDED AND RESTATED AGREEMENT represent the Agreement between the parties in its entirety and supercedes any prior agreements associated with services provided hereunder, including the agreement with the same contract number dated June 1, 2001.

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)**

Not Applicable.

2. RATE SCHEDULE: Firm Storage Service (FSS)

3. CONTRACT QUANTITIES:

Contract Quantity- 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 FERC Gas Tariff changes, Transporter shall make corresponding changes to: (a) the MSQ, Base MDWQ and Base MDIQ of Shipper's FSS Agreement; and (b) the MDQ associated with the injection route(s) of the transport agreement corresponding to 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.

PRIMARY ROUTE EXHIBIT

**To Agreement Between
 ANR PIPELINE COMPANY (Transporter)
 AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)**

Contract No: 12000
 Rate Schedule: FTS-1
 Contract Date: Mar 24, 1997
 Amendment Date: Nov 01, 2004

Receipt Number Name	Delivery Number Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
28873 MARSHFIELD/VIKING INT FROM: Nov 01, 1993	11703 MENOMINEE NO 2 TO: Apr 30, 1997	518	0	0
28873 MARSHFIELD/VIKING INT FROM: Nov 01, 1993	28795 SOUTH STEVENS POINT TO: Aug 31, 1996	500	0	0

Date: October 6, 2004

Contract No.: 30800
Amendment No.: 20

4. TERM OF AGREEMENT:

November 1, 2004 to
March 31, 2010

5. RATES:

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter has advised Shipper in writing or by GEMS_{tm} that it has agreed otherwise.

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:

Except as modified in this Agreement, 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_{tm}. Shipper and Transporter may change the addresses below by written notice to the other without the necessity of amending this Agreement:

October 6, 2004

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TRANSPORTER:

ANR PIPELINE COMPANY
1001 Louisiana
Houston, Texas 77002
Attentions: TRANSPORTATION SERVICES

SHIPPER:

WISCONSIN PUBLIC SERVICE CORPORATION
700 N ADAMS ST
P.O. BOX 19002
GREEN BAY, WI 54307-9002
Attention: RON MOSNIK

Telephone: 920-433-1325
Fax: 920-430-6806

INVOICES AND STATEMENTS:

WISCONSIN PUBLIC SERVICE CORPORATION
700 N ADAMS ST
P.O. BOX 19002
GREEN BAY, WI 54307-9002
Attention: ACCOUNTS PAYABLE, STORAGE

Telephone: 920-433-2929
Fax: 920-433-1436

October 6, 2004

Contract No.: 30800
Amendment No.: 20

8. FURTHER AGREEMENT:

8.A For the period from November 1, 2004 through March 31, 2010, the rates for the total volume of the Annual Ratcheted portion of this Agreement shall be as follows:

For an MDWQ of 59,964 dth -	Deliverability Charge:	\$1.8397 per month
For an MSQ of 2,998,200 dth -	Capacity Charge:	\$0.3200 per month

For the period from November 1, 2004 through March 31, 2010, the rates for the total volume of the Seasonal Ratcheted portion of this Agreement shall be as follows:

For an MDWQ of 123,748 dth -	Deliverability Charge:	\$1.6320 per month
For an MSQ of 6,187,400 dth -	Capacity Charge:	\$0.3200 per month

8.A.1 In addition to the charges outlined in Paragraph 8.A above, Shipper will also be charged a Commodity Rate for injection and withdrawals equal to \$0.0126. The Deliverability Charge, Capacity Charge and Commodity Charge shall be herein referred to as "Effective Rates."

8.A.2 The Overrun Rate for all quantities of gas associated with this Agreement will be as stated in Transporter's FERC Gas Tariff, Section 3.5 of Rate Schedule FSS. For purposes of determining the Overrun Rate, the Deliverability Reservation Rate and the Capacity Reservation Rate will be as stated for Seasonal/Ratcheted service.

8.A.3 The quantities associated with any release will be charged the average rate for the Deliverability Charge and Capacity Charge of Annual Ratcheted and Seasonal Ratcheted Services for the applicable period as follows:

For the period November 1, 2004 through March 31, 2010:

Average Deliverability Rate	=	\$1.6998
Average Capacity Rate	=	\$0.3200

The average rates stated above shall be adjusted as a result of any MDQ or MSQ increase or decrease as provided for in this Agreement.

October 6, 2004

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- 8.A.4 Shipper shall not pay any surcharges not in effect as of November 5, 1999 ("Additional Surcharges"). Notwithstanding the foregoing, if Transporter is required by FERC or any other regulatory body to impose any "Additional Surcharges" on Shipper, Transporter agrees that it will adjust, upward or downward, the applicable Monthly Reservation Charges under this Agreement and/or Agreement Nos. 1600, 5450, 5500, 12000, 99515, 100327, 104403, 104404 and 104405 to assure that the parties remain Revenue Neutral. Revenue Neutral means that, for the applicable month, taking into account permanent assignments made and reductions undertaken pursuant to Sections 35.3 and 35.4 of Transporter's FERC Gas Tariff, the total amount paid to Transporter in that month is the same as would have been paid to Transporter for services actually provided under this Agreement and Agreement Nos. 1600, 5450, 5500, 12000, 99515, 100327, 104403, 104404 and 104405 based on the applicable Effective Rates with no Additional Surcharges being imposed. Transporter will calculate, and Shipper shall verify using actual monthly data, the positive or negative difference calculated on a monthly basis between the amounts charged and the amount required to be charged so that each party will remain Revenue Neutral. Transporter will reflect such net differences in billing statements to Shipper as soon as reasonably practical. By December 1 and May 1 of each year, any net differential outstanding, derived by netting the monthly positive and negative differences, not yet reflected in billing statements to Shipper for the previous five (5) month or seven (7) month periods, as applicable, will be applied as either a credit or a debit to the succeeding month's (January or June, as applicable) invoice. Notwithstanding the foregoing, Transporter may be entitled to collect from Shipper surcharges that Transporter is required by FERC or any other regulatory body to impose on Shipper and other similarly situated shippers when monies collected are remitted to a governmental authority ("Governmental Authority Surcharge") only as described in Paragraph 8.A.5 below.
- 8.A.5 Transporter shall be entitled to collect from Shipper Governmental Authority Surcharges only if such surcharge is mandated by FERC or other regulatory body to be recovered from Shipper and similarly situated shippers on a uniform basis applied to all interstate natural gas pipelines and is required to be remitted to a governmental authority or third party. Such surcharge shall not be paid if it is associated with Transporter's costs of providing transportation, storage and no-notice services pursuant to all underlying service agreements. By way of example, the ACA surcharge would constitute such a surcharge. Again by way of example, because collection is not mandated by the FERC, GRI surcharges do not constitute, as of November 5, 1999, Governmental Authority Surcharges. New surcharges that are specific to Transporter's system and/or that have any

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relationship to the costs of operating Transporter's pipeline system, storage facilities, etc. and/or that have any relationship to costs paid by Transporter for services on other pipeline systems are not Governmental Authority Surcharges.

- 8.B Except as provided in Paragraphs 8.A.4 and 8.A.5 above, these rates shall remain fixed during the term of this Agreement and will not be subject to change or modification in a rate case filed pursuant to Section 4 of the Natural Gas Act.
- 8.C Shipper shall be entitled to elect reduction options under Sections 35.3 (Regulatory Unbundling) and 35.4 (Sole Supply Customer) of Transporter's FERC Gas Tariff.
- 8.D If fuel charges are applicable pursuant to the provisions of Transporter's FERC Gas Tariff, services provided under this Agreement shall be subject to applicable Transporter's Use % retentions as specified and in effect from time to time in Transporter's FERC Gas Tariff.
- 8.E Transporter hereby waives Section 22.2 of its FERC Gas Tariff and grants Shipper the right of first refusal as provided in Section 22.
- 8.F Transporter may, in its sole discretion, after consultation with Shipper, file this Agreement with FERC if such filing is required by applicable FERC regulations, in which event the Agreement shall be subject to FERC approval.
- 8.G If Shipper desires to increase its contract quantities prior to the expiration of this Agreement, Shipper shall request such increased service from Transporter pursuant to its FERC Gas Tariff. If capacity is available and construction of facilities is not required, Transporter agrees that the rate for such increased quantity shall be the lesser of the rates set forth in 8.A.1 – 8.A.3 above or Transporter's maximum tariff rates. All surcharges will be applicable pursuant to the provisions in Sections 8.A.4 and 8.A.5.
- The term for such increased service shall be at Shipper's election:(a) five (5) years; or (b) co-terminus with term of the service agreement for the service that Shipper has elected to increase.
- 8.H Consistent with FERC's regulations and the terms and conditions of Transporter's FERC Gas Tariff, Transporter shall consent to a permanent release of capacity under this Agreement, without further liability to Shipper, to other entities that meet Transporter's creditworthiness standards at the Effective Rates

October 6, 2004

Contract No.: 30800
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specified in this Agreement, including the surcharge adjustments described in Paragraphs 8.A.4 and 8.A.5.

8.H.1 Notwithstanding the provisions of Paragraph 8.H above, Transporter agrees not to seek reimbursement from Shipper in the event of a payment default by a Replacement Shipper if the following conditions are met: (a) the release is non-recallable and for a term of one (1) year or more; (b) the Replacement Shipper meets Transporter's then-current creditworthiness standards, applied on a non-discriminatory basis considering the overall term and quantity being released; and (c) Shipper agrees to assign to Transporter all of its contractual rights to seek collection of the unpaid charges from the Replacement Shipper. With regard to Paragraph 8.H.1(b) above, it is recognized by Shipper that, under Section 18.5 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter is not obligated to commence new service unless a shipper demonstrates creditworthiness in light of, among other things, prudent credit analysis of information available.

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 PUBLIC SERVICE CORPORATION

By: *[Signature]*
Title: Asst VP Oper. & Env.
Date: 10/27/04

TRANSPORTER: ANR PIPELINE COMPANY

By: *[Signature]*
Title: Director, Transportation Services
Date: 10/29/04

[Handwritten initials]
[Handwritten date] 10/29

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)

Contract No: 30800
 Rate Schedule: FSS
 Contract Date: Oct 15, 1993
 Amendment Date: Nov 01, 2004

Effective Start: November 01, 2009
 Effective End: March 31, 2010

Annual Service
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	9185600
Base Maximum Daily Withdrawal Quantity (BMDWQ)	183712
Base Maximum Daily Injection Quantity (BMDIQ)	17133
Cyclability	10444844

Ratchet Thresholds		Ratchet	Ratchet
From	To	Levels	MDWQ/MDIQ
1837121	- 9185600	W1 MDWQ_1	183712
1377841	- 1837120	W2 MDWQ_2	165341
918561	- 1377840	W3 MDWQ_3	146970
459281	- 918560	W4 MDWQ_4	128598
0	- 459280	W5 MDWQ_5	110227
0	- 8885780	I1 MDIQ_1	17133
8885781	- 9185600	I2 MDIQ_2	13706

W=Withdrawal ;I=Injection

CONTRACT QUANTITY EXHIBIT

To Agreement Between

ANR PIPELINE COMPANY (Transporter)

AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)

Contract No: 30800

Rate Schedule: FSS

Contract Date: October 15, 1993

Amendment Date: Nov 01, 2004

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

Effective Start: April 01, 2009

Effective End: October 31, 2009

Annual Service

Ratcheted Service

	MDQ
	(Dth)
Maximum Storage Quantity (MSQ)	9185600
Base Maximum Daily Withdrawal Quantity (BMDWQ)	59964
Base Maximum Daily Injection Quantity (BMDIQ)	52490
Cyclability	10444844

<u>Ratchet</u> <u>Thresholds</u>		<u>Ratchet</u>		<u>Ratchet</u>
<u>From</u>	<u>To</u>		<u>Levels</u>	<u>MDWO/MDIQ</u>
599641	- 9185600	W1	MDWQ_1	59964
449731	- 599640	W2	MDWQ_2	53968
299821	- 449730	W3	MDWQ_3	47971
149911	- 299820	W4	MDWQ_4	41975
0	- 149910	W5	MDWQ_5	35978
0	- 8267040	I1	MDIQ_1	52490
8267041	- 9185600	I2	MDIQ_2	41992

W=Withdrawal ;I=Injection

CONTRACT QUANTITY EXHIBIT

To Agreement Between

ANR PIPELINE COMPANY (Transporter)

AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)

Contract No: 30800

Rate Schedule: FSS

Contract Date: October 15, 1993

Amendment Date: Nov 01, 2004

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

Effective Start: November 01, 2008

Effective End: March 31, 2009

Annual Service

Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	9185600
Base Maximum Daily Withdrawal Quantity (BMDWQ)	183712
Base Maximum Daily Injection Quantity (BMDIQ)	17133
Cyclability	10444844

Ratchet Thresholds		Ratchet		Ratchet
From	To	Levels		<u>MDWQ/MDIQ</u>
1837121	- 9185600	W1	MDWQ_1	183712
1377841	- 1837120	W2	MDWQ_2	165341
918561	- 1377840	W3	MDWQ_3	146970
459281	- 918560	W4	MDWQ_4	128598
0	- 459280	W5	MDWQ_5	110227
0	- 8885780	I1	MDIQ_1	17133
8885781	- 9185600	I2	MDIQ_2	13706

W=Withdrawal ;I=Injection

CONTRACT QUANTITY EXHIBIT

**To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)**

**Contract No: 30800
Rate Schedule: FSS
Contract Date: October 15, 1993
Amendment Date: Nov 01, 2004**

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.
Effective Start: April 01, 2008
Effective End: October 31, 2008

Annual Service
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	9185600
Base Maximum Daily Withdrawal Quantity (BMDWQ)	59964
Base Maximum Daily Injection Quantity (BMDIQ)	52490
Cyclability	10444844

<u>Ratchet Thresholds</u>		<u>Ratchet Levels</u>		<u>Ratchet</u>
<u>From</u>	<u>To</u>			<u>MDWQ/MDIQ</u>
599641	- 9185600	W1	MDWQ_1	59964
449731	- 599640	W2	MDWQ_2	53968
299821	- 449730	W3	MDWQ_3	47971
149911	- 299820	W4	MDWQ_4	41975
0	- 149910	W5	MDWQ_5	35978
0	- 8267040	I1	MDIQ_1	52490
8267041	- 9185600	I2	MDIQ_2	41992

W=Withdrawal ;I=Injection

CONTRACT QUANTITY EXHIBIT

**To Agreement Between
 ANR PIPELINE COMPANY (Transporter)
 AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)**

**Contract No: 30800
 Rate Schedule: FSS
 Contract Date: October 15, 1993
 Amendment Date: Nov 01, 2004**

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.
 Effective Start: November 01, 2007
 Effective End: March 31, 2008

Annual Service
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	9185600
Base Maximum Daily Withdrawal Quantity (BMDWQ)	183712
Base Maximum Daily Injection Quantity (BMDIQ)	17133
Cyclability	10444844

Ratchet Thresholds		Ratchet	Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
1837121	- 9185600	W1	MDWQ_1 183712
1377841	- 1837120	W2	MDWQ_2 165341
918561	- 1377840	W3	MDWQ_3 146970
459281	- 918560	W4	MDWQ_4 128598
0	- 459280	W5	MDWQ_5 110227
0	- 8885780	I1	MDIQ_1 17133
8885781	- 9185600	I2	MDIQ_2 13706

W=Withdrawal ;I=Injection

CONTRACT QUANTITY EXHIBIT

To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)

Contract No: 30800
 Rate Schedule: FSS
 Contract Date: October 15, 1993
 Amendment Date: Nov 01, 2004

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.
 Effective Start: April 01, 2007
 Effective End: October 31, 2007

Annual Service
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	9185600
Base Maximum Daily Withdrawal Quantity (BMDWQ)	59964
Base Maximum Daily Injection Quantity (BMDIQ)	52490
Cyclability	10444844

Ratchet Thresholds			Ratchet Levels	Ratchet MDWQ/MDIQ
<u>From</u>	<u>To</u>			
599641	- 9185600	W1	MDWQ_1	59964
449731	- 599640	W2	MDWQ_2	53968
299821	- 449730	W3	MDWQ_3	47971
149911	- 299820	W4	MDWQ_4	41975
0	- 149910	W5	MDWQ_5	35978
0	- 8267040	I1	MDIQ_1	52490
8267041	- 9185600	I2	MDIQ_2	41992

W=Withdrawal ;I=Injection

CONTRACT QUANTITY EXHIBIT

To Agreement Between

ANR PIPELINE COMPANY (Transporter)

AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)

Contract No: 30800

Rate Schedule: FSS

Contract Date: October 15, 1993

Amendment Date: Nov 01, 2004

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

Effective Start: April 01, 2006

Effective End: October 31, 2006

Annual Service

Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	9185600
Base Maximum Daily Withdrawal Quantity (BMDWQ)	59964
Base Maximum Daily Injection Quantity (BMDIQ)	52490
Cyclability	10444844

Ratchet Thresholds			Ratchet Levels	Ratchet MDWQ/MDIQ
From	To			
599641	- 9185600	W1	MDWQ_1	59964
449731	- 599640	W2	MDWQ_2	53968
299821	- 449730	W3	MDWQ_3	47971
149911	- 299820	W4	MDWQ_4	41975
0	- 149910	W5	MDWQ_5	35978
0	- 8267040	I1	MDIQ_1	52490
8267041	- 9185600	I2	MDIQ_2	41992

W=Withdrawal ;I=Injection

CONTRACT QUANTITY EXHIBIT**To Agreement Between****ANR PIPELINE COMPANY (Transporter)****AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)****Contract No: 30800****Rate Schedule: FSS****Contract Date: October 15, 1993****Amendment Date: Nov 01, 2004**

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

Effective Start: November 01, 2006

Effective End: March 31, 2007

Annual Service
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	9185600
Base Maximum Daily Withdrawal Quantity (BMDWQ)	183712
Base Maximum Daily Injection Quantity (BMDIQ)	17133
Cyclability	10444844

<u>Ratchet Thresholds</u>		<u>Ratchet</u>		<u>Ratchet</u>
<u>From</u>	<u>To</u>		<u>Levels</u>	<u>MDWQ/MDIQ</u>
1837121	- 9185600	W1	MDWQ_1	183712
1377841	- 1837120	W2	MDWQ_2	165341
918561	- 1377840	W3	MDWQ_3	146970
459281	- 918560	W4	MDWQ_4	128598
0	- 459280	W5	MDWQ_5	110227
0	- 8885780	I1	MDIQ_1	17133
8885781	- 9185600	I2	MDIQ_2	13706

W=Withdrawal ;I=Injection

CONTRACT QUANTITY EXHIBIT

To Agreement Between

ANR PIPELINE COMPANY (Transporter)

AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)

Contract No: 30800

Rate Schedule: FSS

Contract Date: October 15, 1993

Amendment Date: Nov 01, 2004

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

Effective Start: November 01, 2005

Effective End: March 31, 2006

**Annual Service
Ratcheted Service**

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	9185600
Base Maximum Daily Withdrawal Quantity (BMDWQ)	183712
Base Maximum Daily Injection Quantity (BMDIQ)	17133
Cyclability	10444844

Ratchet Thresholds		Ratchet Levels		Ratchet	
<u>From</u>	<u>To</u>			<u>MDWQ/MDIQ</u>	
1837121	-	9185600	W1	MDWQ_1	183712
1377841	-	1837120	W2	MDWQ_2	165341
918561	-	1377840	W3	MDWQ_3	146970
459281	-	918560	W4	MDWQ_4	128598
0	-	459280	W5	MDWQ_5	110227
0	-	8885780	I1	MDIQ_1	17133
8885781	-	9185600	I2	MDIQ_2	13706

W=Withdrawal ;I=Injection

CONTRACT QUANTITY EXHIBIT

**To Agreement Between
 ANR PIPELINE COMPANY (Transporter)
 AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)**

**Contract No: 30800
 Rate Schedule: FSS
 Contract Date: October 15, 1993
 Amendment Date: Nov 01, 2004**

**Note: BMDWQ and BMDIQ are stated without incorporating ratchets.
 Effective Start: April 01, 2005
 Effective End: October 31, 2005**

**Annual Service
 Ratcheted Service**

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	9185600
Base Maximum Daily Withdrawal Quantity (BMDWQ)	59964
Base Maximum Daily Injection Quantity (BMDIQ)	52490
Cyclability	10444844

Ratchet Thresholds		Ratchet		Ratchet
From	To	Levels		MDWQ/MDIQ
599641	- 9185600	W1	MDWQ_1	59964
449731	- 599640	W2	MDWQ_2	53968
299821	- 449730	W3	MDWQ_3	47971
149911	- 299820	W4	MDWQ_4	41975
0	- 149910	W5	MDWQ_5	35978
0	- 8267040	I1	MDIQ_1	52490
8267041	- 9185600	I2	MDIQ_2	41992

W=Withdrawal ;I=Injection

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)

Contract No: 30800
 Rate Schedule: FSS
 Contract Date: October 15, 1993
 Amendment Date: Nov 01, 2004

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.
 Effective Start: November 01, 2004
 Effective End: March 31, 2005

Annual Service
 Ratcheted Service

	MDQ
	(Dth)
Maximum Storage Quantity (MSQ)	9185600
Base Maximum Daily Withdrawal Quantity (BMDWQ)	183712
Base Maximum Daily Injection Quantity (BMDIQ)	17133
Cyclability	10444844

<u>Ratchet</u> <u>Thresholds</u>		<u>Ratchet</u>		<u>Ratchet</u>
<u>From</u>	<u>To</u>		<u>Levels</u>	<u>MDWQ/MDIQ</u>
1837121	- 9185600	W1	MDWQ_1	183712
1377841	- 1837120	W2	MDWQ_2	165341
918561	- 1377840	W3	MDWQ_3	146970
459281	- 918560	W4	MDWQ_4	128598
0	- 459280	W5	MDWQ_5	110227
0	- 8885780	I1	MDIQ_1	17133
8885781	- 9185600	I2	MDIQ_2	13706

W=Withdrawal ;I=Injection

CONTRACT QUANTITY EXHIBIT

**To Agreement Between
 ANR PIPELINE COMPANY (Transporter)
 AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)**

**Contract No: 30800
 Rate Schedule: FSS
 Contract Date: October 15, 1993
 Amendment Date: Nov 01, 2004**

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.
 Effective Start: April 01, 2004
 Effective End: October 31, 2004

Annual Service
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	9185600
Base Maximum Daily Withdrawal Quantity (BMDWQ)	59964
Base Maximum Daily Injection Quantity (BMDIQ)	52490
Cyclability	10444844

Ratchet Thresholds		Ratchet	Ratchet
From	To	Levels	MDWQ/MDIQ
599641	- 9185600	W1	MDWQ_1 59964
449731	- 599640	W2	MDWQ_2 53968
299821	- 449730	W3	MDWQ_3 47971
149911	- 299820	W4	MDWQ_4 41975
0	- 149910	W5	MDWQ_5 35978
0	- 8267040	I1	MDIQ_1 52490
8267041	- 9185600	I2	MDIQ_2 41992

W=Withdrawal ;I=Injection

CONTRACT QUANTITY EXHIBIT

**To Agreement Between
 ANR PIPELINE COMPANY (Transporter)
 AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)**

**Contract No: 30800
 Rate Schedule: FSS
 Contract Date: October 15, 1993
 Amendment Date: Nov 01, 2004**

**Note: BMDWQ and BMDIQ are stated without incorporating ratchets.
 Effective Start: November 01, 2003
 Effective End: March 31, 2004**

**Annual Service
 Ratcheted Service**

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	9178150
Base Maximum Daily Withdrawal Quantity (BMDWQ)	183563
Base Maximum Daily Injection Quantity (BMDIQ)	17119
Cyclability	10436365

Ratchet Thresholds		Ratchet		Ratchet	
From	To	Levels		MDWQ/MDIQ	
1835631	-	9178150	W1	MDWQ_1	183563
1376724	-	1835630	W2	MDWQ_2	165207
917816	-	1376723	W3	MDWQ_3	146850
458909	-	917815	W4	MDWQ_4	128494
0	-	458908	W5	MDWQ_5	110138
0	-	8878575	I1	MDIQ_1	17119
8878576	-	9178150	I2	MDIQ_2	13695

W=Withdrawal ;I=Injection

CONTRACT QUANTITY EXHIBIT

To Agreement Between

ANR PIPELINE COMPANY (Transporter)

AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)

Contract No: 30800

Rate Schedule: FSS

Contract Date: October 15, 1993

Amendment Date: Nov 01, 2004

Date: October 6, 2004

**Contract No.: 104404
Amendment No. 05**

FTS-1 SERVICE AGREEMENT

This AMENDED AND RESTATED AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and WISCONSIN PUBLIC SERVICE CORPORATION (Shipper) effective November 1, 2004. The provisions contained in this AMENDED AND RESTATED AGREEMENT represent the Agreement between the parties in its entirety and supercedes any prior agreements associated with services provided hereunder, including the agreement with the same contract number dated June 1, 2001.

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 except as modified herein, and General Terms and Conditions of Transporter's FERC Gas Tariff constitute the transportation service to be provided and the rights and obligations of Shipper and Transporter.

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

284G

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

Primary Route- See Exhibit attached hereto

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

Date: October 6, 2004

**Contract No.: 104404
Amendment No. 05**

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 FERC Gas Tariff changes, Transporter shall make corresponding changes to: (a) the MSQ, Base MDWQ and Base MDIQ of Shipper's FSS Agreement; and (b) the MDQ associated with the injection route(s) of the transport agreement corresponding to such FSS Agreement. Shipper authorizes Transporter make such quantity changes without formal amendment by providing to Shipper a revised Exhibit for each contract affected.

4. TERM OF AGREEMENT:

November 1, 2004 to

March 31, 2010

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:

Except as modified in this Agreement, 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.

Date: October 6, 2004

**Contract No.: 104404
Amendment No. 05**

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, Texas 77002
Attentions: TRANSPORTATION SERVICES

SHIPPER:

WISCONSIN PUBLIC SERVICE CORPORATION
700 N ADAMS ST
P.O. BOX 19002
GREEN BAY, WI 54307-9002
Attention: RON MOSNIK

Telephone: 920-433-1325
Fax: 920-430-6806

INVOICES AND STATEMENTS:

WISCONSIN PUBLIC SERVICE CORPORATION
700 N ADAMS ST
P.O. BOX 19002
GREEN BAY, WI 54307-9002
Attention: ACCOUNTS PAYABLE, SEASONAL 1

Telephone: 920-433-2929
Fax: 920-433-1436

Date: October 6, 2004

**Contract No.: 104404
Amendment No. 05**

8. FURTHER AGREEMENT:

- A. Notwithstanding anything to the contrary in Section 5, Transportation under this agreement for the period of November 1, 2004 to March 31, 2010 for Transportation Service under this Agreement, Shipper will be charged a Base Tariff Reservation Rate ("Monthly Reservation Charge") equal to \$9.2500 In addition, Shipper will be charged a Commodity Charge equal to \$0.0160 The Monthly Reservation Charge and Commodity Charge shall herein be referred to as "Effective Rates." Shipper shall not be responsible for GRI surcharges, unless and to the extent that Transporter is required to collect and/or remit such charges to GRI.
- B. In addition to the Effective Rates stated in Paragraph 8.A above, Shipper will pay the ACA charge at the rate approved by the FERC. The ACA surcharge is herein referred to as "Current Surcharge".
- C. Except as specifically provided herein, beginning June 1, 2001, Shipper shall not pay any surcharges in excess of the Current Surcharge, or any new surcharges not in effect as of November 5, 1999 ("Additional Surcharges"). If Transporter is required by FERC or any other regulatory body to impose such Additional Surcharges on Shipper, Transporter agrees that it will adjust, upward or downward, the applicable Monthly Reservation Charges under this Agreement and/or Agreement Nos. 1600, 5450, 5500, 12000, 30800, 99515, 100327, 104403 and 104405 to assure that the parties remain Revenue Neutral. Revenue Neutral means that, for the applicable month, taking in to account permanent assignments made and reductions undertaken pursuant to sections 35.3 and 35.4 of Transporter's FERC Gas Tariff, the total amount paid to Transporter in that month is the same as would have been paid to Transporter for services actually provided under this Agreement and Agreement Nos. 1600, 5450, 5500, 12000, 30800, 99515, 100327, 104403 and 104405 based on the applicable Effective Rates with no Additional Surcharges being imposed. Transporter will calculate, and Shipper shall verify using actual monthly data, the positive or negative difference calculated on a monthly basis between the amounts charged and the amount required to be charged so that each party will remain Revenue Neutral. Transporter will reflect such net differences in billing statements to Shipper as soon as reasonably practical. By December 1 and May 1 of each year, any net differential outstanding, derived by netting the monthly positive and negative differences, not yet reflected in billing statements to Shipper for the previous five (5) month or seven (7) month periods, as applicable, will be applied as either a credit or a debit to the succeeding month's (January or June, as applicable) invoice. Notwithstanding the foregoing, Transporter may be entitled to collect from Shipper surcharges that Transporter is required by FERC or any other regulatory body to impose on Shipper

Date: October 6, 2004

**Contract No.: 104404
Amendment No. 05**

and other similarly situated shippers when monies collected are remitted to a governmental authority ("Governmental Authority Surcharge") only as described in Paragraph 8.C.1 below.

- C.1 Transporter shall be entitled to collect from Shipper Governmental Authority Surcharges only if such surcharge is mandated by FERC or other regulatory body to be recovered from Shipper and similarly situated shippers on a uniform basis applied to all interstate natural gas pipelines and is required to be remitted to a governmental authority or third party. Such surcharge shall not be paid if it is associated with Transporter's costs of providing transportation, storage and no-notice services pursuant to all underlying service agreements. By way of example, the ACA surcharge would constitute such a surcharge. Again by way of example, because collection is not-mandated by the FERC, GRI surcharges do not constitute, as of November 5, 1999, Governmental Authority Surcharges. 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 relationship to costs paid by Transporter for services on other pipeline systems are not Governmental Authority Surcharges.
- D. For all transportation service under this Agreement, Shipper and any Replacement Shipper(s) shall have the right to utilize any Secondary Receipt Points and Secondary Delivery Points at the applicable Effective Rates, plus any incremental zone charges at applicable FERC Gas Tariff rates.
- E. Except as provided in Paragraphs 8.B, 8.C and 8.C.1, these rates shall remain fixed during the term of this Agreement and will not be subject to change or modification in a rate case filed pursuant to Section 4 of the Natural Gas Act.
- F. Transporter hereby waives Section 22.2 of its FERC Gas Tariff and grants Shipper the right of first refusal as provided in Section 22.
- G. Shipper shall be entitled to elect reduction options under 35.3 (Regulatory Unbundling Order) and 35.4 (Sole Supply Customer) of Transporter's Tariff.
- H. If Shipper desires to increase its contract quantities prior to expiration of this Agreement, Shipper shall request such increased service from Transporter pursuant to its tariff. If capacity is available and construction of facilities is not required Transporter agrees that the rate for the Primary Route from S W Headstation to ANR

Date: October 6, 2004

**Contract No.: 104404
Amendment No. 05**

Storage Facilities and any secondary routes within the zones traversed shall be the lesser of a Monthly Reservation Rate of \$ 9.2500 per dth and a Commodity Rate of \$0.0160 per dth or Transporter's maximum tariff rates. All surcharges will be applicable pursuant to the provisions in Sections 8.B, 8.C and 8.C.1.

The term for such increased service shall be at Shipper's election:(a) five (5) years; or (b) co-terminus with term of the service agreement for the service shipper has elected to increase.

- I. Transporter may, in its sole discretion, after consultation with Shipper, file this Agreement with FERC if such filing is required by applicable FERC regulations, in which event the Agreement shall be subject to FERC approval.
- J. Consistent with FERC's regulations and the terms and conditions of Transporter's FERC Gas Tariff, Transporter shall consent to a permanent release of capacity under this Agreement, without further liability to Shipper, to other entities that meet Transporter's creditworthiness standards at the Effective Rates specified in this Agreement, including the surcharge adjustments described in Paragraphs 8.B, 8.C and 8.C.1.
 - J.1 Notwithstanding the provisions of Paragraph 8.J above, Transporter agrees not to seek reimbursement from Shipper in the event of a payment default by a Replacement Shipper if the following conditions are met: (a) the release is non-recallable and for a term of one (1) year or more; (b) the Replacement Shipper meets Transporter's then-current creditworthiness standards, applied on a non-discriminatory basis considering the overall term and quantity being released; and (c) Shipper agrees to assign to Transporter all of its contractual rights to seek collection of the unpaid charges from the Replacement Shipper. With regard to Paragraph 8.J.1(b) above, it is recognized by Shipper that, under Section 18.5 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter is not obligated to commence new service unless a shipper demonstrates creditworthiness in light of, among other things, prudent credit analysis of information available.
- K. If fuel charges are applicable pursuant to the provisions of Transporter's FERC Gas Tariff, services provided under this Agreement shall be subject to applicable Transporter's Use % retentions as specified and in effect from time to time in Transporter's FERC Gas Tariff.

Date: October 6, 2004

Contract No.: 104404
Amendment No. 05

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 PUBLIC SERVICE CORPORATION

BY: *[Signature]*
Title: Asst VP Oper & Eng.
Date: 10/28/04

TRANSPORTER: ANR PIPELINE COMPANY

By: *[Signature]*
Title: Director - Transportation Services
Date: 10/27/04

[Handwritten initials]
[Handwritten date] 10/29

PRIMARY ROUTE EXHIBIT**To Agreement Between****ANR PIPELINE COMPANY (Transporter)****AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)**

Contract No: 104404

Rate Schedule: FTS-1

Contract Date: January 19, 2000

Amendment Date: November 1, 2004

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
103702 S W HEADSTATION FROM: April 01, 2004	153808 ANRPL STORAGE FACILITIES TO: March 31, 2010	0	0	53026
103702 S W HEADSTATION FROM: April 01, 2003	153808 ANRPL STORAGE FACILITIES TO: March 31, 2004	0	0	52966

Date: October 6, 2004

**Contract No.: 104405
Amendment No. 03**

FTS-1 SERVICE AGREEMENT

This AMENDED AND RESTATED AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and WISCONSIN PUBLIC SERVICE CORPORATION (Shipper) effective November 1, 2004. The provisions contained in this AMENDED AND RESTATED AGREEMENT represent the Agreement between the parties in its entirety and supercedes any prior agreements associated with services provided hereunder, including the agreement with the same contract number dated June 1, 2001.

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 except as modified herein, and General Terms and Conditions of Transporter's FERC Gas Tariff constitute the transportation service to be provided and the rights and obligations of Shipper and Transporter.

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

284G

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

Primary Route- See Exhibit attached hereto

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

Date: October 6, 2004

**Contract No.: 104405
Amendment No. 03**

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 FERC Gas Tariff changes, Transporter shall make corresponding changes to: (a) the MSQ, Base MDWQ and Base MDIQ of Shipper's FSS Agreement; and (b) the MDQ associated with the injection route(s) of the transport agreement corresponding to such FSS Agreement. Shipper authorizes Transporter make such quantity changes without formal amendment by providing to Shipper a revised Exhibit for each contract affected.

4. TERM OF AGREEMENT:

November 1, 2004 to

March 31, 2010

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:

Except as modified in this Agreement, 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.

Date: October 6, 2004

**Contract No.: 104405
Amendment No. 03**

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_{sm}. 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, Texas 77002
Attentions: TRANSPORTATION SERVICES

SHIPPER:

WISCONSIN PUBLIC SERVICE CORPORATION
700 N ADAMS ST
P.O. BOX 19002
GREEN BAY, WI 54307-9002
Attention: RON MOSNIK

Telephone: 920-433-1325
Fax: 920-430-6806

INVOICES AND STATEMENTS:

WISCONSIN PUBLIC SERVICE CORPORATION
700 N ADAMS ST
P.O. BOX 19002
GREEN BAY, WI 54307-9002
Attention: ACCOUNTS PAYABLE, SEASONAL 1

Telephone: 920-433-2929
Fax: 920-433-1436

Date: October 6, 2004

**Contract No.: 104405
Amendment No. 03**

8. FURTHER AGREEMENT:

- A. Notwithstanding anything to the contrary in Section 5, Transportation under this agreement for the period of November 1, 2004 to March 31, 2010 for Transportation Service under this Agreement, Shipper will be charged a Base Tariff Reservation Rate ("Monthly Reservation Charge") equal to \$3.9950 In addition, Shipper will be charged a Commodity Charge equal to \$0.0075 The Monthly Reservation Charge and Commodity Charge shall herein be referred to as "Effective Rates." Shipper shall not be responsible for GRI surcharges, unless and to the extent that Transporter is required to collect and/or remit such charges to GRI.
- B. In addition to the Effective Rates stated in Paragraph 8.A above, Shipper will pay the ACA charge at the rate approved by the FERC. The ACA surcharge is herein referred to as "Current Surcharge".
- C. Except as specifically provided herein, beginning June 1, 2001, Shipper shall not pay any surcharges in excess of the Current Surcharge, or any new surcharges not in effect as of November 5, 1999 ("Additional Surcharges"). If Transporter is required by FERC or any other regulatory body to impose such Additional Surcharges on Shipper, Transporter agrees that it will adjust, upward or downward, the applicable Monthly Reservation Charges under this Agreement and/or Agreement Nos. 1600, 5450, 5500, 12000, 30800, 99515, 100327, 104403, and 104404 to assure that the parties remain Revenue Neutral. Revenue Neutral means that, for the applicable month, taking in to account permanent assignments made and reductions undertaken pursuant to sections 35.3 and 35.4 of Transporter's FERC Gas Tariff, the total amount paid to Transporter in that month is the same as would have been paid to Transporter for services actually provided under this Agreement and Agreement Nos. 1600, 5450, 5500, 12000, 30800, 99515, 100327, 104403, and 104404 based on the applicable Effective Rates with no Additional Surcharges being imposed. Transporter will calculate, and Shipper shall verify using actual monthly data, the positive or negative difference calculated on a monthly basis between the amounts charged and the amount required to be charged so that each party will remain Revenue Neutral. Transporter will reflect such net differences in billing statements to Shipper as soon as reasonably practical. By December 1 and May 1 of each year, any net differential outstanding, derived by netting the monthly positive and negative differences, not yet reflected in billing statements to Shipper for the previous five (5) month or seven (7) month periods, as applicable, will be applied as either a credit or a debit to the succeeding month's (January or June, as applicable) invoice. Notwithstanding the foregoing, Transporter may be entitled to collect from Shipper surcharges that Transporter is required by FERC or any other regulatory body to impose on Shipper

Date: October 6, 2004

**Contract No.: 104405
Amendment No. 03**

and other similarly situated shippers when monies collected are remitted to a governmental authority ("Governmental Authority Surcharge") only as described in Paragraph 8.C.1 below.

- C.1 Transporter shall be entitled to collect from Shipper Governmental Authority Surcharges only if such surcharge is mandated by FERC or other regulatory body to be recovered from Shipper and similarly situated shippers on a uniform basis applied to all interstate natural gas pipelines and is required to be remitted to a governmental authority or third party. Such surcharge shall not be paid if it is associated with Transporter's costs of providing transportation, storage and no-notice services pursuant to all underlying service agreements. By way of example, the ACA surcharge would constitute such a surcharge. Again by way of example, because collection is not mandated by the FERC, GRI surcharges do not constitute, as of November 5, 1999, Governmental Authority Surcharges. 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 relationship to costs paid by Transporter for services on other pipeline systems are not Governmental Authority Surcharges.
- D. For all transportation service under this Agreement, Shipper and any Replacement Shipper(s) shall have the right to utilize any Secondary Receipt Points and Secondary Delivery Points at the applicable Effective Rates, plus any incremental zone charges at applicable FERC Gas Tariff rates.
- E. Except as provided in Paragraphs 8.B, 8.C and 8.C.1, these rates shall remain fixed during the term of this Agreement and will not be subject to change or modification in a rate case filed pursuant to Section 4 of the Natural Gas Act.
- F. Transporter hereby waives Section 22.2 of its FERC Gas Tariff and grants Shipper the right of first refusal as provided in Section 22.
- G. Shipper shall be entitled to elect reduction options under 35.3 (Regulatory Unbundling Order) and 35.4 (Sole Supply Customer) of Transporter's Tariff.
- H. If Shipper desires to increase its contract quantities prior to expiration of this Agreement, Shipper shall request such increased service from Transporter pursuant to its tariff. If capacity is available and construction of facilities is not required Transporter agrees that the rate for the Primary Route from ANR Storage Facilities to Farwell and any secondary routes within the zones traversed shall be the lesser of a

Date: October 6, 2004

**Contract No.: 104405
Amendment No. 03**

Monthly Reservation Rate of \$ 3.9950 per dth and a Commodity Rate of \$0.0075 per dth or Transporter's maximum tariff rates. All surcharges will be applicable pursuant to the provisions in Sections 8.B, 8.C and 8.C.1.

The term for such increased service shall be at Shipper's election:(a) five (5) years; or (b) co-terminus with term of the service agreement for the service shipper has elected to increase.

- I. Transporter may, in its sole discretion, after consultation with Shipper, file this Agreement with FERC if such filing is required by applicable FERC regulations, in which event the Agreement shall be subject to FERC approval.
- J. Consistent with FERC's regulations and the terms and conditions of Transporter's FERC Gas Tariff, Transporter shall consent to a permanent release of capacity under this Agreement, without further liability to Shipper, to other entities that meet Transporter's creditworthiness standards at the Effective Rates specified in this Agreement, including the surcharge adjustments described in Paragraphs 8.B, 8.C. and 8.C.1.
 - J.1 Notwithstanding the provisions of Paragraph 8.J above, Transporter agrees not to seek reimbursement from Shipper in the event of a payment default by a Replacement Shipper if the following conditions are met: (a) the release is non-recallable and for a term of one (1) year or more; (b) the Replacement Shipper meets Transporter's then-current creditworthiness standards, applied on a non-discriminatory basis considering the overall term and quantity being released; and (c) Shipper agrees to assign to Transporter all of its contractual rights to seek collection of the unpaid charges from the Replacement Shipper. With regard to Paragraph 8.J.1(b) above, it is recognized by Shipper that, under Section 18.5 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter is not obligated to commence new service unless a shipper demonstrates creditworthiness in light of, among other things, prudent credit analysis of information available.
- K. If fuel charges are applicable pursuant to the provisions of Transporter's FERC Gas Tariff, services provided under this Agreement shall be subject to applicable Transporter's Use % retentions as specified and in effect from time to time in Transporter's FERC Gas Tariff.

: Date: October 6, 2004

Contract No.: 104405
Amendment No. 03

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 PUBLIC SERVICE CORPORATION

BY: *C. [Signature]*
Title: Asst VP Oper. & Eng.
Date: 10/29/04

TRANSPORTER: ANR PIPELINE COMPANY

By: *[Signature]*
Title: Director - Transportation Services
Date: 10/29/04

*SMD
10/29/04*

PRIMARY ROUTE EXHIBIT

**To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)**

Contract No: 104405
Rate Schedule: FTS-1
Contract Date: January 19, 2000
Amendment Date: November 1, 2004

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: June 01, 2004	11616 FARWELL TO: March 31, 2010	0	7000	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2000	11616 FARWELL TO: May 31, 2001	0	7000	0

EXHIBIT 3

Date: June 1, 2001

**Contract No.: 1600
Amendment No. 15**

ETS SERVICE AGREEMENT

This AMENDED AND RESTATED AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and WISCONSIN PUBLIC SERVICE CORPORATION (Shipper) effective June 1, 2001. The provisions contained in this **AMENDED AND RESTATED AGREEMENT** represent the Agreement between the parties in its entirety and supercedes any prior agreements associated with services provided hereunder.

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 except as modified herein, 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:

3.A The Contract Quantities in effect for services under this Agreement are shown on the attached Primary Route Exhibit.

3.B Provided the effective date of any service reduction provided for herein shall not occur prior to April 1, 2004, Shipper shall have the unilateral option, which may be exercised upon no less than ninety (90) days prior written notice to

Date: June 1, 2001

**Contract No.: 1600
Amendment No. 15**

Transporter, to reduce the quantities under the service agreements described in this Paragraph 3.B ("Reduction Rights"). The Reduction Rights give Shipper the right to reduce each year the quantities, up to an aggregate annual MDQ reduction of 34,587 Dth/day, under any or all of the following service agreements (the "Specified Service Agreements"). Specified Service Agreements include this Agreement and Agreement Nos. 5450, 5500, 12000, 104403 and 104405.

- 3.B.1 In exercising its Reduction Rights, Shipper may not reduce the quantities in any year under any individual Specified Service Agreement by more than fifteen (15) percent of the MDQ under contract on March 31, 2004 as shown on the Primary Route Exhibit attached to each Specified Service Agreement and no more than fifty-seven (57) percent of the MDQ under contract on March 31, 2004 as shown on the Primary Route Exhibit attached to each Specified Service Agreement over its term. As to Shipper's right to reduce quantities under any individual Specified Service Agreement by fifteen (15) percent per year, any rights not exercised in one or more years may be carried forward to any one or more subsequent years, up to the aggregate fifty-seven (57) percent cap. Notwithstanding the foregoing, Shipper may not reduce the service MDQs under the Specified Service Agreements in aggregate over the term of this Agreement by more than a total of 172,934 Dth/day.
- 3.B.2 If Reduction Rights are exercised under this Agreement or Agreement No. 104405, service quantities under the FSS Agreement No. 30800, shall be proportionally reduced so that storage service quantities, including storage capacity and deliverability quantities, and related transportation services quantities remain proportionately the same and so that FSS Seasonal and FSS Annual storage services quantities remain proportionally the same.
- 3.B.3 Reduction Rights exercised for this Agreement will be effective on the April 1 following the date of expiration of the ninety (90) day notice period pursuant to Paragraph 3.B.
- 3.B.4 Any Specified Service Agreement Reduction Rights and Reduction Rights exercised pursuant to Paragraph 3.B.2 above carried forward from one or more previous years and exercised in one year shall not be considered against that year's annual 34,587 Dth/day limit as provided in Paragraph 3.B above.
- 3.C Subject to the conditions described in this Paragraph 3.C, Shipper shall have the unilateral option, which may be exercised upon no less than four (4) months prior written notice to Transporter, unless said notice period is waived by Transporter,

Date: June 1, 2001

**Contract No.: 1600
Amendment No. 15**

to increase the quantities under certain service agreements and to restore service quantities previously reduced as described herein ("Increase Rights"). Such Increase Rights permit Shipper to increase the quantities under this Agreement and the other Specified Service Agreements up to an aggregate annual amount of 34,587 Dth/day.

If service quantities under this Agreement, Agreement No. 104405 or Agreement No. 100966 are increased, the service quantities under FSS Agreement No. 30800 will be automatically proportionately increased.

If Shipper has exercised Reduction Rights for any quantities under one or more of the Specified Service Agreements, and capacity is available on the previously reduced routes, Shipper must increase quantities from any previously reduced Specified Service Agreements prior to increasing quantities under other Specified Service Agreements. If quantities under more than one Specified Service Agreement have been previously reduced, Shipper shall have the unilateral right to determine which of the previously reduced Specified Service Agreement services to increase, subject to the availability of capacity on the selected route.

- 3.C.1 Increase Rights exercised for this Agreement and the automatic proportional increase of FSS Agreement No. 30800 will be effective on the April 1 following the date of expiration of the four (4) month notice period pursuant to Paragraph 3.C above.
- 3.C.2 Shipper's Increase Rights are subject to: (a) the availability of capacity for the particular service at the time Shipper provides notice of its option to implement its Increase Rights; or (b) the construction and placing into service of new facilities to provide the requested service as described in Paragraphs 3.C.4, 3.C.5, and 3.C.6 below.
- 3.C.3 Provided no construction is required for Transporter to provide service to Shipper pursuant to Shipper's exercise of Increase Rights, the term for such increased service shall be, at Shipper's election: (a) five (5) years; or (b) co-terminus with the term of the service agreement for the service Shipper has elected to increase. The rates for any services executed pursuant to the exercise of Increase Rights where no construction is necessary shall be the Effective Rates.

Date: June 1, 2001

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- 3.C.4 If construction is required to fulfill Shipper's request for Increase Rights, then, subject to execution of the agreement described in Paragraph 3.C.5 below and the receipt and acceptance of all necessary regulatory approvals, Transporter will proceed to construct the facilities necessary to provide the requested service.
- 3.C.5 If Shipper and Transporter execute an agreement pursuant to which Shipper agrees to contract with Transporter for transportation service at a rate and for a term sufficient to economically justify the construction of the facilities required to provide the requested service, as determined by Transporter in its reasonable discretion exercised in good faith, Transporter will promptly seek all necessary regulatory authorizations to construct, own and operate the necessary facilities. Transporter will make reasonable efforts to construct the necessary facilities to provide the requested service within three (3) years after Shipper's request, provided that all necessary regulatory approvals have been received and accepted. Transporter agrees to file promptly for all regulatory authorizations necessary to construct the required facilities.
- 3.C.6 Transporter agrees, if requested by Shipper, to use reasonable efforts to assist Shipper in obtaining interim services during the period of construction of facilities necessary to implement Shipper's Increase Rights.
- 3.C.7 Nothing in this Agreement shall prohibit Shipper from subscribing to Transporters' or third parties' other services, including subscribing for services from Transporter or third parties in lieu of exercising Increase Rights.
- 3.D Consistent with FERC's regulations and the terms and conditions of Transporter's FERC Gas Tariff, Transporter shall consent to a permanent release of capacity under this Agreement, without further liability to Shipper, to other entities that meet Transporter's creditworthiness standards at the Effective Rates specified in this Agreement, including the surcharge adjustments described in Paragraphs 5.A.2, 5.A.3, and 5.A.4.
- 3.D.1 Notwithstanding the provisions of Paragraph 3.D above, Transporter agrees not to seek reimbursement from Shipper in the event of a payment default by a Replacement Shipper if the following conditions are met: (a) the release is non-recallable and for a term of one (1) year or more; (b) the Replacement Shipper meets Transporter's then-current creditworthiness standards, applied on a non-discriminatory basis considering the overall term and quantity being released; and (c) Shipper agrees to assign to Transporter all of its contractual rights to seek collection of the unpaid charges from the Replacement Shipper. With regard to

Date: June 1, 2001

**Contract No.: 1600
Amendment No. 15**

Paragraph 3.D.1(b) above, it is recognized by Shipper that, under Section 18.5 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter is not obligated to commence new service unless a shipper demonstrates creditworthiness in light of, among other things, prudent credit analysis of information available.

4. TERM OF AGREEMENT:

June 1, 2001 to

March 31, 2010

5. RATES:

The following rate provisions are established pursuant to Section 30, Fourth Revised Sheet No. 188 of Transporter's FERC Gas Tariff. Notwithstanding anything to the contrary set forth above or in Transporter's FERC Gas Tariff (including the applicable rate schedule), Shipper shall pay Transporter for the services hereunder in accordance with the following provisions:

- 5.A For the period of June 1, 2001 to March 31, 2010 for Transportation Service under this Agreement, Shipper will be charged a Base Tariff Reservation Rate ("Monthly Reservation Charge") equal to \$4.5665. In addition, Shipper will be charged a Commodity Charge equal to \$0.0075. The Monthly Reservation Charge and Commodity Charge shall herein be referred to as "Effective Rates." Shipper shall not be responsible for GRI surcharges, unless and to the extent that Transporter is required to collect and/or remit such charges to GRI.
- 5.A.1 If fuel charges are applicable pursuant to the provisions of Transporter's FERC Gas Tariff, services provided under this Agreement shall be subject to applicable Transporter's Use % retentions as specified and in effect from time to time in Transporter's FERC Gas Tariff.
- 5.A.2 In addition to the Effective Rates stated above, Shipper will pay GSR and Dakota monthly reservation surcharges equal to the lesser of (i) surcharges in effect pursuant to the provisions of Transporter's FERC Gas Tariff at the time or (ii) \$0.0100 and \$0.1330 for GSR and Dakota charges respectively. In addition, Shipper will pay the ACA charge at the rate approved by the FERC. GSR, Dakota and ACA surcharges are herein referred to as "Current Surcharges."
- 5.A.3 Except as specifically provided herein, beginning June 1, 2001, Shipper shall not pay any surcharges in excess of Current Surcharges, or any new surcharges not in

Date: June 1, 2001

**Contract No.: 1600
Amendment No. 15**

effect as of November 5, 1999 ("Additional Surcharges"). If Transporter is required by FERC or any other regulatory body to impose such Additional Surcharges on Shipper, Transporter agrees that it will adjust, upward or downward, the applicable Monthly Reservation Charges under this Agreement and/or Agreement Nos. 1500, 2400, 2430, 5450, 5500, 12000, 100327, 100966, 51500, 30800, 99515, 104403, 104404 and 104405 to assure that the parties remain Revenue Neutral. Revenue Neutral means that, for the applicable month, taking in to account Shipper's exercise of Reduction Rights and Increase Rights, as defined in Paragraphs 3.B and 3.C above, and permanent assignments undertaken, the total amount paid to Transporter in that month is the same as would have been paid to Transporter for services actually provided under this Agreement and Agreement Nos. 1500, 2400, 2430, 5450, 5500, 12000, 100327, 100966, 51500, 30800, 99515, 104403, 104404 and 104405 based on the applicable Effective Rates with no Additional Surcharges being imposed. Transporter will calculate, and Shipper shall verify using actual monthly data, the positive or negative difference calculated on a monthly basis between the amounts charged and the amount required to be charged so that each party will remain Revenue Neutral. Transporter will reflect such net differences in billing statements to Shipper as soon as reasonably practical. By December 1 and May 1 of each year, any net differential outstanding, derived by netting the monthly positive and negative differences, not yet reflected in billing statements to Shipper for the previous five (5) month or seven (7) month periods, as applicable, will be applied as either a credit or a debit to the succeeding month's (January or June, as applicable) invoice. Notwithstanding the foregoing, Transporter may be entitled to collect from Shipper surcharges that Transporter is required by FERC or any other regulatory body to impose on Shipper and other similarly situated shippers when monies collected are remitted to a governmental authority ("Governmental Authority Surcharge") only as described in Paragraph 5.A.4 below.

- 5.A.4 Transporter shall be entitled to collect from Shipper Governmental Authority Surcharges only if such surcharge is mandated by FERC or other regulatory body to be recovered from Shipper and similarly situated shippers on a uniform basis applied to all interstate natural gas pipelines and is required to be remitted to a governmental authority or third party. Such surcharge shall not be paid if it is associated with Transporter's costs of providing transportation, storage, and no-notice services pursuant to all underlying service agreements. By way of example, the ACA surcharge would constitute such a surcharge. Again by way of example, because collection is not mandated by the FERC, GRI surcharges do not constitute, as of November 5, 1999, Governmental Authority Surcharges. New surcharges that are specific to Transporter's system and/or that have any

Date: June 1, 2001

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relationship to the costs of operating Transporter's pipeline system, storage facilities, etc. and/or that have any relationship to costs paid by Transporter for services on other pipeline systems are not Governmental Authority Surcharges.

- 5.A.5 For all transportation service under this Agreement, Shipper and any Replacement Shipper(s) shall have the right to utilize any Secondary Receipt Points and Secondary Delivery Points at the applicable Effective Rates, plus any incremental zone charges at applicable FERC Gas Tariff rates
- 5.B Except as provided in Paragraphs 5.A.2, 5.A.3 and 5.A.4 above, these rates shall remain fixed during the term of this Agreement and will not be subject to change or modification in a rate case filed pursuant to Section 4 of the Natural Gas Act.

6. INCORPORATION BY REFERENCE:

Except as modified in this Agreement, 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_{tm}. 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
9 Greenway Plaza
Houston, Texas 77046
Attention: Transportation Services

Date: June 1, 2001

**Contract No.: 1600
Amendment No. 15**

SHIPPER:

WISCONSIN PUBLIC SERVICE CORPORATION
700 N ADAMS ST
P.O. BOX 19002
GREEN BAY, WI 54307-9002
Attention: PATRICK FOX

Telephone: 920-433-7697
Fax: 920-433-4986

INVOICES AND STATEMENTS:

WISCONSIN PUBLIC SERVICE CORPORATION
700 N ADAMS ST
P.O. BOX 19800
GREEN BAY, WI 54307-9004
Attention: ACCOUNTS PAYABLE

Telephone: 920-433-2929
Fax: 920-433-1436

NOMINATIONS:

WISCONSIN PUBLIC SERVICE CORPORATION
700 N ADAMS ST
P.O. BOX 19002
GREEN BAY, WI 54307-9002
Attention: PATRICK FOX

Telephone: 920-433-7697
Fax: 920-433-4986

Date: June 1, 2001

**Contract No.: 1600
Amendment No. 15**

ALL OTHER MATTERS:

WISCONSIN PUBLIC SERVICE CORPORATION
700 N ADAMS ST
P.O. BOX 19002
GREEN BAY, WI 54307-9002
Attention: PATRICK FOX

Telephone: 920-433-7697
Fax: 920-433-4986

8. FURTHER AGREEMENT:

- 8.A If Transporter enhances or improves any of its services in effect as of November 5, 1999, Shipper shall have the right to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.
- 8.B Shipper's existing gates and all new Shipper gates will be operated as a single Delivery Point under all applicable ETS service agreements, which is known and referred to in this Agreement as WPSC Group 1 ("WPSC Group 1"), unless Transporter is physically or operationally unable to do so because one of the following occurs: (a) a new third party pipeline is constructed that interconnects with Shipper's system or a third party pipeline that interconnects with Shipper's system is expanded and, as a result, there are significant verifiable changes from historical patterns in flow into Shipper's system; or (b) a significant load increase (i.e., a 200 MW net electric or larger power generating facility commences commercial operation) at a Shipper gate station that results in a verifiable significant change in the flow pattern on Transporter's system.
- 8.B.1 If either item (a) or (b) of Paragraph 8.B occurs, only the affected Gate Station may be deleted from WPSC Group 1. In the event any Gate Station is disaggregated from WPSC Group 1, Shipper shall have the right, at its election and selection and subject to the availability of capacity at a Gate Station, to prorate the Delivery Point MDQs under its service agreements, including the

Date: June 1, 2001

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NNS agreement between WPSC Group 1 and any such disaggregated Gate Station.

- 8.B.2 Planned load changes of up to 300 MW net electric generation at DePere Energy Center and the installation of up to 100 MW net electric generation facility at West Marinette shall not justify removal of Gate Station from WPSC Group 1 as provided for in Paragraph 8.B above.
- 8.B.3 Load changes at Gate Stations that result from flows from the joint Wisconsin Public Service Corporation/Wisconsin Electric-Gas Operations pipeline that went into service in December 1998, which interconnects Great Lakes Gas Transmission Limited Partnership's system at Duck Creek with Shipper's system at Conover, shall not justify removal of a Gate Station from WPSC Group 1 as provided for in Paragraph 8.B above.
- 8.C Transporter and Shipper have a proprietary interest in this Agreement. Accordingly, this Agreement shall not be disclosed in whole or in part by either Party, its agent or employees to third parties without the prior written consent of the other party, which consent shall not be withheld unreasonably. Notwithstanding the foregoing, the parties shall have the right to disclose this Agreement to the extent required by any governmental, judicial, or regulatory authority having jurisdiction to require such disclosure.
- 8.D ANR hereby waives Section 22.2 of its FERC Gas Tariff and grants Shipper the right of first refusal as provided in Section 22.
- 8.E Transporter may, in its sole discretion, after consultation with Shipper, file this Agreement with FERC if such filing is required by applicable FERC regulations, in which event the Agreement shall be subject to FERC approval..

06/01/2001 08:36 FAX

012

Date: June 1, 2001

Contract No: 1600
Amendment No: 15

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 PUBLIC SERVICE CORPORATION

By: Patrick D. Schrickel

Title: Patrick D Schrickel
President and Chief Operating Officer

Date: June 1, 2001

TRANSPORTER: ANR PIPELINE COMPANY

By: V. Larry Smith
V. Larry Smith

Title: Vice President, Commercial Operations

Date: 6/1/01

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)

Contract No: 1600
Rate Schedule: ETS
Contract Date: Oct 15, 1993
Amendment Date: Jun 01, 2001

Receipt Number Name	Delivery Number Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: Jun 01, 2001	139258 WPSC - GROUP 1 TO: Mar 31, 2010	0	174324	0
153808 ANRPL STORAGE FACILITIES FROM: Nov 01, 2000	139258 WPSC - GROUP 1 TO: May 31, 2001	0	174324	0
139258 WPSC - GROUP 1 FROM: Apr 01, 2000	153808 ANRPL STORAGE FACILITIES TO: Oct 31, 2000	0	0	30949
153808 ANRPL STORAGE FACILITIES FROM: Nov 01, 1999	139258 WPSC - GROUP 1 TO: Mar 31, 2000	0	148941	0
139258 WPSC - GROUP 1 FROM: Apr 01, 1999	153808 ANRPL STORAGE FACILITIES TO: Oct 31, 1999	0	0	43538
153808 ANRPL STORAGE FACILITIES FROM: Nov 01, 1998	139258 WPSC - GROUP 1 TO: Mar 31, 1999	0	148120	0
139258 WPSC - GROUP 1 FROM: Apr 01, 1998	153808 ANRPL STORAGE FACILITIES TO: Oct 31, 1998	0	0	43388
153808 ANRPL STORAGE FACILITIES FROM: Nov 01, 1997	139258 WPSC - GROUP 1 TO: Mar 31, 1998	0	148120	0
139258 WPSC - GROUP 1 FROM: Jun 01, 1997	153808 ANRPL STORAGE FACILITIES TO: Oct 31, 1997	0	0	43575
139258 WPSC - GROUP 1 FROM: May 01, 1997	153808 ANRPL STORAGE FACILITIES TO: May 31, 1997	0	0	43575

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)

Contract No: 1600
Rate Schedule: ETS
Contract Date: Oct 15, 1993
Amendment Date: Jun 01, 2001

Receipt Number Name	Delivery Number Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: May 01, 1997	139258 WPSC - GROUP 1 TO: May 31, 1997	0	148120	0
139258 WPSC - GROUP 1 FROM: Apr 01, 1997	153808 ANRPL STORAGE FACILITIES TO: Apr 30, 1997	0	0	20040
153808 ANRPL STORAGE FACILITIES FROM: Nov 01, 1996	139258 WPSC - GROUP 1 TO: Apr 30, 1997	0	68120	0
139258 WPSC - GROUP 1 FROM: Nov 01, 1996	153808 ANRPL STORAGE FACILITIES TO: Mar 31, 1997	0	0	20020
139258 WPSC - GROUP 1 FROM: Apr 01, 1996	153808 ANRPL STORAGE FACILITIES TO: Oct 31, 1996	0	0	14558
139379 WPSC - GROUP 2 FROM: Apr 01, 1996	153808 ANRPL STORAGE FACILITIES TO: Oct 31, 1996	0	0	5462
153808 ANRPL STORAGE FACILITIES FROM: Jan 01, 1996	139379 WPSC - GROUP 2 TO: Oct 31, 1996	0	18570	0
139379 WPSC - GROUP 2 FROM: Jan 01, 1996	153808 ANRPL STORAGE FACILITIES TO: Mar 31, 1996	0	0	5451
139379 WPSC - GROUP 2 FROM: Nov 01, 1994	153808 ANRPL STORAGE FACILITIES TO: Dec 31, 1995	0	0	5441
153808 ANRPL STORAGE FACILITIES FROM: Nov 01, 1994	139379 WPSC - GROUP 2 TO: Dec 31, 1995	0	18560	0

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)

Contract No: 1600
Rate Schedule: ETS
Contract Date: Oct 15, 1993
Amendment Date: Jun 01, 2001

Receipt Number Name	Delivery Number Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: Apr 01, 1994	139258 WPSC - GROUP 1 TO: Oct 31, 1996	0	49550	0
139258 WPSC - GROUP 1 FROM: Apr 01, 1994	153808 ANRPL STORAGE FACILITIES TO: Mar 31, 1996	0	0	14528
139379 WPSC - GROUP 2 FROM: Apr 01, 1994	153808 ANRPL STORAGE FACILITIES TO: Oct 31, 1994	0	0	5308
153808 ANRPL STORAGE FACILITIES FROM: Apr 01, 1994	139379 WPSC - GROUP 2 TO: Oct 31, 1994	0	18105	0
139388 WPSC - GROUP 3 FROM: Nov 01, 1993	153808 ANRPL STORAGE FACILITIES TO: Dec 31, 1995	0	0	10
153808 ANRPL STORAGE FACILITIES FROM: Nov 01, 1993	139388 WPSC - GROUP 3 TO: Dec 31, 1995	0	10	0
139258 WPSC - GROUP 1 FROM: Nov 01, 1993	153808 ANRPL STORAGE FACILITIES TO: Mar 31, 1994	0	0	14449
139379 WPSC - GROUP 2 FROM: Nov 01, 1993	153808 ANRPL STORAGE FACILITIES TO: Mar 31, 1994	0	0	5076
153808 ANRPL STORAGE FACILITIES FROM: Nov 01, 1993	139258 WPSC - GROUP 1 TO: Mar 31, 1994	0	49182	0
153808 ANRPL STORAGE FACILITIES FROM: Nov 01, 1993	139379 WPSC - GROUP 2 TO: Mar 31, 1994	0	17280	0

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)

Contract No: 1600
Rate Schedule: ETS
Contract Date: Oct 15, 1993
Amendment Date: Jun 01, 2001

Receipt
Number
Name

Delivery
Number
Name

Annual	Winter	Summer
MDQ	MDQ	MDQ
(DTH)	(DTH)	(DTH)

Date: June 1, 2001

Contract No.: 30800
Amendment No.: 15

FSS SERVICE AGREEMENT

This **AMENDED AND RESTATED AGREEMENT** is entered into by ANR PIPELINE COMPANY (Transporter) and WISCONSIN PUBLIC SERVICE CORPORATION (Shipper) effective June 1, 2001. The provisions contained in this **AMENDED AND RESTATED AGREEMENT** represent the Agreement between the parties in its entirety and supercedes any prior agreements associated with services provided hereunder.

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 except as modified herein, 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 Storage Service

3. CONTRACT QUANTITIES:

3.A The Contract Quantities in effect for services under this Agreement are shown on the attached Contract Quantity Exhibit.

3.B Provided the effective date of any service reduction provided for herein shall not occur prior to April 1, 2004, Shipper shall have the unilateral option, which may be exercised upon no less than ninety (90) days prior written notice to Transporter, to reduce the quantities under the service agreements described in this Paragraph 3.B ("Reduction Rights"). The Reduction Rights give Shipper the right to reduce each year the quantities, up to an aggregate annual MDQ reduction of 34,587 Dth/day, under any or all of the following service agreements

Date: June 1, 2001

Contract No.: 30800

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(the "Specified Service Agreements"). Specified Service Agreements include Agreement Nos. 1600, 5450, 5500, 12000, 104403, and 104405.

- 3.B.1 In exercising its Reduction Rights, Shipper may not reduce the quantities in any year under any individual Specified Service Agreement by more than fifteen (15) percent of the MDQ under contract on March 31, 2004 as shown on the Primary Route Exhibit attached to each Specified Service Agreement, and no more than fifty-seven (57) percent of the MDQ under contract on March 31, 2004 as shown on the Primary Route Exhibit attached to each Specified Service Agreement over its term. As to Shipper's right to reduce quantities under any individual Specified Service Agreement by fifteen (15) percent per year, any rights not exercised in one or more years may be carried forward to any one or more subsequent years, up to the aggregate fifty-seven (57) percent cap. Notwithstanding the foregoing, Shipper may not reduce the service MDQs under the Specified Service Agreements in aggregate over the term of this Agreement by more than a total of 172,934 Dth/day.
- 3.B.2 If reduction rights are exercised under Agreement No. 1600 or Agreement No. 104405, service quantities under this Agreement, shall be proportionally reduced so that storage service quantities, including storage capacity and deliverability quantities, and related transportation services quantities remain proportionately the same and so that FSS Seasonal and FSS Annual storage services quantities remain proportionally the same. Proportionate reductions that may occur under this Agreement shall not be considered against the annual 34,587 Dth/day limit described in Paragraph 3.B or the aggregate 172,934 Dth/day limit described in Paragraph 3.B.1.
- 3.B.3 The automatic proportional reduction of this Agreement as described in Paragraph 3.B.2 above, will be effective on the April 1 following the date of expiration of the ninety (90) day notice period pursuant to Paragraph 3.B.
- 3.B.4 Any Reduction Rights exercised pursuant to Paragraph 3.B.2 above carried forward from one or more previous years and exercised in one year shall not be considered against that year's annual 34,587 Dth/day limit as provided in Paragraph 3.B above.
- 3.C Subject to the conditions described in this Paragraph 3.C, Shipper shall have the unilateral option, which may be exercised upon no less than four (4) months prior written notice to Transporter, unless said notice period is waived by Transporter, to increase the quantities under certain service agreements and to restore service

Date: June 1, 2001

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quantities previously reduced as described herein ("Increase Rights"). Such Increase Rights permit Shipper to increase the quantities under the Specified Service Agreements up to an aggregate annual amount of 34,587 Dth/day.

If service quantities under Agreement No. 1600, Agreement No. 100966 or Agreement No. 104405 are increased, then the service quantities under this Agreement will automatically be proportionately increased.

If Shipper has exercised Reduction Rights for any quantities under one or more of the Specified Service Agreements, and capacity is available on the previously reduced routes, Shipper must increase quantities from any previously reduced Specified Service Agreements, as well as, if applicable, proportionate increases under this Agreement and Agreement No. 2430 or Agreement No. 104404, prior to increasing quantities under other Specified Service Agreements. If quantities under more than one Specified Service Agreement have been previously reduced, Shipper shall have the unilateral right to determine which of the previously reduced Specified Service Agreement services to increase, subject to the availability of capacity on the selected route.

- 3.C.1 Increase Rights exercised for Agreement Nos. 1600, 100966 or 104405, and the automatic proportional increase of this Agreement will be effective on the April 1 following the date of expiration of the four (4) month notice period pursuant to Paragraph 3.C.
- 3.C.2 Shipper's Increase Rights are subject to: (a) the availability of capacity for the particular service at the time Shipper provides notice of its option to implement its Increase Rights; or (b) the construction and placing into service of new facilities to provide the requested service as described in Paragraphs 3.C.4, 3.C.5, and 3.C.6 below.
- 3.C.3 Provided no construction is required for Transporter to provide service to Shipper pursuant to Shipper's exercise of Increase Rights, the term for such increased service shall be, at Shipper's election: (a) five (5) years; or (b) co-terminus with the term of the service agreement for the service Shipper has elected to increase. The rates for any services executed pursuant to the exercise of Increase Rights where no construction is necessary shall be the Effective Rates.
- 3.C.4 If construction is required to fulfill Shipper's request for Increase Rights under this Agreement, then, subject to execution of the agreement described in Paragraph 3.C.5 below and the receipt and acceptance of all necessary regulatory

Date: June 1, 2001

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approvals, Transporter will proceed to construct the facilities necessary to provide the requested service.

- 3.C.5 If Shipper and Transporter execute an agreement pursuant to which Shipper agrees to contract with Transporter for transportation service at a rate and for a term sufficient to economically justify the construction of the facilities required to provide the requested service, as determined by Transporter in its reasonable discretion exercised in good faith, Transporter will promptly seek all necessary regulatory authorizations to construct, own and operate the necessary facilities. Transporter will make reasonable efforts to construct the necessary facilities to provide the requested service within three (3) years after Shipper's request, provided that all necessary regulatory approvals have been received and accepted. Transporter agrees to file promptly for all regulatory authorizations necessary to construct the required facilities.
- 3.C.6 Transporter agrees, if requested by Shipper, to use reasonable efforts to assist Shipper in obtaining interim services during the period of construction of facilities necessary to implement Shipper's Increase Rights.
- 3.C.7 Nothing in this Agreement shall prohibit Shipper from subscribing to Transporters' or third parties' other services, including subscribing for services from Transporter or third parties in lieu of exercising Increase Rights.
- 3.D Consistent with FERC's regulations and the terms and conditions of Transporter's FERC Gas Tariff, Transporter shall consent to a permanent release of capacity under this Agreement, without further liability to Shipper, to other entities that meet Transporter's creditworthiness standards at the Effective Rates specified in this Agreement, including the surcharge adjustments described in Paragraphs 5.A.4 and 5.A.5.
- 3.D.1 Notwithstanding the provisions of Paragraph 3.D above, Transporter agrees not to seek reimbursement from Shipper in the event of a payment default by a Replacement Shipper if the following conditions are met: (a) the release is non-recallable and for a term of one (1) year or more; (b) the Replacement Shipper meets Transporter's then-current creditworthiness standards, applied on a non-discriminatory basis considering the overall term and quantity being released; and (c) Shipper agrees to assign to Transporter all of its contractual rights to seek collection of the unpaid charges from the Replacement Shipper. With regard to Paragraph 3.D.1(b) above, it is recognized by Shipper that, under Section 18.5 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter

Date: June 1, 2001

**Contract No.: 30800
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is not obligated to commence new service unless a shipper demonstrates creditworthiness in light of, among other things, prudent credit analysis of information available.

3.E Shipper desires to maintain the MDQ delivered to the city gate from storage in the event of a change in Transporter's Use %. Therefore, if "Transporter's Use %", as listed in Transporter's FERC Gas Tariff changes, then Transporter shall make changes to: (a) the MSQ, BMDWQ and BMDIQ of Shipper's FSS Agreement; and (b) the MDQ associated with the injection route(s) of the transport agreement corresponding to such FSS Agreement. Shipper authorizes Transporter to make such quantity changes which will be set forth in formal amendment(s) and revised Exhibit(s) for each contract affected.

4. TERM OF AGREEMENT:

June 1, 2001 to

March 31, 2010

5. RATES:

The following rate provisions are established pursuant to Section 30, Fourth Revised Sheet No. 188 of Transporter's FERC Gas Tariff. Notwithstanding anything to the contrary set forth above or in Transporter's FERC Gas Tariff (including the applicable rate schedule), Shipper shall pay Transporter for the services hereunder in accordance with the following provisions:

5.A For the period from June 1, 2001 through March 31, 2003, the rates for the total volume of the Annual Ratcheted portion of this Agreement shall be as follows:

For an MDWQ of 59,897 dth -	Deliverability Charge:	\$2.3030 per month
For an MSQ of 2,994,850 dth -	Capacity Charge:	\$3.3760 per month

For the period from June 1, 2001 through March 31, 2003, the rates for the total volume of the Seasonal Ratcheted portion of this Agreement shall be as follows:

For an MDWQ of 123,592 dth -	Deliverability Charge:	\$1.9176 per month
For an MSQ of 6,179,600 dth -	Capacity Charge:	\$3.3760 per month

Date: June 1, 2001

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For the period from April 1, 2003 through March 31, 2010, the rates for the total volume of the Annual Ratcheted portion of this Agreement shall be as follows:

For an MDWQ of 59,897 dth -	Deliverability Charge:	\$1.8397 per month
For an MSQ of 2,994,850 dth -	Capacity Charge:	\$.3200 per month

For the period from April 1, 2003 through March 31, 2010, the rates for the total volume of the Seasonal Ratcheted portion of this Agreement shall be as follows:

For an MDWQ of 123,592 dth -	Deliverability Charge:	\$1.6320 per month
For an MSQ of 6,179,600 dth -	Capacity Charge:	\$.3200 per month

- 5.A.1 In addition to the charges outlined in Paragraph 5.A above, Shipper will also be charged a Commodity Rate for injection and withdrawals equal to \$0.0126. The Deliverability Charge, Capacity Charge and Commodity Charge shall be herein referred to as "Effective Rates."
- 5.A.2 The Overrun Rate for all quantities of gas associated with this Agreement will be as stated in Transporter's FERC Gas Tariff, Section 3.5 of Rate Schedule FSS. For purposes of determining the Overrun Rate, the Deliverability Reservation Rate and the Capacity Reservation Rate will be as stated for Seasonal/Ratcheted service.
- 5.A.3 The quantities associated with any release will be charged the average rate for the Deliverability Charge and Capacity Charge of Annual Ratcheted and Seasonal Ratcheted Services for the applicable period as follows:

For the period June 1, 2001 through March 31, 2003:

Average Deliverability Rate =	\$2.0434
Average Capacity Rate	= \$.3760

For the period April 1, 2003 through March 31, 2010:

Average Deliverability Rate =	\$1.6998
Average Capacity Rate	= \$.3200

The average rates stated above shall be adjusted as a result of any MDQ or MSQ increase or decrease as provided for in this Agreement.

Date: June 1, 2001

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- 5.A.4 Shipper shall not pay any surcharges not in effect as of November 5, 1999 ("New Surcharges"). Notwithstanding the foregoing, if Transporter is required by FERC or any other regulatory body to impose any "New Surcharges" on Shipper, Transporter agrees that it will adjust, upward or downward, the applicable Monthly Reservation Charges under this Agreement and/or Agreement Nos. 1500, 1600, 2400, 2430, 5450, 5500, 12000, 51500, 99515, 100327, 100966, 104403, 104404 and 104405 to assure that the parties remain Revenue Neutral. Revenue Neutral means that, for the applicable month, taking in to account Shipper's exercise of Reduction Rights and Increase Rights as defined in Paragraphs 3.B and 3.C above, and permanent assignments undertaken, the total amount paid to Transporter in that month is the same as would have been paid to Transporter for services actually provided under this Agreement and Agreement Nos. 1500, 1600, 2400, 2430, 5450, 5500, 12000, 51500, 99515, 100327, 100966, 104403, 104404 and 104405 based on the applicable Effective Rates with no New Surcharges being imposed. Transporter will calculate, and Shipper shall verify using actual monthly data, the positive or negative difference calculated on a monthly basis between the amounts charged and the amount required to be charged so that each party will remain Revenue Neutral. Transporter will reflect such net differences in billing statements to Shipper as soon as reasonably practical. By December 1 and May 1 of each year, any net differential outstanding, derived by netting the monthly positive and negative differences, not yet reflected in billing statements to Shipper for the previous five (5) month or seven (7) month periods, as applicable, will be applied as either a credit or a debit to the succeeding month's (January or June, as applicable) invoice. Notwithstanding the foregoing, Transporter may be entitled to collect from Shipper surcharges that Transporter is required by FERC or any other regulatory body to impose on Shipper and other similarly situated shippers when monies collected are remitted to a governmental authority ("Governmental Authority Surcharge") only as described in Paragraph 5.A.5 below.
- 5.A.5 Transporter shall be entitled to collect from Shipper Governmental Authority Surcharges only if such surcharge is mandated by FERC or other regulatory body to be recovered from Shipper and similarly situated shippers on a uniform basis applied to all interstate natural gas pipelines and is required to be remitted to a governmental authority or third party. Such surcharge shall not be paid if it is associated with Transporter's costs of providing transportation, storage and no-notice services pursuant to all underlying service agreements. By way of example, the ACA surcharge would constitute such a surcharge. Again by way of example, because collection is not mandated by the FERC, GRI surcharges do not constitute, as of November 5, 1999, Governmental Authority Surcharges. New

Date: June 1, 2001

Contract No.: 30800

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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 relationship to costs paid by Transporter for services on other pipeline systems are not Governmental Authority Surcharges.

- 5.B Except as provided in Paragraphs 5.A.4 and 5.A.5 above, these rates shall remain fixed during the term of this Agreement and will not be subject to change or modification in a rate case filed pursuant to Section 4 of the Natural Gas Act.
- 5.C If fuel charges are applicable pursuant to the provisions of Transporter's FERC Gas Tariff, services provided under this Agreement shall be subject to applicable Transporter's Use % retentions as specified and in effect from time to time in Transporter's FERC Gas Tariff.

6. INCORPORATION BY REFERENCE:

Except as modified in this Agreement, 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
9 Greenway Plaza
Houston, Texas 77046
Attention: Transportation Services

Date: June 1, 2001

Contract No.: 30800

Amendment No.: 15

SHIPPER:

WISCONSIN PUBLIC SERVICE CORPORATION
700 N ADAMS ST
P.O. BOX 19002
GREEN BAY, WI 54307-9002
Attention: PATRICK FOX

Telephone: 920-433-7697
Fax: 920-433-4986

INVOICES AND STATEMENTS:

WISCONSIN PUBLIC SERVICE CORPORATION
700 N ADAMS ST
P.O. BOX 19800
GREEN BAY, WI 54307-9004
Attention: ACCOUNTS PAYABLE

Telephone: 920-433-2929
Fax: 920-433-1436

NOMINATIONS:

WISCONSIN PUBLIC SERVICE CORPORATION
700 N ADAMS ST
P.O. BOX 19002
GREEN BAY, WI 54307-9002
Attention: PATRICK FOX

Telephone: 920-433-7697
Fax: 920-433-4986

-i

June 1, 2001

Contract No.: 30800
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ALL OTHER MATTERS:

WISCONSIN PUBLIC SERVICE CORPORATION
700 N ADAMS ST
P.O. BOX 19002
GREEN BAY, WI 54307-9002
Attention: PATRICK FOX

Telephone: 920-433-7697
Fax: 920-433-4986

8. FURTHER AGREEMENT:

- 8.A If Transporter enhances or improves any of its services in effect as of November 5, 1999, Shipper shall have the right to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.
- 8.B Transporter and Shipper have a proprietary interest in this Agreement. Accordingly, this Agreement shall not be disclosed in whole or in part by either Party, its agent or employees to third parties without the prior written consent of the other party, which consent shall not be withheld unreasonably. Notwithstanding the foregoing, the parties shall have the right to disclose this Agreement to the extent required by any governmental, judicial, or regulatory authority having jurisdiction to require such disclosure.
- 8.C ANR hereby waives Section 22.2 of its FERC Gas Tariff and grants Shipper the right of first refusal as provided in Section 22.
- 8.D Transporter may, in its sole discretion, after consultation with Shipper, file this Agreement with FERC if such filing is required by applicable FERC regulations, in which event the Agreement shall be subject to FERC approval.

06/01/2001 10:54 FAX

005

June 1, 2001

Contract No.: 30800

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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 PUBLIC SERVICE CORPORATION

By: Patrick D Schrickel

Title: Patrick D Schrickel
President and Chief Operating Officer

Date: June 1, 2001

TRANSPORTER: ANR PIPELINE COMPANY

By: V. Larry Smith
V. Larry Smith

Title: Vice President, Commercial Operations

Date: 6/1/01

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)

Contract No: 30800
 Rate Schedule: FSS
 Contract Date: Oct 15, 1993
 Amendment Date: Jun 01, 2001

Effective Start: Nov 01, 2009
 Effective End: Mar 31, 2010

Annual Service
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	9174450
Base Maximum Daily Withdrawal Quantity (BMDWQ)	183489
Base Maximum Daily Injection Quantity (BMDIQ)	17113
Cyclability	10432287

Ratchet Thresholds		Ratchet	Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
1834891	- 9174450	W1	MDWQ_1 183489
1376169	-1834890	W2	MDWQ_2 165140
917446	-1376168	W3	MDWQ_3 146791
458724	- 917445	W4	MDWQ_4 128442
0	- 458723	W5	MDWQ_5 110093
0	-8874965	I1	MDIQ_1 17113
8874966	-9174450	I2	MDIQ_2 13692

W=Withdrawal ;I=Injection

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)

Contract No: 30800
 Rate Schedule: FSS
 Contract Date: Oct 15, 1993
 Amendment Date: Jun 01, 2001

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.
 Effective Start: Apr 01, 2009
 Effective End: Oct 31, 2009

Annual Service
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	9174450
Base Maximum Daily Withdrawal Quantity (BMDWQ)	59897
Base Maximum Daily Injection Quantity (BMDIQ)	52425
Cyclability	10432287

Ratchet Thresholds		Ratchet	Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
598971	- 9174450	W1	MDWQ_1 59897
449229	- 598970	W2	MDWQ_2 53907
299486	- 449228	W3	MDWQ_3 47918
149744	- 299485	W4	MDWQ_4 41928
0	- 149743	W5	MDWQ_5 35938
0	- 8257005	I1	MDIQ_1 52425
8257006	- 9174450	I2	MDIQ_2 41940

W=Withdrawal ;I=Injection

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)

Contract No: 30800
 Rate Schedule: FSS
 Contract Date: Oct 15, 1993
 Amendment Date: Jun 01, 2001

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.
 Effective Start: Nov 01, 2008
 Effective End: Mar 31, 2009

Annual Service
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	9174450
Base Maximum Daily Withdrawal Quantity (BMDWQ)	183489
Base Maximum Daily Injection Quantity (BMDIQ)	17113
Cyclability	10432287

Ratchet Thresholds		Ratchet	Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
1834891	- 9174450	W1	MDWQ_1 183489
1376169	- 1834890	W2	MDWQ_2 165140
917446	- 1376168	W3	MDWQ_3 146791
458724	- 917445	W4	MDWQ_4 128442
0	- 458723	W5	MDWQ_5 110093
0	- 8874965	I1	MDIQ_1 17113
8874966	- 9174450	I2	MDIQ_2 13692

W=Withdrawal ;I=Injection

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)

Contract No: 30800
 Rate Schedule: FSS
 Contract Date: Oct 15, 1993
 Amendment Date: Jun 01, 2001

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.
 Effective Start: Apr 01, 2008
 Effective End: Oct 31, 2008

Annual Service
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	9174450
Base Maximum Daily Withdrawal Quantity (BMDWQ)	59897
Base Maximum Daily Injection Quantity (BMDIQ)	52425
Cyclability	10432287

<u>Ratchet</u> <u>Thresholds</u>		<u>Ratchet</u>	<u>Ratchet</u>
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
598971	- 9174450	W1 MDWQ_1	59897
449229	- 598970	W2 MDWQ_2	53907
299486	- 449228	W3 MDWQ_3	47918
149744	- 299485	W4 MDWQ_4	41928
0	- 149743	W5 MDWQ_5	35938
0	- 8257005	I1 MDIQ_1	52425
8257006	- 9174450	I2 MDIQ_2	41940

W=Withdrawal ;I=Injection

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)

Contract No: 30800
 Rate Schedule: FSS
 Contract Date: Oct 15, 1993
 Amendment Date: Jun 01, 2001

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.
 Effective Start: Nov 01, 2007
 Effective End: Mar 31, 2008

Annual Service
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	9174450
Base Maximum Daily Withdrawal Quantity (BMDWQ)	183489
Base Maximum Daily Injection Quantity (BMDIQ)	17113
Cyclability	10432287

Ratchet Thresholds		Ratchet	Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
1834891	- 9174450	W1 MDWQ_1	183489
1376169	-1834890	W2 MDWQ_2	165140
917446	-1376168	W3 MDWQ_3	146791
458724	- 917445	W4 MDWQ_4	128442
0	- 458723	W5 MDWQ_5	110093
0	-8874965	I1 MDIQ_1	17113
8874966	-9174450	I2 MDIQ_2	13692

W=Withdrawal ;I=Injection

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)

Contract No: 30800
 Rate Schedule: FSS
 Contract Date: Oct 15, 1993
 Amendment Date: Jun 01, 2001

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.
 Effective Start: Apr 01, 2007
 Effective End: Oct 31, 2007

Annual Service
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	9174450
Base Maximum Daily Withdrawal Quantity (BMDWQ)	59897
Base Maximum Daily Injection Quantity (BMDIQ)	52425
Cyclability	10432287

Ratchet Thresholds		Ratchet		Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>		<u>MDWQ/MDIQ</u>
598971	- 9174450	W1	MDWQ_1	59897
449229	- 598970	W2	MDWQ_2	53907
299486	- 449228	W3	MDWQ_3	47918
149744	- 299485	W4	MDWQ_4	41928
0	- 149743	W5	MDWQ_5	35938
0	- 8257005	I1	MDIQ_1	52425
8257006	- 9174450	I2	MDIQ_2	41940

W=Withdrawal ;I=Injection

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To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)

Contract No: 30800
 Rate Schedule: FSS
 Contract Date: Oct 15, 1993
 Amendment Date: Jun 01, 2001

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.
 Effective Start: Nov 01, 2006
 Effective End: Mar 31, 2007

Annual Service
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	9174450
Base Maximum Daily Withdrawal Quantity (BMDWQ)	183489
Base Maximum Daily Injection Quantity (BMDIQ)	17113
Cyclability	10432287

Ratchet Thresholds		Ratchet	Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
1834891	-9174450	W1 MDWQ_1	183489
1376169	-1834890	W2 MDWQ_2	165140
917446	-1376168	W3 MDWQ_3	146791
458724	-917445	W4 MDWQ_4	128442
0	-458723	W5 MDWQ_5	110093
0	-8874965	I1 MDIQ_1	17113
8874966	-9174450	I2 MDIQ_2	13692

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 Rate Schedule: FSS
 Contract Date: Oct 15, 1993
 Amendment Date: Jun 01, 2001

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.
 Effective Start: Apr 01, 2006
 Effective End: Oct 31, 2006

Annual Service
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	9174450
Base Maximum Daily Withdrawal Quantity (BMDWQ)	59897
Base Maximum Daily Injection Quantity (BMDIQ)	52425
Cyclability	10432287

Ratchet Thresholds		Ratchet	Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
598971	- 9174450	W1	MDWQ_1 59897
449229	- 598970	W2	MDWQ_2 53907
299486	- 449228	W3	MDWQ_3 47918
149744	- 299485	W4	MDWQ_4 41928
0	- 149743	W5	MDWQ_5 35938
0	- 8257005	I1	MDIQ_1 52425
8257006	- 9174450	I2	MDIQ_2 41940

W=Withdrawal :I=Injection

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To Agreement Between
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 Contract Date: Oct 15, 1993
 Amendment Date: Jun 01, 2001

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.
 Effective Start: Nov 01, 2005
 Effective End: Mar 31, 2006

Annual Service
 Ratcheted Service

	MDQ
	(Dth)
Maximum Storage Quantity (MSQ)	9174450
Base Maximum Daily Withdrawal Quantity (BMDWQ)	183489
Base Maximum Daily Injection Quantity (BMDIQ)	17113
Cyclability	10432287

Ratchet Thresholds		Ratchet	Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
1834891	- 9174450	W1	MDWQ_1 183489
1376169	-1834890	W2	MDWQ_2 165140
917446	-1376168	W3	MDWQ_3 146791
458724	- 917445	W4	MDWQ_4 128442
0	- 458723	W5	MDWQ_5 110093
0	-8874965	I1	MDIQ_1 17113
8874966	-9174450	I2	MDIQ_2 13692

W=Withdrawal ;I=Injection

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To Agreement Between
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 Contract Date: Oct 15, 1993
 Amendment Date: Jun 01, 2001

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.
 Effective Start: Apr 01, 2005
 Effective End: Oct 31, 2005

Annual Service
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	9174450
Base Maximum Daily Withdrawal Quantity (BMDWQ)	59897
Base Maximum Daily Injection Quantity (BMDIQ)	52425
Cyclability	10432287

<u>Ratchet</u> <u>Thresholds</u>		<u>Ratchet</u>	<u>Ratchet</u>
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
598971	- 9174450	W1 MDWQ_1	59897
449229	- 598970	W2 MDWQ_2	53907
299486	- 449228	W3 MDWQ_3	47918
149744	- 299485	W4 MDWQ_4	41928
0	- 149743	W5 MDWQ_5	35938
0	- 8257005	I1 MDIQ_1	52425
8257006	- 9174450	I2 MDIQ_2	41940

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CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
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Contract No: 30800
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 Contract Date: Oct 15, 1993
 Amendment Date: Jun 01, 2001

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.
 Effective Start: Nov 01, 2004
 Effective End: Mar 31, 2005

Annual Service
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	9174450
Base Maximum Daily Withdrawal Quantity (BMDWQ)	183489
Base Maximum Daily Injection Quantity (BMDIQ)	17113
Cyclability	10432287

Ratchet Thresholds		Ratchet		Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>	
1834891	- 9174450	W1	MDWQ_1	183489
1376169	- 1834890	W2	MDWQ_2	165140
917446	- 1376168	W3	MDWQ_3	146791
458724	- 917445	W4	MDWQ_4	128442
0	- 458723	W5	MDWQ_5	110093
0	- 8874965	I1	MDIQ_1	17113
8874966	- 9174450	I2	MDIQ_2	13692

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CONTRACT QUANTITY EXHIBIT
To Agreement Between
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 Contract Date: Oct 15, 1993
 Amendment Date: Jun 01, 2001

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.
 Effective Start: Apr 01, 2004
 Effective End: Oct 31, 2004

Annual Service
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	9174450
Base Maximum Daily Withdrawal Quantity (BMDWQ)	59897
Base Maximum Daily Injection Quantity (BMDIQ)	52425
Cyclability	10432287

Ratchet Thresholds		Ratchet	Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
598971	- 9174450	W1	MDWQ_1 59897
449229	- 598970	W2	MDWQ_2 53907
299486	- 449228	W3	MDWQ_3 47918
149744	- 299485	W4	MDWQ_4 41928
0	- 149743	W5	MDWQ_5 35938
0	- 8257005	I1	MDIQ_1 52425
8257006	- 9174450	I2	MDIQ_2 41940

W=Withdrawal ;I=Injection

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To Agreement Between
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 Contract Date: Oct 15, 1993
 Amendment Date: Jun 01, 2001

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.
 Effective Start: Nov 01, 2003
 Effective End: Mar 31, 2004

Annual Service
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	9174450
Base Maximum Daily Withdrawal Quantity (BMDWQ)	183489
Base Maximum Daily Injection Quantity (BMDIQ)	17113
Cyclability	10432287

Ratchet Thresholds		Ratchet	Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
1834891	- 9174450	W1	MDWQ_1 183489
1376169	-1834890	W2	MDWQ_2 165140
917446	-1376168	W3	MDWQ_3 146791
458724	- 917445	W4	MDWQ_4 128442
0	- 458723	W5	MDWQ_5 110093
0	-8874965	I1	MDIQ_1 17113
8874966	-9174450	I2	MDIQ_2 13692

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 Amendment Date: Jun 01, 2001

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.
 Effective Start: Apr 01, 2003
 Effective End: Oct 31, 2003

Annual Service
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	9174450
Base Maximum Daily Withdrawal Quantity (BMDWQ)	59897
Base Maximum Daily Injection Quantity (BMDIQ)	52425
Cyclability	10432287

Ratchet Thresholds		Ratchet	Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
598971	- 9174450	W1 MDWQ_1	59897
449229	- 598970	W2 MDWQ_2	53907
299486	- 449228	W3 MDWQ_3	47918
149744	- 299485	W4 MDWQ_4	41928
0	- 149743	W5 MDWQ_5	35938
0	- 8257005	I1 MDIQ_1	52425
8257006	- 9174450	I2 MDIQ_2	41940

W=Withdrawal ;I=Injection

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To Agreement Between
ANR PIPELINE COMPANY (Transporter)
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 Contract Date: Oct 15, 1993
 Amendment Date: Jun 01, 2001

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.
 Effective Start: Nov 01, 2002
 Effective End: Mar 31, 2003

Annual Service
 Ratcheted Service

	MDQ
	(Dth)
Maximum Storage Quantity (MSQ)	9174450
Base Maximum Daily Withdrawal Quantity (BMDWQ)	183489
Base Maximum Daily Injection Quantity (BMDIQ)	17113
Cyclability	10432287

Ratchet Thresholds		Ratchet		Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>		<u>MDWQ/MDIQ</u>
1834891	- 9174450	W1	MDWQ_1	183489
1376169	- 1834890	W2	MDWQ_2	165140
917446	- 1376168	W3	MDWQ_3	146791
458724	- 917445	W4	MDWQ_4	128442
0	- 458723	W5	MDWQ_5	110093
0	- 8874965	I1	MDIQ_1	17113
8874966	- 9174450	I2	MDIQ_2	13692

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Note: BMDWQ and BMDIQ are stated without incorporating ratchets.
 Effective Start: Apr 01, 2002
 Effective End: Oct 31, 2002

Annual Service
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	9174450
Base Maximum Daily Withdrawal Quantity (BMDWQ)	59897
Base Maximum Daily Injection Quantity (BMDIQ)	52425
Cyclability	10432287

Ratchet Thresholds		Ratchet	Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
598971	- 9174450	W1 MDWQ_1	59897
449229	- 598970	W2 MDWQ_2	53907
299486	- 449228	W3 MDWQ_3	47918
149744	- 299485	W4 MDWQ_4	41928
0	- 149743	W5 MDWQ_5	35938
0	- 8257005	I1 MDIQ_1	52425
8257006	- 9174450	I2 MDIQ_2	41940

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CONTRACT QUANTITY EXHIBIT
To Agreement Between
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Note: BMDWQ and BMDIQ are stated without incorporating ratchets.
 Effective Start: Nov 01, 2001
 Effective End: Mar 31, 2002

Annual Service
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	9174450
Base Maximum Daily Withdrawal Quantity (BMDWQ)	183489
Base Maximum Daily Injection Quantity (BMDIQ)	17113
Cyclability	10432287

Ratchet Thresholds		Ratchet	Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
1834891	-9174450	W1 MDWQ_1	183489
1376169	-1834890	W2 MDWQ_2	165140
917446	-1376168	W3 MDWQ_3	146791
458724	-917445	W4 MDWQ_4	128442
0	-458723	W5 MDWQ_5	110093
0	-8874965	I1 MDIQ_1	17113
8874966	-9174450	I2 MDIQ_2	13692

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CONTRACT QUANTITY EXHIBIT
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Note: BMDWQ and BMDIQ are stated without incorporating ratchets.
 Effective Start: Apr 01, 2001
 Effective End: Oct 31, 2001

Annual Service
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	9174450
Base Maximum Daily Withdrawal Quantity (BMDWQ)	59897
Base Maximum Daily Injection Quantity (BMDIQ)	52425
Cyclability	10432287

Ratchet Thresholds		Ratchet	Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
598971	- 9174450	W1 MDWQ_1	59897
449229	- 598970	W2 MDWQ_2	53907
299486	- 449228	W3 MDWQ_3	47918
149744	- 299485	W4 MDWQ_4	41928
0	- 149743	W5 MDWQ_5	35938
0	- 8257005	I1 MDIQ_1	52425
8257006	- 9174450	I2 MDIQ_2	41940

W=Withdrawal ;I=Injection

CONTRACT QUANTITY EXHIBIT
To Agreement Between
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Contract No: 30800
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 Contract Date: Oct 15, 1993
 Amendment Date: Jun 01, 2001

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.
 Effective Start: Nov 01, 2000
 Effective End: Mar 31, 2001

Annual Service
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	9173550
Base Maximum Daily Withdrawal Quantity (BMDWQ)	183471
Base Maximum Daily Injection Quantity (BMDIQ)	17112
Cyclability	10431261

Ratchet Thresholds		Ratchet	Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
1834711	- 9173550	W1 MDWQ_1	183471
1376034	- 1834710	W2 MDWQ_2	165124
917356	- 1376033	W3 MDWQ_3	146777
458679	- 917355	W4 MDWQ_4	128430
0	- 458678	W5 MDWQ_5	110083
0	- 8874095	I1 MDIQ_1	17112
8874096	- 9173550	I2 MDIQ_2	13690

W=Withdrawal ;I=Injection

CONTRACT QUANTITY EXHIBIT
To Agreement Between
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 Contract Date: Oct 15, 1993
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Note: BMDWQ and BMDIQ are stated without incorporating ratchets.
 Effective Start: Apr 01, 2000
 Effective End: Oct 31, 2000

Annual Service
 Ratcheted Service

	MDQ
	(Dth)
Maximum Storage Quantity (MSQ)	9173550
Base Maximum Daily Withdrawal Quantity (BMDWQ)	59891
Base Maximum Daily Injection Quantity (BMDIQ)	52421
Cyclability	10431261

Ratchet Thresholds		Ratchet	Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
598911	- 9173550	W1 MDWQ_1	59891
449184	- 598910	W2 MDWQ_2	53902
299456	- 449183	W3 MDWQ_3	47913
149729	- 299455	W4 MDWQ_4	41924
0	- 149728	W5 MDWQ_5	35935
0	- 8256195	I1 MDIQ_1	52421
8256196	- 9173550	I2 MDIQ_2	41937

W=Withdrawal ;I=Injection

CONTRACT QUANTITY EXHIBIT
To Agreement Between
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 Effective Start: Nov 01, 1999
 Effective End: Mar 31, 2000

Annual Service
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	11350300
Base Maximum Daily Withdrawal Quantity (BMDWQ)	227006
Base Maximum Daily Injection Quantity (BMDIQ)	23170
Cyclability	13053295

Ratchet Thresholds		Ratchet	Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
2270061	-11350300	W1	MDWQ_1 227006
1702546	-2270060	W2	MDWQ_2 204305
1135031	-1702545	W3	MDWQ_3 181605
567516	-1135030	W4	MDWQ_4 158904
0	- 567515	W5	MDWQ_5 136204
0	-10944825	I1	MDIQ_1 23170
10944826	-11350300	I2	MDIQ_2 18536

W=Withdrawal ;I=Injection

CONTRACT QUANTITY EXHIBIT

To Agreement Between
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Note: BMDWQ and BMDIQ are stated without incorporating ratchets.
 Effective Start: Apr 01, 1999
 Effective End: Oct 31, 1999

Annual Service
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	11350300
Base Maximum Daily Withdrawal Quantity (BMDWQ)	81095
Base Maximum Daily Injection Quantity (BMDIQ)	64859
Cyclability	13053295

Ratchet Thresholds		Ratchet	Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
810951	-11350300	W1	MDWQ_1 81095
608214	- 810950	W2	MDWQ_2 72986
405476	- 608213	W3	MDWQ_3 64876
202739	- 405475	W4	MDWQ_4 56767
0	- 202738	W5	MDWQ_5 48657
0	-10215270	I1	MDIQ_1 64859
10215271	-11350300	I2	MDIQ_2 51887

W=Withdrawal ;I=Injection

CONTRACT QUANTITY EXHIBIT

**To Agreement Between
 ANR PIPELINE COMPANY (Transporter)
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Contract No: 30800
 Rate Schedule: FSS
 Contract Date: Oct 15, 1993
 Amendment Date: Jun 01, 2001

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.
 Effective Start: Nov 01, 1998
 Effective End: Mar 31, 1999

Annual Service
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	11321300
Base Maximum Daily Withdrawal Quantity (BMDWQ)	226426
Base Maximum Daily Injection Quantity (BMDIQ)	23196
Cyclability	13026185

Ratchet Thresholds		Ratchet	Ratchet	
From	To	Levels	MDWQ/MDIQ	
2264261	-11321300	W1	MDWQ_1	226426
1698196	-2264260	W2	MDWQ_2	203783
1132131	-1698195	W3	MDWQ_3	181141
566066	-1132130	W4	MDWQ_4	158498
0	-566065	W5	MDWQ_5	135856
0	-10915375	I1	MDIQ_1	23196
10915376	-11321300	I2	MDIQ_2	18557

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CONTRACT QUANTITY EXHIBIT

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 Contract Date: Oct 15, 1993
 Amendment Date: Jun 01, 2001

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

Effective Start: Apr 01, 1998

Effective End: Oct 31, 1998

Annual Service
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	11321300
Base Maximum Daily Withdrawal Quantity (BMDWQ)	81185
Base Maximum Daily Injection Quantity (BMDIQ)	64693
Cyclability	13026185

Ratchet Thresholds		Ratchet	Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
811851	-11321300	W1	MDWQ_1 81185
608889	- 811850	W2	MDWQ_2 73067
405926	- 608888	W3	MDWQ_3 64948
202964	- 405925	W4	MDWQ_4 56830
0	- 202963	W5	MDWQ_5 48711
0	-10189170	I1	MDIQ_1 64693
10189171	-11321300	I2	MDIQ_2 51754

W=Withdrawal :I=Injection

CONTRACT QUANTITY EXHIBIT

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 Rate Schedule: FSS
 Contract Date: Oct 15, 1993
 Amendment Date: Jun 01, 2001

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.
 Effective Start: Jan 01, 1998
 Effective End: Mar 31, 1998

Annual Service
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	11329350
Base Maximum Daily Withdrawal Quantity (BMDWQ)	226587
Base Maximum Daily Injection Quantity (BMDIQ)	23213
Cyclability	13035455

Ratchet Thresholds		Ratchet	Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
2265871	-11329350	W1 MDWQ_1	226587
1699404	-2265870	W2 MDWQ_2	203928
1132936	-1699403	W3 MDWQ_3	181270
566469	-1132935	W4 MDWQ_4	158611
0	- 566468	W5 MDWQ_5	135952
0	-10923134	I1 MDIQ_1	23213
10923135	-11329350	I2 MDIQ_2	18570

W=Withdrawal ;I=Injection

CONTRACT QUANTITY EXHIBIT

To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)

Contract No: 30800
 Rate Schedule: FSS
 Contract Date: Oct 15, 1993
 Amendment Date: Jun 01, 2001

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.
 Effective Start: Nov 01, 1997
 Effective End: Dec 31, 1997

Annual Service
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	11337395
Base Maximum Daily Withdrawal Quantity (BMDWQ)	226749
Base Maximum Daily Injection Quantity (BMDIQ)	23229
Cyclability	13044712

Ratchet Thresholds		Ratchet		Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>		<u>MDWQ/MDIQ</u>
2267480	-11337395	W1	MDWQ_1	226749
1700610	-2267479	W2	MDWQ_2	204074
1133741	-1700609	W3	MDWQ_3	181399
566871	-1133740	W4	MDWQ_4	158724
0	-566870	W5	MDWQ_5	136049
0	-10930891	I1	MDIQ_1	23229
10930892	-11337395	I2	MDIQ_2	18583

W=Withdrawal ;I=Injection

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)

Contract No: 30800
 Rate Schedule: FSS
 Contract Date: Oct 15, 1993
 Amendment Date: Jun 01, 2001

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.
 Effective Start: May 01, 1997
 Effective End: Oct 31, 1997

Annual Service
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	11337395
Base Maximum Daily Withdrawal Quantity (BMDWQ)	81301
Base Maximum Daily Injection Quantity (BMDIQ)	64785
Cyclability	13044712

<u>Ratchet</u> <u>Thresholds</u>		<u>Ratchet</u>	<u>Ratchet</u>
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
2267480	-11337395	W1	MDWQ_1 81301
1700610	-2267479	W2	MDWQ_2 73171
1133740	-1700609	W3	MDWQ_3 65041
566871	-1133739	W4	MDWQ_4 56911
0	-566870	W5	MDWQ_5 48781
0	-10203655	I1	MDIQ_1 64785
10203656	-11337395	I2	MDIQ_2 51828

W=Withdrawal ;I=Injection

CONTRACT QUANTITY EXHIBIT

To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)

Contract No: 30800
 Rate Schedule: FSS
 Contract Date: Oct 15, 1993
 Amendment Date: Jun 01, 2001

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.
 Effective Start: Apr 01, 1996
 Effective End: Apr 30, 1997

Seasonal Service
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	3461382
Base Maximum Daily Withdrawal Quantity (BMDWQ)	69228
Base Maximum Daily Injection Quantity (BMDIQ)	19779
Cyclability	3461382

<u>Ratchet</u> <u>Thresholds</u>		<u>Ratchet</u>	<u>Ratchet</u>
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
692277	- 3461382	W1 MDWQ_1	69228
519208	- 692276	W2 MDWQ_2	62305
346139	- 519207	W3 MDWQ_3	55382
173070	- 346138	W4 MDWQ_4	48460
0	- 173069	W5 MDWQ_5	41537
0	- 3115244	I1 MDIQ_1	19779
3115245	- 3461382	I2 MDIQ_2	15823

W=Withdrawal ;I=Injection

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)

Contract No: 30800
 Rate Schedule: FSS
 Contract Date: Oct 15, 1993
 Amendment Date: Jun 01, 2001

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.
 Effective Start: Nov 01, 1994
 Effective End: Mar 31, 1996

Seasonal Service
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	3454361
Base Maximum Daily Withdrawal Quantity (BMDWQ)	69087
Base Maximum Daily Injection Quantity (BMDIQ)	19739
Cyclability	3454361

Ratchet Thresholds		Ratchet		Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>		<u>MDWQ/MDIQ</u>
690873	- 3454361	W1	MDWQ_1	69087
518155	- 690872	W2	MDWQ_2	62178
345437	- 518154	W3	MDWQ_3	55270
172719	- 345436	W4	MDWQ_4	48361
0	- 172718	W5	MDWQ_5	41452
0	- 3108925	I1	MDIQ_1	19739
3108926	- 3454361	I2	MDIQ_2	15791

W=Withdrawal ;I=Injection

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)

Contract No: 30800
 Rate Schedule: FSS
 Contract Date: Oct 15, 1993
 Amendment Date: Jun 01, 2001

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.
 Effective Start: Apr 01, 1994
 Effective End: Oct 31, 1994

Seasonal Service
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	3431288
Base Maximum Daily Withdrawal Quantity (BMDWQ)	68626
Base Maximum Daily Injection Quantity (BMDIQ)	19607
Cyclability	3431288

<u>Ratchet</u> <u>Thresholds</u>		<u>Ratchet</u>	<u>Ratchet</u>
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
686259	- 3431288	W1 MDWQ_1	68626
514694	- 686258	W2 MDWQ_2	61763
343130	- 514693	W3 MDWQ_3	54901
171565	- 343129	W4 MDWQ_4	48038
0	- 171564	W5 MDWQ_5	41176
0	- 3088159	I1 MDIQ_1	19607
3088160	- 3431288	I2 MDIQ_2	15686

W=Withdrawal ;I=Injection

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)

Contract No: 30800
 Rate Schedule: FSS
 Contract Date: Oct 15, 1993
 Amendment Date: Jun 01, 2001

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.
 Effective Start: Nov 01, 1993
 Effective End: Mar 31, 1994

Seasonal Service
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	3374200
Base Maximum Daily Withdrawal Quantity (BMDWQ)	67484
Base Maximum Daily Injection Quantity (BMDIQ)	19281
Cyclability	3374200

<u>Ratchet</u> <u>Thresholds</u>		<u>Ratchet</u>		<u>Ratchet</u>
<u>From</u>	<u>To</u>	<u>Levels</u>		<u>MDWQ/MDIQ</u>
674841	- 3374200	W1	MDWQ_1	67484
506131	- 674840	W2	MDWQ_2	60736
337421	- 506130	W3	MDWQ_3	53987
168711	- 337420	W4	MDWQ_4	47239
0	- 168710	W5	MDWQ_5	40490
0	- 3036780	I1	MDIQ_1	19281
3036781	- 3374200	I2	MDIQ_2	15425

W=Withdrawal ;I=Injection

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

EXHIBIT 4

Date: June 1, 2001

Contract No.: 5450
Amendment No.: 3

ETS SERVICE AGREEMENT

This **AMENDED AND RESTATED AGREEMENT** is entered into by ANR PIPELINE COMPANY (Transporter) and WISCONSIN PUBLIC SERVICE CORPORATION (Shipper) effective June 1, 2001. The provisions contained in this **AMENDED AND RESTATED AGREEMENT** represent the Agreement between the parties in its entirety and supercedes any prior agreement associated with services provided hereunder.

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 except as modified herein, 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:**

3.A The Contract Quantities in effect for services under this Agreement are shown on the attached Primary Route Exhibit.

3.B Provided the effective date of any service reduction provided for herein shall not occur prior to April 1, 2004, Shipper shall have the unilateral option, which may be exercised upon no less than ninety (90) days' prior written notice to

Date: June 1, 2001

Contract No.: 5450
Amendment No.: 3

Transporter, to reduce the quantities under the service agreements described in this Paragraph 3.B ("Reduction Rights"). The Reduction Rights give Shipper the right to reduce each year the quantities, up to an aggregate annual MDQ reduction of 34,587 Dth/day, under any or all of the following service agreements (the "Specified Service Agreements"). Specified Service Agreements include this Agreement and Agreement Nos. 1600, 5500, 12000, 104403 and 104405.

- 3.B.1 In exercising its Reduction Rights, Shipper may not reduce the quantities in any year under any individual Specified Service Agreement by more than fifteen (15) percent of the MDQ under contract on March 31, 2004 as shown on the Primary Route Exhibit attached to each Specified Service Agreement, and no more than fifty-seven (57) percent of the MDQ under contract on March 31, 2004 as shown on the Primary Route Exhibit attached to each Specified Service Agreement over its term. As to Shipper's right to reduce quantities under any individual Specified Service Agreement by fifteen (15) percent per year, any rights not exercised in one or more years may be carried forward to any one or more subsequent years, up to the aggregate fifty-seven (57) percent cap. Notwithstanding the foregoing, Shipper may not reduce the service MDQs under the Specified Service Agreements in aggregate over the term of this Agreement by more than a total of 172,934 Dth/day.
- 3.B.2 If Reduction Rights are exercised under this Agreement, then the service quantity under Agreement No. 104404 shall be proportionately reduced so that the service quantities under these two service agreements remain proportionately the same. Agreement No. 104404 becomes effective April 1, 2003 and replaces Agreement No. 2430. Proportionate reductions that may occur under Agreement No. 104404 shall not be considered against the annual 34,587 Dth/day limit described in Paragraph 3.B or the aggregate 172,934 Dth/day limit described in Paragraph 3.B.1.
- 3.B.3 Reduction Rights exercised under this Agreement shall be effective on the November 1 following the date of expiration of the ninety (90) day notice period pursuant to Paragraph 3.B above.
- 3.B.4 Any Reduction Rights exercised under this Agreement or pursuant to Paragraph 3.B.2 above carried forward from one or more previous years and exercised in one year shall not be considered against that year's annual 34,587 Dth/day limit as provided in Paragraph 3.B above.

Date: June 1, 2001

Contract No.: 5450

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3.C Subject to the conditions described in this Paragraph 3.C, Shipper shall have the unilateral option, which may be exercised upon no less than four (4) months prior written notice to Transporter, unless said notice period is waived by Transporter, to increase the quantities under certain service agreements and to restore service quantities previously reduced as described herein ("Increase Rights"). Such Increase Rights permit Shipper to increase the quantities under this Agreement and the other Specified Service Agreements up to an aggregate annual amount of 34,587 Dth/day.

If service quantities under this Agreement are increased, then the service quantities under Agreement No. 2430 or Agreement No. 104404 will automatically be proportionately increased.

If Shipper has exercised Reduction Rights for any quantities under one or more of the Specified Service Agreements, and capacity is available on the previously reduced routes, Shipper must increase quantities from any previously reduced Specified Service Agreements prior to increasing quantities under other Specified Service Agreements. If quantities under more than one Specified Service Agreement have been previously reduced, Shipper shall have the unilateral right to determine which of the previously reduced Specified Service Agreement services to increase, subject to the availability of capacity on the selected route.

- 3.C.1 Increase Rights exercised for this Agreement shall be effective on the November 1 following the date of expiration of the four (4) month notice period pursuant to Paragraph 3.C.
- 3.C.2 Shipper's Increase Rights are subject to: (a) the availability of capacity for the particular service at the time Shipper provides notice of its option to implement its Increase Rights; or (b) the construction and placing into service of new facilities to provide the requested service as described in Paragraph 3.C.4, 3.C.5, and 3.C.6 below.
- 3.C.3 Provided no construction is required for Transporter to provide service to Shipper pursuant to Shipper's exercise of Increase Rights, the term for such increased service shall be, at Shipper's election: (a) five (5) years; or (b) co-terminus with the term of the service agreement for the service Shipper has elected to increase. The rates for any services executed pursuant to the exercise of Increase Rights where no construction is necessary shall be the same Effective Rates.

Date: June 1, 2001

Contract No.: 5450
Amendment No.: 3

- 3.C.4 If construction is required to fulfill Shipper's request for Increase Rights under this Agreement, then, subject to execution of the agreement described in Paragraph 3.C.5 below and the receipt and acceptance of all necessary regulatory approvals, Transporter will proceed to construct the facilities necessary to provide the requested service.
- 3.C.5 If Shipper and Transporter execute an agreement pursuant to which Shipper agrees to contract with Transporter for transportation service at a rate and for a term sufficient to economically justify the construction of the facilities required to provide the requested service, as determined by Transporter in its reasonable discretion exercised in good faith, Transporter will promptly seek all necessary regulatory authorizations to construct, own and operate the necessary facilities. Transporter will make reasonable efforts to construct the necessary facilities to provide the requested service within three (3) years after Shipper's request, provided that all necessary regulatory approvals have been received and accepted. Transporter agrees to file promptly for all regulatory authorizations necessary to construct the required facilities.
- 3.C.6 Transporter agrees, if request by Shipper, to use reasonable efforts to assist Shipper in obtaining interim services during the period of construction of facilities necessary to implement Shipper's Increase Rights.
- 3.C.7 Nothing in this Agreement shall prohibit Shipper from subscribing to Transporters' or third parties' other services, including subscribing for services from Transporter or third parties in lieu of exercising Increase Rights.
- 3.D Consistent with FERC's regulations and the terms and conditions of Transporter's FERC Gas Tariff, Transporter shall consent to a permanent release of capacity under this Agreement, without further liability to Shipper, to other entities that meet Transporter's creditworthiness standards at the Effective Rates specified in this Agreement, including the surcharge adjustments described in Paragraphs 5.A.2, 5.A.3, and 5A.4.
- 3.D.1 Notwithstanding the provisions of Paragraph 3.D above, Transporter agrees not to seek reimbursement from Shipper in the event of a payment default by a Replacement Shipper if the following conditions are met: (a) the release is non-recallable and for a term of one (1) year or more; (b) the Replacement Shipper meets Transporter's then-current creditworthiness standards, applied on a non-discriminatory basis considering the overall term and quantity being released; and (c) Shipper agrees to assign to Transporter all of its contractual rights to seek

Date: June 1, 2001

Contract No.: 5450

Amendment No.: 3

collection of the unpaid charges from the Replacement Shipper. With regard to Paragraph 3.D.1(b) above, it is recognized by Shipper that, under Section 18.5 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter is not obligated to commence new service unless a shipper demonstrates creditworthiness in light of, among other things, prudent credit analysis of information available.

4. TERM OF AGREEMENT:

June 1, 2001 to

March 31, 2010

5. RATES:

The following rate provisions are established pursuant to Section 30, Fourth Revised Sheet No. 188 of Transporter's FERC Gas Tariff. Notwithstanding anything to the contrary set forth above or in Transporter's FERC Gas Tariff (including the applicable rate schedule), Shipper shall pay Transporter for the services hereunder in accordance with the following provisions:

- 5.A The transportation under this agreement for the period of June 1, 2001 to March 31, 2010, Shipper will be charged a Base Tariff Reservation Rate ("Monthly Reservation Charge") equal to \$9.8580. In addition, Shipper will be charged a Commodity Charge equal to \$0.0160. The Monthly Reservation Charge and Commodity Charge shall herein be referred to as "Effective Rates." Shipper shall not be responsible for GRI surcharges, unless and to the extent that Transporter is required to collect and/or remit such charges to GRI.
- 5.A.1 If fuel charges are applicable pursuant to the provisions of Transporter's FERC Gas Tariff, services provided under this Agreement shall be subject to applicable Transporter's Use % retentions as specified and in effect from time to time in Transporter's FERC Gas Tariff.
- 5.A.2 In addition to the Effective Rates stated in Paragraph 5.A above, Shipper will pay GSR and Dakota monthly reservation surcharges equal to the lesser of (i) surcharges in effect pursuant to the provisions of Transporter's FERC Gas Tariff at the time or (ii) \$0.0100 and \$0.1330 for GSR and Dakota charges respectively. In addition, Shipper will pay the ACA charge at the rate approved by the FERC.

Date: June 1, 2001

Contract No.: 5450

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GSR, Dakota and ACA surcharges are herein referred to as "Current Surcharges".

- 5.A.3 Except as specifically provided herein, beginning June 1, 2001, Shipper shall not pay any surcharges in excess of Current Surcharges, or any new surcharges not in effect as of November 5, 1999 ("Additional Surcharges"). If Transporter is required by FERC or any other regulatory body to impose such Additional Surcharges on Shipper, Transporter agrees that it will adjust, upward or downward, the applicable Monthly Reservation Charges under this Agreement and/or Agreement Nos. 1500, 1600, 2400, 2430, 5500, 12000, 100327, 100966, 51500, 30800, 99515, 104403, 104404 and 104405, to assure that the parties remain Revenue Neutral. Revenue Neutral means that, for the applicable month, taking in to account Shipper's exercise of Reduction Rights and Increase Rights, as defined in Paragraphs 3.B and 3.C above, and permanent assignments undertaken, the total amount paid to Transporter in that month is the same as would have been paid to Transporter for services actually provided under this Agreement and Agreement Nos. 1500, 1600, 2400, 2430, 5500, 12000, 100327, 100966, 51500, 30800, 99515, 104403, 104404 and 104405, based on the applicable Effective Rates with no Additional Surcharges being imposed. Transporter will calculate, and Shipper shall verify using actual monthly data, the positive or negative difference calculated on a monthly basis between the amounts charged and the amount required to be charged so that each party will remain Revenue Neutral. Transporter will reflect such net differences in billing statements to Shipper as soon as reasonably practical. By December 1 and May 1 of each year, any net differential outstanding, derived by netting the monthly positive and negative differences, not yet reflected in billing statements to Shipper for the previous five (5) month or seven (7) month periods, as applicable, will be applied as either a credit or a debit to the succeeding month's (January or June, as applicable) invoice. Notwithstanding the foregoing, Transporter may be entitled to collect from Shipper surcharges that Transporter is required by FERC or any other regulatory body to impose on Shipper and other similarly situated shippers when monies collected are remitted to a governmental authority ("Governmental Authority Surcharge") only as described in Paragraph 5.A.4 below.
- 5.A.4 Transporter shall be entitled to collect from Shipper Governmental Authority Surcharges only if such surcharge is mandated by FERC or other regulatory body to be recovered from Shipper and similarly situated shippers on a uniform basis applied to all interstate natural gas pipelines and is required to be remitted to a governmental authority or third party. Such surcharge shall not be paid if it is associated with Transporter's costs of providing transportation, storage and no-

Date: June 1, 2001

**Contract No.: 5450
Amendment No.: 3**

notice services pursuant to all underlying service agreements. By way of example, the ACA surcharge would constitute such a surcharge. Again by way of example, because collection is not mandated by the FERC, GRI surcharges do not constitute as of November 5, 1999, Governmental Authority Surcharges. 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 relationship to costs paid by Transporter for services on other pipeline systems are not Governmental Authority Surcharges.

5.A.5 For all transportation service under this Agreement, Shipper and any Replacement Shipper(s) shall have the right to utilize any Secondary Receipt Points and Secondary Delivery Points at the applicable Effective Rates, plus any incremental zone charges at applicable FERC Gas Tariff rates.

5.B Except as provided in Paragraphs 5.A.2, 5.A.3 and 5.A.4 above, these rates shall remain fixed during the term of this Agreement and will not be subject to change or modification in a rate case filed pursuant to Section 4 of the Natural Gas Act.

6. INCORPORATION BY REFERENCE:

Except as modified in this Agreement, 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_{tm}. 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
9 Greenway Plaza
Houston, Texas 77046
Attention: Transportation Services

Date: June 1, 2001

Contract No.: 5450

Amendment No.: 3

SHIPPER:

WISCONSIN PUBLIC SERVICE CORPORATION
700 N ADAMS ST
P.O. BOX 19002
GREEN BAY, WI 54307-9002
Attention: PATRICK FOX

Telephone: 920-433-7697
Fax: 920-433-4986

INVOICES AND STATEMENTS:

WISCONSIN PUBLIC SERVICE CORPORATION
700 N ADAMS ST
P.O. BOX 19800
GREEN BAY, WI 54307-9004
Attention: ACCOUNTS PAYABLE

Telephone: 920-433-2929
Fax: 920-433-1436

NOMINATIONS:

WISCONSIN PUBLIC SERVICE CORPORATION
700 N ADAMS ST
P.O. BOX 19002
GREEN BAY, WI 54307-9002
Attention: PATRICK FOX

Telephone: 920-433-7697
Fax: 920-433-4986

Date: June 1, 2001

Contract No.: 5450

Amendment No.: 3

ALL OTHER MATTERS:

WISCONSIN PUBLIC SERVICE CORPORATION

700 N ADAMS ST

P.O. BOX 19002

GREEN BAY, WI 54307-9002

Attention: PATRICK FOX

Telephone: 920-433-7697

Fax: 920-433-4986

8. FURTHER AGREEMENT:

- 8.A If Transporter enhances or improves any of its services in effect as of November 5, 1999, Shipper shall have the right to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.
- 8.B Shipper's existing gates and all new Shipper gates will be operated as a single Delivery Point under all applicable ETS service agreements, which is known and referred to in this Agreement as WPSC Group 1 ("WPSC Group 1"), unless Transporter is physically or operationally unable to do so because one of the following occurs: (a) a new third party pipeline is constructed that interconnects with Shipper's system or a third party pipeline that interconnects with Shipper's system is expanded and, as a result, there are significant verifiable changes from historical patterns in flow into Shipper's system; or (b) a significant load increase (i.e., a 200 MW net electric or larger power generating facility commences commercial operation) at a Shipper gate station that results in a verifiable significant change in the flow pattern on Transporter's system.
- 8.B.1 If either item (a) or (b) of Paragraph 8.B occurs, only the affected Gate Station may be deleted from WPSC Group 1. In the event any Gate Station is disaggregated from WPSC Group 1, Shipper shall have the right, at its election and selection and subject to the availability of capacity at a Gate Station, to prorate the Delivery Point MDQ's under its service agreements, including the NNS agreement between WPSC Group 1 and any such disaggregated Gate Station.

Date: June 1, 2001

Contract No.: 5450

Amendment No.: 3

- 8.B.2 Planned load changes of up to 300 MW net electric generation at DePere Energy Center and the installation of up to 100 MW net electric generation facility at West Marinette shall not justify removal of a Gate Station from WPSC Group 1 as provided for in Paragraph 8.B.
- 8.B.3 Load changes at Gate Stations that result from flows from the joint Wisconsin Public Service Corporation/Wisconsin Electric - Gas Operations pipeline that went into service in December, 1998, which interconnects Great Lakes Gas Transmission Limited Partnership's system at Duck Creek with Shipper's system at Conover, shall not justify removal of a Gate Station from WPSC Group 1 as provided for in Paragraph 8.B.
- 8.C Transporter and Shipper have a proprietary interest in this Agreement. Accordingly, this Agreement shall not be disclosed in whole or in part by either Party, its agent or employees to third parties without the prior written consent of the other party, which consent shall not be withheld unreasonably. Notwithstanding the foregoing, the parties shall have the right to disclose this Agreement to the extent required by any governmental, judicial, or regulatory authority having jurisdiction to require such disclosure.
- 8.D ANR hereby waives Section 22.2 of its FERC Gas Tariff and grants Shipper the right of first refusal as provided in Section 22.
- 8.E Transporter may, in its sole discretion, after consultation with Shipper, file this Agreement with FERC if such filing is required by applicable FERC regulations, in which event the Agreement shall be subject to FERC approval.

06/01/2001 06:43 FAX

037

Date: June 1, 2001

Contract No.: 5450
Amendment No.: 3

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 PUBLIC SERVICE CORPORATION

By: Patrick D Schrickel

Patrick D Schrickel

Title: President and Chief Operating Officer

Date: June 1, 2001

TRANSPORTER: ANR PIPELINE COMPANY

By: V. Larry Smith
V. Larry Smith

Title: Vice President, Commercial Operations

Date: 6/1/01

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)

Contract No: 5450
 Rate Schedule: ETS
 Contract Date: Mar 24, 1997
 Amendment Date: Jun 01, 2001

Receipt Number Name	Delivery Number Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
103702 S W HEADSTATION FROM: Jun 01, 2001	139258 WPSC - GROUP 1 TO: Mar 31, 2010	0	59073	0
103702 S W HEADSTATION FROM: Nov 01, 2000	139258 WPSC - GROUP 1 TO: May 31, 2001	0	59073	0
103702 S W HEADSTATION FROM: May 01, 1997	139258 WPSC - GROUP 1 TO: Oct 31, 2000	0	39949	29235

Date: June 1, 2001

**Contract No.: 5500
Amendment No. 6**

ETS SERVICE AGREEMENT

This **AMENDED AND RESTATED AGREEMENT** is entered into by ANR PIPELINE COMPANY (Transporter) and WISCONSIN PUBLIC SERVICE CORPORATION (Shipper) effective June 1, 2001. The provisions contained in this **AMENDED AND RESTATED AGREEMENT** represent the Agreement between the parties in its entirety and supercedes any prior agreements associated with services provided hereunder.

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 except as modified herein, 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:

- 3.A** The contract Quantities in effect for services under this Agreement are shown on the attached Primary Route Exhibit.
- 3.B** Shipper and Transporter agree that the MDQ under this Agreement will be increased or decreased with a corresponding change in Transporter's Use % in order that Shipper will be able to fully utilize its transportation capacity on Viking Gas Transmission Company. Shipper and Transporter also agree that ETS

Date: June 1, 2001

Contract No.: 104404

Amendment No: 2

FTS - 1 SERVICE AGREEMENT

THIS AMENDED AND RESTATED AGREEMENT is entered into by ANR PIPELINE Company (Transporter) and WISCONSIN PUBLIC SERVICE CORPORATION (Shipper), effective June 1, 2001. The provisions contained in this **AMENDED AND RESTATED AGREEMENT** represents the Agreement between the parties in its entirety and supersedes any prior agreements associated with services provided hereunder.

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 except as modified herein, and General Terms and Conditions of Transporter's FERC Gas Tariff constitute the transportation service to be provided and the rights and obligations of Shipper and Transporter.

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

284G
2. **RATE SCHEDULE: Firm Transportation Service (FTS - 1)**
3. **CONTRACT QUANTITIES:**
 - 3.A The Contract Quantities in effect for services under this Agreement are shown on the attached Primary Route Exhibit.
 - 3.B Provided the effective date of any service reduction provided for herein shall not occur prior to April 1, 2004, Shipper shall have the unilateral option, which may

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)

Contract No: 104403
Rate Schedule: ETS
Contract Date: Jan 19, 2000
Amendment Date: Jun 01, 2001

Receipt Number Name	Delivery Number Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
243097 ANR JOLIET HUB FROM: Apr 01, 2001	139258 WPSC - GROUP 1 TO: Oct 31, 2010	67990	0	0
243097 ANR JOLIET HUB FROM: Nov 01, 2000	139258 WPSC - GROUP 1 TO: Mar 31, 2001	67986	0	0

Date: June 1, 2001

**Contract No.: 104404
Amendment No: 2**

be exercised upon no less than ninety (90) days prior written notice to Transporter, to reduce the quantities under the service agreements described in this Paragraph 3.B ("Reduction Rights"). The Reduction Rights give Shipper the right to reduce each year the quantities, up to an aggregate annual MDQ reduction of 34,587 Dth/day, under any or all of the following service agreements (the "Specified Service Agreements"). Specified Service Agreements include Agreement Nos. 1600, 5450, 5500, 12000, 104403 and 104405.

- 3.B.1 In exercising its Reduction Rights, Shipper may not reduce the quantities in any year under any individual Specified Service Agreement by more than fifteen (15) percent of the MDQ under contract on March 31, 2004 as shown on the Primary Route Exhibit attached to each Specified Service Agreement, and no more than fifty-seven (57) percent of the MDQ under contract on March 31, 2004 as shown on the Primary Route Exhibit attached to each Service Agreement over its term. As to Shipper's right to reduce quantities under any individual Specified Service Agreement by fifteen (15) percent per year, any rights not exercised in one or more years may be carried forward to any one or more subsequent years, up to the aggregate fifty-seven (57) percent cap. Notwithstanding the foregoing, Shipper may not reduce the service MDQs under the Specified Service Agreements in aggregate over the term of this Agreement by more than a total of 172,934 Dth/day.
- 3.B.2 If reduction rights are exercised under Agreement No. 5450, then the service quantity under this Agreement shall be proportionately reduced so that the service quantities under these two service agreements remain proportionately the same. This Agreement becomes effective April 1, 2003 and replaces Agreement No. 2430. Proportionate reductions that may occur under this Agreement shall not be considered against the annual 34,587 Dth/day limit described in Paragraph 3.B or the aggregate 172,934 Dth/day limit described in Paragraph 3.B.1.
- 3.B.3 The automatic proportional reduction of this Agreement, shall be effective on the November 1 following the date of expiration of the ninety (90) day notice period pursuant to Paragraph 3.B.
- 3.B.4 Any Reduction Rights exercised pursuant to Paragraph 3.B.2 above carried forward from one or more previous years and exercised in one year shall not be considered against that year's annual 34,587 Dth/day limit as provided in Paragraph 3.B above.
- 3.C Subject to the conditions described in this Paragraph 3.C, Shipper shall have the

Date: June 1, 2001

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unilateral option, which may be exercised upon no less than four (4) months prior written notice to Transporter, unless said notice period is waived by Transporter, to increase the quantities under certain service agreements and to restore service quantities previously reduced as described herein ("Increase Rights"). Such Increase Rights permit Shipper to increase the quantities under the Specified Service Agreements up to an aggregate annual amount of 34,587 Dth/day.

If service quantities under Agreement No. 5450 are increased, then the service quantities under Agreement No. 2430 or this Agreement will automatically be proportionately increased.

If Shipper has exercised Reduction Rights for any quantities under one or more of the Specified Service Agreements, and capacity is available on the previously reduced routes, Shipper must increase quantities from any previously reduced Specified Service Agreements, as well as, proportionate increases under this Agreement, prior to increasing quantities under other Specified Service Agreements. If quantities under more than one Specified Service Agreement have been previously reduced, Shipper shall have the unilateral right to determine which of the previously reduced Specified Service Agreement services to increase, subject to the availability of capacity on the selected route.

- 3.C.1 The automatic proportional increase of this Agreement shall be effective on the November 1 following the date of expiration of the four (4) month notice period pursuant to Paragraph 3.C.
- 3.C.2 Shipper's Increase Rights are subject to: (a) the availability of capacity for the particular service at the time Shipper provides notice of its option to implement its Increase Rights; or (b) the construction and placing into service of new facilities to provide the requested service as described in Paragraphs 3.C.4, 3.C.5 and 3.C.6 below.
- 3.C.3 Provided no construction is required for Transporter to provide service to Shipper pursuant to Shipper's exercise of Increase Rights, the term for such increased service shall be, at Shipper's election: (a) five (5) years; or (b) co-terminus with the term of the service agreement for the service Shipper has elected to increase. The rates for any services executed pursuant to the exercise of Increase Rights where no construction is necessary shall be the Effective Rates.
- 3.C.4 If construction is required to fulfill Shipper's request for Increase Rights under this Agreement, then, subject to execution of the agreement described in

Date: June 1, 2001

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Paragraph 3.C.5 below and the receipt and acceptance of all necessary regulatory approvals, Transporter will proceed to construct the facilities necessary to provide the requested service.

- 3.C.5 If Shipper and Transporter execute an agreement pursuant to which Shipper agrees to contract with Transporter for transportation service at a rate and for a term sufficient to economically justify the construction of the facilities required to provide the requested service, as determined by Transporter in its reasonable discretion exercised in good faith, Transporter will promptly seek all necessary regulatory authorizations to construct, own and operate the necessary facilities. Transporter will make reasonable efforts to construct the necessary facilities to provide the requested service within three (3) years after Shipper's request, provided that all necessary regulatory approvals have been received and accepted. Transporter agrees to file promptly for all regulatory authorizations necessary to construct the required facilities.
- 3.C.6 Transporter agrees, if requested by Shipper, to use reasonable efforts to assist Shipper in obtaining interim services during the period of construction of facilities necessary to implement Shipper's Increase Rights.
- 3.C.7 Nothing in this Agreement shall prohibit Shipper from subscribing to Transporters' or third parties' other services, including subscribing for services from Transporter or third parties in lieu of exercising Increase Rights.
- 3.D Consistent with FERC's regulations and the terms and conditions of Transporter's FERC Gas Tariff, Transporter shall consent to a permanent release of capacity under this Agreement, without further liability to Shipper, to other entities that meet Transporter's creditworthiness standards at the Effective Rates specified in this Agreement, including the surcharge adjustments described in Paragraphs 5.A.2, 5.A.3 and 5.A.4.
- 3.D.1 Notwithstanding the provisions of Paragraph 3.D above, Transporter agrees not to seek reimbursement from Shipper in the event of a payment default by a Replacement Shipper if the following conditions are met: (a) the release is non-recallable and for a term of one (1) year or more; (b) the Replacement Shipper meets Transporter's then-current creditworthiness standards, applied on a non-discriminatory basis considering the overall term and quantity being released; and (c) Shipper agrees to assign to Transporter all of its contractual rights to seek collection of the unpaid charges from the Replacement Shipper. With regard to Paragraph 3.D.1(b) above, it is recognized by Shipper that, under Section 18.5 of

Date: June 1, 2001

Contract No.: 104404

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the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter is not obligated to commence new service unless a shipper demonstrates creditworthiness in light of, among other things, prudent credit analysis of information available.

4. TERM OF AGREEMENT:

April 1, 2003 to

March 31, 2010

5. RATES:

The following rate provisions are established pursuant to Section 30, Fourth Revised Sheet No. 188 of Transporter's FERC Gas Tariff. Notwithstanding anything to the contrary set forth above or in Transporter's FERC Gas Tariff (including the applicable rate schedule), Shipper shall pay Transporter for the services hereunder in accordance with the following provisions:

- 5.A For the period of April 1, 2003 to March 31, 2010 for Transportation Service under this Agreement, Shipper will be charged a Base Tariff Reservation Rate ("Monthly Reservation Charge") equal to \$9.2500. In addition, Shipper will be charged a Commodity Charge equal to \$0.0160. The Monthly Reservation Charge and Commodity Charge shall herein be referred to as "Effective Rates." Shipper shall not be responsible for GRI surcharges, unless and to the extent that Transporter is required to collect and/or remit such charges to GRI.
- 5.A.1 If fuel charges are applicable pursuant to the provisions of Transporter's FERC Gas Tariff, services provided under this Agreement shall be subject to applicable Transporter's Use % retentions as specified and in effect from time to time in Transporter's FERC Gas Tariff.
- 5.A.2 In addition to the Effective Rates stated in Paragraph 5.A. above, Shipper will pay GSR and Dakota monthly reservation surcharges equal to the lesser of (i) surcharges in effect pursuant to the provisions of Transporter's FERC Gas Tariff at the time or (ii) \$0.0100 and \$0.1330 for GSR and Dakota charges respectively. In addition, Shipper will pay the ACA charge at the rate approved by the FERC. GSR, Dakota and ACA surcharges are herein referred to as "Current Surcharges".
- 5.A.3 Except as specifically provided herein, beginning June 1, 2001, Shipper shall not pay any surcharges in excess of Current Surcharges, or any new surcharges not in

Date: June 1, 2001

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effect as of November 5, 1999 ("Additional Surcharges"). If Transporter is required by FERC or any other regulatory body to impose such Additional Surcharges on Shipper, Transporter agrees that it will adjust, upward or downward, the applicable Monthly Reservation Charges under this Agreement and/or Agreement Nos. 1500, 1600, 2400, 2430, 5450, 5500, 12000, 51500, 100327, 100966, 30800, 99515, 104403 and 104405 to assure that the parties remain Revenue Neutral. Revenue Neutral means that, for the applicable month, taking in to account Shipper's exercise of Reduction Rights and Increase Rights, as defined in Paragraphs 3.B and 3.C above, and permanent assignments undertaken, the total amount paid to Transporter in that month is the same as would have been paid to Transporter for services actually provided under this Agreement and Agreement Nos. 1500, 1600, 2400, 2430, 5450, 5500, 12000, 51500, 100327, 100966, 30800, 99515, 104403 and 104405 based on the applicable Effective Rates with no Additional Surcharges being imposed. Transporter will calculate, and Shipper shall verify using actual monthly data, the positive or negative difference calculated on a monthly basis between the amounts charged and the amount required to be charged so that each party will remain Revenue Neutral. Transporter will reflect such net differences in billing statements to Shipper as soon as reasonably practical. By December 1 and May 1 of each year, any net differential outstanding, derived by netting the monthly positive and negative differences, not yet reflected in billing statements to Shipper for the previous five (5) month or seven (7) month periods, as applicable, will be applied as either a credit or a debit to the succeeding month's (January or June, as applicable) invoice. Notwithstanding the foregoing, Transporter may be entitled to collect from Shipper surcharges that Transporter is required by FERC or any other regulatory body to impose on Shipper and other similarly situated shippers when monies collected are remitted to a governmental authority ("Governmental Authority Surcharge") only as described in Paragraph 5.A.4 below.

- 5.A.4 Transporter shall be entitled to collect from Shipper Governmental Authority Surcharges only if such surcharge is mandated by FERC or other regulatory body to be recovered from Shipper and similarly situated shippers on a uniform basis applied to all interstate natural gas pipelines and is required to be remitted to a governmental authority or third party. Such surcharge shall not be paid if it is associated with Transporter's costs of providing transportation, storage and no-notice services pursuant to all underlying service agreements. By way of example, the ACA surcharge would constitute such a surcharge. Again by way of example, because collection is not mandated by the FERC, GRI surcharges do not constitute, as of November 5, 1999, Governmental Authority Surcharges. New surcharges that are specific to Transporter's system and/or that have any

Date: June 1, 2001

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relationship to the costs of operating Transporter's pipeline system, storage facilities, etc. and/or that have any relationship to costs paid by Transporter for services on other pipeline systems are not Governmental Authority Surcharges.

5.A.5 For all transportation service under this Agreement, Shipper and any Replacement Shipper(s) shall have the right to utilize any Secondary Receipt Points and Secondary Delivery Points at the applicable Effective Rates, plus any incremental zone charges at applicable FERC Gas Tariff rates.

5.B Except as provided in Paragraphs 5.A.2, 5.A.3 and 5.A.4 above, these rates shall remain fixed during the term of this Agreement and will not be subject to change or modification in a rate case filed pursuant to Section 4 of the Natural Gas Act.

6. INCORPORATION BY REFERENCE:

Except as modified in this Agreement, 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
9 Greenway Plaza
Houston, Texas 77046
Attention: Transportation Service

Date: June 1, 2001

Contract No.: 104404

Amendment No: 2

SHIPPER:

WISCONSIN PUBLIC SERVICE CORPORATION
700 N ADAMS ST
P.O. Box 19002
GREEN BAY, WI 54307-9002
Attention: PATRICK FOX

Telephone: 920-433-7697
Fax: 920-433-4986

INVOICES AND STATEMENTS:

WISCONSIN PUBLIC SERVICE CORPORATION
700 N ADAMS ST
P.O. Box 19002
GREEN BAY, WI 54307-9002
Attention: ACCOUNTS PAYABLE

Telephone: 920-433-2929
Fax: 920-433-1436

NOMINATIONS:

WISCONSIN PUBLIC SERVICE CORPORATION
700 N ADAMS ST
P.O. Box 19002
GREEN BAY, WI 54307-9002
Attention: PATRICK FOX

Telephone: 920-433-7697
Fax: 920-433-4986

Date: June 1, 2001

Contract No.: 104404

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ALL OTHER MATTERS:

WISCONSIN PUBLIC SERVICE CORPORATION

700 N ADAMS ST

P.O. Box 19002

GREEN BAY, WI 54307-9002

Attention: PATRICK FOX

Telephone: 920-433-7697

Fax: 920-433-4986

8. FURTHER AGREEMENT:

- 8.A If Transporter enhances or improves any of its services in effect as of November 5, 1999, Shipper shall have the right to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to service agreements. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.
- 8.B Transporter and Shipper have a proprietary interest in this Agreement. Accordingly, this Agreement shall not be disclosed in whole or in part by either Party, its agent or employees to third parties without the prior written consent of the other party, which consent shall not be withheld unreasonably. Notwithstanding the foregoing, the parties shall have the right to disclose this Agreement to the extent required by any governmental, judicial, or regulatory authority having jurisdiction to require such disclosure.
- 8.C ANR hereby waives Section 22.2 of its FERC Gas Tariff and grants Shipper the right of first refusal as provided in Section 22.
- 8.D Transporter may, in its sole discretion, after consultation with Shipper, file this Agreement with FERC if such filing is required by applicable FERC regulations, in which event the Agreement shall be subject to FERC approval.

06/01/2001 07:10 FAX

0011

Date: June 1, 2001

Contract No.: 104404
Amendment No: 2

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

SHIPPER: WISCONSIN PUBLIC SERVICE CORPORATION

By: Patrick D Schrickel
Patrick D Schrickel
Title: President and Chief Operating Officer

Date: June 1, 2001

TRANSPORTER: ANR PIPELINE COMPANY

By: V. Larry Smith
V. Larry Smith
Title: Vice President, Commercial Operations
Date: 6/1/01

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)

Contract No: 104404
 Rate Schedule: FTS-1
 Contract Date: Jan 19, 2000
 Amendment Date: Jun 01, 2001

Receipt Number Name	Delivery Number Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
103702 S W HEADSTATION FROM: Apr 01, 2003	153808 ANRPL STORAGE FACILITIES TO: Mar 31, 2010	0	0	52939

Date: June 01, 2001

Contract No.: 104405

Amendment No: 2

FTS - 1 SERVICE AGREEMENT

This **AMENDED AND RESTATED AGREEMENT** is entered into by ANR PIPELINE COMPANY (Transporter) and WISCONSIN PUBLIC SERVICE CORPORATION (Shipper) effective June 1, 2001. The provisions contained in this **AMENDED AND RESTATED AGREEMENT** represent the Agreement between the parties in its entirety and supersedes any prior agreements associated with services provided hereunder.

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 except as modified herein, and General Terms and Conditions of Transporter's FERC Gas Tariff constitute the transportation service to be provided and the rights and obligations of Shipper and Transporter.

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

284G

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

3. **CONTRACT QUANTITIES:**

3.A The Contract Quantities in effect for services under this Agreement are shown on the attached Primary Route Exhibit.

3.B Provided the effective date of any service reduction provided for herein shall not occur prior to April 1, 2004, Shipper shall have the unilateral option, which may be exercised upon no less than ninety (90) days' prior written notice to Transporter, to reduce the quantities under the service agreements described in this Paragraph 3.B ("Reduction Rights"). The Reduction Rights give Shipper the right to reduce each year the quantities, up to an aggregate annual MDQ reduction of 34,587 Dth/day, under any or all of the following service

Date: June 01, 2001

Contract No.: 104405
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agreements (the "Specified Service Agreements"). Specified Service Agreements include this Agreement and Agreement Nos. 1600, 5450, 5500, 12000 and 104403.

- 3.B.1 In exercising its Reduction Rights, Shipper may not reduce the quantities in any year under any individual Specified Service Agreement by more than fifteen (15) percent of the MDQ under contract on March 31, 2004 as shown on the Primary Route Exhibit attached to each Specified Service Agreement, and no more than fifty-seven (57) percent of the MDQ under contract on March 31, 2004 as shown on the Primary Route Exhibit attached to each Specified Service Agreement over its term. As to Shipper's right to reduce quantities under any individual Specified Service Agreement by fifteen (15) percent per year, any rights not exercised in one or more years may be carried forward to any one or more subsequent years, up to the aggregate fifty-seven (57) percent cap. Notwithstanding the foregoing, Shipper may not reduce the service MDQs under the Specified Service Agreements in aggregate over the term of this Agreement by more than a total of 172,934 Dth/day.
- 3.B.2 If Reduction Rights are exercised under this Agreement or Agreement No. 1600, service quantities under the FSS Agreement No. 30800, shall be proportionally reduced so that storage service quantities, including storage capacity and deliverability quantities, and related transportation services quantities remain proportionately the same and so that FSS Seasonal and FSS Annual storage services quantities remain proportionally the same.
- 3.B.3 Reduction Rights exercised for this Agreement, and the automatic proportional reduction of the FSS Agreement No. 30800, will be effective on the April 1 following the date of expiration of the ninety (90) day notice period pursuant to Paragraph 3.B.
- 3.B.4 Any Specified Service Agreement Reduction Rights and Reduction Rights exercised pursuant to Paragraph 3.B.2 above carried forward from one or more previous years and exercised in one year shall not be considered against that year's annual 34,587 Dth/day limit as provided in Paragraph 3.B above.
- 3.C Subject to the conditions described in this Paragraph 3.C, Shipper shall have the unilateral option, which may be exercised upon no less than four (4) months prior written notice to Transporter, unless said notice period is waived by Transporter, to increase the quantities under certain service agreements and to restore service quantities previously reduced as described herein ("Increase

Date: June 01, 2001

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Rights"). Such Increase Rights permit Shipper to increase the quantities under this Agreement and the other Specified Service Agreements up to an aggregate annual amount of 34,587 Dth/day.

If service quantities under this Agreement, Agreement No. 1600 or Agreement No. 100966 are increased, then the service quantities under FSS Agreement No. 30800 will automatically be proportionately increased.

If Shipper has exercised Reduction Rights for any quantities under one or more of the Specified Service Agreements, and capacity is available on the previously reduced routes, Shipper must increase quantities from any previously reduced Specified Service Agreements prior to increasing quantities under other Specified Service Agreements. If quantities under more than one Specified Service Agreement have been previously reduced, Shipper shall have the unilateral right to determine which of the previously reduced Specified Service Agreement services to increase, subject to the availability of capacity on the selected route.

- 3.C.1 Increase Rights exercised for this Agreement, and the automatic proportional increase of FSS Agreement No. 30800 will be effective on the April 1 following the date of expiration of the four (4) month notice period pursuant to Paragraph 3.C.
- 3.C.2 Shipper's Increase Rights are subject to: (a) the availability of capacity for the particular service at the time Shipper provides notice of its option to implement its Increase Rights; or (b) the construction and placing into service of new facilities to provide the requested service as described in Paragraphs 3.C.4, 3.C.5 and 3.C.6 below.
- 3.C.3 Provided no construction is required for Transporter to provide service to Shipper pursuant to Shipper's exercise of Increase Rights, the term for such increased service shall be, at Shipper's election: (a) five (5) years; or (b) co-terminus with the term of the service agreement for the service Shipper has elected to increase. The rates for any services executed pursuant to the exercise of Increase Rights where no construction is necessary shall be the Effective Rates.
- 3.C.4 If construction is required to fulfill Shipper's request for Increase Rights under this Agreement, then, subject to execution of the agreement described in Paragraph 3.C.5 below and the receipt and acceptance of all necessary regulatory

Date: June 01, 2001

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approvals, Transporter will proceed to construct the facilities necessary to provide the requested service.

- 3.C.5 If Shipper and Transporter execute an agreement pursuant to which Shipper agrees to contract with Transporter for transportation service at a rate and for a term sufficient to economically justify the construction of the facilities required to provide the requested service, as determined by Transporter in its reasonable discretion exercised in good faith, Transporter will promptly seek all necessary regulatory authorizations to construct, own and operate the necessary facilities. Transporter will make reasonable efforts to construct the necessary facilities to provide the requested service within three (3) years after Shipper's request, provided that all necessary regulatory approvals have been received and accepted. Transporter agrees to file promptly for all regulatory authorizations necessary to construct the required facilities.
- 3.C.6 Transporter agrees, if requested by Shipper, to use reasonable efforts to assist Shipper in obtaining interim services during the period of construction of facilities necessary to implement Shipper's Increase Rights.
- 3.C.7 Nothing in this Agreement shall prohibit Shipper from subscribing to Transporters' or third parties' other services, including subscribing for services from Transporter or third parties in lieu of exercising Increase Rights.
- 3.D Consistent with FERC's regulations and the terms and conditions of Transporter's FERC Gas Tariff, Transporter shall consent to a permanent release of capacity under this Agreement, without further liability to Shipper, to other entities that meet Transporter's creditworthiness standards at the Effective Rates specified in this Agreement, including the surcharge adjustments described in Paragraphs 5.A.2, 5.A.3 and 5.A.4.
- 3.D.1 Notwithstanding the provisions of Paragraph 3.D above, Transporter agrees not to seek reimbursement from Shipper in the event of a payment default by a Replacement Shipper if the following conditions are met: (a) the release is non-recallable and for a term of one (1) year or more; (b) the Replacement Shipper meets Transporter's then-current creditworthiness standards, applied on a non-discriminatory basis considering the overall term and quantity being released; and (c) Shipper agrees to assign to Transporter all of its contractual rights to seek collection of the unpaid charges from the Replacement Shipper. With regard to Paragraph 3.D.1(b) above, it is recognized by Shipper that, under Section 18.5 of the General Terms and Conditions of Transporter's FERC Gas Tariff,

Date: June 01, 2001

Contract No.: 104405

Amendment No: 2

Transporter is not obligated to commence new service unless a shipper demonstrates creditworthiness in light of, among other things, prudent credit analysis of information available.

4. TERM OF AGREEMENT:

June 1, 2001 to

March 31, 2010

5. RATES:

The following rate provisions are established pursuant to Section 30, Fourth Revised Sheet No. 188 of Transporter's FERC Gas Tariff. Notwithstanding anything to the contrary set forth above or in Transporter's FERC Gas Tariff (including the applicable rate schedule), Shipper shall pay Transporter for the services hereunder in accordance with the following provisions:

- 5.A For the period of June 1, 2001 to March 31, 2010 for Transportation Service under this Agreement, Shipper will be charged a Base Tariff Reservation Rate ("Monthly Reservation Charge") equal to \$3.9950. In addition, Shipper will be charged a Commodity Charge equal to \$0.0075. The Monthly Reservation Charge and Commodity Charge shall herein be referred to as "Effective Rates." Shipper shall not be responsible for GRI surcharges, unless and to the extent that Transporter is required to collect and/or remit such charges to GRI.
- 5.A.1 If fuel charges are applicable pursuant to the provisions of Transporter's FERC Gas Tariff, services provided under this Agreement shall be subject to applicable Transporter's Use % retentions as specified and in effect from time to time in Transporter's FERC Gas Tariff.
- 5.A.2 In addition to the Effective Rates stated above, Shipper will pay GSR and Dakota monthly reservation surcharges equal to the lesser of (i) surcharges in effect pursuant to the provisions of Transporter's FERC Gas Tariff at the time or (ii) \$0.0100 and \$0.1330 for GSR and Dakota charges respectively. In addition, Shipper will pay the ACA charge at the rate approved by the FERC. GSR, Dakota and ACA surcharges are herein referred to as "Current Surcharges".
- 5.A.3 Except as specifically provided herein, beginning June 1, 2001, Shipper shall not pay any surcharges in excess of Current Surcharges, or any new surcharges not in effect as of November 5, 1999 ("Additional Surcharges"). If Transporter is required by FERC or any other regulatory body to impose such Additional

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Surcharges on Shipper, Transporter agrees that it will adjust, upward or downward, the applicable Monthly Reservation Charges under this Agreement and/or Agreement Nos. 1500, 1600, 2400, 2430, 5450, 5500, 12000, 30800, 51500, 99515, 100327, 100966, 104403 and 104404 to assure that the parties remain Revenue Neutral. Revenue Neutral means that, for the applicable month, taking in to account Shipper's exercise of Reduction Rights and Increase Rights as defined in Paragraphs 3.B and 3.C above, and permanent assignments undertaken, the total amount paid to Transporter in that month is the same as would have been paid to Transporter for services actually provided under this Agreement and Agreement Nos. 1500, 1600, 2400, 2430, 5450, 5500, 12000, 30800, 51500, 99515, 100327, 100966, 104403 and 104404 based on the applicable Effective Rates with no Additional Surcharges being imposed. Transporter will calculate, and Shipper shall verify using actual monthly data, the positive or negative difference calculated on a monthly basis between the amounts charged and the amount required to be charged so that each party will remain Revenue Neutral. Transporter will reflect such net differences in billing statements to Shipper as soon as reasonably practical. By December 1 and May 1 of each year, any net differential outstanding, derived by netting the monthly positive and negative differences, not yet reflected in billing statements to Shipper for the previous five (5) month or seven (7) month periods, as applicable, will be applied as either a credit or a debit to the succeeding month's (January or June, as applicable) invoice. Notwithstanding the foregoing, Transporter may be entitled to collect from Shipper surcharges that Transporter is required by FERC or any other regulatory body to impose on Shipper and other similarly situated shippers when monies collected are remitted to a governmental authority ("Governmental Authority Surcharge") only as described in Paragraph 5.A.4 below.

- 5.A.4 Transporter shall be entitled to collect from Shipper Governmental Authority Surcharges only if such surcharge is mandated by FERC or other regulatory body to be recovered from Shipper and similarly situated shippers on a uniform basis applied to all interstate natural gas pipelines and is required to be remitted to a governmental authority or third party. Such surcharge shall not be paid if it is associated with Transporter's costs of providing transportation, storage and no-notice services pursuant to all underlying service agreements. By way of example, the ACA surcharge would constitute such a surcharge. Again by way of example, because collection is not mandated by the FERC, GRI surcharges do not constitute, as of November 5, 1999, Governmental Authority Surcharges. 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

Date: June 01, 2001

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facilities, etc. and/or that have any relationship to costs paid by Transporter for services on other pipeline systems are not Governmental Authority Surcharges.

5.A.5 For all transportation service under this Agreement, Shipper and any Replacement Shipper(s) shall have the right to utilize any Secondary Receipt Points and Secondary Delivery Points at the applicable Effective Rates, plus any incremental zone charges at applicable FERC Gas Tariff rates.

5.B Except as provided in Paragraphs 5.A.2, 5.A.3 and 5.A.4 above, these rates shall remain fixed during the term of this Agreement and will not be subject to change or modification in a rate case filed pursuant to Section 4 of the Natural Gas Act.

6. INCORPORATION BY REFERENCE:

Except as modified in this Agreement, 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_{sm}. 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
9 Greenway Plaza
Houston, Texas 77046
Attention: Transportation Service

Date: June 01, 2001

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SHIPPER:

WISCONSIN PUBLIC SERVICE CORPORATION
700 N ADAMS ST
P.O. Box 19002
GREEN BAY, WI 54307-9002
Attention: PATRICK FOX

Telephone: 920-433-7697
Fax: 920-433-4986

INVOICES AND STATEMENTS:

WISCONSIN PUBLIC SERVICE CORPORATION
700 N ADAMS ST
P.O. Box 19800
GREEN BAY, WI 54307-9004
Attention: ACCOUNTS PAYABLE

Telephone: 920-433-2929
Fax: 920-433-1436

NOMINATIONS:

WISCONSIN PUBLIC SERVICE CORPORATION
700 N ADAMS ST
P.O. Box 19002
GREEN BAY, WI 54307-9002
Attention: PATRICK FOX

Telephone: 920-433-7697
Fax: 920-433-4986

Date: June 01, 2001

Contract No.: 104405

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ALL OTHER MATTERS:

WISCONSIN PUBLIC SERVICE CORPORATION

700 N ADAMS ST

P.O. Box 19002

GREEN BAY, WI 54307-9002

Attention: PATRICK FOX

Telephone: 920-433-7697

Fax: 920-433-4986

8. FURTHER AGREEMENT:

- 8.A If Transporter enhances or improves any of its services in effect as of November 5, 1999, Shipper shall have the right to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.
- 8.B Transporter and Shipper have a proprietary interest in this Agreement. Accordingly, this Agreement shall not be disclosed in whole or in part by either Party, its agent or employees to third parties without the prior written consent of the other party, which consent shall not be withheld unreasonably. Notwithstanding the foregoing, the parties shall have the right to disclose this Agreement to the extent required by any governmental, judicial, or regulatory authority having jurisdiction to require such disclosure.
- 8.C ANR hereby waives Section 22.2 of its FERC Gas Tariff and grants Shipper the right of first refusal as provided in Section 22.
- 8.D Transporter may, in its sole discretion, after consultation with Shipper, file this Agreement with FERC if such filing is required by applicable FERC regulations, in which event the Agreement shall be subject to FERC approval.

06/01/2001 07:13 FAX

022

Date: June 01, 2001

Contract No.: 104405

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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 PUBLIC SERVICE CORPORATION

By: Patrick D Schrickel

Patrick D Schrickel

Title: President and Chief Operating Officer

Date: June 1, 2001

TRANSPORTER: ANR PIPELINE COMPANY

By: V. Larry Smith

V. Larry Smith

Title: Vice President, Commercial Operations

Date: 6/1/01

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)

Contract No: 104405
 Rate Schedule: FTS-1
 Contract Date: Jan 19, 2000
 Amendment Date: Jun 01, 2001

Receipt Number Name	Delivery Number Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: Jun 01, 2001	11616 FARWELL (DELIVERY) TO: Mar 31, 2010	0	7000	0
153808 ANRPL STORAGE FACILITIES FROM: Nov 01, 2000	11616 FARWELL (DELIVERY) TO: May 31, 2001	0	7000	0

Date: June 1, 2001

Contract No.: 105496
Amendment No.: 3

FTS - 1 SERVICE AGREEMENT

This AMENDED AND RESTATED AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and WISCONSIN PUBLIC SERVICE CORP. (Shipper) effective June 1, 2001. The provisions contained in this **AMENDED AND RESTATED AGREEMENT** represent the Agreement between the parties in its entirety and supersedes any prior agreements associated with services provided hereunder.

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

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

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

284G
2. **RATE SCHEDULE: Firm Transportation Service (FTS - 1)**
3. **CONTRACT QUANTITIES:**

Primary Route- See Exhibit attached hereto

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

EXHIBIT 5



ANR Pipeline Company
18000 W. Sarah Ln., Suite 200
Brookfield, WI 53045

Tel 262.792.5400
Fax 262.792.1444

September 10, 2007

Mr. Ron Mosnik
Wisconsin Public Service Corporation
600 North Adams St.
P.O. Box 19002
Green Bay, WI 54307-9002

Re: Contract Reductions

Dear Mr. Mosnik:

Thank you for providing ANR Pipeline Company (ANR) with Wisconsin Public Service Corporation's (WPSC) intended contract modifications in regards to its service portfolio on ANR. This will enable us to plan for the future available capacity on ANR's system. In our discussions and in the schedule you provided, you indicated that WPSC intends to invoke its rights under Section 35.4 of the General Terms and Conditions of ANR's FERC Gas Tariff. Specifically, WPSC states that it wishes to reduce its firm storage contract, #30800, and proportionally reduce the associated withdrawal transportation contract, #1600. WPSC, however, has indicated no reduction in the associated injection transportation contract, #104404.

As we discussed, Section 35.4 (d) requires that all storage and related transportation contracts that contain reduction options be proportionately reduced so that storage service quantities and related transportation quantities remain proportionately the same. Currently effective contract nos. 30800, 1600 and 104404 are all related and all contain the same reduction option. Thus, contract #104404, as well as contract #1600, must be reduced proportionately to the reduction in the storage contract, #30800. The relationship between the storage contract and the injection transportation contract is also evident in the fuel adjustment provision in these contracts, which allows changes to both storage quantities and the MDQ associated with injection routes of the transport agreement, upon changes in ANR's fuel retention percentages.

Please note that ANR is required to follow and enforce its tariff uniformly, and in a non-discriminatory manner. In fact, the agreements in question were amended in 2004 to comply with the Commission's policy that terms and conditions of service, and specifically contract reduction options, be provided in a non-discriminatory manner to all shippers as part of the tariff. Therefore, in order to invoke WPSC's rights under Section 35.4 of the tariff, Contract #104404 must be reduced proportionately to contract #30800 and #1600.

ANR looks forward to discussing this issue with WPSC. Please call me at (262)792-5406 or Bruce Hopper at (262)792-5403 if you have any questions regarding this letter.

Sincerely,

for Kenneth F. Garman
Account Manager

KFG:

c. B. Hopper

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document on the following individuals via e-mail.

Robert D. Jackson
Director, Rates and Regulatory
TransCanada U.S. Pipelines Central
717 Texas Avenue
Houston, TX 77002
Telephone: 832-320-5000
Fax: 832-320-5555
Email: robert_jackson@transcanada.com

Catharine Davis
Associate General Counsel
TransCanada U.S. Pipelines Central
717 Texas Avenue
Houston, TX 77002
Telephone: 832-320-5000
Fax: 832-320-5555
Email: catherine_davis@transcanada.com



Elizabeth W. Whittle

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