



March 31, 2021

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

**Great Lakes Gas Transmission Company**  
700 Louisiana Street, Suite 1300  
Houston, Texas 77002-2700

John A. Roscher  
Director, Rates & Tariffs

**tel** 832.320.5675  
**email** John\_Roscher@tcenergy.com  
**web** www.tcplus.com/Great%20Lakes

Re: Great Lakes Gas Transmission Limited Partnership  
Negotiated Rate Agreement  
Docket No. RP21-\_\_\_\_-000

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act (“NGA”) and Part 154 of the Federal Energy Regulatory Commission’s (“FERC” or “Commission”) regulations,<sup>1</sup> Great Lakes Gas Transmission Limited Partnership (“Great Lakes”) hereby tenders for filing and acceptance revised tariff section “Part 1 – Table of Contents” to be part of its FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”), and one (1) tariff record containing a Rate Schedule FT (“FT”) negotiated rate service agreement (“Agreement”) that Great Lakes has entered into with Wisconsin Electric Power Company (“WEPCO”), both of which are included herein as Appendix A. Great Lakes requests that the Commission accept the proposed tariff section and tariff record, included herein as Appendix A,<sup>2</sup> to become effective April 1, 2021.

### **Correspondence**

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

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<sup>1</sup> 18 C.F.R. Part 154 (2021).

<sup>2</sup> *Electronic Tariff Filings*, 124 FERC ¶ 61,270 (2008) (“Order No. 714”). Order No. 714 at P 42. Order No. 714 states that “Negotiated rate agreements...need not be divided, but can be filed as entire documents.” Great Lakes has elected to file the Agreement included herein as a whole document, in PDF format.

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Director, Rates & Tariffs  
\* Jonathan Scullion  
Manager, Tariffs  
Great Lakes Gas Transmission Limited  
Partnership  
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Legal Counsel  
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Partnership  
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Tel. (832) 320-5879  
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\* Persons designated for official service pursuant to Rule 2010.

### **Statement of the Nature, Reasons and Basis for Filing**

On March 5, 1999,<sup>3</sup> and April 19, 1999, in Docket Nos. RP99-220-000, *et al.*, the Commission approved Section 5.1.4.4 of Rate Schedule FT of Great Lakes' Tariff ("Section 5.1.4.4"), which authorizes Great Lakes to enter into negotiated rate agreements with its shippers.

In accordance with Section 5.1.4.4, Great Lakes is submitting for filing the referenced Agreement as more fully described below:

- Great Lakes is filing WEPCO Contract No. FT0554 as an FT negotiated rate service agreement because the parties have mutually agreed that the Monthly Reservation Fee from the point(s) of primary receipt to the point(s) of primary delivery as listed in Appendix A to the Agreement shall be fixed at \$5.965 per dekatherm plus the applicable utilization charge, fuel, and ACA. Contract No. FT0554 is included in Appendix A as tariff record 8.4.

Great Lakes advises that no undisclosed agreements, etc., are linked to the Agreement.<sup>4</sup> Furthermore, the Agreement included in the instant filing does not contain any provision that is

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<sup>3</sup> *Great Lakes Gas Transmission Limited Partnership*, 86 FERC ¶ 61,234 (1999).

<sup>4</sup> Great Lakes has elected to report the Agreement by filing it in accordance with Section 5.1.4.4. The Agreement provides all of the information required by Section 5.1.4.4, including: (1) the exact legal name of the Shipper; (2) the negotiated rate; (3) the applicable rate schedule; (4) the receipt and delivery points; and (5) the contract quantities.

either non-conforming or a material deviation from the applicable Form of Service Agreement in Great Lakes' Tariff.

To conform with Order No. 714, Great Lakes is submitting the Agreement in its entirety as tariff record 8.4.

### **Effective Date and Request for Waiver**

Great Lakes respectfully requests the Commission accept the Agreement and tariff record, included as Appendix A, to become effective April 1, 2021, and respectfully requests waiver of Section 154.207 of the Commission's regulations to allow for this effective date.<sup>5</sup>

### **Other Filings Which May Affect This Proceeding**

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

### **Contents of Filing**

In accordance with Section 154.7 of the Commission's regulations and Order No. 714, Great Lakes is submitting the following XML filing package, which includes:

1. This transmittal letter;
2. A clean tariff section and tariff record (Appendix A); and
3. A marked tariff section (Appendix B).

### **Certificate of Service**

As required by Sections 154.7(b) and 154.208 of the Commission's regulations, a copy of this filing is being served upon all of Great Lakes' existing customers and interested state regulatory

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<sup>5</sup> See *Statement of Policy on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Services of Natural Gas Pipelines*, 74 FERC ¶ 61,176 at 61,241-242 (1996) (indicating that the Commission will "readily grant requests to waive the 30-day notice requirement").

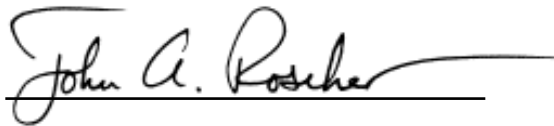
agencies. A copy of this letter, together with any attachments, is available during regular business hours for public inspection at Great Lakes' principal place of business.<sup>6</sup>

Pursuant to Section 385.2005 of the Commission's regulations, the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best of his knowledge and belief. Additionally, the undersigned possesses full power and authority to sign such filing.

Any questions regarding this filing may be directed to Jonathan Scullion at (832) 320-5520.

Respectfully submitted,

GREAT LAKES GAS TRANSMISSION LIMITED PARTNERSHIP  
BY: GREAT LAKES GAS TRANSMISSION COMPANY, ITS OPERATOR

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

John A. Roscher  
Director, Rates & Tariffs

Enclosures

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<sup>6</sup> Due to the Covid-19 pandemic, Great Lakes' principal place of business is closed. When Great Lakes' office reopens, the letter and attachments will be available during normal business hours at Great Lakes' office in Houston, Texas.

# Appendix A

## *Great Lakes Gas Transmission Limited Partnership FERC Gas Tariff, Third Revised Volume No. 1*

### Clean Tariff

<u>Tariff Section</u>	<u>Version</u>
Part 1 – Table of Contents	v.11.0.0

#### Tariff Records

##### Section 8 - Negotiated Rate Agreements

<u>Tariff Record</u>	<u>Shipper</u>	<u>Rate Schedule</u>	<u>Agreement</u>	<u>Version</u>
8.4	Wisconsin Electric Power Company	FT	#FT0554	v.0.0.0

TABLE OF CONTENTS

-----  
Third Revised Volume No. 1

	Section No. -----
Table of Contents.....	1
Preliminary Statement .....	2
Maps	
System Map .....	3.1
Western Zone Map.....	3.2
Central Zone Map .....	3.3
Eastern Zone Map.....	3.4
Statement of Rates	
Rate Schedule FT, LFT, and EFT Rates .....	4.1
Reserved For Future Use .....	4.2
Rate Schedule IT Rates.....	4.3
Rate Schedule PAL Rates .....	4.4
Transporter's Use Percentages .....	4.5
ACA Charges .....	4.6
Negotiated Rates .....	4.7
Non-Conforming Service Agreements .....	4.8
Reserved For Future Use .....	4.9
Rate Schedules	
Rate Schedule FT.....	5.1
Rate Schedule EFT .....	5.2
Rate Schedule LFT .....	5.3
Rate Schedule IT.....	5.4
Rate Schedule PAL.....	5.5
General Terms and Conditions	
Definitions.....	6.1
Request for Service .....	6.2
Nominations, Scheduling and Allocation .....	6.3
Pressure at Points of Receipt and Delivery.....	6.4
Modification of Points of Receipt and Delivery .....	6.5
Measurement.....	6.6
Measurement Equipment .....	6.7
Quality.....	6.8
Billing and Payment.....	6.9

Force Majeure, Remedies, and Reservation Charge Credits .....	6.10
Priorities and Reductions .....	6.11
Compliance Plan for Transportation Services and Complaints .....	6.12
Miscellaneous .....	6.13
Reservation of Capacity for Future Expansion Projects .....	6.14
Firm Capacity Release Program .....	6.15
Firm Service Agreement Expiration - Right of First Refusal .....	6.16
Gas Research Institute Passthrough Provision.....	6.17
Annual Charges Adjustment .....	6.18
Discounting Policy .....	6.19
Construction & Financing of Facilities.....	6.20
Periodic Reports.....	6.21
Off-System Capacity.....	6.22
NAESB Standards.....	6.23
Electronic Communications.....	6.24
Penalty Revenue Crediting Mechanism.....	6.25
Creditworthiness .....	6.26
Transporter's Use .....	6.27
Form of Service Agreement	
Reserved for Future Use .....	7.1
Reserved for Future Use .....	7.2
Form of Firm Transportation Service Agreement .....	7.3
Form of Park and Loan Service Agreement .....	7.4
Form of Interruptible Transportation Service Agreement .....	7.5
Reserved for Future Use .....	7.6
Negotiated Rate Agreements	
SEMCO Energy, Inc DBA SEMCO	
Energy Gas Company FT Agreement (#20216).....	8.1
Reserved for Future Use .....	8.2
TransCanada Pipelines Limited FT Agreement (#FT18966).....	8.3
Wisconsin Electric Power Company FT Agreement (#FT0554) .....	8.4
Non-Conforming Agreements	
Michigan Consolidated Gas Company FT Agreement (#FT4634) .....	9.1
Michigan Consolidated Gas Company FT Agreement (#FT4635) .....	9.2

TABLE OF CONTENTS

Original Volume No. 2	Sheet No.
-----	-----
Preliminary Statement.....	2

Map .....	3
Rate Schedule X-1 - Exchange Service .....	67
Index of Customers .....	1000



Transportation Service Agreement  
Rate Schedule FT

Wisconsin Electric Power Company  
(#FT0554)

Agreement Effective Date: June 1, 1998  
Amendment Effective Date: November 1, 2020

**FORM OF TRANSPORTATION SERVICE AGREEMENT**

This Transportation Service Agreement (Agreement) is entered into by Great Lakes Gas Transmission Limited Partnership (Transporter) and Wisconsin Electric Power Company (Shipper).

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

NOW, THEREFORE, Transporter and Shipper agree that the terms below constitute the transportation service to be provided and the rights and obligations of Shipper and Transporter.

1. EFFECTIVE DATE: November 01, 2020
2. CONTRACT IDENTIFICATION: FT0554
3. RATE SCHEDULE: FT
4. SHIPPER TYPE: Other
5. STATE/PROVINCE OF INCORPORATION: Wisconsin
6. TERM: June 01, 1998 to March 31, 2023

Right of First Refusal:

Transporter and Shipper agree that Shipper may extend the primary term of this Agreement by exercising a Contractual Right of First Refusal, pursuant to the procedures set forth in Section 6.16 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

7. EFFECT ON PREVIOUS CONTRACTS:  
This Agreement supersedes, cancels and terminates, as of the effective date stated above, the following contract(s): Service Agreement dated April 01, 2021 with Contract Identification FT0554.
8. MAXIMUM DAILY QUANTITY (Dth/Day):  
Please see Appendix A for further detail.

**9. RATES:**

Unless Shipper and Transporter have agreed to a rate other than the maximum rate, rates shall be Transporter's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule (as stated above) on file with the Commission unless otherwise agreed to by the parties in writing. Provisions governing a Rate other than the maximum shall be set forth in this Paragraph 9.

For the time period April 1, 2021, through March 31, 2023, Shipper and Transporter agree that for service under this Agreement from the point(s) of receipt listed on Appendix A to the point(s) of delivery listed on Appendix A, the Reservation Fee to be charged shall be a fixed Monthly Reservation Rate of \$5.965.

For the time period April 1, 2021, through March 31, 2023, if Transporter's Applicable Base Tariff Transmission Reservation Rate becomes greater than the Negotiated Reservation Rate, then Transporter may require Shipper to convert its Negotiated Reservation Rate to a discounted Reservation Rate of \$5.965 per Dth. This discounted Rate shall be inclusive of any other adjustments or surcharges under Transporter's Tariff, not to exceed the total of Transporter's Maximum Reservation, Utilization and applicable surcharge rates. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

Shipper and Transporter agree that the above-described Reservation Fee also shall apply for service under this Agreement from and/or to secondary points listed below. Shipper will be charged utilization, fuel and ACA on this secondary route.

Secondary Receipt: Farwell  
Secondary Delivery: None

**10. POINTS OF RECEIPT AND DELIVERY:**

The primary receipt and delivery points are set forth on Appendix A.

**11. RELEASED CAPACITY: N/A****12. INCORPORATION OF TARIFF INTO AGREEMENT:**

This Agreement shall incorporate and in all respects be subject to the "General Terms and Conditions" and the applicable Rate Schedule (as stated above) set forth in Transporter's FERC Gas Tariff, Third Revised Volume No. 1, as may be revised from time to time. Transporter may file and seek Commission approval under Section 4 of the Natural Gas Act

(NGA) at any time and from time to time to change any rates, charges or provisions set forth in the applicable Rate Schedule (as stated above) and the "General Terms and Conditions" in Transporter's FERC Gas Tariff, Third Revised Volume No. 1, and Transporter shall have the right to place such changes in effect in accordance with the NGA, and this Agreement shall be deemed to include such changes and any such changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

13. MISCELLANEOUS:

No waiver by either party to this Agreement of any one or more defaults by the other in the performance of this Agreement shall operate or be construed as a waiver of any continuing or future default(s), whether of a like or a different character.

Any controversy between the parties arising under this Agreement and not resolved by the parties shall be determined in accordance with the laws of the State of Michigan.

14. OTHER PROVISIONS (As necessary):

It is agreed that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any Partner, agent, management official or employee of the Transporter or any director, officer or employee of any of the foregoing, for any obligation of the Transporter arising under this Agreement or for any claim based on such obligation and that the sole recourse of Shipper under this Agreement is limited to assets of the Transporter.

Upon termination of this Agreement, Shipper's and Transporter's obligations to each other arising under this Agreement, prior to the date of termination, remain in effect and are not being terminated by any provision of this Agreement.

15. NOTICES AND COMMUNICATIONS:

All notices and communications with respect to this Agreement shall be in writing by mail, e-mail, or other means as agreed to by the parties, and sent to the addresses stated below or to any other such address(es) as may be designated in writing by mail, e-mail, or other means similarly agreed to:

ADMINISTRATIVE MATTERS:

Great Lakes Gas Transmission Limited  
Partnership  
Commercial Operations  
700 Louisiana Street, Suite 700  
Houston, TX 77002-2700

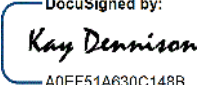
Wisconsin Electric Power Company  
333 W. Everett Street, A308  
Milwaukee, WI 53290


Attn: Mary Ann Prager

AGREED TO BY:

GREAT LAKES GAS TRANSMISSION  
LIMITED PARTNERSHIP  
By: Great Lakes Gas Transmission Company

Wisconsin Electric Power Company

By:   
A0EF51A630C148B...  
Title: Director, Trans. Acct.& Contracts

By:   
Title: Manager of Gas Supply 10/15/2020

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APPENDIX A  
CONTRACT IDENTIFICATION: FT0554

Date: November 01, 2020  
Supersedes Appendix Dated: April 01, 2021

Shipper: Wisconsin Electric Power Company

Maximum Daily Quantity (Dth/Day) per Location:

<u>Begin Date</u>	<u>End Date</u>	<u>Point(s) of Primary Receipt</u>	<u>Point(s) of Primary Delivery</u>	<u>MDQ</u>
6/1/1998	10/31/1998	FARWELL RECEIPT	DUCK CREEK	5,000
11/1/1998	3/31/1999	FARWELL RECEIPT	CARLTON	8,646
4/1/1999	10/31/1999	FARWELL RECEIPT	DUCK CREEK	5,000
11/1/1999	3/31/2000	FARWELL RECEIPT	DUCK CREEK	10,000
4/1/2000	10/15/2000	FARWELL RECEIPT	DUCK CREEK	5,000
10/16/2000	10/31/2000	FARWELL RECEIPT	DUCK CREEK	5,000
11/1/2000	3/31/2001	FARWELL RECEIPT	DUCK CREEK	10,000
4/1/2001	10/31/2001	FARWELL RECEIPT	DUCK CREEK	5,000
11/1/2001	3/31/2002	FARWELL RECEIPT	DUCK CREEK	10,000
4/1/2002	10/31/2002	FARWELL RECEIPT	DUCK CREEK	5,000
11/1/2002	3/31/2003	FARWELL RECEIPT	DUCK CREEK	10,000

4/1/2003	10/31/2003	FARWELL RECEIPT	DUCK CREEK	5,000
11/1/2003	3/31/2004	FARWELL RECEIPT	DUCK CREEK	10,000
4/1/2004	10/31/2004	FARWELL RECEIPT	DUCK CREEK	5,000
11/1/2004	3/31/2005	FARWELL RECEIPT	DUCK CREEK	10,000
4/1/2005	10/31/2005	FARWELL RECEIPT	DUCK CREEK	5,000
11/1/2005	3/31/2006	FARWELL RECEIPT	DUCK CREEK	10,000
4/1/2006	10/31/2006	FARWELL RECEIPT	DUCK CREEK	5,000
11/1/2006	3/31/2007	FARWELL RECEIPT	DUCK CREEK	10,000
4/1/2007	10/31/2007	FARWELL RECEIPT	DUCK CREEK	5,000
11/1/2007	3/31/2008	FARWELL RECEIPT	DUCK CREEK	10,000
4/1/2008	5/31/2008	FARWELL RECEIPT	DUCK CREEK	5,000
6/1/2008	10/31/2008	FARWELL RECEIPT	DUCK CREEK	1,655
11/1/2008	3/31/2009	FARWELL RECEIPT	DUCK CREEK	6,425
4/1/2009	10/31/2009	FARWELL RECEIPT	DUCK CREEK	1,655
11/1/2009	3/31/2010	FARWELL RECEIPT	DUCK CREEK	6,425
4/1/2010	10/31/2010	FARWELL RECEIPT	DUCK CREEK	1,655

11/1/2010	3/31/2011	FARWELL RECEIPT	DUCK CREEK	6,425
4/1/2011	10/31/2011	FARWELL RECEIPT	DUCK CREEK	1,655
11/1/2011	3/31/2012	FARWELL RECEIPT	DUCK CREEK	6,425
4/1/2012	10/31/2012	FARWELL RECEIPT	DUCK CREEK	1,655
11/1/2012	3/31/2013	FARWELL RECEIPT	DUCK CREEK	6,425
4/1/2013	5/31/2013	FARWELL RECEIPT	DUCK CREEK	1,655
6/1/2013	10/31/2013	FARWELL RECEIPT	DUCK CREEK	3,115
11/1/2013	3/31/2014	FARWELL RECEIPT	DUCK CREEK	5,835
4/1/2014	10/31/2014	FARWELL RECEIPT	DUCK CREEK	3,115
11/1/2014	3/31/2015	FARWELL RECEIPT	DUCK CREEK	5,835
4/1/2015	10/31/2015	FARWELL RECEIPT	DUCK CREEK	3,115
11/1/2015	3/31/2016	FARWELL RECEIPT	DUCK CREEK	5,835
4/1/2016	10/31/2016	FARWELL RECEIPT	DUCK CREEK	3,115
11/1/2016	3/31/2017	FARWELL RECEIPT	DUCK CREEK	5,835
4/1/2017	10/31/2017	FARWELL RECEIPT	DUCK CREEK	3,115
11/1/2017	3/31/2018	FARWELL RECEIPT	DUCK CREEK	5,835
4/1/2018	5/31/2018	FARWELL RECEIPT	DUCK CREEK	3,115



6/1/2018	10/31/2018	FARWELL RECEIPT	DUCK CREEK	2,500
11/1/2018	3/31/2019	FARWELL RECEIPT	DUCK CREEK	6,500
4/1/2019	10/31/2019	FARWELL RECEIPT	DUCK CREEK	2,500
11/1/2019	3/31/2020	FARWELL RECEIPT	DUCK CREEK	6,500
4/1/2020	10/31/2020	FARWELL RECEIPT	DUCK CREEK	0
11/1/2020	3/31/2021	FARWELL RECEIPT	DUCK CREEK	7,000
4/1/2021	10/31/2021	RATTLERUN RECEIPT	DUCK CREEK	2,750
11/1/2021	3/31/2022	RATTLERUN RECEIPT	DUCK CREEK	7,000
4/1/2022	10/31/2022	RATTLERUN RECEIPT	DUCK CREEK	2,750
11/1/2022	3/31/2023	RATTLERUN RECEIPT	DUCK CREEK	7,000

# Appendix B

## *Great Lakes Gas Transmission Limited Partnership FERC Gas Tariff, Third Revised Volume No. 1*

### Marked Tariff

<u>Tariff Section</u>	<u>Version</u>
Part 1 – Table of Contents	v.11.0.0

TABLE OF CONTENTS

-----  
Third Revised Volume No. 1

	Section No. -----
Table of Contents.....	1
Preliminary Statement .....	2
Maps	
System Map .....	3.1
Western Zone Map.....	3.2
Central Zone Map .....	3.3
Eastern Zone Map.....	3.4
Statement of Rates	
Rate Schedule FT, LFT, and EFT Rates .....	4.1
Reserved For Future Use .....	4.2
Rate Schedule IT Rates.....	4.3
Rate Schedule PAL Rates .....	4.4
Transporter's Use Percentages .....	4.5
ACA Charges .....	4.6
Negotiated Rates .....	4.7
Non-Conforming Service Agreements .....	4.8
Reserved For Future Use .....	4.9
Rate Schedules	
Rate Schedule FT.....	5.1
Rate Schedule EFT .....	5.2
Rate Schedule LFT .....	5.3
Rate Schedule IT.....	5.4
Rate Schedule PAL.....	5.5
General Terms and Conditions	
Definitions.....	6.1
Request for Service .....	6.2
Nominations, Scheduling and Allocation .....	6.3
Pressure at Points of Receipt and Delivery.....	6.4
Modification of Points of Receipt and Delivery .....	6.5
Measurement.....	6.6
Measurement Equipment .....	6.7
Quality.....	6.8
Billing and Payment.....	6.9

Force Majeure, Remedies, and Reservation Charge Credits .....	6.10
Priorities and Reductions .....	6.11
Compliance Plan for Transportation Services and Complaints .....	6.12
Miscellaneous .....	6.13
Reservation of Capacity for Future Expansion Projects .....	6.14
Firm Capacity Release Program .....	6.15
Firm Service Agreement Expiration - Right of First Refusal .....	6.16
Gas Research Institute Passthrough Provision.....	6.17
Annual Charges Adjustment.....	6.18
Discounting Policy.....	6.19
Construction & Financing of Facilities.....	6.20
Periodic Reports.....	6.21
Off-System Capacity.....	6.22
NAESB Standards.....	6.23
Electronic Communications.....	6.24
Penalty Revenue Crediting Mechanism.....	6.25
Creditworthiness .....	6.26
Transporter's Use .....	6.27
Form of Service Agreement	
Reserved for Future Use .....	7.1
Reserved for Future Use .....	7.2
Form of Firm Transportation Service Agreement .....	7.3
Form of Park and Loan Service Agreement .....	7.4
Form of Interruptible Transportation Service Agreement .....	7.5
Reserved for Future Use .....	7.6
Negotiated Rate Agreements	
SEMCO Energy, Inc DBA SEMCO	
Energy Gas Company FT Agreement (#20216).....	8.1
Reserved for Future Use .....	8.2
TransCanada Pipelines Limited FT Agreement (#FT18966).....	8.3
<a href="#">Wisconsin Electric Power Company FT Agreement (#FT0554) .....</a>	<a href="#">8.4</a>
Non-Conforming Agreements	
Michigan Consolidated Gas Company FT Agreement (#FT4634) .....	9.1
Michigan Consolidated Gas Company FT Agreement (#FT4635) .....	9.2

TABLE OF CONTENTS

---

Original Volume No. 2	Sheet No.
-----	-----
Preliminary Statement.....	2

Map .....	3
Rate Schedule X-1 - Exchange Service .....	67
Index of Customers .....	1000