

STATE OF ILLINOIS  
ILLINOIS COMMERCE COMMISSION

North Shore Gas Company	)	
	)	
The Peoples Gas Light	)	
and Coke Company	)	
	)	Docket No. 16-
Petition for an order approving an	)	
agreement for the provision of facilities	)	
and services and the transfer of assets	)	
between affiliates pursuant to Sections	)	
7-101 and 7-102 of the	)	
Illinois Public Utilities Act	)	

**PETITION OF  
NORTH SHORE GAS COMPANY AND  
THE PEOPLES GAS LIGHT AND COKE COMPANY**

North Shore Gas Company and The Peoples Gas Light and Coke Company (together, "North Shore/Peoples Gas") pursuant to Sections 7-101 and 7-102<sup>1</sup> of the Public Utilities Act ("Act"), file with the Illinois Commerce Commission ("Commission") this Petition for approval of the WEC Energy Affiliated Interest Agreement (the "WEC Energy AIA"). Attachments A, B, and C are attached to and made a part of this Petition. The proposed WEC Energy AIA is among WEC Energy Group, Inc. ("WEC Energy"), which is a public utility holding company; WEC Business Services LLC<sup>2</sup> ("WBS"), which is a wholly-owned centralized service company subsidiary of WEC Energy; and all other subsidiaries of WEC Energy, including North Shore Gas Company and The Peoples Gas Light and Coke Company.

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<sup>1</sup> 220 ILCS 5/7-101, 7-102.

<sup>2</sup> On June 29, 2015, Integrys Business Support, LLC changed its name to WEC Business Services LLC.

The WEC Energy AIA, if approved by this Commission and other state commissions requiring approval, would replace several affiliated interest service agreements. Specifically, as it affects North Shore/Peoples Gas, it would replace the agreement under which North Shore/Peoples Gas provide and receive services from all other companies in the WEC Energy holding company system and the agreement under which North Shore/Peoples Gas receive services from WBS.

## **I. INTRODUCTION**

1. North Shore Gas Company (“North Shore”) is a corporation organized and existing under the laws of the State of Illinois, having its principal office at 200 East Randolph Street, Chicago, Illinois 60601. It is engaged in the business of purchasing natural gas for and distributing and selling natural gas to approximately 159,000 customers in Cook and Lake Counties, Illinois. North Shore is a public utility within the meaning of the Act. 220 ILCS 5/3-105. Attachment A of this Petition is a list of municipalities served by North Shore. North Shore is a wholly-owned subsidiary of Peoples Energy, LLC (“PELLC”), which is a second tier wholly-owned subsidiary of WEC Energy.
2. The Peoples Gas Light and Coke Company (“Peoples Gas”) is a corporation organized and existing under the laws of the State of Illinois, with its principal office at 200 East Randolph Street, Chicago, Illinois 60601. Peoples Gas is engaged in the business of purchasing natural gas for and distributing and selling natural gas to approximately 830,000 customers in the City of Chicago, Illinois. Peoples Gas is a “public utility” within the meaning of the Act. 220 ILCS

5/3-105. Attachment B of this Petition identifies the municipality served by Peoples Gas. Peoples Gas is a wholly-owned subsidiary of PELLC, which is a second tier wholly-owned subsidiary of WEC Energy.

3. Sections 7-101 and 7-102 of the Act each requires Commission approval for certain utility contracts.

4. The proposed WEC Energy AIA is Attachment C of this Petition.

## II. BACKGROUND

5. The Commission, in Docket No. 14-0496, approved a Reorganization under Section 7-204<sup>3</sup> of the Act under which Wisconsin Energy Corporation (now WEC Energy Group, Inc.) acquired Integrys Energy Group, Inc. (“Integrys”).<sup>4</sup> Among other things, the Commission approved an affiliated interest agreement “on an interim basis until the Commission has approved a new affiliated interest agreement in an order in the pending Docket Nos. 12-0273/13-0612 (Consol.); and the resulting affiliated interest agreement approved by the Commission in Docket Nos. 12-0273/13-0612 (Consol.) shall replace the existing 10-0408 AIA as the governing document of affiliated transactions between the Joint Applicants.” Order at 102.<sup>5</sup>

6. On August 5, 2015, North Shore and Peoples Gas filed a fully executed copy of the version of the agreement that the Commission approved on an interim basis. On November 4, 2015, North Shore and Peoples Gas filed a fully

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<sup>3</sup> 220 ILCS 5/7-204.

<sup>4</sup> *Wisconsin Energy Corporation et al.*, ICC Docket No. 14-0496 (Order, June 24, 2015).

<sup>5</sup> The “10-0408 AIA” that the Commission referenced was the agreement that the Commission approved in Docket No. 10-0408 under which companies in the Integrys holding company system could provide to and receive from all other companies in the system services described in the agreement, except that the service company would not provide services under this agreement. *North Shore Gas Company et al.*, ICC Docket No. 10-0408 (Order, Dec. 15, 2010).

executed copy of the version of the agreement that included the rider that the Commission ordered in Docket Nos. 12-0273/13-0612 (cons.).

7. Just as this Commission approved the Reorganization, including a new affiliated interest agreement, the public utility commissions in the States of Michigan, Minnesota, and Wisconsin also approved Wisconsin Energy Corporation's acquisition of Integrys. The Public Service Commission of Wisconsin ("PSCW"), in proceedings related to the acquisition docket, addressed the proposed affiliated interest agreement that was before this Commission in Docket No. 14-0496 and two interim agreements under which WBS would provide services to Wisconsin Energy Corporation's legacy regulated and non-regulated subsidiaries.<sup>6</sup>

8. The PSCW orders approving the affiliated interest agreements did so only on an interim basis and established a sunset date of April 1, 2016.<sup>7</sup>

9. In response to the PSCW's interim approval of the WBS and non-WBS service agreements, WEC Energy prepared an affiliated interest agreement to replace those agreements. It is this agreement that North Shore/Peoples Gas are filing with this Petition and for which they request approval. Other utilities in the WEC Energy holding company system have filed or will file for approval and waivers,

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<sup>6</sup> The interim WBS agreements were not before this Commission because the legacy Integrys companies, including North Shore and Peoples Gas, are not parties to these agreements. North Shore/Peoples Gas continue to receive services from WBS under the agreement approved in Docket No. 07-0361. *The Peoples Gas Light and Coke Company et al.*, ICC Docket No. 07-0361 (Order, Dec. 5, 2007).

<sup>7</sup> Application for Approval of an Affiliated Interest Agreement, Docket No. 5-AU-108, Final Decision (Wis. PSC June 17, 2015) (agreement between WBS and legacy Wisconsin Energy Corporation's non-regulated affiliates); Application for Approval of an Affiliated Interest Agreement, Docket No. 5-AU-109, Final Decision (Wis. PSC June 17, 2015) (agreement between WBS and legacy Wisconsin Energy Corporation's regulated affiliates); and Application for Approval of an Affiliated Interest Agreement, Docket No. 5-AU-110, Final Decision (Wis. PSC June 17, 2015) (non-WBS agreement, *i.e.*, the agreement that the Illinois Commerce Commission approved in Docket No. 14-0496).

as applicable, with the Minnesota Public Utilities Commission, and the PSCW. A filing for approval from the Michigan Public Service Commission is not required.

### III. CURRENT AGREEMENTS

10. In general, and as described in more detail below, North Shore and Peoples Gas currently receive and provide services to affiliated interests under two agreements. These, and three other affiliated interest agreements to which North Shore and Peoples Gas are not parties, authorize inter-company transactions in the WEC Energy holding company system.

11. The two agreements under which North Shore/Peoples Gas receive and provide services are the following:

(1) Under an agreement that this Commission approved in Docket No. 07-0361, WBS provides a broad array of services to the state-regulated utilities in the legacy Integrys holding company system (the “WBS Reg AIA”).

(2) Under the agreement that the Commission approved in Docket No. 14-0496, all companies in the WEC Energy holding company system except WBS may provide and receive a broad array of services (the “14-0496 WEC Energy AIA”).<sup>8</sup>

The proposed WEC Energy AIA will replace these two agreements.

12. The WEC Energy AIA will also replace three other agreements that were not subject to Commission approval. For informational purposes, these three agreements, to which North Shore/Peoples Gas are not parties but under which

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<sup>8</sup> North Shore and Peoples Gas are parties to other Commission-approved affiliated interest agreements that exist for specific services (e.g., a tax allocation agreement that the Commission approved in Docket No. 07-0458 (Order, Dec. 5, 2007); inter-company loan arrangements that the Commission approved in Docket Nos. 04-0602 and 04-0603 (Order, Dec 21, 2004); and a storage service agreement under which Peoples Gas provides service to North Shore that the Commission approved in Docket No. 12-0381 (Order, Jan. 9, 2013)).

other companies in the WEC Energy holding company system provide and receive services, are the following:

(1) WBS provides a broad array of services to the non-state-regulated utilities in the legacy Integrys holding company system (the “WBS Non-Reg AIA”).

(2) WBS may provide a broad array of services to the state-regulated utilities in the legacy Wisconsin Energy Corporation holding company system (the “Interim WBS/WEC Reg AIA”).

(3) WBS may provide a broad array of services to the non-state-regulated utilities in the legacy Wisconsin Energy Corporation holding company system (the “Interim WBS/WEC Non-Reg AIA”).

13. The proposed WEC Energy AIA for which North Shore/Peoples Gas seek approval in this filing would replace all five of the above agreements.

14. The proposed WEC Energy AIA would have no effect on other affiliated interest arrangements to which North Shore/Peoples Gas are parties, such as the tax allocation agreement, inter-company loan arrangements and storage service agreement noted above.

#### **IV. OVERVIEW OF WEC ENERGY**

15. On June 29, 2015, WEC Energy was formed when Wisconsin Energy Corporation closed the transaction under which it acquired Integrys. WEC Energy currently has seven state-regulated utilities in the holding company system. In addition to North Shore and Peoples Gas in Illinois, these utilities are Michigan Gas Utilities Corporation (providing gas service in Michigan), Minnesota

Energy Resources Corporation (providing gas service in Minnesota), Wisconsin Electric Power Company (providing gas and electric service in Wisconsin and electric service in Michigan), Wisconsin Gas LLC (providing gas service in Wisconsin), and Wisconsin Public Service Corporation (providing gas and electric service in Wisconsin and Michigan).

16. WEC Energy has several non-utility subsidiaries. The amount of income from these subsidiaries is very small. For example, in 2015, 99% of WEC Energy's net income came from regulated businesses. Notably, WEC Energy does not have an alternative retail gas or electric supplier. It also recently divested the subsidiaries that engaged in the compressed natural gas business.

#### **V. PROPOSED WEC ENERGY AIA**

17. The starting point for the proposed WEC Energy AIA was the 14-0496 WEC Energy AIA. The proposed WEC Energy AIA combines and clarifies the five agreements it would replace. Many of the terms and conditions of the agreements are similar. The principal distinctions are the types of services that parties may provide and receive and requirements unique to WBS' status as a centralized service company. The proposed WEC Energy AIA captures the service differences by including appendices that distinguish what services may be provided by what affiliates and on what terms, including price. It addresses the provisions that apply only to WBS by incorporating them in the body of the agreement with clear designations to the extent they apply only to WBS.

## **A. Overview of Structural Changes**

18. The basic structure of the proposed WEC Energy AIA is comparable to the 14-0496 WEC Energy AIA and WBS Reg AIA that this Commission previously approved. Significant structural, but not substantive, differences are:

(a) addition of a Definitions section (Article I).

(b) clearer definition of what services are covered and what providing services encompasses through revised wording in Article II and by including separate appendices, namely, Appendix C that covers services that WBS may provide to any party, but retaining distinctions between utility (regulated) and non-utility (non-regulated) companies; Appendix D that covers services that any party (except WBS, North Shore and Peoples Gas) may provide to any other party (except North Shore and Peoples Gas), but retaining distinctions between regulated and non-regulated companies; and Appendix E, which is the rider applicable to North Shore/Peoples Gas that the Commission adopted in Docket Nos. 12-0273/13-0612 (cons.) and covers North Shore and Peoples Gas as providers and recipients of services. Appendices A and B identify the regulated and non-regulated parties, respectively.

(c) addition of language to recognize that inter-company billing and payment is an electronic exercise within the accounting system (Sec. IV.1).

(d) description of how appendices may be revised that identifies state-specific distinctions (Secs. VIII.7, VIII.8, VIII.9).

(e) addition of provisions applicable only to WBS that are substantially similar to provisions in the WBS Reg AIA but were inapplicable to the 14-0496 WEC Energy AIA (e.g., Secs. III.5, V.2, V.3, VI.2, VI.3).

19. The proposed WEC Energy AIA includes several editorial revisions. Examples include: the addition of a Definitions article required revisions to cross-references throughout the agreement; the Recitals have been simplified; and for clarity, the use of passive voice has been replaced with active voice in several places.

### **B. Key Provisions That Are Unchanged**

20. While the agreement includes many non-substantive changes to accommodate a single agreement replacing five agreements and to clarify and simplify certain terms, many key provisions remain substantively intact. Notably, these include:

(a) Basic pricing principles are unchanged. Services that WBS provides and receives are priced at cost. Services between Regulated Parties are priced at cost. Services that a Regulated Party receives from a Non-Regulated Party (except WBS) are priced at the lesser of cost or fair market value. Services that a Regulated Party provides to a Non-Regulated Party (except WBS) are priced at the higher of cost or fair market value.

(b) Several reporting requirements remain that ensure the Commission and its Staff receive detailed information about inter-company activity. For example,

- North Shore/Peoples Gas would continue to submit to the Commission WBS' FERC Form 60 and several supplemental schedules to the Commission's Form 21.
- The company would continue to conduct an annual audit and North Shore/Peoples Gas would submit that report to the Commission.
- North Shore/Peoples Gas would continue to submit, annually, billing reports (*i.e.*, charges as service providers and payments as service recipients).

### **C. Article-By-Article Description of the Proposed WEC Energy AIA**

21. **Recitals.** The Recitals establish that the agreement will comprehensively address affiliated interest services and transactions. It will include providing services, sharing employees and assets and transferring assets. This is consistent with the current agreements. Extraneous language describing the parties is omitted.

22. **Article I, Definitions.** Although this is a new article, it takes terms used throughout the existing agreements and gathers them in a single article.

23. **Article II, Provision of Services.** As with current Art. I of the 14-0496 WEC Energy AIA and the WBS Reg AIA, the provision of services article serves several purposes. First, it defines the scope of the agreement, which is broadly covering provision of services and transferring and sharing assets. The appendices define the services in detail. The proposed WEC Energy AIA clarifies that references to "providing" services encompasses asset transfers and

sharing. This is not a change in scope, but it clarifies the language and avoids cumbersome repetition.

Second, it states that a party may refuse to provide service. Third, it provides for parties documenting their expectations. Fourth, it states the principle that no Regulated Party needs to take any action that, relative to not acting under the agreement, would impede its ability to serve its customers. None of these concepts are new.

Finally, a new subsection clarifies that, if a service could be provided by the service company or by another party, the party receiving the service may determine which party will provide it (assuming both are willing and able to do so). This addresses the inevitable overlap of services that parties may provide.

24. **Article III, Determining Charges for Services Provided.** As with Article II of the current agreements, proposed Article III defines charges for services in detail. Language from the WBS Reg AIA is added (*e.g.*, subsection 5) as part of consolidating the service company agreement with the 14-0496 WEC Energy AIA. As stated above, whether a service is at cost or fair market value is unchanged. Changes to the article are mainly clarifications of existing provisions and revising wording for consistency. One notable clarification is to state that asset transfers would occur at the net book value of the asset. This is what occurs today and is consistent with Commission policy<sup>9</sup>, but the agreement did not include this language. Another change is to reduce the specificity in describing overheads that will follow labor costs. The current agreements

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<sup>9</sup> See, *e.g.*, *The Peoples Gas Light and Coke Company et al.*, ICC Docket No. 07-0361 (Order Dec. 5, 2007) at 8.

include an amount of detail that may not always reflect what costs are reasonably characterized as overhead that ought to follow labor.

25. **Article IV, Billing and Payment.** The notable proposed change to this article from the comparable provisions in the existing agreements is to expressly state that billing and payment occurs electronically through the accounting system. That is, the providing party and the receiving party are not exchanging paper but are exchanging information and funds electronically through WEC Energy's accounting system. Some details about the process and timing have also been revised or removed.

26. **Article V, Accounting; Records; Reports.** Because the starting point was the 14-0496 WEC Energy AIA, added language (Secs. V.2 and V.3) incorporates the reporting requirements applicable under the WBS Reg AIA. This allows the proposal to substantively mirror the existing agreements.

Within that detailed language, North Shore/Peoples Gas propose, in some subparts in subsection (3), to increase from \$100,000 to \$250,000 the threshold that triggers a specific reporting requirement. The \$100,000 amount was for Integrys. WEC Energy is a much larger company than Integrys, so increasing the trigger is reasonable.

Also, the description of the periodic cost study has been revised to clarify its scope. First, the study is relevant to assess if services to and from non-regulated parties are priced correctly (*i.e.*, at the higher or lower of cost or fair market value). Thus, only services that a Non-Regulated Party receives or provides need to be in the study. Moreover, the purpose of requirement is to

gauge if an advantage existed for a Regulated Party to purchase from the market (*i.e.*, the fair market value is lower than the Non-Regulated Party's cost) or if charging the Non-Regulated Party at cost would subsidize that party (*i.e.*, if the Non-Regulated Party had to purchase a service in the market, it would have cost more). Thus, the types of services that ought to be reviewed are only those that are available in the market.

27. **Article VI, Representations and Warranties of the Parties and Other Obligations of WBS.** Because the starting point was the 14-0496 WEC Energy AIA, the proposal adds language to incorporate requirements related to codes of conduct, subsidization, and books and records applicable under the WBS Reg AIA (Secs. VI.2 and VI.3). This allows the proposal to substantively mirror the existing agreements.

28. **Article VII, Indemnity and Liability.** The proposed WEC Energy AIA includes no substantive changes to this article relative to either the 14-0496 WEC Energy AIA or the WBS Reg AIA.

29. **Article VIII, Additional Provisions.** The proposed effective date of the agreement would be the first day of the quarter following receipt of all necessary approvals or waivers. As noted, the WEC Energy utilities will file for approval of this agreement in three of the four states in which they operate. The article details how changes to appendices would occur, and this language is substantially what exists in the 14-0496 WEC Energy AIA and the WBS Reg AIA. Language defining the terms "include" and "including" is added for clarity and to

avoid cluttering the agreement with explanatory language whenever those terms appear.

30. **Appendix A.** This appendix lists the regulated parties.

31. **Appendix B.** This appendix lists the non-regulated parties. It does not list every party but covers the holding company, WBS and all the parties that are not regulated parties. While several such companies exist, as stated above, none generates significant income. Listing each company and then updating it as companies are formed and dissolved could be burdensome. Moreover, the Commission receives a quarterly report listing affiliated interests and, thus, has ready and timely access to this information. 83 Ill. Admin. Code §550.130.

32. **Appendix C.** This appendix describes in detail the services that WBS provides and the applicable cost allocators. The proposed WEC Energy AIA includes many editorial changes but few substantive changes.

In the listing of services, names are changed to reflect the WEC Energy organization (e.g., “Gas Supply,” a service available only to regulated parties, would be renamed “Wholesale Energy and Fuels” and include gas and energy procurement). Three service categories are removed, namely Corporate Development, Corporate Secretary, and Project Services. These functions still exist but are covered by other categories. For example, corporate secretary services are within the “Legal and Governance” service category. “Customer” is retained as a service but is moved to the group of services that WBS may provide to any party. The service now known as “Engineering,” which focuses on gas distribution engineering, would become the somewhat broader “Operational

Support and Development,” which would encompass gas and electric gas and engineering support and field operations.

In the listing of allocators (which are proposed to be alphabetized), several categories are consolidated. For example, “Number of Customers,” “Number of Employees,” “Number of Transactions,” and “Number of Devices” cover what are multiple categories in the current agreement. To illustrate, rather than have allocators named “Number of Mobile Data Devices” and “Number of Radios,” an allocator called “Number of Devices” can cover those and other, like categories, including device types that may develop as technology evolves. Rather than have “Number of Union Employees” as a separate category, the allocator called “Number of Employees” can cover this category. The consolidation does not mean that WEC Energy will not use these smaller categories as allocators when appropriate; it simply means that, within the general category, subsets may exist and the broader category descriptions identify common examples.

Wording for when and how the allocators are determined is also standardized when possible, using the phrases “for the most recent 12 months for which data are available or for a forecast 12-month period at the time the budget is prepared” and “[t]his ratio will be determined annually or more frequently if required due to a significant change in circumstances.”

33. **Appendix D.** This appendix describes the services that parties other than WBS, North Shore and Peoples Gas may provide. The proposed WEC Energy AIA includes a small number of proposed changes.

First, the term “Incidental Services” is defined to be consistent with a change ordered by this Commission in Docket Nos. 12-0273/13-0612 (cons.). (This language appears in Appendix E, which applies only to transactions involving North Shore or Peoples Gas.) When the Commission ordered the adoption of a rider to the agreement approved in Docket No. 10-0408, North Shore/Peoples Gas addressed that requirement through a rider and not a change to the appendix applicable to other companies in the holding company system. At this time, WEC Energy proposes to make the definition consistent.

Second, in the operational support services (electric and gas) that a Regulated Party may provide to another Regulated Party, “training” is added. Currently, the services focus on day-to-day work, but training to perform that work is an integral part of operational support. Operational training is also a service that a Regulated Party, rather than service company personnel, are apt to provide.

Third, the three Incidental service types -- “Administrative and Maintenance,” “Fleet” and “Project Assistance (IT)” -- are moved from an incidental to a major service. This reflects the potential significance of work that could occur in these categories. Notably, WEC Energy will propose, as required by a proceeding in Michigan, to form a Michigan only utility by moving certain gas and electric assets located in Michigan from Wisconsin Public Service Corporation (“WPS”) and Wisconsin Electric Power Company (“WEPCo”) to a new utility. Because WPS and WEPCo expect to provide substantial support

services to the Michigan company, which will be a Regulated Party, moving these categories to Major Services is appropriate.

Fourth, “claims management” is added to Customer service. Under WEC Energy, the claims management function is within the Customer service area. Under legacy Integrys, it was under Legal services.

Fifth, the WEC Energy companies, including North Shore/Peoples Gas, previously added the category of “Represented Employees” as a service that a Regulated Party may provide to another Regulated Party. They propose to rename this, for clarity, as “Union Employees” and to add it as a service that a Non-Regulated Party may provide to a Regulated Party. It is not a “service” as such, but it reflects the potential that union employees may exist in any of the companies and moving them to the service company is likely not feasible under collective bargaining agreements. Currently, this is a situation that exists at certain regulated utilities, but, in the future, it could exist at a non-regulated affiliate.

Sixth, in the description of “Cost Allocations,” a definition of “management” is proposed. The term is currently used, but not defined, and a definition would remove any ambiguity about what cost allocations may cover. Also within this category, all the Wisconsin utilities are listed with respect to intercompany loan requirements.

34. **Appendix E.** This is the appendix that applies when North Shore or Peoples Gas is a service provider or recipient. It resulted from the Docket Nos. 12-0273/13-0612 (cons.) matter. In general, Appendix E is a more detailed

version of Appendix D. Consequently, changes proposed for Appendix D also appear in Appendix E. Specifically,:

First, in the operational support services (electric and gas) that a Regulated Party may provide to another Regulated Party, “training” is added. Currently, the services focus on day-to-day work, but training to perform that work is an integral part of operational support. Operational training is also a service that a Regulated Party, rather than service company personnel, is apt to provide.

Second, “Project Assistance (IT)” is moved from an incidental to a major service. This reflects the potential significance of work that could occur in this category.

Third, North Shore/Peoples Gas previously added the category of “Represented Employees” as a service that a Regulated Party may provide to another Regulated Party. They propose to rename this, for clarity, as “Union Employees” and to add it as a service that a Non-Regulated Party may provide to a Regulated Party. It is not a “service” as such, but it reflects the potential that union employees may exist in any of the companies and moving them to the service company is likely not feasible under collective bargaining agreements. Currently, this is a situation that exists at certain regulated utilities, but, in the future, it could exist at a non-regulated affiliate.

Fourth, in the description of “Cost Allocations,” a definition of “management” is proposed. The term is currently used, but not defined, and a definition would remove any ambiguity about what cost allocations may cover.

Also within this category, all the Wisconsin utilities are listed with respect to intercompany loans.

Fifth, the audit section includes proposed revisions to reflect changes in the organization. Specifically, the non-regulated businesses for WEC Energy are a quite small part of the organization. As stated above, the regulated business account for about 99% of the corporation's income. WEC Energy has no retail marketing affiliate. WEC Energy recently divested the legacy Integrys non-regulated compressed natural gas (CNG) business segment. Overwhelmingly, the non-regulated entities are in the electric energy business and not in the natural gas business. North Shore/Peoples Gas employees have few, if any, support services to offer these entities and North Shore/Peoples Gas have few assets that would be of value to these entities. For these reasons, it is appropriate to revise the audit requirements applicable under Appendix E.

Sixth, two changes with little relevance to gas utilities like North Shore/Peoples Gas are (1) to add "or any successor" after references to American Transmission Company, LLC and (2) to add Reliability First as a reliability organization along with MRO. These details are not in Appendix D, but, for accuracy, are added to the detailed descriptions in Appendix E.

## **VI. CONCLUSION AND REQUESTED RELIEF**

23. The proposed WEC Energy AIA is in the public interest, and the public would be inconvenienced by its approval. It is a service agreement that combines the terms and conditions of existing agreements and will replace five existing agreements. It relies on the existing affiliated interest agreements for key terms

and conditions defining pricing as well as customary contract terms and conditions. This reliance ensures consistency in how the regulated utilities receive and provide services.

24. The proposed agreement addresses changes stemming from the new WEC Energy organization, notably that WEC Energy includes a centralized service company, which was not part of Wisconsin Energy Corporation but was an integral part of Integrys. As the two organizations combine their operations, including the accounting systems that will support the agreement, what services will be provided by what entities and how cost is determined (*e.g.*, what components will constitute overhead) continue to develop. The proposed agreement recognizes that some work remains in progress.

25. Importantly, the proposed WEC Energy AIA retains the many current reporting and audit requirements that will continue to provide the Commission with a complete and detailed record of transactions among the WEC Energy companies, including North Shore/Peoples Gas. The amount of information available to the state utility commissions will continue to be substantial and will assist them in overseeing activity under the agreement.

26. Necessary approvals or waivers will also be sought from the Minnesota and Wisconsin public service commissions. As it affects North Shore/Peoples Gas, once it becomes effective, the proposed WEC Energy AIA will replace and supersede the 14-0496 WEC Energy AIA and the WBS Reg AIA.

WHEREFORE, for the foregoing reasons, North Shore Gas Company and The Peoples Gas Light and Coke Company respectfully request that the Illinois Commerce Commission find that the Affiliated Interest Agreement, attached to this Petition as Attachment C, is in the public interest and approve that Agreement.

Respectfully submitted,  
North Shore Gas Company  
The Peoples Gas Light and Coke Company

By: /S/ MARY KLYASHEFF

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North Shore Gas Company  
The Peoples Gas Light and Coke Company

Dated at Chicago  
this 1st day of April, 2016

ATTACHMENT A

Municipalities Served by North Shore Gas Company

**North Shore Gas Company**

**SCHEDULE OF RATES FOR GAS SERVICE**

**THIS RATE SCHEDULE APPLIES TO THE  
MUNICIPALITIES AND UNINCORPORATED AREAS LISTED BELOW  
AND/OR TO TERRITORIES CONTIGUOUS THERETO**

<u>Municipality or Unincorporated Area</u>	<u>County</u>	<u>Municipality or Unincorporated Area</u>	<u>County</u>
Antioch	Lake	Lincolnshire	Lake
Aptakisic	"	Lindenhurst	"
Bannockburn	"	Long Grove	"
Beach Park	"	Mettawa	"
Buffalo Grove	"	Millburn	"
Deerfield	"	Mundelein	"
Diamond Lake	"	Nimitz Village	"
Druce Lake	"	North Chicago	"
Forrestal Village	"	Northbrook	Cook
Fort Sheridan	"	Old Mill Creek	Lake
Gages Lake	"	Park City	"
Glencoe	Cook	Prairie View	"
Grayslake	Lake	Riverwoods	"
Great Lakes	"	Rondout	"
Green Oaks	"	Rosecrans	"
Gurnee	"	Round Lake Beach	"
Half Day	"	Russell	"
Halsey Village	"	Third Lake	"
Hawthorn Woods	"	Venetian Village	"
Highland Park	"	Vernon Hills	"
Highwood	"	Wadsworth	"
Indian Creek	"	Waukegan	"
Knollwood	"	Wheeling	"
Lake Bluff	"	Wildwood	"
Lake Forest	"	Winnetka	Cook
Lake Villa	"	Winthrop Harbor	Lake
Libertyville	"	Zion	"

**Date Issued:** FEBRUARY 8, 2008

**Date Effective:** FEBRUARY 14, 2008

**Issued by James F. Schott, Vice President  
130 East Randolph Drive, Chicago, Illinois 60601**

Filed Pursuant to Order of Illinois Commerce Commission  
Entered February 5, 2008 in Docket No. 07-0241

ATTACHMENT B

Municipality Served by The Peoples Gas Light and Coke Company

Chicago, Illinois

ATTACHMENT C

Proposed Agreement

## **WEC ENERGY AFFILIATED INTEREST AGREEMENT**

This WEC Energy Affiliated Interest Agreement (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and among WEC Energy Group, Inc. and its subsidiaries.

### **RECITALS**

- A. To optimize efficiencies and economies of scale, the Parties desire to plan and operate certain aspects of their businesses with the integration of certain activities by sharing, providing, transferring, and receiving certain services, employees, properties, goods, assets, information systems, rights, and anything else of value.
- B. The Parties intend that this Agreement will establish the terms, conditions, and procedures under which they will achieve the objectives of Recital A, subject to the jurisdiction of the Commissions and subject to applicable state utility law.

NOW, THEREFORE, in consideration of the covenants and agreements set forth in this Agreement, the Parties agree as follows:

### **Article I** **Definitions**

1. “Commissions” means the ICC, MPSC, MPUC, and PSCW; any one of the Commissions is a “Commission” and, as determined by the context in which the term is used, will mean the Commission having jurisdiction over the retail rates of the Regulated Party.
2. “Damages” has the meaning ascribed to it in Section VII.1.
3. “FERC” means the Federal Energy Regulatory Commission or any successor to that agency.

4. "ICC" means the Illinois Commerce Commission or any successor to that agency.
5. "Indemnified Party" has the meaning ascribed to it in Section VII.1.
6. "Indemnifying Party" has the meaning ascribed to it in Section VII.1.
7. "MPSC" means the Michigan Public Service Commission or any successor to that agency.
8. "MPUC" means the Minnesota Public Utilities Commission or any successor to that agency.
9. "Non-Regulated Party" means a Party identified on Appendix B and that is not subject to rate regulation by a Commission.
10. "Parties" means two or more of the signatories to this Agreement.
11. "Party" means a signatory to this Agreement.
12. "Providing Party" means a Party providing Services to another Party, and that other Party is a Receiving Party.
13. "PSCW" means the Public Service Commission of Wisconsin or any successor to that agency.
14. "Receiving Party" means a Party receiving Services from another Party, and that other Party is a Providing Party.
15. "Regulated Party" means a Party identified on Appendix A and that is subject to rate regulation by a Commission.
16. "Service" and "Services" have the meanings ascribed to them in Article II and Appendix C, Appendix D, and Appendix E.

17. "WBS" means WEC Business Services LLC and its successors and permitted assigns. WBS is a centralized service company as defined by FERC (18 C.F.R. §367.1(7) or any successor to this rule).
18. "WEC Energy" means WEC Energy Group, Inc. and its successors and permitted assigns.

**Article II**  
**Provision of Services**

1. Subject to the limitations set forth in this Article II and applicable state and federal requirements, any Party may request Services from any other Party. The term "Services" includes any service, good, asset, property, employee, right, interest, and anything of value to the Receiving Party, the provision, transfer or sharing of which could be considered a "contract," "arrangement," "service" or other transfer or sharing of "property" or "assets" or other similar designations that, absent this Agreement, could require the approval of one or more of the Commissions as an affiliated interest arrangement (each, a "Service"). The term "Services" is further described in certain appendices to this Agreement as follows:
  - (a) Appendix C describes services that WBS may provide;
  - (b) Appendix D describes services that any Party (except WBS, which provides services under Appendix C, and North Shore Gas Company and The Peoples Gas Light and Coke Company, which provide services under Appendix E) may provide; and
  - (c) Appendix E describes services for which North Shore Gas Company or The Peoples Gas Light and Coke Company is a Providing Party to any

Party or Receiving Party from any Party except WBS from which it receives services under Appendix C, and other requirements applicable to North Shore Gas Company and The Peoples Gas Light and Coke Company.

The terms “provide,” “providing,” “provision of” and the like in connection with a Service or Services include a transfer or sharing of property, assets or employees.

2. Each Party will have the right, at its sole discretion, to refuse to provide any Services requested under this Agreement. There will be no exclusive right or right of first refusal associated with the provision of Services. Receiving a refusal from another Party to a request under this Agreement will not be a prerequisite for any Party to obtain from an independent third party any Service that is or could be provided under this Agreement. Refusals of requests by any Party under this Agreement will not terminate all or any portion of this Agreement.
3. A Providing Party and a Receiving Party may establish and document their expectations and requirements with respect to any particular Service to be rendered under this Agreement.
4. Nothing in this Agreement will require any Regulated Party to take actions that, relative to not acting under this Agreement, it would expect to negatively affect the reliability or quality of utility services available to the Regulated Party's customers, impede the Regulated Party's ability to provide utility services to its customers, or increase the costs to its customers of receiving utility services.

5. If both WBS and another Party may be the Providing Party for a given Service under Appendix C, Appendix D and Appendix E, as applicable, and WBS and the other Party are willing and able to provide the Service, the Receiving Party will determine which Party will be the Providing Party.

**Article III**  
**Determining Charges for Services Provided**

**1. Charges for Services.**

- (a) All Services that any Regulated Party provides to another Regulated Party will be priced at cost, with cost determined pursuant to Section III.2.
- (b) All Services that any Regulated Party provides to any Non-Regulated Party will be priced at the greater of cost or fair market value, with cost determined pursuant to Section III.2 and with fair market value determined pursuant to Section III.4.
- (c) All Services that any Non-Regulated Party provides to any Regulated Party will be priced at the lesser of cost or fair market value, with cost determined pursuant to Section III.3 and with fair market value determined pursuant to Section III.4.
- (d) Notwithstanding anything else in this Agreement, all Services that WBS provides will be priced at cost, as determined by 18 C.F.R. Part 367, and all Services that WBS receives will be priced at cost, as determined by Section III.2 or III.3, as applicable.
- (e) Any sale or transfer of an asset will be at the Providing Party's net book value.

## **2. Determining Cost For Regulated Providing Parties**

### **(a) Labor Cost.**

- i. Each employee of any Regulated Party will report the time spent providing Services in a time reporting system that WBS maintains or that a Regulated Party maintains in accordance with its established accounting procedures.
- ii. A standard labor dollar hourly rate will be applied to the time reported pursuant to sub-paragraph (a)(i).
- iii. All appropriate overheads will follow labor costs.

**(b) Equipment Cost.** Costs for equipment used in the provision of Services or otherwise provided or transferred will include all operating expenses, applicable overheads, maintenance, depreciation, return on investment and sales taxes. Transportation and vehicle costs used in providing Services will be determined based on relative total hours or miles of use or on a vehicle loading applied to labor costs, and will include repairs, maintenance, fuel, depreciation, return on investment, and rental expense. In all cases, return on investment will be calculated using a return on net assets at a rate equal to the prevailing pre-tax weighted cost of capital authorized by the Commission(s) having jurisdiction over the retail rates of the Regulated Party that provided a Service for which a cost is being determined.

- (c) **Materials and Supplies Cost.** Costs of materials and supplies commonly used across affiliates will be directly determined and charged. All appropriate overheads will follow the assignment of the direct costs. The costs of material will be based on the average unit price, which includes invoice price, and shipping expenses, net of purchase discounts.
- (d) **Other Direct Costs.** Other direct costs, which include contract labor, contract services, employee reimbursement for meals and lodging and other costs not included in labor, equipment, materials and supplies, will be either accumulated and billed directly based on actual charges or allocated.
- (e) **Calculating Total Cost of Service.** The sum of the direct and indirect charges calculated in accordance with sub-paragraphs (a) through (d), will constitute the total cost of Services provided.
- (f) **Cost Records.** Each Regulated Party will maintain a cost accounting system to accumulate all costs related to Services it provides on a basis that is adequate to enable the Commissions and FERC to audit and track its actual costs in connection with transactions under this Agreement.
3. **Determining Cost For Non-Regulated Providing Parties.** Costs incurred by a Non-Regulated Party in providing a Service to a Regulated Party under this Agreement will be determined in accordance with accounting standards customarily used by businesses such as those in which the Non-Regulated Party is engaged. Each Non-Regulated Party will maintain a cost accounting system

that is adequate to enable the Commissions and FERC to audit and track its actual costs in connection with transactions under this Agreement.

4. **Fair Market Value.** The fair market value of providing a Service under this Agreement will mean the cost the Providing Party determines by making a good faith effort to identify costs in the relevant market for such or a similar Service. If, despite good faith efforts, a Providing Party is not able to determine the fair market value of a Service it provides to a Receiving Party, the fair market value will be deemed to be equal to the Providing Party's cost.
5. **FERC Jurisdiction.** With respect to any charges imposed by WBS for Services provided under this Agreement that are subject to FERC's jurisdiction, no Party will elect, or cause any affiliate to elect on its behalf, to have FERC review pursuant to Section 1275 of the Energy Policy Act of 2005 (42 U.S.C. § 16462 or any successor law) the allocation of costs for goods and services provided by WBS until the Commissions with jurisdiction to do so have reviewed and taken required actions regarding the affiliated interest transactions and agreements, or amendments thereto, associated with WBS. If the Commissions have not completed review and approval or taken other appropriate action within a reasonable time, then any Party or its affiliate may seek such FERC review after giving the Commissions who have not so acted at least sixty (60) days' prior written notice.

#### **Article IV** **Billing and Payment**

1. All billing and payment under this Agreement may occur through electronic means. References to “bills” means accounting information available to the Parties and “pay” means the transfer of cash on the Parties’ books, taking any applicable netting into account.
2. Each Providing Party will, for any month in which it provides a Service under this Agreement, make available sufficient detail to each Receiving Party for charges for Services provided in the preceding month and such detail will be the “bill.” This detail will permit each Receiving Party to identify and, for a Regulated Party, to classify the charges in terms of the system of accounts prescribed by the Commission(s) having jurisdiction over the retail rates of the Regulated Party.
3. Each Receiving Party will pay outstanding balances by the end of the month following the availability of detailed information about charges.
4. If a Receiving Party disputes the calculation of any portion of the amount paid, it will work with the Providing Party to resolve the issues and correct the balance in the following month. The Parties involved in such dispute will involve the other Parties in the resolution of the dispute if appropriate.

**Article V**  
**Accounting; Records; Reports**

1. Each Regulated Party will keep all its accounts and records in accordance with the relevant requirements promulgated by the Commission(s) with jurisdiction. Without limiting the foregoing, each Regulated Party will maintain adequate books and records with respect to all of its transactions under this Agreement and will record the costs to be allocated to the other Parties in appropriate

accounts in its general ledger system. Each Regulated Party will maintain internal controls to ensure that it allocates and bills the costs associated with all transactions under this Agreement properly and consistently in accordance with this Agreement.

2. WBS will keep all its accounts and records in accordance with the relevant requirements promulgated by FERC, including 18 C.F.R. Parts 367 and 368 of FERC's regulations or any successor regulations. Without limiting the foregoing, WBS will maintain adequate books and records with respect to all of its transactions under this Agreement and will record the costs to be allocated to the other Parties in appropriate accounts in its general ledger system. WBS will maintain internal controls to ensure that it allocates and bills the costs associated with all transactions under this Agreement properly and consistently in accordance with this Agreement.
3. Each Regulated Party will provide the Commissions a copy of WBS' FERC Form No. 60, or such other annual report required by FERC of centralized service companies, contemporaneous with its annual filing of such report with FERC. Each Regulated Party will also file with the Commissions, contemporaneous with its annual filing of such report with FERC, the following schedules. These schedules will list all costs incurred by WBS and all costs allocated to all entities to which WBS provides or provided services. In Illinois, these schedules will be filed as supplemental schedules to the annual report to the Commission required

by Section 5-109 of the Public Utilities Act (220 ILCS 5/5-109), known as Form 21.

- (a) A schedule summarizing the direct and indirect charges for each functional area in Appendix C. The report will present the dollar amounts and percentages charged to each Party as listed in Appendix C, as well as to all other entities that receive direct or indirect charges from WBS for such functional areas.
- (b) A schedule providing a breakdown by subaccount of Account 923, Outside Services Employed. The schedule will aggregate amounts paid to any one payee in each subaccount. If one subaccount is less than \$250,000, only the aggregate number and amount of all such payments included within the subaccount will be shown. The schedule will include subtotals for each type of service.
- (c) A schedule listing each pension and benefit program provided by WBS. Such listing will be limited to amounts over \$250,000.
- (d) A schedule listing the amount included in Account 930.1, General Advertising Expenses, classifying the items according to the nature of the advertising and as defined in the account definition. If a particular class includes an amount in excess of \$250,000 applicable to a single payee, the schedule will show separately the name of the payee and the applicable aggregate amount.

- (e) A schedule listing the amount included in Account 931, Rents, classifying such expenses by major groupings of property, as defined in the account definition of the Uniform System of Accounts in 18 C.F.R. Part 367 of FERC's regulations.
  - (f) A schedule providing an analysis of Account 408, Taxes Other Than Income. The report will separate the analysis into two groups: (1) other than U.S. Government taxes, and (2) U.S. Government taxes. The report will specify each of the various kinds of taxes and show the accounts. A subtotal will be provided for each class of tax.
  - (g) A schedule listing the amount included in Account 426.1, Donations, classifying such expense by its purpose. The aggregate number and amount of all items of less than \$250,000 may be shown in lieu of details.
  - (h) A schedule listing the amount included in Account 426.5, Other Deductions, classifying such expenses according to their nature.
4. Each year by May 1, each Regulated Party will submit to the person or department designated by its Commission or its Commission's staff reports showing: (i) its charges, as a Providing Party, to any Receiving Party to which it provided Services during the preceding calendar year; and (ii) its payments, as a Receiving Party, for Services received from Providing Parties during the preceding calendar year.
  5. Every year there will be an internal audit of transactions under this Agreement for the purpose of testing compliance with this Agreement. Such audit may be either

a discrete audit solely of Services under this Agreement or may be an audit of the Services under this Agreement and other affiliated interest service agreements. The internal audit will include, the following: (i) the accuracy of the derivations of costs billed by the Providing Parties; (ii) the determination that the costs billed to the Regulated Parties are priced at the lesser of cost or fair market value, based on the studies and updates required by Section V.6; (iii) the determination that Services provided by the Regulated Parties to the Non-Regulated Parties, except WBS, are billed at the greater of cost or fair market value, based on the studies and updates required by Section V.6; and (iv) the accuracy of charges billed under this Agreement during the year. The Regulated Parties will submit a copy of the audit report to the person or department designated by the Commissions or the Commissions' staffs no later than July 1 of each year. The first such audit report will pertain to the period ending December 31 of the year in which this Agreement is effective, and will be due on or before July 1 of the following year. Subsequent audit reports will be due July 1 following the calendar year that is the subject of the audit.

6. At least once every three years, the Parties will conduct a new study of the cost of Services provided under this Agreement, for the purpose of testing compliance with the Agreement and to analyze the market price of Services provided. The Parties will update the study annually. The Services subject to the studies and the updates will be those that a Non-Regulated Party provides or receives and for which a reasonable substitute is widely available in the relevant market. The

studies and updates will be completed no later than May 1 of the year following the end of the most recently completed fiscal year covered by the new study or update. The Parties will notify the person or department designated by the Commissions or the Commissions' staffs of the availability of the study and annual update and, if requested, make such available for review at the Commission's offices. The first such new study shall pertain to the period ending December 31 of the year after this Agreement becomes effective, and shall be due on or before May 1 of the year following such December 31.

**Article VI**  
**Representations and Warranties of the Parties and Other Obligations of WBS**

1. Each Party represents and warrants that:
  - (a) it has the right, power, and authority to enter into and perform its obligations under this Agreement;
  - (b) it has taken all requisite corporate action to approve execution, delivery, and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation of each Party enforceable in accordance with its terms; and
  - (c) the fulfillment of obligations under this Agreement will not constitute a material violation of any existing applicable law, rule, regulation, or order of any governmental authority.
2. In its performance of services under this Agreement, WBS: (i) will follow applicable federal and state regulations, including codes and standards of conduct, with respect to the sharing of confidential information it receives from

any other Party with another; (ii) will not give one or more other Parties, or any other affiliate within the WEC Energy holding company system, a competitive advantage in relevant markets; and (iii) will not subsidize any other Party and will not cause any other Party to subsidize any of its affiliates.

3. WBS will make readily available to each Commission, FERC and any other governmental or regulatory agency with jurisdiction under applicable law (an “agency”) reasonable access to its books and records (including the basis for its computation of cost allocations) as may be necessary for each agency to review WBS’s transactions with each other Party within such agency’s jurisdiction.

#### **Article VII** **Liability and Indemnity**

1. Each Party (an “Indemnifying Party”) will indemnify and save harmless each other Party (an “Indemnified Party”) from any and all damages, expenses, claims, costs, attorneys’ fees or other injury, including injury to person, life or property, and further including injury resulting in the death of any person or persons (“Damages”), in any manner arising out of or in connection with the willful or negligent acts or omissions of the Indemnifying Party in the performance of this Agreement. If one or more Indemnified Parties is made a party to any suit or litigation on account of any actual or alleged Damages, the appropriate Indemnifying Party or Parties will defend such action on behalf of the Indemnified Party or Parties and, if judgment will be obtained or claim allowed in any of said proceedings against one or more Indemnified Parties, the appropriate Indemnifying Party or Parties will pay and satisfy such judgment or claim in full.

2. EACH PARTY AGREES THAT NO OTHER PARTY WILL BE LIABLE TO IT FOR SPECIAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES OR OTHER SUCH LOSSES, DAMAGES, COSTS OR LIABILITIES ARISING FROM ANY CAUSE WHATSOEVER, WHETHER OCCASIONED BY THE NEGLIGENT ACTS OR OMISSIONS OF A PARTY OR ITS EMPLOYEES, AGENTS OR REPRESENTATIVES OR OTHERWISE.

**Article VIII**  
**Additional Provisions**

1. This Agreement will become effective on the first day of the fiscal quarter following approval or waivers of the Commissions. Once effective, this Agreement will continue in full force and effect until and unless modified or terminated as provided in this Agreement.
2. The Parties may amend or modify this Agreement at any time by written agreement of all the Parties and, if required, approval or waivers of the Commissions.
3. The terms “include” and “including” in this Agreement are not words of limitation by enumeration but connote that items identified after these words represent a non-exclusive list.
4. The Parties acknowledge that all or portions of this Agreement may be challenged before regulatory agencies or a court of competent jurisdiction by persons or entities not Parties to this Agreement. In such event, the Parties agree that each will use its reasonable efforts before such agencies and courts to support the pursuit and accomplishment of the Parties’ objectives in entering into this Agreement.

5. This Agreement, and any rights under this Agreement, may not be assigned without the prior written consent of all Parties and, if required, approval or waivers of the Commissions.
6. The addition of a Party to this Agreement or the termination of this Agreement as to a Party will not require the approval or waiver of the Commissions, but the Regulated Parties will give written notice to the Commissions of changes to Appendix A or Appendix B reflecting the current Parties to this Agreement.
7. Any change to Appendix C or Appendix D will not require the prior approval of the Commissions but the Regulated Parties will give sixty (60) days' prior written notice to the Commissions of changes to Appendix C or Appendix D.
8. Notwithstanding anything to the contrary in this Agreement, Minnesota Energy Resources Corporation will submit to the MPUC for approval any changes in the Parties to the Agreement or changes in the Services covered by the Agreement, as required by Minn. Stat. § 216B.48. As required by the MPUC's September 14, 1998 Order in Docket No. E,G-999/CI-98-651, such changes will be submitted within 30 days.
9. Any change to Appendix E will be subject to the ICC requirements described in that Appendix E and will not require notice to or filing with any other Commission or FERC.
10. A Party leaving the WEC Energy holding company system may continue to receive Services from any other Party for a reasonable transition period following such departure from the WEC Energy holding company system. Once any such

departure has occurred or when the Party has ceased receiving Services, an updated Appendix A or Appendix B will be filed with the Commissions.

11. In providing Services, any Providing Party may arrange, where it deems appropriate, for the services of third party experts, consultants, attorneys, advisers, or other contractors or agents with necessary qualifications as may be required for or pertinent to the performance of Services for the Parties.
12. Each Party will treat in confidence all information that it may obtain from or regarding the other Parties and their respective businesses during the term of this Agreement. Each Party agrees to protect the other Parties' information using the same degree of care that it uses to protect its own confidential information, and in no event less than reasonable care. Except to the extent disclosure of such information is required by a governmental authority having jurisdiction, such information will not be communicated to any person other than the Parties, and will be shared among the Parties only to the extent certain persons need to know such information in order for the Parties to perform under this Agreement. If a Party is required to disclose confidential information to a governmental authority, such Party will take reasonable steps to make such disclosure confidential under the rules of such governmental authority. Information provided under this Agreement will remain the sole property of the Party providing such information. The requirements of this Section VIII.12 will not apply with respect to information that is or becomes available (i) to such Party from a source other than the Party providing such information, unless such other source has imposed confidentiality

restrictions, or (ii) to the public other than as a result of disclosure by such Party or its agents.

13. The Parties agree and acknowledge that any legal advice or legal services provided, or arranged to be provided, by or on behalf of any Providing Party under this Agreement will be for the direct or indirect benefit or common interest of all of the Receiving Parties. It is the intention of all Parties to maintain all privileges that may apply to any communications related to the provision or receipt of such legal advice or services.
14. The Parties hereby appoint all Providing Parties as their agents to represent them in providing services for or on their behalf under this Agreement. The Parties also authorize all Providing Parties to purchase (*i.e.*, take title to) various commodities, goods and assets in connection with their provision of Services, and to sell (*i.e.*, convey title to) such commodities, goods and assets to the Parties, including to Receiving Parties, in their provision of Service. Any sale of such commodities, goods and assets by Providing Parties to Receiving Parties and any use of such commodities, goods or assets by Providing Parties in the provision of Services will be at the costs incurred by such Providing Parties, to be allocated among the Receiving Parties pursuant to the methodologies prescribed in this Agreement. The Providing Parties will be accountable for all funds advanced or collected on behalf of a Receiving Party in connection with any transaction in respect of which a Providing Party provides Services. A Providing Party's provision of Services will in all cases and notwithstanding anything in this

Agreement to the contrary be subject to any limitations contained in authorizations, rules or regulations of those governmental agencies having jurisdiction over a Providing Party or its provision of Services.

15. If any amendment to this Agreement does not receive any approval or waiver by all Commissions that may be required, then the Parties will promptly negotiate in good faith new provisions to restore such amendment, as nearly as possible, to its original intent and effect, and file for approval or waivers of the Commissions.
16. If any governmental or regulatory agency or court of competent jurisdiction holds that any provision of this Agreement is invalid, or otherwise takes action resulting in the impossibility or impracticability of performance of all or a portion of this Agreement, the remainder of this Agreement will not be affected thereby and will continue in full force and effect. In the event any provision of this Agreement is so held invalid, the Parties will promptly renegotiate in good faith new provisions to restore this Agreement as nearly as possible to its original intent and effect, and file for approval or waivers of the Commissions.
17. No course of dealing or course of performance among the Parties will be construed to alter the terms of this Agreement.
18. The Parties agree that there is no third party beneficiary of this Agreement and that the provisions of this Agreement do not impart enforceable rights to anyone who is not a Party.
19. This Agreement will be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to principles of conflicts of law;

provided, however, that no Regulated Party will be required to comply with this Agreement to the extent such compliance would be a violation of the public utility laws of any state(s) in which such Regulated Party conducts its state-regulated utility operations.

20. This Agreement may be executed in any number of counterparts, each of which when executed and delivered will be deemed to be an original and all of which counterparts taken together will constitute one and the same instrument.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on its behalf as of the day and year first above written.

WEC ENERGY GROUP, INC.  
[for itself and on behalf of all Non-Regulated  
Parties other than WEC Business Services LLC]

WEC BUSINESS SERVICES LLC

By

By

Name:

Name:

Title:

Title:

MICHIGAN GAS UTILITIES  
CORPORATION

THE PEOPLES GAS LIGHT AND COKE  
COMPANY

By

By

Name:

Name

Title:

Title

MINNESOTA ENERGY RESOURCES  
CORPORATION

WISCONSIN ELECTRIC POWER  
COMPANY

By

By

Name:

Name:

Title:

Title:

NORTH SHORE GAS COMPANY

WISCONSIN GAS, LLC

By

By

Name

Name:

Title

Title:

WISCONSIN PUBLIC SERVICE  
CORPORATION

By

Name:

Title:

## **Appendix A Regulated Parties**

### **Michigan Gas Utilities Corporation**

a Michigan public utility engaged in the business of providing natural gas service

### **Minnesota Energy Resources Corporation**

a Minnesota public utility engaged in the business of providing natural gas service

### **North Shore Gas Company**

an Illinois public utility engaged in the business of providing natural gas service

### **The Peoples Gas Light and Coke Company**

an Illinois public utility engaged in the business of providing natural gas service

### **Wisconsin Electric Power Company**

a Wisconsin and Michigan public utility engaged in the business of providing electric and natural gas service

### **Wisconsin Gas Company LLC**

a Wisconsin public utility engaged in the business of providing natural gas service

### **Wisconsin Public Service Corporation**

a Wisconsin and Michigan public utility engaged in the business of providing electric and natural gas service

**Appendix B  
Non-Regulated Parties**

**WEC Energy Group, Inc. and its subsidiaries not listed on Appendix A or on this Appendix B**

**WEC Business Services LLC**

## **Appendix C**

### **I. Services that WBS May Provide to Any Party**

Subject to the limitations set forth in Section II.1 and applicable state and federal requirements, WBS may provide to any Party the Services described in this Appendix C, Section I.

#### **1. Administrative**

“Administrative” means facility management services for owned and leased facilities and grounds. This includes operations and maintenance of structures, capital improvements, interior space planning, printing services, security and janitorial, and acquisition and management of real estate and land rights, including easements and right-of-ways.

Allocation Factors: (1) Square Footage; (2) Number of Employees; (3) Dollars Associated with Number of Imprints; (4) Composite Allocator; (5) Number of Customers.

#### **2. Communications**

“Communications” means the preparation and dissemination of information to employees, customers, government officials, the public and the media.

Allocation Factors: (1) Number of Employees; (2) General/Corporate; (3) Number of Customers.

#### **3. Customer**

“Customer” means the provision of services and systems dedicated to customer service, including meter reading and billing, credit, collections, customer relations, call center operations, revenue assurance, account management, market research, customer strategy, and claims management. It also includes customer relations planning and compliance, customer contact services (including customer assistance), and managing customer relations subcontractors.

Allocation Factors: (1) Number of Customers; (2) Number of Meters; (3) Call Volume; (4) General/Corporate.

#### **4. Environmental**

“Environmental” means the performance of assessments, investigations, remediation and other activities required to ensure compliance with applicable environmental laws and regulations, permitting, licensing, due diligence, waste management, and emergency response.

Allocation Factors: (1) FTE Work Estimate; (2) General/Corporate; (3) MW.

#### **5. Executive Management**

“Executive Management” means the executive management and oversight activities

performed by officers and other senior executives of a Party. Such activities include the formulation of general business plans and policies, selection of key management personnel, and allocation of financial resources.

Allocation Factors: (1) General/Corporate.

## **6. External Affairs**

“External Affairs” means administering the Parties’ activities in the areas of governmental relations, community support and economic development, as well as the analysis and formulation of regulatory policy, rate case preparation and rate administration.

Allocation Factors: (1) Total Property, Plant and Equipment; (2) Number of Employees; (3) General/Corporate; (4) Number of Customers.

## **7. Finance**

“Finance” means accounting, finance, treasury, tax, internal audit, risk management, insurance and related financial services. Examples of activities performed within these various financial disciplines includes the following: maintain corporate books and records, prepare financial and statistical reports, process payments to vendors, ensure compliance with tax laws and regulations, manage debt and maintain banking relationships, invest pension assets, establish and monitor internal controls, perform financial and risk analysis, prepare budgets and forecasts, maintain shareholder records, communicate with the investment community, and procure and manage insurance.

Allocation Factors: (1) Number of Transactions; (2) Total Property, Plant and Equipment; (3) Number of Employees; (4) FTE Work Estimate; (5) General/Corporate.

## **8. Human Resources**

“Human Resources” means the establishment and administration of policies and assuring compliance with legal requirements in the areas of employment, compensation, benefits and employee health, safety, and wellness. It also involves providing payroll and employee benefit and workers’ compensation administration, employee training and development, recruiting and staffing services, employee communications and labor relations management. It further includes “Compliance,” which means, to the extent not covered by other Services, establishment and administration of policies to support compliance with laws, ethics, and corporate code of conduct and other corporate policies.

Allocation Factors: (1) Number of Employees; (2) General/Corporate.

## **9. Information Technology**

“Information Technology” means telecommunications and electronic data processing services such as computer operations, software development and maintenance, network support, end-user support, database administration and information

systems security. It also includes infrastructure and application architecture services, website and hosting services, and disaster recovery services.

Allocation Factors: (1) General/Corporate; (2) Number of Employees; (3) Application Allocator; (4) CPU and Disk Storage; (5) Number of Devices; (6) Number of Meters; (7) Number of Customers.

#### **10. Legal and Governance**

“Legal and Governance” means the provision of all types of legal advice and related services involving legal services related to corporate and commercial activities, contracts, litigation, regulatory matters, securities (including compliance with securities law requirements), real estate, legislative, employment and benefits, tax, and intellectual property matters. It includes oversight of maintenance of corporate records (policies, procedures and management). It includes services required of a publicly held corporation, including shareholder, board of director and related committee meetings, consents, resolutions, minutes, and records.

Allocation Factors: (1) General/Corporate.

#### **11. Supply Chain**

“Supply Chain” means the acquisition and provision of goods and services other than fuel, energy commodities or energy transmission. It includes supplier diversity. Specific activities include material inventory management, contract administration services, warehousing and logistics services and the establishment of inventory standards. It further includes the purchase, oversight, and maintenance of vehicles and related equipment.

Allocation Factors: (1) Total Non-Labor Spend without Fuel and Supply; (2) Number of Fleet Assets; (3) Number of Transactions; (4) Composite Allocator.

### **II. Services that WBS May Provide to Any Regulated Party**

Subject to the limitations set forth in Section II.1 and applicable state and federal requirements, WBS may provide to any Regulated Party the Services described in this Appendix C, Section II.

#### **1. Operational Support and Development**

“Operational Support and Development” means support to utility distribution operations. Such support includes designing and monitoring the construction and maintenance of distribution lines and ensuring that construction activity is consistent with plans. It includes coordinating the planning and operation of distribution systems, performing operational reviews of completed construction, maintenance work of distribution lines and operating meter shops. It includes geospatial services, locate system support, damage prevention, and contract administration to all regulated gas and electric affiliates. It includes providing services and training to operate and support gas and electric utility operations, such as construction, design,

operation and maintenance; and field services. It further includes developing and implementing initiatives to enhance efficiencies and operational compliance, technical training, and project management.

Allocation Factors: (1) Feet of Installed/Replaced Pipeline; (2) Number of Meters Repaired; (3) FTE Work Estimate; (4) Number of Employees; (5) Project Specific Allocator; (6) MW.

## **2. Wholesale Energy and Fuels**

“Wholesale Energy and Fuels” means administrative functions related to purchasing, marketing and selling natural gas and other energy commodities (including hedging and other risk management tools); scheduling, dispatching, interrupting, and curtailing deliveries; acquiring, selling, releasing and managing capacity; control operations (including compliance with applicable state and federal operating requirements); and operating utility-owned underground natural gas storage fields. This function excludes all functions that are not ministerial in nature and excludes contract ownership, as each Party will continue to hold supply and capacity contracts in its own name.

Allocation Factors: (1) Gas Throughput; (2) Peak Day Capacity; (3) MW; (4) FTE Work Estimate.

### **Allocation Factors for Services that WBS May Provide**

WBS will allocate costs through a tiered approach. This allocation methodology reflects operational aspects of the charge and applies costs in a meaningful and impartial manner.

First, costs will be directly charged whenever appropriate and practicable. Direct charging is essentially a 100% allocation of costs related to a particular Service to the Party receiving that Service.

Second, where direct charging is not appropriate and practicable, costs will be allocated using cost causation principles that link costs related to a particular Service to the Party receiving that Service.

All other cost allocations will be broad-based with a generalized cost basis proxy.

### **Specific Allocation Factors**

Application Allocator – Based on the allocation of the specific application being worked on. The numerator of which is for a Party and the denominator of which is for all Parties or specific Parties receiving the Service allocated per this factor, if not all Parties are receiving the Service. This ratio will be determined annually or more frequently if required due to a significant change in circumstances.

Call Volume – Based on average call volume during the most recent 12 months for which data are available or for a forecast 12-month period at the time the budget is prepared. The numerator of which is for a Party and the denominator of which is for all Parties or specific Parties receiving the Service allocated per this factor, if not all Parties

are receiving the Service. This ratio will be determined annually or more frequently if required due to a significant change in circumstances.

Composite Allocator Based on Total Historical Billings for a WBS functional service as defined in Appendix C - Based on the total O&M billings for the most recent 12 months for which data are available or for a forecast 12-month period at the time the budget is prepared or total O&M billings for the previous calendar year. The numerator of which is for a Party and the denominator of which is for all Parties or specific Parties receiving the Service allocated per this factor, if not all Parties are receiving the Service. This ratio will be determined annually or more frequently if required due to a significant change in circumstances.

CPU and Disk Storage – Based on the number of CPU cycles used by the application divided by the total number of used CPU cycles and the total bytes of data storage used by the application divided by the total bytes used for data storage for the most recent 12 months for which data are available or for a forecast 12-month period at the time the budget is prepared. The numerator of which is for a Party and the denominator of which is for all Parties or specific Parties receiving the Service allocated per this factor, if not all Parties are receiving the Service. This ratio will be determined annually or more frequently if required due to a significant change in circumstances.

Dollars Associated with Number of Imprints – Based on the dollars associated with the number of imprints for the most recent 12 months for which data are available or for a forecast 12-month period at the time the budget is prepared. The numerator of which is for a Party and the denominator of which is for all Parties or specific Parties receiving the Service allocated per this factor, if not all Parties are receiving the Service. This ratio will be determined annually or more frequently if required due to a significant change in circumstances.

Feet of Installed/Replaced Pipeline – Based on average number of feet installed/replaced for the most recent 12 months for which data are available or for a forecast 12-month period at the time the budget is prepared. The numerator of which is for a Party and the denominator of which is for all Parties or specific Parties receiving the Service allocated per this factor, if not all Parties are receiving the Service. This ratio will be determined annually or more frequently if required due to a significant change in circumstances.

Full Time Equivalent (FTE) Work Estimate – Based on a recurring, predictable level of service. The numerator of which is for a Party and the denominator of which is for all Parties or specific Parties receiving the Service allocated per this factor, if not all Parties are receiving the Service. This ratio will be determined annually or more frequently if required due to a significant change in circumstances.

Gas Throughput – Based on gas throughput in dekatherms (sales or transportation or both) for the most recent 12 months for which data are available or for a forecast 12-month period at the time the budget is prepared. The numerator of which is for a Party and the denominator of which is for all Parties or specific Parties receiving the Service allocated per this factor, if not all Parties are receiving the Service. This ratio will be

determined annually or more frequently if required due to a significant change in circumstances.

General/Corporate – Based on an equal weighting of a 13-month average of assets (excluding hedge assets, goodwill, and non-ordinary assets) for the most recent 13 months at the time the budget is prepared and average annual O&M costs (excluding fuel costs) for the most recent 12 months at the time the budget is prepared. The numerator of which is for a Party and the denominator of which is for all Parties or specific Parties receiving the Service allocated per this factor, if not all Parties are receiving the Service. This ratio will be determined annually or more frequently if required due to a significant change in circumstances.

Megawatts (MW) – Based on the percentage rated generation capacity in megawatts (MW), the numerator of which is for all Parties or specific Parties receiving the Service allocated per this factor, if not all Parties are receiving the Service. This ratio will be revised annually at budget time if there are additions or deletions of generating units, or changes in ownership percentages of existing units. Generating capacity may be inclusive of all generation types or specific such as hydro or coal. The MW allocator may also be used to allow for accounting to the plant level.

Number of Customers – Based on the average number of customers over the most recent 12 months for which data are available or for a forecast 12-month period at the time the budget is prepared. The numerator of which is for a Party and the denominator of which is for all Parties or specific Parties receiving the service allocated per this factor, if not all Parties are receiving the service. This ratio will be determined annually or more frequently if required due to a significant change in circumstances. Customers may be all customers or a relevant subset of customers, including electric, gas, sales or transportation.

Number of Devices – Based on the number of devices or a forecast at the time the budget is prepared. The numerator of which is for a Party and the denominator of which is for all Parties or specific Parties receiving the service allocated per this factor, if not all Parties are receiving the service. This ratio will be determined annually or more frequently if required due to a significant change in circumstances. Devices may include counts of personal computers, mobile computing devices, pagers, or radios.

Number of Employees - Based on the average number of employees included in the budget that is being prepared. The numerator of which is for a Party and the denominator of which is for all Parties or specific Parties receiving the service allocated per this factor, if not all Parties are receiving the service. This ratio will be determined annually or more frequently if required due to a significant change in circumstances. Employees may be all employees or a relevant subset of employees, including employees at a specific location(s), union, or non-union.

Number of Fleet Assets – Based on the average number of fleet assets during the most recent 12 months for which data are available or for a forecast 12-month period at the time the budget is prepared. The numerator of which is for a Party and the denominator of which is for all Parties or specific Parties receiving the service allocated per this

factor, if not all Parties are receiving the service. This ratio will be determined annually or more frequently if required due to a significant change in circumstances.

Number of Meters – Based on the average number of meters (electric and/or gas) in place during the most recent 12 months for which data are available or for a forecast 12-month period at the time the budget is prepared. The numerator of which is for a Party and the denominator of which is for all Parties or specific Parties receiving the service allocated per this factor, if not all Parties are receiving the service. This ratio will be determined annually or more frequently if required due to a significant change in circumstances.

Number of Meters Repaired – Based on the average number of meters repaired for the most recent 12 months for which data are available or for a forecast 12-month period at the time the budget is prepared. The numerator of which is for a Party and the denominator of which is for all Parties or specific Parties receiving the service allocated per this factor, if not all Parties are receiving the service. This ratio will be determined annually or more frequently if required due to a significant change in circumstances.

Number of Transactions – Based on the average number of transactions processed in the system during the most recent 12 months for which data are available or for a forecast 12-month period at the time the budget is prepared. The numerator of which is for a Party and the denominator of which is for all Parties or specific Parties receiving the service allocated per this factor, if not all Parties are receiving the service. This ratio will be determined annually or more frequently if required due to a significant change in circumstances. Transactions may include inventory, invoices processed, or office moves.

Peak Day Capacity (gas) – Based on the highest daily send out in therms (excluding transportation) for the most recent 12 months for which data are available or for a forecast 12-month period at the time the budget is prepared. The numerator of which is for a Party and the denominator of which is for all Parties or specific Parties receiving the service allocated per this factor, if not all Parties are receiving the service. This ratio will be determined annually or more frequently if required due to a significant change in circumstances.

Square Footage – Based on average square footage occupied for the most recent 12 months for which data are available or for a forecast 12-month period at the time the budget is prepared. The numerator of which is for a Party and the denominator of which is for all Parties or specific Parties receiving the service allocated per this factor, if not all Parties are receiving the service. This ratio will be determined annually or more frequently if required due to a significant change in circumstances.

Total Non-Labor Spend without Fuel and Supply – Based on the average non-labor spend excluding fuel and supply during the most recent 12 months for which data are available or for a forecast 12-month period at the time the budget is prepared. The numerator of which is for a Party and the denominator of which is for all Parties or specific Parties receiving the service allocated per this factor, if not all Parties are receiving the service. This ratio will be determined annually or more frequently if

required due to a significant change in circumstances.

Total Property, Plant and Equipment – Based on average property, plant and equipment balances during the most recent 12 months for which data are available or for a forecast 12-month period at the time the budget is prepared. The numerator of which is for a Party and the denominator of which is for all Parties or specific Parties receiving the service allocated per this factor, if not all Parties are receiving the service. This ratio will be determined annually or more frequently if required due to a significant change in circumstances.

## Appendix D

### Services That Any Party (Except WBS, North Shore Gas Company and The Peoples Gas Light and Coke Company) May Provide to Any Party (Except North Shore Gas Company and The Peoples Gas Light and Coke Company)

Subject to the limitations set forth in Section II.1 and applicable state and federal requirements, a Party may provide to or receive from any other Party the Services described in this Appendix D, provided that, WBS, North Shore Gas Company and The Peoples Gas Light and Coke Company may not be a Providing Party under this Appendix D and North Shore Gas Company and The Peoples Gas Light and Coke Company may not be a Receiving Party under this Appendix D<sup>1</sup>.

“Major Services” shall mean Services identified as such in this Appendix D and for which Parties expect that, in the normal course of business and under normal operating conditions, they shall provide on a regular or day-to-day basis. “Incidental Services” shall mean Services identified as such in this Appendix D and for which the Parties expect that, in the normal course of business and under normal operating conditions, they shall provide infrequently or, if provided on a regular or day-to-day basis, shall not be within a fiscal year more than 10% of the dollar amount of the total operating and maintenance expense of either Party from the prior fiscal year.

I. Any Regulated Party may provide to or receive from any other Regulated Party the following Major Services:

1. **Administrative and Maintenance:** Provide administrative and other support that is incidental to an individual employee’s normal job duties such as clerical support, reporting assistance, and regulatory support such as data responses; provide building management and maintenance support at company-owned or leased premises; provide information technology support in a limited capacity (e.g., two-way radio support).
2. **Customer:** Provide customer service; support billing and payment processing; support credit and collections activity; energy conservation support; marketing and sales work; claims management.
3. **Fleet:** Maintain vehicles; transport materials and supplies.
4. **Operational Support - Electric Utility:** Provide services and training to operate and support electric utility operations, such as compliance with independent system operator requirements; engineering, construction, design, operation and maintenance; contract management, including marketing and procurement;

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<sup>1</sup> WBS provides Services to all Parties under Appendix C. North Shore Gas Company and The Peoples Gas Light and Coke Company each provides and receives Services from Parties other than WBS under Appendix E.

electric capacity, energy and transmission services; FERC, NERC and other regulatory compliance; field services; system planning, analysis and projections.

5. **Operational Support - Gas Utility:** Provide services and training to operate and support gas utility operations, such as construction, design, operation and maintenance; field services; operational compliance.
5. **Project Assistance (IT):** Provide support for information technology projects, including those that will be capitalized as an asset of WBS.
6. **Union Employees:** Provide services by employees, who are members of a labor union and not employed by WBS, for all or part of any services that WBS would otherwise provide, and the services may include, by way of example and not limitation, IT, Accounting, Finance, Payroll, Supply Chain, and Administrative services.
7. **Warehousing:** Provide materials and supplies, including storage, ordering, and inventory management.

II. Any Non-Regulated Party may provide to or receive from any Regulated Party the following Services:

### Major Services

1. **Administrative and Maintenance:** Provide administrative and other support that is incidental to an individual employee's normal job duties such as clerical support, reporting assistance, and regulatory support such as data responses; provide building management and maintenance support at company-owned or leased premises; provide information technology support in a limited capacity (e.g., two-way radio support).
2. **Project Assistance (IT):** Provide support for information technology projects, including those that will be capitalized as an asset of WBS.
3. **Union Employees:** Provide services by employees, who are members of a labor union and not employed by WBS, for all or part of any services that WBS would otherwise provide, and the services may include, by way of example and not limitation, IT, Accounting, Finance, Payroll, Supply Chain, and Administrative services.

### Incidental Services

1. **Customer:** Provide customer service; support billing and payment processing; support credit and collections activity; claims management.
2. **Fleet:** Maintain vehicles; transport materials and supplies.
3. **Operational Support:** Provide services and training to operate and support energy operations.
4. **Warehousing:** Provide materials and supplies, including storage, ordering, and

inventory management.

- III.** In addition to providing and billing for the Services described in this Appendix D and in Section II.1, any Party may allocate costs to any other Party as follows:
- 1. Cost Allocations:** Payment of an invoice or refunds of credits by one or more Parties for goods or services for which another Party or other Parties benefitted; charges for systems owned by one Party and used by one or more other Parties; financing charges, such as those arising from intercompany loans (provided, however, that no Party will charge costs to Wisconsin Public Service Corporation, Wisconsin Electric Power Company or Wisconsin Gas Company LLC for intercompany loans); fees for credit lines available to more than one Party; transfers of renewable energy credits or other items of value; use of any airplane owned by WEC Energy; use of housing owned or rented by WEC Energy; benefit plans; transfer of benefits, such as vacation time when an employee transfers employment; and shared personnel, including management, regulatory, corporate directors and officers and their support personnel. The term “management” includes a Party’s chief executive officer, or comparable officer, all persons who directly report to that officer, and all persons who report to those direct reports.
  - 2. Transition:** When an employee moves from a position with one Party to a position with another Party, provide services, for a transition period, appropriate to assist the person(s) assuming responsibility for tasks formerly performed by the employee in his former position.
  - 3. Short Term Assignments:** When an employee assumes responsibilities, on a short-term (less than two years) basis, with another Party (subject to any otherwise applicable restrictions such as affiliated interest requirements) but does not become an employee of the other Party, provide services required by the new position and allocate costs appropriately.
- IV.** Any Non-Regulated Party may provide to or receive from any other Non-Regulated Party any Service.

## Appendix E

### RIDER APPLICABLE TO NORTH SHORE GAS COMPANY AND THE PEOPLES GAS LIGHT AND COKE COMPANY

**The Affiliated Interest Agreement approved by the Illinois Commerce Commission in Docket No. 16-\_\_\_\_\_ shall be subject to the following restrictions.**

Subject to the limitations set forth in Section II.1 and applicable state and federal requirements, North Shore Gas Company (“North Shore”) and The Peoples Gas Light and Coke Company (“Peoples Gas”) (collectively, “NSG/PGL”) may only provide to or receive from any other Party the Services as limited in this Rider.

1. “Major Services” shall mean Services identified as such in this Rider and for which Parties expect that, in the normal course of business and under normal operating conditions, they shall provide on a regular or day-to-day basis. “Incidental Services” shall mean Services identified as such in this Rider and for which the Parties expect that, in the normal course of business and under normal operating conditions, they shall provide infrequently or, if provided on a regular or day-to-day basis, shall not be within a fiscal year more than 10% of the dollar amount of the total operating and maintenance expense of either Party from the prior fiscal year.
2. “Non-Utility Affiliate” means the entities listed in Section E.V.
3. If NSG/PGL wish to revise Section E.I to add or delete services, NSG/PGL will file a Notice in Docket Nos. 12-0273/13-0612 (cons.) and also simultaneously provide a copy of the Notice to the Commission Staff’s Manager of Accounting and Manager of the Policy Program.

If no objections or recommendations concerning the change to the list of authorized services is filed, the addition or deletion of the service will take effect 35 days after the filing date.

If an objection or recommendation is filed, the Commission shall initiate a proceeding under Section 7-101 of the Public Utilities Act (“Act”) and the change in services shall not automatically become effective.

If NSG/PGL wish to revise the previously proposed change to the list of authorized services, a new Notice must be filed.

Nothing in this paragraph 3 prevents NSG/PGL from filing a Petition under Section 7-101 of the Act for review and approval under the process and within the timeframe that normally apply to such filings. Notwithstanding the foregoing, for good cause shown, if

NSG/PGL determine that either of them has provided to a Regulated Party or received from a Regulated Party a service not defined in Section E.I, NSG/PGL will promptly file a Notice in Docket Nos. 12-0273/13-0612 (cons.) and also simultaneously provide a copy of the Notice to the Commission Staff's Manager of Accounting and Manager of the Policy Program; such a filing after the service is provided or received will not be deemed a violation of the Act.

**I. The Parties may provide to or receive from any Regulated Party the Services set forth below which are limited to the specific terms delineated below.**

**Major Services**

1. **Administrative and Maintenance:** Provide administrative and other support that is incidental to an individual employee's normal job duties such as clerical support, reporting assistance, and regulatory support such as data responses; provide building management and maintenance support at company-owned or leased premises; and provide information technology support in a limited capacity (e.g., two-way radio support).
  - "Provide administrative and other support that is incidental to an individual employee's normal job duties" means that the person providing this service is assisting the person(s) primarily responsible for the task.
  - "clerical support" means typing; word processing; creating spreadsheets; working with various computer programs (e.g., Microsoft applications like PowerPoint, Visio, Excel); duplicating, including basic maintenance of duplication equipment (e.g., ordering and replacing paper and toner); mailing in whatever form (electronic mail, overnight courier, registered mail, arranging for personal delivery, electronic filing, etc.); and scheduling meetings or travel.
  - "reporting assistance" means helping prepare reports such as required regulatory submissions to governmental bodies like the SEC, FERC, NERC, EPA, IRS, public service commissions; and helping prepare reports to meet corporate requirements, such as Board of Director or senior management reports.
  - "regulatory support such as data responses" means helping respond to data requests or other information requests from governmental bodies or third parties in regulatory matters; helping prepare testimony; and helping prepare filings in regulatory proceedings.
  - "provide building management and maintenance support at company-owned or leased premises" means receptionist services; scheduling visitors and providing access, including applicable security requirements (e.g., maintenance of a log or identification requirements); and arranging for, scheduling or providing maintenance such as cleaning or repair at a company-owned or leased premises.

- “provide information technology support in a limited capacity (e.g., two-way radio support)” means assisting with a function that Information Technology would typically support and two-way radio support.
2. **Customer:** Provide customer service; support billing and payment processing; support credit and collections activity; energy conservation support; marketing and sales work; claims management.
- “Provide customer service” means services associated with handling all functions directly related to a customer being on the utility system, but not field services, such as handling and processing applications for service; handling credit-related requirements; initiating service upon completion of the application process, reconnecting service and disconnecting service (inputting the appropriate information in customer information systems and sending notices, not the field service of physically initiating, reconnecting or disconnecting service); answering customer inquiries; answering customer calls related to emergencies; handling payment arrangements; handling matters related to payment assistance programs; and responding to third party inquiries related to customer matters (e.g., public service commission complaints).
  - “support billing and payment processing” means services needed to prepare and issue bills; receive and process payments, including inputting data in customer information systems, and depositing payments in financial institutions.
  - “support credit and collections activity” means services needed to implement credit requirements (such as credit reviews to determine if a deposit is required to initiate service or restore service); credit reporting requirements; returning deposits; and collection of past due amounts, including sending notices to customers and inputting the appropriate information in customer information systems to support credit and collection activity and service discontinuance.
  - “energy conservation support” means supporting (directly or indirectly through support to contractors) the implementation of utility energy efficiency, demand response, energy conservation and similar programs; review and process applications; process incentive delivery; answer customer inquiries; answer third party inquiries (e.g., vendors, public service commissions); develop programs; maintain data about program implementation; and analyze programs.
  - “marketing and sales work” means communicating with current and prospective customers about available services; assisting customers apply for services; assisting customers with questions or concerns related to services the customer is taking; and assisting customers to discontinue services.

- “claims management” means handling matters related to customers or third parties bringing a claim against a Party or claims by a Party against customers or third parties, including investigations, litigation support, and settlements.
3. **Operational Support - Electric Utility:** Provide services and training to operate and support electric utility operations, such as compliance with independent system operator requirements; engineering, construction, design, operation and maintenance; contract management, including marketing and procurement; electric capacity, energy and transmission services; FERC, NERC and other regulatory compliance; field services; system planning, analysis and projections.
- “Provide services and training to operate and support electric utility operations” means services that an electric utility needs and training that employees need to operate and the list following this phrase identifies the categories of such services covered by this Agreement. Electric utility operations include coal-fired and gas fired facilities, hydroelectric plants, and intermittent resources such as wind and solar generation as well as the transmission and distribution systems to transmit the energy.
  - “compliance with independent system operator requirements” means the actions an electric utility must take to comply with requirements imposed by the independent system operator (ISO) in which it is a member. The ISO requirements are imposed by the ISO’s tariffs; by the ISO’s contract(s) with the electric utility; by the ISO’s business practice manuals; by the Federal Energy Regulatory Commission; by the national reliability organization; by the regional reliability organization. These actions are any step to meet an ISO requirement; reviewing requirements imposed by the foregoing; developing processes for compliance with the foregoing; participating in meetings about the foregoing; participating in meetings, hearings, conferences and the like with regulatory bodies and reliability organizations; preparing for and participating in internal and external audits associated with ISO requirements; preparing and maintaining documentation for internal recordkeeping; preparing and maintaining documentation for submission to or filing with a regulatory body or reliability organization; developing computer systems to comply with ISO requirements; developing and maintaining data retention policies to meet ISO requirements.
  - “engineering, construction, design, operation and maintenance” means services needed to develop, maintain and operate electric utility infrastructure. These services include any service that an engineer would perform associated with the operation of an electric utility’s capital assets such as generation, transmission and distribution facilities. It includes building (constructing) the assets; engineering oversight of building (construction). It includes designing the assets (engineering sketches, drafts, blue prints, specifications, selecting manufacturers and parts to acquire to construct the asset, selecting and contracting with contractors). It includes operating the assets, *i.e.*, the day-to-day tasks

associated with generating electricity (acquiring fuel, meeting regulatory and ISO requirements to schedule the use of the assets, running the generation facility); day-to-day tasks associated with running the distribution system and delivering energy to retail and wholesale customers consistent with applicable legal and physical requirements. It includes maintaining the assets (scheduled maintenance activities such as those recommended by the manufacturers of parts, those required by prudent utility practice or prudent industry practice, those required by regulatory authorities or reliability organizations; unscheduled maintenance such as activities required by damage to the assets by third parties, force majeure events or other persons or forces; repairs to the assets).

- “contract management, including marketing and procurement” means services associated with contracts (purchase and sale) related to operating an electric utility. Such services include requesting proposals, negotiating and entering into contracts to support the other functions identified for this service (e.g., contracts associated with compliance such as hiring consultants or contractors); services associated with the engineering, construction, design, operation and maintenance of the utility system; purchasing fuel (coal or gas) to generate energy; selling the output of the generation facilities, including sales and marketing activities such as responding to requests for proposal, meeting with current and prospective customers; implementing contract provisions such as giving required notices, complying with any credit requirements, complying with any insurance requirements, etc. (this list does not purport to list every contract management function as functions are dependent on the terms and conditions of the contract); retaining the contract for the applicable retention period; filing the agreement or any reports, if required, with regulatory bodies.
- “electric capacity, energy and transmission services” means running the electric utility system as it pertains to managing the particular services associated with capacity, energy and transmission. This means meeting ISO requirements and for WEC Energy’s electric utilities, requirements imposed by the American Transmission Company, LLC (ATC) or any successor, which owns and operates the transmission assets formerly owned by WEC Energy’s electric utilities.
- “FERC, NERC and other regulatory compliance” means meeting all electric utility operating requirements imposed by the Federal Energy Regulatory Commission (FERC); by the national reliability organization (NERC); by the regional reliability organization (e.g., MRO, Reliability First), the Public Service Commission of Wisconsin, the Michigan Public Service Commission, state and federal environmental agencies, and any other regulatory agency with jurisdiction over the electric utility operations of WEC Energy’s state-regulated electric utilities.
- “field services” means day-to-day operation of the electric utility system by personnel operating in the field, such as maintaining, operating, replacing and repairing lines, poles, transformers, and other assets. This service includes disconnecting or restoring energy service, tree trimming, and any other

mandated activity, performed in the field, to maintain the safe and reliable operation of the electric utility system.

- “system planning, analysis and projections” means planning to meet requirements (*i.e.*, load), including forecasting load, and the effect on generation, transmission and distribution (*e.g.*, is more or less needed and how should this be accomplished such as through the state process or the Midcontinent ISO process or ATC). It includes owned and contracted assets, determining whether to meet load through contracts or existing or new assets, and whether those assets may be owned or built by an WEC Energy entity or another entity. It includes participating in planning by the ISO and ATC and participating in state and federal regulatory proceedings. This service includes forecasting requirements (*i.e.*, load).
4. **Operational Support - Gas Utility:** Provide services and training to operate and support gas utility operations, such as construction, design, operation and maintenance; field services; operational compliance.
- “Provide services and training to operate and support gas utility operations” means services that a gas utility needs and training that employees need to operate and the list following this phrase identifies the categories of such services covered by this Agreement.
  - “construction, design, operation and maintenance” means services needed to develop, maintain and operate gas utility infrastructure. These services include any service associated with the operation of a gas utility’s capital assets such as storage, LNG, LP, transmission and distribution facilities and appurtenant facilities such as gate stations or interconnection facilities. It includes building (constructing) the assets and engineering oversight of building (construction). It includes designing the assets (engineering sketches, drafts, blue prints, specifications, selecting manufacturers and parts to acquire to construct the asset, selecting and contracting with contractors). It includes operating the assets, *i.e.*, the day-to-day tasks associated with running the transmission and distribution system, storage field, LNG or LP plant and delivering gas to retail and, if applicable, wholesale customers consistent with applicable legal and physical requirements. It includes maintaining the assets (scheduled maintenance activities such as those recommended by the manufacturers of parts, those required by regulatory authorities; unscheduled maintenance such as activities required by damage to the assets by third parties, *force majeure* events or other persons or forces; repairs to the assets).
  - “field services” means day-to-day operation of the gas utility system by personnel operating in the field, such as maintaining, operating, replacing, and repairing pipes, meters, regulators, valves, fittings, tanks, and other equipment appurtenant to those facilities. This service includes disconnecting

- or restoring service and any other mandated activity performed in the field, to maintain the safe and reliable operation of the gas utility system.
- “operational compliance” means, to the extent not covered by other Services, establishment and administration of policies to support compliance with applicable state and federal requirements applicable to gas facilities.
5. **Project Assistance (IT):** Provide support for information technology projects, including those that will be capitalized as an asset of WBS.
- “Provide support for information technology projects, including those that will be capitalized as an asset of WBS” means assisting with IT projects such as answering questions from IT and other WBS personnel modifying an existing information system or developing a new information system; providing data to such personnel; testing the modified or new system before and after implementation. “Information systems” include development of application and enterprise software, such as customer information systems or work management systems.
6. **Union employees** – Provide services by employees, who are members of a labor union and not employed by WBS, for all or part of any services that WBS would otherwise provide, and the services may include, by way of example and not limitation, IT, Accounting, Finance, Payroll, Supply Chain, and Administrative services.
7. **Warehousing:** Provide materials and supplies, including storage, ordering, and inventory management.
- “Provide materials and supplies” means managing tangible goods (*e.g.*, pipes, meters, poles, regulators, valves, fittings, transformers, office supplies, office equipment, vehicles, parts needed to repair assets) that the utility procures to support its business.
  - “storage” means storing (stocking) tangible goods in an appropriate manner, *i.e.*, in a manner that protects the goods from damage or deterioration, and, if applicable, in accordance with applicable manufacturers’ guidelines or legal requirements.
  - “ordering” means requisitioning and procuring tangible goods associated with the utility’s business.
  - “inventory management” means tracking or cataloging tangible goods; determining when to order more of such goods; determining whether and when to dispose of such goods; and preparing such goods for movement or transport to another site.

## **Incidental Services**

1. **Fleet:** Maintain vehicles; transport materials and supplies.

- “Maintain vehicles” means keeping vehicles in good repair and working order. “Vehicles” include all vehicles owned or used by the utility, including cars, trucks, vans, backhoes, and such.
- “transport materials and supplies” means moving tangible goods from one site to another.

## **II. Services between NSG/PGL and Non-Regulated Parties**

### **A. NSG/PGL may provide to WEC Business Services LLC and provide to and receive from WEC Energy Group, Inc., the following Incidental Services:**

1. **Administrative and Maintenance:** Provide administrative and other support that is incidental to an individual employee’s normal job duties such as clerical support, reporting assistance, and regulatory support such as data responses; provide building management and maintenance support at company-owned or leased premises; provide information technology support in a limited capacity (e.g., two-way radio support).
2. **Customer:** Provide customer service; support billing and payment processing; support credit and collections activity; claims management.
3. **Fleet:** Maintain vehicles; transport materials and supplies.
4. **Operational Support:** Provide services to operate and support energy operations.
5. **Project Assistance (IT):** Provide support for information technology projects, including those that will be capitalized as an asset of WBS.
6. **Union employees** – Provide services by employees, who are members of a labor union and not employed by WBS, for all or part of any services that WBS would otherwise provide, and the services may include, by way of example and not limitation, IT, Accounting, Finance, Payroll, Supply Chain, and Administrative services.
7. **Warehousing:** Provide materials and supplies, including storage, ordering, and inventory management.

### **B. NSG/PGL may only provide to or receive from any Non-Regulated Party that is not a Non-Utility Affiliate only the following Incidental Services under this Rider.**

1. **Administrative:**
  - “Reporting assistance,” which means helping prepare reports such as required regulatory submissions to governmental bodies like the SEC, FERC, NERC, EPA, IRS, public service commissions; and helping prepare reports to

meet corporate requirements, such as Board of Director or senior management reports.

- “Regulatory support,” which means helping respond to data requests or other information requests from governmental bodies or third parties in regulatory matters; helping prepare testimony; and helping prepare filings in regulatory proceedings.
- “Provide information technology support in a limited capacity,” which means assisting with a function that Information Technology would typically support.

## 2. **Operational Support:**

- “Operate and maintain CNG facilities,” which means the day-to-day operation and maintenance of Peoples Gas’ compressed natural gas fueling station located at its Division Street shop.

### III.

**A. In addition to providing and billing for the Services described above and in Section II.1, any Party may allocate costs to NSG/PGL and NSG/PGL may allocate costs to any other Party, as follows:**

1. **Cost Allocations:** Payment of an invoice or refunds of credits by one or more Parties for goods or services for which another Party or other Parties benefitted; charges for systems owned by one Party and used by one or more other Parties; financing charges, such as those arising from intercompany loans (provided, however, that no Party will charge costs to Wisconsin Public Service Corporation, Wisconsin Electric Power Company or Wisconsin Gas Company LLC for intercompany loans); fees for credit lines available to more than one Party; transfers of renewable energy credits or other items of value; use of any airplane owned by WEC Energy; use of housing owned or rented by WEC Energy; benefit plans; transfer of benefits, such as vacation time when an employee transfers employment; and shared personnel, including management, regulatory, corporate directors and officers and their support personnel. The term “management” includes a Party’s chief executive officer, or comparable officer, all persons who directly report to that officer, and all persons who report to those direct reports.
2. **Transition:** When an employee moves from a position with one Party to a position with another Party, provide services, for a transition period, appropriate to assist the person(s) assuming responsibility for tasks formerly performed by the employee in his former position.
3. **Short Term Assignments:** When an employee assumes responsibilities, on a short-term (less than two years) basis, with another Party (subject to any otherwise applicable restrictions such as affiliated interest requirements) but does not become an employee of the other Party, provide services required by

the new position and allocate costs appropriately.

**B. Asset Transfers by NSG/PGL to WBS:** On and after the effect date of this Rider, as ordered in Docket Nos. 12-0273/13-0612 (cons.) but including the asset transfers approved in Docket No. 14-0500, North Shore or Peoples Gas may transfer assets to WBS, provided that, for all land and any individual asset that has an original cost, before depreciation, greater than \$100,000, WBS will track such asset. If WBS decides to dispose of such land or asset, it will transfer the land or asset to the transferring utility (North Shore or Peoples Gas, as applicable) at net book value. Under no circumstances is WBS allowed to transfer such land or assets to a non-regulated affiliate.

**IV. Any Non-Regulated Party may provide to or receive from any other Non-Regulated Party any Service.**

**V. For purposes of this Rider, the term “Non-Utility Affiliates” includes only the following:**

- a) WBS
- b) WEC Energy

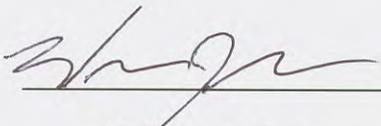
**VI. Audit: The Audit ordered in Section V.5 shall also include the following:**

- a) A listing of all transactions and a review of transactions that occurred under Section E.II.A of this Rider to ensure that the interactions were services listed under that section, that they were performed at the appropriate cost as outlined in Article III of this Agreement and they were indeed Incidental Services.
- b) A listing of all transactions and a review of transactions that occurred under Section E.II.B of this Rider to ensure that the interactions were services listed under that section, that they were performed at the appropriate cost as outlined in Article III of this Agreement and they were indeed Incidental Services.
- c) A listing of all transactions and a review of transactions that occurred under Section E.III of this Rider to ensure that the interactions were allowed under that section and were performed at the appropriate cost as outlined in Article III of this Agreement.

STATE OF WISCONSIN            )  
  )  
COUNTY OF MILWAUKEE        )

SS

William J. Guc, being first duly sworn, upon oath states that he is Vice President and Controller of North Shore Gas Company and The Peoples Gas Light and Coke Company; that he has read the foregoing Petition by him subscribed and knows the contents thereof; and that said contents are true to the best of his knowledge and belief.

By:   
William J. Guc  
Vice President and Controller

Subscribed and sworn to  
before me this 1<sup>st</sup> day  
of April, 2016

MaryBeth Zarate  
Notary Public

