

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, DC 20426

OFFICE OF ENERGY MARKET REGULATION

In Reply Refer To:
Letter Order Pursuant to § 375.307
Guardian Pipeline, L.L.C
Docket No. RP20-64-000

November 12, 2019

Guardian Pipeline, L.L.C.
c/o ONEOK, Inc.
100 West 5th Street
Tulsa, OK 74103

Attention: David E. Keglovits, Vice President and Associate General Counsel

Reference: Non-Conforming Agreements

Dear Mr. Keglovits:

On October 15, 2019, Guardian Pipeline, L.L.C. (Guardian) filed revised tariff records¹ reflecting amendments to non-conforming agreements with Wisconsin Electric Power Company and Wisconsin Gas LLC. Guardian states that these amendments realign capacity at the primary points of receipt and adjust the fuel rates effective November 1, 2019. Waiver of the Commission's 30-day notice requirement is granted and the referenced tariff records are accepted effective November 1, 2019, as proposed.

Public notice of the filing was issued on October 16, 2019. Interventions and protests were due as provided in section 154.210 of the Commission's regulations (18 C.F.R. § 154.210 (2019)). Pursuant to Rule 214 (18 C.F.R. § 385.214 (2019)), all timely filed motions to intervene and any unopposed motions to intervene filed out-of-time before the issuance date of this order are granted. Granting late intervention at this stage of the proceeding will not disrupt the proceeding or place additional burdens on existing parties. No protests or adverse comments were filed.

¹ Guardian Pipeline, L.L.C., FERC NGA Gas Tariff, Guardian Agreements, [Part 2.0, Summary of Agreements, 66.0.0](#); [Part 4.2, Wisconsin Electric Power Company RW0068 Amendment 10, 4.0.0](#); [Part 8.1, Reserved for Future Use, 6.0.0](#); [Part 8.2, Wisconsin Gas LLC RW0074 Amendment 5, 2.0.0](#).

This acceptance for filing shall not be construed as a waiver of the requirements of section 7 of the Natural Gas Act, as amended; nor shall it be construed as constituting approval of the referenced filing or of any rate, charge, classification, or any rule, regulation, or practice affecting such rate or service contained in your tariff; nor shall such acceptance be deemed as recognition of any claimed contractual right or obligation associated therewith; and such acceptance is without prejudice to any findings or orders which have been or may hereafter be made by the Commission in any proceeding now pending or hereafter instituted by or against your company.

This order constitutes final agency action. Requests for rehearing by the Commission may be filed within 30 days of the date of issuance of this order, pursuant to 18 C.F.R. § 385.713 (2019).

Issued by: Marsha K. Palazzi, Director, Division of Pipeline Regulation

Document Content(s)

RP20-64-000.DOCX.....1-2



October 15, 2019

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

Re: Guardian Pipeline, L.L.C.
Tariff Volume No. 1A
Update to Non-Conforming Agreements RW0068 and RW0074
Docket No. RP20-64-000

Dear Ms. Bose:

Pursuant to section 4 of the Natural Gas Act and Part 154 of the Federal Energy Regulatory Commission's (Commission) regulations, Guardian Pipeline, L.L.C. (Guardian) respectfully submits for filing and acceptance the tariff records listed below as part of its FERC Gas Tariff, Volume No. 1A (Tariff). The proposed tariff revisions are submitted to become effective November 1, 2019.

Part 2.0, Summary of Agreements, v. 66.0.0
Part 4.2, Wisconsin Electric Power Company RW0068 Amendment 10, v. 4.0.0
Part 8.1, Reserved for Future Use, v. 6.0.0
Part 8.2, Wisconsin Gas LLC RW0074 Amendment 5, v. 2.0.0

Statement of Nature, Reasons and Basis for the Proposed Changes

In this filing, Guardian proposes to incorporate two new non-conforming amendments to one previously filed and pending approval non-conforming agreement under Rate Schedule EAW, Agreement No. RW0068 (Agreement RW0068),¹ and to one previously filed and approved non-conforming and negotiated agreement under Rate Schedule EAW, Agreement No. RW0074 (Agreement RW0074), for inclusion in its Tariff pursuant to section 154.1(d) of the Commission's regulations.²

Guardian, Wisconsin Electric Power Company (Wisconsin Electric), and Wisconsin Gas LLC (Wisconsin Gas) have executed new amendments to realign the capacity at primary points of receipt and amend the fuel rate in the agreements noted above. Below is a summary of each amendment.

¹ On October 1, 2019, in Docket No. RP20-37-000, Guardian filed three amended non-conforming agreements, including Agreement RW0068, for inclusion in its Tariff pursuant to section 154.1(d) of the Commission's regulations, which is pending with the Commission for approval. With execution of new Service Agreements, one non-conforming element previously in the Service Agreement for each agreement was moved to a footnote on the respective Exhibit A.

² 18 C.F.R. § 154.1(d) (2019).

1. Summary of Amendment 10 of Agreement RW0068 with Wisconsin Electric Power Company

The Commission has previously approved Agreement RW0068, a non-conforming agreement, and its non-conforming amendments for inclusion in Part 4.2 of Guardian's Tariff.³ In the instant filing, Guardian seeks Commission approval of Amendment 10, which is proposed to be included in Part 4.2, replacing and superseding Amendment 9 that is currently pending with the Commission for approval.⁴ Amendment 10 realigns the capacity at the primary points of receipt and adjusts the fuel rate⁵ effective November 1, 2019. While Amendment 10 does not contain any change to the non-conforming provisions, Guardian continues to file new amendments, which include changes to the fuel rate, to provide a complete history of Agreement RW0068.

2. Summary of Amendment 5 of Agreement RW0074 with Wisconsin Gas LLC

The Commission has previously approved Agreement RW0074, a non-conforming and negotiated rate agreement, and its conforming amendments for inclusion in Part 8.2 of Guardian's Tariff.⁶ In the instant filing, Guardian seeks Commission approval of Amendment 5, which is proposed to be included in Part 8.2, replacing and superseding Amendment 3 that is currently included in Part 8.2. A previous interim amendment, Amendment 4, was executed to simply realign point allocations of the contracted point capacity. Amendment 4 was an administrative amendment that did not change the non-conforming or negotiated rate provisions of Amendment 3 and therefore was not filed with the Commission.

³ Wisconsin Gas permanently released a partial amount of capacity from FW0001 to replacement shipper Wisconsin Electric on November 1, 2011 (RW0068). The releasing shipper released the capacity subject to the existing negotiated rate and non-conforming provisions previously filed with and approved by the Commission. See *Guardian Pipeline, L.L.C.*, Docket No. RP09-82-000 (2008). Eight prior amendments to RW0068 were approved in the following dockets: RP15-1207-000, RP16-1036-000, RP17-11-000, and RP18-115-000.

⁴ *Supra* n. 1.

⁵ In accordance with Guardian's FERC Gas Tariff, Volume No. 1, Part 7.40, Rate Schedule Enhanced Aggregation and Wheeling Service (EAW), Section 3.3(c) and (d), Exhibit "A" shall be amended in the event that Transporter's Use Gas (fuel rate) changes. On October 1, 2019, in Docket No. RP20-24-000, Guardian filed a change to its Transporter's Use Gas percentage which modified its Transporter's Use Gas percentage in Part 8, Section 32 of the General Terms and Conditions of Guardian's FERC Gas Tariff, Vol. 1. Because the Transporter's Use Gas percentage filing is proposed to be effective November 1, 2019, the attached amendments in the present filing reflect the proposed Transporter's Use Gas percentage, which is pending with the Commission for approval.

⁶ Wisconsin Electric permanently released a partial amount of capacity from RW0068 to replacement shipper Wisconsin Gas on January 3, 2013 (RW0074). The releasing shipper released the capacity subject to the existing negotiated rate and non-conforming provisions previously filed with and approved by the Commission. See *Guardian Pipeline, L.L.C.*, Docket No. RP09-82-000 (2008). Guardian added the capacity release documentation, the executed RW0074 agreement, and Amendment 1 for Agreement RW0074. See *Guardian Pipeline, L.L.C.*, Docket No. RP15-1207-000 (2015). Three prior amendments to RW0074 were approved in the following dockets: RP09-82-000, RP16-1036-000, and RP18-115-000.

Amendment 5 realigns the capacity at the primary points of receipt and adjusts the fuel rate⁷ effective November 1, 2019. While Amendment 5 does not contain any non-conforming or negotiated rate provisions, Guardian continues to file new amendments to provide a complete history of Agreement RW0074.

Materials Enclosed

In accordance with section 154.7 of the Commission's regulations, the following items are included in this filing:

1. an eTariff XML filing package containing the proposal in electronic format;
2. a transmittal letter in PDF format, which incorporates the Statement of Nature, Reasons and Basis for the filing required by section 154.7(a)(6) of the Commission's regulations;
3. Appendix A – a clean version of the tariff records in PDF format for publishing in eLibrary; and
4. Appendix B – a marked version of the tariff records in PDF format for publishing in eLibrary.
5. Appendix C – a redlined version of the non-conforming Exhibit A provisions, which is provided for informational purposes only.

Proposed Effective Date

Pursuant to section 154.7(a)(3) of the Commission's regulations, Guardian respectfully requests that the tariff records submitted herewith be approved by the Commission effective November 1, 2019. In accordance with section 154.7(a)(9) of the Commission's regulations, Guardian hereby files a motion to place the proposed tariff records into effect at the end of any suspension period if one is so ordered by the Commission in this proceeding.

Waivers

Pursuant to section 154.7(a)(7) of the Commission's regulations, Guardian respectfully requests that the Commission grant a waiver to its 30-day notice requirement found in sections 154.207 and 154.602 of the Commission's regulations. The parties executed the Amendments to RW0068 and RW0074 on October 7, 2019, and as a result, Guardian was unable to provide 30-day notice. Guardian has not identified any additional waivers of the Commission's regulations needed to permit its filing to become effective as proposed; however, Guardian respectfully requests that, should the Commission determine that any such waivers are required, the Commission grant such waivers as are necessary in order that the revised tariff records may be made effective as proposed.

⁷ *Supra* n. 5.

Service and Correspondence

In accordance with section 154.208 of the Commission's regulations, the undersigned certifies that a copy of this filing has been served electronically on Guardian's customers and affected state regulatory commissions. A paper copy of this filing may only be served if a customer has been granted waiver of electronic service pursuant to Part 390 of the Commission's regulations. In addition, a copy of this filing is available for public inspection during regular business hours at Guardian's office at 100 West Fifth Street, Tulsa, Oklahoma 74103.

Pursuant to section 385.2005 and section 385.2011(c)(5) of the Commission's regulations, the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best knowledge and belief of the undersigned.

It is requested that a copy of all communications, correspondence, and pleadings with respect to this filing be sent to:

Denise Adams Director, Regulatory Affairs ONEOK, Inc. 100 West 5th Street Tulsa, Oklahoma 74103 (918) 732-1408 Email: denise.adams@oneok.com	Lisa Nishimuta Legal Counsel, Regulatory ONEOK, Inc. 100 West 5th Street Tulsa, Oklahoma 74103 (918) 588-7730 Email: lisa.nishimuta@oneok.com
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Any questions regarding this filing may be directed to Denise Adams at (918) 732-1408.

Respectfully submitted,

/s/ David E. Keglovits
David E. Keglovits
Vice President and Associate General Counsel
ONEOK, Inc.
100 West 5th Street
Tulsa, Oklahoma 74103

Attachments

Appendix A

Clean Tariff Records

Guardian Pipeline, L.L.C.
Summary of Non-Conforming and Negotiated Rate Agreements

Customer	Contract No.	Tariff Record Number	Non-Conforming and/or Negotiated Rate
Reserved for Future Use			
Wisconsin Electric Power Company	RT0183 Amendment 7	3.2	Non-Conforming
Reserved for Future Use			
Wisconsin Electric Power Company	RW0068 Amendment 10	4.2	Non-Conforming
Wisconsin Gas LLC	RT2006	5.1	Non-Conforming and Negotiated Rate
Reserved for Future Use		5.2	
Wisconsin Electric Power Company	GP1607 Amendment 4	6.1	Negotiated Rate
Reserved for Future Use		6.2	
Wisconsin Electric Power Company	GP1608 Amendment 4	7.1	Negotiated Rate
Reserved for Future Use		8.1	
Wisconsin Gas LLC	RW0074 Amendment 5	8.2	Non-Conforming and Negotiated Rate
Wisconsin Public Service Corporation	FT2032 Amendment 1	9.1	Non-Conforming and Negotiated Rate
Reserved for Future Use			
Wisconsin Gas LLC	FT0001 Amendment 15	10.2	Non-Conforming
Reserved for Future Use		11.1	
Reserved for Future Use		12.1	
Reserved for Future Use		13.1	
Reserved for Future Use		14.1	
Wisconsin Electric Power Company	GP1612 Amendment 2	15.1	Negotiated Rate
Wisconsin Electric Power Company	GP1613 Amendment 2	16.1	Negotiated Rate
Wisconsin Public Service Corporation	GP1614	17.1	Negotiated Rate
Wisconsin Public Service Corporation	GP1615	18.1	Negotiated Rate
Reserved for Future Use		19.1	
Reserved for Future Use		20.1	
Reserved for Future Use		21.1	

Reserved for Future Use		22.1	
Reserved for Future Use		23.1	
Reserved for Future Use		24.1	
Reserved for Future Use		25.1	
Reserved for Future Use		26.1	
Reserved for Future Use		27.1	
Reserved for Future Use		28.1	
Reserved for Future Use		29.1	
Reserved for Future Use		30.1	

Appendix B

Marked Tariff Record

Guardian Pipeline, L.L.C.
Summary of Non-Conforming and Negotiated Rate Agreements

Customer	Contract No.	Tariff Record Number	Non-Conforming and/or Negotiated Rate
Reserved for Future Use			
Wisconsin Electric Power Company	RT0183 Amendment 7	3.2	Non-Conforming
Reserved for Future Use			
Wisconsin Electric Power Company	RW0068 Amendment 9 10	4.2	Non-Conforming
Wisconsin Gas LLC	RT2006	5.1	Non-Conforming and Negotiated Rate
Reserved for Future Use		5.2	
Wisconsin Electric Power Company	GP1607 Amendment 4	6.1	Negotiated Rate
Reserved for Future Use		6.2	
Wisconsin Electric Power Company	GP1608 Amendment 4	7.1	Negotiated Rate
Wisconsin Gas LLC Reserved for Future Use	RW0074	8.1	Non-Conforming and Negotiated Rate
Wisconsin Gas LLC	RW0074 Amendment 3 5	8.2	Non-Conforming and Negotiated Rate
Wisconsin Public Service Corporation	FT2032 Amendment 1	9.1	Non-Conforming and Negotiated Rate
Reserved for Future Use			
Wisconsin Gas LLC	FT0001 Amendment 15	10.2	Non-Conforming
Reserved for Future Use		11.1	
Reserved for Future Use		12.1	
Reserved for Future Use		13.1	
Reserved for Future Use		14.1	
Wisconsin Electric Power Company	GP1612 Amendment 2	15.1	Negotiated Rate
Wisconsin Electric Power Company	GP1613 Amendment 2	16.1	Negotiated Rate
Wisconsin Public Service Corporation	GP1614	17.1	Negotiated Rate
Wisconsin Public Service Corporation	GP1615	18.1	Negotiated Rate
Reserved for Future Use		19.1	

Reserved for Future Use		20.1	
Reserved for Future Use		21.1	
Reserved for Future Use		22.1	
Reserved for Future Use		23.1	
Reserved for Future Use		24.1	
Reserved for Future Use		25.1	
Reserved for Future Use		26.1	
Reserved for Future Use		27.1	
Reserved for Future Use		28.1	
Reserved for Future Use		29.1	
Reserved for Future Use		30.1	

Appendix C
Exhibit A for
Agreement RW0068
(redlined non-conforming provisions)

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE EAW

EXHIBIT "A"
to
SERVICE AGREEMENT UNDER
RATE SCHEDULE EAW
BETWEEN
GUARDIAN PIPELINE, L.L.C.
("TRANSPORTER") AND

WISCONSIN ELECTRIC POWER COMPANY ("SHIPPER")

DATED October 1, 2019

TOTAL BASE MDQ 1: 188,210
EAW Point: Wisconsin Electric Pool

TOTAL MDQ + FUEL: * 188,928

FIRM PRIMARY POINT(S) OF RECEIPT

<u>POINT(S) OF RECEIPT</u>	<u>BASE MDRO</u>	<u>MDRO + FUEL*</u>
Joliet MGT	15,400 Dth/day	15,459 Dth/day
Joliet NGPL	0 Dth/day	0 Dth/day
Joliet NBPL	0 Dth/day	0 Dth/day
Joliet ANR	0 Dth/day	0 Dth/day
Joliet Peoples	0 Dth/day	0 Dth/day
Joliet Alliance	172,810 Dth/day	173,469 Dth/day
Joliet Vector	0 Dth/day	0 Dth/day
Wisconsin Electric Pool	0 Dth/day	0 Dth/day

TOTAL PRIMARY POINT(S) OF RECEIPT MDQ: 188,210

DESIGNATED LIMITED NOTICE POINT(S) OF RECEIPT

<u>POINT(S) OF RECEIPT</u>	<u>LIMITED NOTICE QUANTITY</u>	
	<u>BASE MDRO</u>	<u>MDRO + FUEL*</u>
Joliet Alliance	18,821 Dth/day	18,893 Dth/day

FIRM PRIMARY POINT(S) OF DELIVERY

<u>POINT(S) OF DELIVERY</u>	<u>BASE MDDO</u>	<u>MDDO + FUEL*</u>
Joliet MGT	0 Dth/day	0 Dth/day
Joliet NGPL	0 Dth/day	0 Dth/day
Joliet NBPL	0 Dth/day	0 Dth/day
Joliet ANR	0 Dth/day	0 Dth/day
Joliet Peoples	0 Dth/day	0 Dth/day
Joliet Alliance	0 Dth/day	0 Dth/day
Joliet Vector	0 Dth/day	0 Dth/day
Wisconsin Electric Pool	188,210 Dth/day	188,928 Dth/day

TOTAL PRIMARY POINT(S) OF DELIVERY MDQ: 188,210

Tariff Section Issued: August 23, 2018
Tariff Section Effective: September 24, 2018

RIGHT OF FIRST REFUSAL 1/: YES ☒ NO ☐

Linked to Rate Schedule FT-1 Service Agreement No. RT0183

* = "+Fuel" applies only if this Agreement is linked to a Rate Schedule FT-1 or FT-2 agreement.

The service effective date of this Exhibit "A" is November 1, 2019 through October 31, 2020.

Supersedes Exhibit "A" Dated: June 3, 2019.

Agreement No. RW0068

1/ The Total MDQs and the Right of First Refusal for the Primary Term are as follows:

<u>Period</u>	<u>Total MDQ (Dth /day)</u>	<u>MDQ (Dth/day) with Right of First Refusal (ROFR)</u>
<u>11/01/2019 – 10/31/2020</u>	<u>188,210</u>	<u>109,010; No ROFR</u>
		<u>79,200; ROFR</u>
<u>11/01/2020 – 10/31/2021</u>	<u>188,210</u>	<u>69,410; No ROFR</u>
		<u>118,800; ROFR</u>
<u>11/01/2021 – 10/31/2022</u>	<u>69,410</u>	<u>39,600; ROFR</u>
		<u>29,810; Contractual ROFR</u>

Subject to availability, delivery point allocations for each 12-month period beginning November 1, 2019 shall be determined by Shipper sixty (60) days prior to the commencement of each such period. Transporter and Shipper will enter into a new Exhibit A to this Service Agreement, reflecting the revised MDQ, sixty (60) days prior to the commencement for each period.