

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. RP20-98-000

Issued: November 22, 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: Amendments to Negotiated Rate Agreements

Dear Mr. Keglovits:

October 28, 2019, Guardian Pipeline, L.L.C. filed a tariff record¹ to amend four negotiated rate agreements with Washington Gas LLC (Agreements FW0001 and FW2002), Washington Electric Power Company (Agreement FW2001) and Washington Public Service Corporation (Agreement 2003) under Rate Schedule EAW. These agreements realign capacity at primary points of receipt and adjust the fuel rate. Waiver of the Commission's notice requirement is granted, and the referenced tariff record is accepted effective November 1, 2019, as proposed.

Public notice of the filings was issued on October 31, 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 motion 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 FERC Gas Tariff, [Part 6.0, Statement of Negotiated Rates, 8.0.0.](#)

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)

RP20-98-000.DOCX.....1-2



October 28, 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. 1
Update Statement of Negotiated Rates
Docket No. RP20-98-000

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. 1 (Tariff). The proposed tariff revisions are submitted to become effective November 1, 2019.

Part 6.0, Statement of Negotiated Rates, v. 8.0.0

Statement of Nature, Reasons and Basis for the Proposed Changes

In this filing, Guardian proposes to incorporate four new amendments to previously filed and approved non-conforming and negotiated agreements under Rate Schedule EAW, Agreement No. FW0001 (Agreement FW0001), Agreement No. FW2001 (Agreement FW2001), Agreement No. FW2002 (Agreement FW2002), and Agreement No. FW2003 (Agreement FW2003), for inclusion in its Tariff pursuant to section 154.1(d) of the Commission's regulations.¹

Guardian, Wisconsin Electric Power Company (Wisconsin Electric), Wisconsin Gas LLC (Wisconsin Gas), and Wisconsin Public Service Corporation (WPS) have executed new amendments to realign capacity at primary points of receipt and amend the fuel rate in the agreements noted above. In addition, Wisconsin Gas executed one new Form of Service Agreement to amend and extend Agreement FW0001. With execution of the new Service Agreement, one non-conforming element previously in the Service Agreement has been moved to a footnote on the respective Exhibit A. As a result, the designation of Agreement FW0001 on Part 6.0, Statement of Negotiated Rates is also being modified. Below is a summary of each amendment.

¹ 18 C.F.R. § 154.1(d) (2019).

1. Summary of Amendments 18 and 19 of Agreement FW0001 with Wisconsin Gas LLC

Amendment 18 to Agreement FW0001 replaces and supersedes Amendment 17 that is currently reflected in Part 6.0. As a result of a permanent capacity release of partial capacity from Wisconsin Gas FT-1 Service Agreement No. FT0001, Wisconsin Gas and Guardian have entered into the Amendment 18 to Agreement FW0001. Amendment 18 includes both Maximum Tariff Rate and Discounted Rate Maximum Daily Quantities in place of the Amendment 17 negotiated rate provisions. Amendment 18 extends Maximum Daily Quantities that would have otherwise stair-stepped down over the remaining term of Agreement FW0001. This Amendment 18 is completed in accordance with Part 8 – GT&C, Section 41, Termination and Mutual Extension of Existing Service Agreements of Guardian’s FERC Gas Tariff, Volume No. 1. Pursuant to Section 41, Guardian and its shippers may mutually agree to extend agreements under the same or renegotiated terms and may do so at discounted or negotiated.

Below is a table presenting the Maximum Daily Quantities that have been extended at Maximum Tariff Rate:

FW0001 Amendment 18 Exhibit A		
<u>Period</u>	<u>Maximum Daily Quantities</u>	<u>Monthly Reservation Rate</u>
11/1/2019-10/31/2020	180,800	Maximum Tariff Rate
11/1/2020-10/31/2021	271,200	Maximum Tariff Rate
11/1/2021-10/31/2022	90,400	Maximum Tariff Rate

Exhibit A to Agreement FW0001 also includes the insertion of footnote 1, which is redlined for Commission review in Appendix D of this filing. Footnote 1 provides explanation of the Maximum Daily Quantities at Maximum Tariff Rate that qualify for Right of First Refusal (ROFR) and Wisconsin Energy’s ability to request changes to delivery point allocation of capacity during the term of the agreement.

The original non-conforming Service Agreement FT0001 included the same ability to request changes to delivery point allocation of capacity, which language the Commission approved in an unpublished Letter Order issued December 30, 2008 in Docket No. RP09-82-000. The parties have executed a new Service Agreement which conforms to the Guardian Pro Forma Service Agreement. Although the new Service Agreement is conforming, the parties have moved the previously approved non-conforming language to Exhibit A. This language is only slightly modified from the original language. Specifically, the parties have continued to agree to a sixty (60) day notice period for delivery point allocation of capacity for each 12-month period, beginning November 1, 2019. The slight modification clarifies completion of the modification is subject to availability. In order to provide a complete record to the Commission, Appendix C contains a fully executed agreement for review.

In the instant filing, Guardian also seeks Commission approval of Amendment 19, which is proposed to be reflected in Part 6.0, replacing and superseding Amendment 18 as noted above. Amendment 19 realigns the capacity at the primary points of receipt and adjusts the fuel rate

effective November 1, 2019.² While Amendment 19 does not contain any change to the non-conforming provisions proposed by Amendment 18, Guardian continues to file new amendments, which include changes to the fuel rate, to provide a complete history of Agreement FW0001.

2. Summary of Amendment 10 of Agreement FW2001 with Wisconsin Electric Power Company

The Commission has previously approved Agreement FW2001, negotiated rate agreement, and its non-conforming amendments for inclusion in Part 6.0 of Guardian's Tariff. In the instant filing, Guardian seeks Commission approval of Amendment 10, which is proposed to be reflected in Part 6.0, replacing and superseding Amendment 7 that is currently reflected in Part 6.0. Amendment 10 realigns the capacity at the primary points of receipt and adjusts the fuel rate effective November 1, 2019.³ Part 6.0, Statement of Negotiated Rates is also being modified to correct the presentation and consistently reflect the Total Base MDQ in the table under the header "MDQ in Dth," which should not be inclusive of the fuel rate. 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 FW2001.

3. Summary of Amendment 7 of Agreement FW2002 with Wisconsin Gas LLC

The Commission has previously approved Agreement FW2002, negotiated rate agreement, and its non-conforming amendments for inclusion in Part 6.0 of Guardian's Tariff. In the instant filing, Guardian seeks Commission approval of Amendment 7, which is proposed to be reflected in Part 6.0, replacing and superseding Amendment 5 that is currently reflected in Part 6.0. Amendment 7 realigns the capacity at the primary points of receipt and adjusts the fuel rate effective November 1, 2019.⁴ Part 6.0, Statement of Negotiated Rates is also being modified to correct the presentation and consistently reflect the Total Base MDQ in the table under the header "MDQ in Dth," which should not be inclusive of the fuel rate. While Amendment 7 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 FW2002.

² 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.

³ *Id.*

⁴ *Id.*

4. Summary of Amendment 9 of Agreement FW2003 with Wisconsin Public Service Corporation

The Commission has previously approved Agreement FW2003, negotiated rate agreement, and its non-conforming amendments for inclusion in Part 6.0 of Guardian's Tariff. In the instant filing, Guardian seeks Commission approval of Amendment 9, which is proposed to be reflected in Part 6.0, replacing and superseding Amendment 8 that is currently reflected in Part 6.0. Amendment 9 realigns the capacity at the primary points of receipt and adjusts the fuel rate effective November 1, 2019.⁵ While Amendment 9 does not contain any non-conforming provisions, Guardian continues to file new amendments, which include changes to the fuel rate, to provide a complete history of Agreement FW2003.

Guardian respectfully submits the agreements summarized above and attached herein for Commission review and approval.

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 fully executed version of the agreement, which is provided for informational purposes only.
6. Appendix D – 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

⁵ *Id.*

154.207 and 154.602 of the Commission's regulations. The parties executed the Amendments to FW0001 and FW2003 on October 7, 2019 and FW2001 and FW2002 on October 21, 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.

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 Record

STATEMENT OF NEGOTIATED RATES

Shipper	Rate Schedule	Negotiated Monthly Reservation Rate*		MDQ in Dth		Point(s) of Receipt	Point(s) of Delivery
1. Wisconsin Electric Power Company**	FT-2	2/10/19	\$5.8218 3/	201,656	3/	Wisconsin Electric Pool	Bluff Creek Fox Valley
		4/1/20	\$5.8795 3/	161,324	3/	Midwestern Natural Gas Pipeline	
		4/1/21	\$5.9404 3/	120,994	3/	NBPL	
		4/1/22	\$5.9982 3/	80,662	3/	ANR/Joliet	
		4/1/23	\$6.0590 3/	40,331	3/	Peoples Alliance Vector Alliance/ANR	
3. Wisconsin Electric Power Company**	EAW	2/10/09 -		201,656		Midwestern Natural Gas Pipeline	Wisconsin Electric Pool Midwestern Natural Gas Pipeline NBPL ANR/Joliet Peoples Alliance Vector Wisconsin Electric Pool
		3/31/24	\$0.0000 4/			NBPL	
						ANR/Joliet	
						Peoples Alliance	
						Vector	
						Wisconsin Electric Pool	
4. Wisconsin Electric Power Company**	MA	2/01/09 -		201,656		Wisconsin Electric Pool MA Point	Walworth Bluff Creek Rockvale Fox Valley
		1/31/24	\$0.0000 5/				

* Plus Transporter's Use Gas, ACA and other applicable surcharges required by the Commission, all in accordance with Transporter's FERC Gas Tariff as it may be in effect from time to time.

** This negotiated rate agreement is also listed as a non-conforming agreement in Section 38 of the GT&C.

2/ Wisconsin Electric Power Company, FT-2 Service Agreement effective February 10, 2009 for a term of 15 years. Contract No. FT2001. The monthly negotiated rate under this agreement increases and the total MDQ decreases year-to-year throughout the term of the agreement. The negotiated rate under this FT-2 Service Agreement (FT2001) was determined in conjunction with the negotiated rate determined in the firm EAW (FW2001) and MA (MA0001) Service Agreements with Wisconsin Electric Power Company.

3/ Wisconsin Electric Power Company, EAW Service Agreement effective February 10, 2009 for a term of 15 years. Contract No. FW2001. The negotiated rate under this firm Rate Schedule EAW Service Agreement (FW2001) was determined in conjunction with the negotiated rate determined in the FT-2 Service Agreement with Wisconsin Electric Power Company (FT2001).

4/ Wisconsin Electric Power Company, MA Service Agreement effective February 1, 2009 for a term of 15 years. Contract No. MA0001. The negotiated rate under this Rate Schedule MA Service Agreement (MA0001) was determined in conjunction with the negotiated rate determined in the FT-2 Service Agreement with Wisconsin Electric Power Company (FT2001).

Shipper	Rate Schedule	Negotiated Monthly Reservation Rate*		MDQ in Dth	Point(s) of Receipt	Point(s) of Delivery
5. Wisconsin Gas LLC**	FT-2	2/10/17	\$5.7092 6/	90,105 6/	Wisconsin Gas Pool	Bluff Creek WG
		2/10/18	\$5.7640 6/	90,105 6/	Midwestern	Rubicon
		2/10/19	\$5.8218 6/	90,105 6/	Natural Gas Pipeline	Fox Valley
		4/1/20	\$5.8795 6/	72,084 6/	NBPL	
		4/1/21	\$5.9404 6/	54,063 6/	ANR/Joliet	
		4/1/22	\$5.9982 6/	36,042 6/	Peoples	
		4/1/23	\$6.0590 6/	18,021 6/	Alliance Vector Alliance/ANR	
6. Wisconsin Gas LLC**	EAW	2/10/09 -		90,105	Midwestern	Wisconsin Gas Pool
		3/31/24	\$0.0000 7/		Natural Gas Pipeline	Midwestern
					NBPL	Natural Gas Pipeline
					ANR/Joliet	NBPL
					Peoples	ANR/Joliet
					Alliance	Peoples
					Vector	Alliance
7. Wisconsin Gas LLC**	MA	2/01/09 -		90,105	Wisconsin Gas Pool	Vector
		1/31/24	\$0.0000 8/		Alliance/ANR	Alliance/ANR
7. Wisconsin Gas LLC**	MA	2/01/09 -		90,105	Wisconsin Gas MA	Rubicon
		1/31/24	\$0.0000 8/		Point	Fox Valley

* Plus Transporter's Use Gas, ACA and other applicable surcharges required by the Commission, all in accordance with Transporter's FERC Gas Tariff as it may be in effect from time to time.

** This negotiated rate agreement is also listed as a non-conforming agreement in Section 38 of the GT&C.

5/ Wisconsin Gas LLC, FT-2 Service Agreement effective February 10, 2009 for a term of 15 years. Contract No. FT2002. The monthly negotiated rate under this agreement increases and the total MDQ decreases year-to-year throughout the term of the agreement. The negotiated rate under this Rate Schedule FT-2 Service Agreement (FT2002) was determined in conjunction with the negotiated rate determined in the firm EAW (FW2002) and MA (MA0002) Service Agreements with Wisconsin Gas LLC.

6/ Wisconsin Gas LLC, EAW Service Agreement effective February 10, 2009 for a term of 15 years. Contract No. FW2002. The negotiated rate under this firm Rate Schedule EAW Service Agreement (FW2002) was determined in conjunction with the negotiated rate determined in the FT-2 Service Agreement with Wisconsin Gas LLC (FT2002).

7/ Wisconsin Gas LLC, MA Service Agreement effective February 1, 2009 for a term of 15 years. Contract No. MA0002. The negotiated rate under this Rate Schedule MA Service Agreement (MA0002) was determined in conjunction with the negotiated rate determined in the FT-2 Service Agreement with Wisconsin Gas LLC (FT2002).

Shipper	Rate Schedule	Negotiated Monthly Reservation Rate*			MDQ in Dth		Point(s) of Receipt	Point(s) of Delivery
8. Wisconsin Public Service Corporation**	FT-2	2/10/17	\$5.7884	9/	205,245	9/	Wisconsin Public Service Pool	Sheboygan
		2/10/18	\$5.8432	9/	205,245	9/		Chilton
		2/10/19	\$5.9010	9/	205,245	9/		Denmark
		4/1/20	\$5.9587	9/	164,196	9/		SW Greenbay
		4/1/21	\$6.0196	9/	123,147	9/		West Greenbay
		4/1/22	\$6.0774	9/	82,098	9/		
		4/1/23	\$6.1382	9/	41,049	9/		
9. Wisconsin Public Service Corporation**	EAW	2/10/09 -			205,245		Midwestern Natural Gas Pipeline NBPL ANR/Joliet Peoples Alliance Vector Wisconsin Public Service Pool Wisconsin Gas Pool Alliance/ANR	Midwestern
		3/31/24	\$0.0000	10/				Natural Gas Pipeline NBPL
								ANR/Joliet
								Peoples
								Alliance
								Vector
								Wisconsin Public Service Pool
10. Wisconsin Public Service Corporation**	MA	2/01/09 -			205,245		Wisconsin Public Service MA Point	Wisconsin Public Service Pool
		1/31/24	\$0.0000	11/				Wisconsin Gas Pool Alliance/ANR
								Sheboygan
								Chilton
								Denmark
								SW Greenbay
								West Greenbay

* Plus Transporter's Use Gas, ACA and other applicable surcharges required by the Commission, all in accordance with Transporter's FERC Gas Tariff as it may be in effect from time to time.

** This negotiated rate agreement is also listed as a non-conforming agreement in Section 38 of the GT&C.

8/ Wisconsin Public Service Corporation, FT-2 Service Agreement effective February 10, 2009 for a term of 15 years. Contract No. FT2003. The monthly negotiated rate under this agreement increases and the total MDQ decreases year-to-year throughout the term of the agreement. The negotiated rate under this Rate Schedule FT-2 Service Agreement (FT2003) was determined in conjunction with the negotiated rate determined in firm EAW (FW2003) and MA (MA0003) Service Agreements with Wisconsin Public Service Corporation.

9/ Wisconsin Public Service Corporation, EAW Service Agreement effective February 10, 2009 for a term of 15 years. Contract No. FW2003. The negotiated rate under this firm Rate Schedule EAW Service Agreement was determined in conjunction with the negotiated rate determined in the FT-2 Service Agreement with Wisconsin Public Service Corporation (FT2003).

10/ Wisconsin Public Service Corporation, MA Service Agreement effective February 1, 2009 for a term of 15 years. Contract No. MA0003. The negotiated rate under this Rate Schedule MA Service Agreement (MA0003) was determined in conjunction with the negotiated rate determined in the FT-2 Service Agreement with Wisconsin Public Service Corporation (FT2003).

Appendix B

Marked Tariff Record

STATEMENT OF NEGOTIATED RATES

Shipper	Rate Schedule	Negotiated Monthly Reservation Rate*	MDQ in Dth	Point(s) of Receipt	Point(s) of Delivery
1/ Wisconsin Gas LLC**	EAW	02/1/13 – 12/6/22 – \$0.000 2/	452,046 2/	Midwestern Natural Gas Pipeline NBPL ANR/Joliet Peoples Alliance Vector Wisconsin Gas Pool	Wisconsin Gas Pool Midwestern Natural Gas Pipeline NBPL ANR/Joliet Peoples Alliance

* Plus Transporter's Use Gas, ACA and other applicable surcharges required by the Commission, all in accordance with Transporter's FERC Gas Tariff as it may be in effect from time to time.

** This negotiated rate agreement is also listed as a non-conforming agreement in Section 38 of the GT&C.

~~1/ Wisconsin Gas LLC, EAW Service Agreement effective February 1, 2003. Contract No. FW0001. The negotiated rate under this firm Rate Schedule EAW Service Agreement (FW0001) was determined in conjunction with the negotiated rate determined in the Rate Schedule FT 1 Service Agreement with Wisconsin Gas LLC (FT0001). The MDQ will be reduced by 130,000 Dth per year beginning 12/07/2018.~~

Shipper	Rate Schedule	Negotiated Monthly Reservation Rate*	MDQ in Dth	Point(s) of Receipt	Point(s) of Delivery
2.1. Wisconsin Electric Power Company**	FT-2	2/10/17 \$5.7092 3/	201,656 3/	Wisconsin Electric Pool Midwestern Natural Gas Pipeline NBPL ANR/Joliet Peoples Alliance Vector Alliance/ANR	Bluff Creek Fox Valley
		2/10/18 \$5.7640 3/	201,656 3/		
		2/10/19 \$5.8218 3/	201,656 3/		
		4/1/20 \$5.8795 3/	161,324 3/		
		4/1/21 \$5.9404 3/	120,994 3/		
		4/1/22 \$5.9982 3/	80,662 3/		
		4/1/23 \$6.0590 3/	40,331 3/		
3. Wisconsin Electric Power Company**	EAW	2/10/09 -	201,676 201 .656	Midwestern Natural Gas Pipeline NBPL ANR/Joliet Peoples Alliance Vector Wisconsin Electric Pool	Wisconsin Electric Pool Midwestern Natural Gas Pipeline NBPL ANR/Joliet Peoples Alliance
		3/31/24 \$0.0000 4/			
4. Wisconsin Electric Power Company**	MA	2/01/09 -	201,656	Wisconsin Electric Pool MA Point	Walworth Bluff Creek Rockvale Fox Valley
		1/31/24 \$0.0000 5/			

* Plus Transporter's Use Gas, ACA and other applicable surcharges required by the Commission, all in accordance with Transporter's FERC Gas Tariff as it may be in effect from time to time.

** This negotiated rate agreement is also listed as a non-conforming agreement in Section 38 of the GT&C.

2/ Wisconsin Electric Power Company, FT-2 Service Agreement effective February 10, 2009 for a term of 15 years. Contract No. FT2001. The monthly negotiated rate under this agreement increases and the total MDQ decreases year-to-year throughout the term of the agreement. The negotiated rate under this FT-2 Service Agreement (FT2001) was determined in conjunction with the negotiated rate determined in the firm EAW (FW2001) and MA (MA0001) Service Agreements with Wisconsin Electric Power Company.

3/ Wisconsin Electric Power Company, EAW Service Agreement effective February 10, 2009 for a term of 15 years. Contract No. FW2001. The negotiated rate under this firm Rate Schedule EAW Service Agreement (FW2001) was determined in conjunction with the negotiated rate determined in the FT-2 Service Agreement with Wisconsin Electric Power Company (FT2001).

4/ Wisconsin Electric Power Company, MA Service Agreement effective February 1, 2009 for a term of 15 years. Contract No. MA0001. The negotiated rate under this Rate Schedule MA Service Agreement (MA0001) was determined in conjunction with the negotiated rate determined in the FT-2 Service Agreement with Wisconsin Electric Power Company (FT2001).

Shipper	Rate Schedule	Negotiated Monthly Reservation Rate*		MDQ in Dth		Point(s) of Receipt	Point(s) of Delivery
5. Wisconsin Gas LLC**	FT-2	2/10/17	\$5.7092 6/	90,105	6/	Wisconsin Gas Pool	Bluff Creek WG
		2/10/18	\$5.7640 6/	90,105	6/	Midwestern	Rubicon
		2/10/19	\$5.8218 6/	90,105	6/	Natural Gas Pipeline	Fox Valley
		4/1/20	\$5.8795 6/	72,084	6/	NBPL	
		4/1/21	\$5.9404 6/	54,063	6/	ANR/Joliet	
		4/1/22	\$5.9982 6/	36,042	6/	Peoples	
		4/1/23	\$6.0590 6/	18,021	6/	Alliance Vector Alliance/ANR	
6. Wisconsin Gas LLC**	EAW	2/10/09 -		90,114 <u>90,105</u>		Midwestern	Wisconsin Gas Pool
		3/31/24	\$0.0000 7/			Natural Gas Pipeline	Midwestern
						NBPL	Natural Gas Pipeline
						ANR/Joliet	NBPL
						Peoples	ANR/Joliet
						Alliance	Peoples
						Vector	Alliance
7. Wisconsin Gas LLC**	MA	2/01/09 -		90,105		Wisconsin Gas Pool	Vector
		1/31/24	\$0.0000 8/			Alliance/ANR	Alliance/ANR
						Point	Rubicon Fox Valley

* Plus Transporter's Use Gas, ACA and other applicable surcharges required by the Commission, all in accordance with Transporter's FERC Gas Tariff as it may be in effect from time to time.

** This negotiated rate agreement is also listed as a non-conforming agreement in Section 38 of the GT&C.

5/ Wisconsin Gas LLC, FT-2 Service Agreement effective February 10, 2009 for a term of 15 years. Contract No. FT2002. The monthly negotiated rate under this agreement increases and the total MDQ decreases year-to-year throughout the term of the agreement. The negotiated rate under this Rate Schedule FT-2 Service Agreement (FT2002) was determined in conjunction with the negotiated rate determined in the firm EAW (FW2002) and MA (MA0002) Service Agreements with Wisconsin Gas LLC.

6/ Wisconsin Gas LLC, EAW Service Agreement effective February 10, 2009 for a term of 15 years. Contract No. FW2002. The negotiated rate under this firm Rate Schedule EAW Service Agreement (FW2002) was determined in conjunction with the negotiated rate determined in the FT-2 Service Agreement with Wisconsin Gas LLC (FT2002).

7/ Wisconsin Gas LLC, MA Service Agreement effective February 1, 2009 for a term of 15 years. Contract No. MA0002. The negotiated rate under this Rate Schedule MA Service Agreement (MA0002) was determined in conjunction with the negotiated rate determined in the FT-2 Service Agreement with Wisconsin Gas LLC (FT2002).

Shipper	Rate Schedule	Negotiated Monthly Reservation Rate*			MDQ in Dth		Point(s) of Receipt	Point(s) of Delivery
8. Wisconsin Public Service Corporation**	FT-2	2/10/17	\$5.7884	9/	205,245	9/	Wisconsin Public Service Pool	Sheboygan
		2/10/18	\$5.8432	9/	205,245	9/		Chilton
		2/10/19	\$5.9010	9/	205,245	9/		Denmark
		4/1/20	\$5.9587	9/	164,196	9/		SW Greenbay
		4/1/21	\$6.0196	9/	123,147	9/		West Greenbay
		4/1/22	\$6.0774	9/	82,098	9/		
		4/1/23	\$6.1382	9/	41,049	9/		
9. Wisconsin Public Service Corporation**	EAW	2/10/09 -			205,266	<u>205,245</u>	Midwestern Natural Gas Pipeline NBPL ANR/Joliet Peoples Alliance Vector Wisconsin Public Service Pool Wisconsin Gas Pool Alliance/ANR	Midwestern Natural Gas Pipeline
		3/31/24	\$0.0000	10/				NBPL
								ANR/Joliet
								Peoples
								Alliance
								Vector
								Wisconsin Public Service Pool
10. Wisconsin Public Service Corporation**	MA	2/01/09 -			205,245		Wisconsin Public Service MA Point	Sheboygan
		1/31/24	\$0.0000	11/				Chilton
								Denmark
								SW Greenbay
								West Greenbay

* Plus Transporter's Use Gas, ACA and other applicable surcharges required by the Commission, all in accordance with Transporter's FERC Gas Tariff as it may be in effect from time to time.

** This negotiated rate agreement is also listed as a non-conforming agreement in Section 38 of the GT&C.

8/ Wisconsin Public Service Corporation, FT-2 Service Agreement effective February 10, 2009 for a term of 15 years. Contract No. FT2003. The monthly negotiated rate under this agreement increases and the total MDQ decreases year-to-year throughout the term of the agreement. The negotiated rate under this Rate Schedule FT-2 Service Agreement (FT2003) was determined in conjunction with the negotiated rate determined in firm EAW (FW2003) and MA (MA0003) Service Agreements with Wisconsin Public Service Corporation.

9/ Wisconsin Public Service Corporation, EAW Service Agreement effective February 10, 2009 for a term of 15 years. Contract No. FW2003. The negotiated rate under this firm Rate Schedule EAW Service Agreement was determined in conjunction with the negotiated rate determined in the FT-2 Service Agreement with Wisconsin Public Service Corporation (FT2003).

10/ Wisconsin Public Service Corporation, MA Service Agreement effective February 1, 2009 for a term of 15 years. Contract No. MA0003. The negotiated rate under this Rate Schedule MA Service Agreement (MA0003) was determined in conjunction with the negotiated rate determined in the FT-2 Service Agreement with Wisconsin Public Service Corporation (FT2003).

Appendix C

Fully Executed Agreement

FW0001

**GUARDIAN PIPELINE, L.L.C.
AMENDED FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE EAW**

This Amendment # 18 is entered into as of this 3rd day of June, 2019, by and between Guardian Pipeline, L.L.C., hereafter referred to as "Transporter" and Wisconsin Gas LLC, hereafter referred to as "Shipper."

WHEREAS, Shipper and Transporter have entered into a Guardian Pipeline Form of Service Agreement for Rate Schedule EAW - Firm (FW0001), effective February 1, 2003, as amended and restated on July 28, 2009, as amended (hereafter "Service Agreement"); and

WHEREAS, the Service Agreement for Rate Schedule EAW is linked to Rate Schedule FT-1 Service Agreement No. FT0001, and Shipper and Transporter previously amended the expiration date of Service Agreement No. FT0001 from December 6, 2022 to October 31, 2022; and

WHEREAS, Shipper and Transporter mutually agree to amend the Service Agreement's expiration date of December 6, 2022, and end the Primary Term on October 31, 2022; and

WHEREAS, Shipper and Transporter mutually agree to amend the Service Agreement's Total MDQ; and

NOW THEREFORE, in consideration of their respective covenants and agreements hereafter set out, the parties hereto covenant and agree as follows:

Effective November 1, 2019, the existing provisions of the Service Agreement and Exhibit A shall be deleted in their entirety and replaced with the provisions set forth in the Form of Service Agreement for Rate Schedule EAW and Exhibits A and C dated June 3, 2019, attached hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year first set forth above.

Guardian Pipeline, L.L.C.

By: T. D. Euseste

Name: T. D. Euseste

Title: Vice President - Natural Gas Pipeline

Date: 7/16/2019

Wisconsin Gas LLC

By: Sarah Mead

Name: Sarah Mead

Title: Manager of Gas Spdy

Date: 6/28/2019



FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE EAW

This Service Agreement (Agreement No. FW0001) is made and entered into this 3rd day of June, 2019, by and between GUARDIAN PIPELINE, L.L.C. (herein called "Transporter") and WISCONSIN GAS LLC (herein called "Shipper").

WITNESSETH:

WHEREAS, Transporter owns and operates a pipeline system; and

WHEREAS, Shipper desires to purchase enhanced aggregation and wheeling service from Transporter;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained, Transporter and Shipper agree as follows:

ARTICLE I
SCOPE OF AGREEMENT

Transporter agrees to receive and deliver for the account of Shipper, on a firm or interruptible and capacity available basis, quantities of Natural Gas at the specified EAW Point up to the Maximum Daily Quantity as specified on Exhibit "A" hereto which Exhibit "A" shall be deemed to be a part of this Service Agreement.

This agreement shall be: Firm ☒
Interruptible ☐

At no time shall Shipper exceed its Maximum Daily Quantity. If Shipper elects firm service under Rate Schedule EAW, the firm primary Point(s) of Receipt with associated MDRO and the firm primary Point(s) of Delivery with associated MDDO shall be specified on Exhibit "A" hereto.

ARTICLE II
TERM OF AGREEMENT

- 2.1 If Shipper has elected interruptible service, the term of this Service Agreement shall commence on _____ and shall continue in force and effect until _____, and month to month thereafter. This Service Agreement may be terminated by either Transporter or Shipper upon 30 Days' prior written notice to the other specifying a termination date.
- 2.2 If Shipper has elected firm service, this Service Agreement shall become effective on November 1, 2019 and service hereunder will commence on November 1, 2019; thereafter, the term of this Service Agreement will continue in force and effect for a Primary Term through October 31, 2022. This Service Agreement shall terminate at the end of the Primary Term, unless extended under Section 23 of the GT&C.
- 2.3 The termination of this Service Agreement triggers pregranted abandonment under Section 7 of the Natural Gas Act as of the effective date of the termination.
- 2.4 Any provisions of this Service Agreement necessary to correct or cash out imbalances or to pay all applicable rates, charges, and penalties under this Service Agreement shall survive the other parts of this Service Agreement until such time as such balancing or payment has been accomplished.

ARTICLE III
RATES AND CHARGES, RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

- 3.1 Shipper agrees to and shall pay Transporter all applicable maximum rates and charges provided for in Rate Schedule EAW and the GT&C, as effective from time to time, for service under this Service Agreement, unless service is rendered hereunder at discounted or negotiated rates under Section(s) 26.1 or 26.2 of the GT&C, in which event the rates and charges that Shipper shall pay Transporter are those agreed to and set forth on Exhibits "B" or "C" of this Service Agreement.
- 3.2 Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in: (i) the rates and charges applicable to service pursuant to Transporter's Rate Schedule EAW; (ii) the terms and conditions of service for Transporter's Rate Schedule EAW pursuant to which service hereunder is rendered; and/or (iii) any provision of the GT&C applicable to service under Rate Schedule EAW. Transporter agrees that Shipper may protest or contest the aforementioned filings or may seek authorization from duly constituted regulatory authorities for such adjustments to Transporter's Tariff as may be necessary to ensure that the provisions in (i), (ii), and (iii) above are consistent with the regulatory law and policy.

ARTICLE IV
RESERVATIONS

Transporter shall have the right to take actions as may be required to preserve the integrity of Transporter's Pipeline Facilities, including maintenance of service to firm Shippers.

ARTICLE V
GOVERNMENTAL AUTHORIZATIONS

It is hereby agreed that transportation service under this Service Agreement shall be implemented pursuant to applicable authorizations or programs of the FERC for which Transporter has filed or in which Transporter has agreed to participate.

ARTICLE VI
NOTICES

Notices shall be provided in accordance with Section 9 of the GT&C.

ARTICLE VII
NONRECOURSE OBLIGATION OF LIMITED LIABILITY COMPANY MEMBERS

Shipper acknowledges and agrees that (a) Transporter is a Delaware limited liability company, (b) Shipper shall have no recourse against any member of Transporter with respect to Transporter's obligations under this Service Agreement and its sole recourse shall be against the assets of Transporter, irrespective of any failure to comply with applicable law or any provision of this Service Agreement; (c) no claim shall be made against any member of Transporter or the member's or Transporter's officers, employees, or agents, under or in connection with this Service Agreement; (d) no claims shall be made against Transporter, its officers, employees, and agents, under or in connection with this Service Agreement and the performance of its duties (provided that this shall not bar claims resulting from the gross negligence or willful misconduct), and Shipper shall provide Transporter with a waiver of subrogation of Shipper's insurance company for all such claims; and (e) this representation is made expressly for the benefit of the members of Transporter.

ARTICLE VIII
INTERPRETATION

THE PARTIES HERETO AGREE THAT THE INTERPRETATION AND PERFORMANCE OF THIS SERVICE AGREEMENT MUST BE IN ACCORDANCE WITH THE LAWS OF THE STATE OF WISCONSIN WITHOUT RECOURSE TO THE LAW REGARDING THE CONFLICT OF LAWS WHICH WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER STATE.

ARTICLE IX
CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

ARTICLE X

No modification of the terms and provisions of this Service Agreement shall be or become effective except by the execution of a written instrument by Transporter and Shipper.

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective officers or other persons duly authorized to do so, the day and year first above written.

GUARDIAN PIPELINE, L.L.C.

By:

Dean Lowe

Printed Name:

DEAN LOWE

Title:

DIRECTOR



WISCONSIN GAS LLC (SHIPPER)

By:

Sarah Mead

Printed Name:

Sarah Mead

Title:

Manager of Gas Supply
6/28/2019

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 GAS LLC ("SHIPPER")

DATED June 3, 2019

TOTAL BASE MDQ 1/: 452,000
EAW Point: Wisconsin Gas Pool

TOTAL MDQ + FUEL:* 452,000

FIRM PRIMARY POINT(S) OF RECEIPT

<u>POINT(S) OF RECEIPT</u>	<u>BASE MDRO</u>	<u>MDRO + 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	206,600 Dth/day	206,600 Dth/day
Joliet Peoples	0 Dth/day	0 Dth/day
Joliet Alliance	62,000 Dth/day	62,000 Dth/day
Joliet Vector	183,400 Dth/day	183,400 Dth/day
Wisconsin Gas Pool	0 Dth/day	0 Dth/day

TOTAL PRIMARY POINT(S) OF RECEIPT MDQ: 452,000

DESIGNATED LIMITED NOTICE POINT(S) OF RECEIPT

<u>POINT(S) OF RECEIPT</u>	<u>LIMITED NOTICE QUANTITY</u>	<u>MDRO + FUEL*</u>
Joliet ANR	<u>BASE MDRO</u> 45,200 Dth/day	45,200 Dth/day

FIRM PRIMARY POINT(S) OF DELIVERY

<u>POINT(S) OF DELIVERY</u>	<u>BASE MDDO</u>	<u>MDDO + FUEL*</u>
Joliet Midwestern	0 Dth/day	0 Dth/day
Joliet Natural Gas Pipeline	0 Dth/day	0 Dth/day
Joliet Northern Border Pipeline	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 Gas Pool	452,000 Dth/day	452,000 Dth/day

TOTAL PRIMARY POINT(S) OF DELIVERY MDQ: 452,000

RIGHT OF FIRST REFUSAL 1/: YES ☒ NO ☐

Linked to Rate Schedule FT-1 Service Agreement No. FT0001

* = "+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: August 21, 2018.

Agreement No. FW0001

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

Period	Total MDQ (Dth /day)	MDQ (Dth/day) with Right of First Refusal (ROFR)
11/01/2019 – 10/31/2020	452,000	271,200; No ROFR
		180,800; ROFR
11/01/2020 – 10/31/2021	452,000	180,800; No ROFR
		271,200; ROFR
11/01/2021 – 10/31/2022	180,800	90,400; ROFR
		90,400; Contractual ROFR

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.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE EAW

EXHIBIT "C"
TO ENHANCED AGGREGATION AND WHEELING AGREEMENT
Rate Schedule EAW

DISCOUNTED RATE AGREEMENT
BETWEEN
GUARDIAN PIPELINE, L.L.C.
("TRANSPORTER")
AND
WISCONSIN GAS LLC ("SHIPPER")

DATED June 3, 2019

Shipper and Transporter agree to a discounted rate in accordance with Subsection 4.1 of Rate Schedule EAW and agree that Shipper will be billed and pay the charges specified below for the period commencing November 1, 2019 and continuing until October 31, 2022. Except as specified below, Shipper shall pay all other applicable charges pursuant to the Transporter's FERC Gas Tariff, as revised from time to time. Shipper acknowledges that this election rate constitutes waiver of the applicable recourse rates available to it under Rate Schedule EAW.

Specification of Discounted Rate:

Transporter and Shipper agree that the Transportation Rate shall be discounted as indicated below:

Discounted Rate:

Rate Type: Contract

Quantity:

Quantity Level:

Time Period: Start Date End Date

Contract: Discounted Monthly Reservation Rate per Dth \$0.00

Discounted Daily Usage Rate per Dth \$0.00

Point: Receipt Point

Delivery Point

Point to Point: Receipt Point to Delivery Point

Relationship:

Rate Component:

Index Price Differential:

Narrative Description of Discount Rate:

Shipper and Transporter agree to a Contract discounted rate of \$0.00 per Dth.

Supersedes Exhibit "C" Dated: N/A.

Agreement No. FW0001

Appendix D
Exhibit A for
Agreement FW0001
(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 GAS LLC ("SHIPPER")

DATED October 1, 2019

TOTAL BASE MDQ 1: 452,000
EAW Point: Wisconsin Gas Pool

TOTAL MDQ + FUEL:* 453,724

FIRM PRIMARY POINT(S) OF RECEIPT

<u>POINT(S) OF RECEIPT</u>	<u>BASE MDRO</u>	<u>MDRO + 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	171,600 Dth/day	172,255 Dth/day
Joliet Peoples	0 Dth/day	0 Dth/day
Joliet Alliance	74,000 Dth/day	74,282 Dth/day
Joliet Vector	206,400 Dth/day	207,187 Dth/day
Wisconsin Gas Pool	0 Dth/day	0 Dth/day

TOTAL PRIMARY POINT(S) OF RECEIPT MDQ: 452,000

DESIGNATED LIMITED NOTICE POINT(S) OF RECEIPT

<u>POINT(S) OF RECEIPT</u>	<u>LIMITED NOTICE QUANTITY</u>	<u>MDRO + FUEL*</u>
Joliet ANR	<u>BASE MDRO</u> 45,200 Dth/day	45,372 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 Gas Pool	452,000 Dth/day	453,724 Dth/day

TOTAL PRIMARY POINT(S) OF DELIVERY MDQ: 452,000

RIGHT OF FIRST REFUSAL 1/: YES ☒ NO ☐

Linked to Rate Schedule FT-1 Service Agreement No. FT0001

* = "+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. FW0001

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>452,000</u>	<u>271,200; No ROFR</u>
		<u>180,800; ROFR</u>
<u>11/01/2020 – 10/31/2021</u>	<u>452,000</u>	<u>180,800; No ROFR</u>
		<u>271,200; ROFR</u>
<u>11/01/2021 – 10/31/2022</u>	<u>180,800</u>	<u>90,400; ROFR</u>
		<u>90,400; 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.