

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, D.C. 20426

OFFICE OF ENERGY MARKET REGULATION

In Reply Refer To:
Letter Order Pursuant to § 375.307
Guardian Pipeline, L.L.C.
Docket No. RP21-29-000

October 21, 2020

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: Update to Statement of Negotiated Rates

Dear Mr. Keglovits:

On October 1, 2020, Guardian Pipeline, L.L.C. (Guardian) filed a revised tariff record¹ to reflect the transfer of all documentation of Agreement Nos. FT2001, FT2002, FT2003, FW2001, FW0001, FW2002, MA0001, and MA0002, from its current location in Guardian's Tariff, Volume No. 1, to Guardian's Tariff, Volume No. 1A, for administrative ease in making future filings. Guardian states that it is simultaneously filing amendments to its nonconforming service agreements under Rate Schedules FT-2 (Agreement Nos. FT2001, FT2002, and FT2003), EAW (Agreement Nos. FW2001, FW0001, and FW2002), and MA (Agreement Nos. MA0001 and MA0002) for inclusion in its Tariff, Volume No. 1A. The referenced tariff record is accepted effective November 1 2020, as proposed.

Public notice of the filing was issued on October 2, 2020. Interventions and protests were due as provided in section 154.210 of the Commission's regulations (18 C.F.R § 154.210 (2020)). Pursuant to Rule 214 (18 C.F.R. § 385.214 (2020)), 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

¹ Guardian Pipeline, L.L.C., FERC NGA Gas Tariff, Guardian FERC Gas Tariff, [Part 6.0, Statement of Negotiated Rates, 9.0.0.](#)

Docket No. RP21-29-000

- 2 -

of the proceeding will not disrupt the proceeding or place additional burdens on existing parties. No protests or adverse comments were filed.

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 (2020).

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

Document Content(s)

RP21-29-000.DOCX.....1



October 1, 2020

Ms. Kimberly D. Bose, Secretary
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. RP21-29-000

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 record listed below for inclusion in its FERC Gas Tariff, Volume No. 1 ("Tariff"). The proposed tariff record is submitted to become effective November 1, 2020.

Part 6.0, Statement of Negotiated Rates, v. 9.0.0

Statement of Nature, Reasons, and Basis for the Proposed Changes

Guardian is filing to move the entirety of its documentation of Agreement No. FT2001, ("Agreement No. FT2001"), FT2002 ("Agreement No. FT2002"), FT2003 ("Agreement No. FT2003"), FW2001 ("Agreement No. FW2001"), FW0001 ("Agreement No. FW0001"), FW2002 ("Agreement No. FW2002"), MA0001 ("Agreement No. MA0001"), and MA0002 ("Agreement No. MA0002") from its current location in Guardian's Tariff, Volume No. 1, to Guardian's Tariff, Volume No. 1A, for administrative ease in making future filings. Pursuant to section 154.1(d) of the Commission's regulations,¹ Guardian is simultaneously filing amendments to its non-conforming service agreements under Rate Schedules FT-2 (Agreement Nos. FT2001, FT2002, and FT2003), EAW (Agreement Nos. FW2001, FW0001, and FW2002), and MA (Agreement Nos. MA0001 and MA0002) for inclusion in its Tariff, Volume No. 1A.²

¹ 18 C.F.R. § 154.1(d) (2020).

² On October 1, 2020, Guardian filed amendments to its non-conforming rate service agreements under Rate Schedules FT-2 (Agreements Nos. FT2001, FT2002, and FT2003), EAW (Agreement Nos. FW2001, FW0001, and FW2002), and MA (Agreement Nos. MA0001 and MA0002), for inclusion in its Tariff Volume 1A. The filing in Guardian's Tariff Volume 1A and the removal of Agreement Nos. FT2001, FT2002, FT2003, FW2001, FW0001, FW2002, MA0001, and MA0002 from Guardian's Tariff Volume 1 eliminates the need for duplicative filings in both Tariff Volume 1A and Tariff Volume 1 in the event of future amendments to the above referenced

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 record in PDF format for publishing in eLibrary; and
4. Appendix B – a marked version of the tariff record in PDF format for publishing in eLibrary.

Proposed Effective Date

Pursuant to section 154.7(a)(3) of the Commission's regulations, Guardian respectfully requests that the tariff record submitted herewith be approved effective November 1, 2020, which date is at least thirty (30) days after receipt of this filing by the Commission. In accordance with section 154.7(a)(9) of the Commission's regulations, Guardian hereby files a motion to place the proposed tariff record 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 has not identified any 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 record may be made effective as proposed. No waiver of Guardian's Tariff is herein requested.

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 (subject to COVID 19 protections) at Guardian's office at 100 West Fifth Street, Tulsa, Oklahoma 74103.

Ms. Kimberly D. Bose, Secretary
October 1, 2020
Page 3 of 3

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 4103 (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

Shipper	Rate Schedule	Negotiated Monthly Reservation Rate	MDQ in Dth	Point(s) of Receipt	Point(s) of Delivery

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 Electric Power Company**	FT 2	2/10/19 \$5.8218 3/ 4/1/20 \$5.8795 3/ 4/1/21 \$5.9404 3/ 4/1/22 \$5.9982 3/ 4/1/23 \$6.0590 3/	201,656 3/ 161,324 3/ 120,994 3/ 80,662 3/ 40,331 3/	Wisconsin Electric Pool Midwestern Natural Gas Pipeline NBPL ANR/Joliet Peoples Alliance Vector Alliance/ANR	Bluff Creek Fox Valley
3. Wisconsin Electric Power Company**	EAW	2/10/09 \$0.0000 4/ 3/31/24 \$0.0000 4/	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
4. Wisconsin Electric Power Company**	MA	2/01/09 \$0.0000 5/ 1/31/24 \$0.0000 5/	201,656	Wisconsin Electric Pool MA Point	Walworth Bluff Creek Rockvale 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.

~~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/ 2/10/18 — \$5.7640 6/ 2/10/19 — \$5.8218 6/ 4/1/20 — \$5.8795 6/ 4/1/21 — \$5.9404 6/ 4/1/22 — \$5.9982 6/ 4/1/23 — \$6.0590 6/	90,105 6/ 90,105 6/ 90,105 6/ 72,084 6/ 54,063 6/ 36,042 6/ 18,021 6/	Wisconsin Gas Pool Midwestern Natural Gas Pipeline NBPL ANR/Joliet Peoples Alliance Vector Alliance/ANR	Bluff Creek WG Rubicon Fox Valley
6. Wisconsin Gas LLC**	EAW	2/10/09 — 3/31/24 — \$0.0000 7/	90,105	Midwestern Natural Gas Pipeline NBPL ANR/Joliet Peoples Alliance Vector Wisconsin Gas Pool Alliance/ANR	Wisconsin Gas Pool Midwestern Natural Gas Pipeline NBPL ANR/Joliet Peoples Alliance Vector Wisconsin Gas Pool Alliance/ANR
7. Wisconsin Gas LLC**	MA	2/01/09 — 1/31/24 — \$0.0000 8/	90,105	Wisconsin Gas MA 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/ 2/10/18 \$5.8432 9/ 2/10/19 \$5.9010 9/ 4/1/20 \$5.9587 9/ 4/1/21 \$6.0196 9/ 4/1/22 \$6.0774 9/ 4/1/23 \$6.1382 9/	205,245 9/ 205,245 9/ 205,245 9/ 164,196 9/ 123,147 9/ 82,098 9/ 41,049 9/	Wisconsin Public Service Pool	Sheboygan Chilton Denmark SW Greenbay West Greenbay
9. Wisconsin Public Service Corporation**	EAW	2/10/09 3/31/24 \$0.0000 10/	205,245	Midwestern Natural Gas Pipeline NBPL ANR/Joliet Peoples Alliance Vector Wisconsin Public Service Pool Wisconsin Gas Pool Alliance/ANR	Midwestern Natural Gas Pipeline NBPL ANR/Joliet Peoples Alliance Vector Wisconsin Public Service Pool Wisconsin Gas Pool Alliance/ANR
10. Wisconsin Public Service Corporation**	MA	2/01/09 1/31/24 \$0.0000 11/	205,245	Wisconsin Public Service MA Point	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).~~