

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. RP18-707-000

May 15, 2018

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

Attention: Ron M. Mucci, Vice President,
Rates and Regulatory Affairs

Reference: Negotiated Rate Agreement

Dear Mr. Mucci:

On April 16, 2018, Guardian Pipeline, L.L.C. filed tariff records¹ to reflect a negotiated rate Parking and Lending (PAL) service agreement with MEICO INC. (Contract No. GN0678) for service under Rate Schedule PAL. Waiver of the Commission's 30-day notice requirement is granted and the referenced tariff records are accepted effective April 16, 2018, as proposed.

Public notice of the filing was issued on April 18, 2018. Interventions and protests were due as provided in section 154.210 of the Commission's regulations (18 C.F.R. § 154.210 (2017)). Pursuant to Rule 214 (18 C.F.R. § 385.214 (2017)), all timely filed motions to intervene and any unopposed motion to intervene out-of-time filed 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.

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

¹ Guardian Pipeline, L.L.C., FERC NGA Gas Tariff, Guardian Agreements, [Part 2.0, Summary of Agreements, 55.0.0](#); [Part 9.0, MIECO INC. GN0678, 10.0.0](#); and [Part 9.1, MIECO INC. Executed Agreement GN0678, 10.0.0](#).

Docket No. RP18-707-000

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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 (2017).

Sincerely,



Marsha K. Palazzi, Director
Division of Pipeline Regulation

Document Content(s)

RP18-707-000.DOCX.....1-2



April 16, 2018

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
Negotiated Rate Parking and Lending Agreement
Docket No. RP18-707-000

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 for inclusion in its FERC Gas Tariff, Volume No. 1A (Tariff). The proposed tariff records are submitted to become effective April 16, 2018.

Part 2.0, Summary of Agreements, v. 55.0.0¹
Part 9.0, MIECO INC. GN0678, v. 10.0.0
Part 9.1, MIECO INC. Executed Agreement GN0678, v. 10.0.0

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

Pursuant to section 154.1(d) of the Commission's regulations, Guardian submits for Commission review and approval a negotiated rate Parking and Lending (PAL) agreement (GN0678) between Guardian and MIECO INC. (MIECO). Guardian and MIECO entered into a master PAL agreement on November 11, 2013 (Agreement No. PAL055). While Guardian only seeks Commission approval of the executed negotiated rate PAL agreement, it has included a copy of the conforming master PAL agreement in Appendix C of this filing to provide the complete documentation for the negotiated rate PAL agreement. The terms of the negotiated rate agreement are described below:

¹ On April 2, 2018, in Docket No. RP18-673-000, Guardian made a tariff filing proposing to remove terminated non-conforming and negotiated rate agreements as identified in its FERC Gas Tariff, Volume No. 1A. The April 2, 2018, filing proposed changes to Tariff Records 9.0, 9.1 and Part 2.0, Summary of Agreements, with a proposed effective date of April 2, 2018. That filing is still pending before the Commission, and the present filing incorporates the proposed changes within Tariff Records 9.0, 9.1 and the attached Part 2.0, Summary of Agreements, v. 55.0.0.

Contract No. GN0678 with MIECO

Pursuant to the master PAL agreement noted above, on April 16, 2018, Guardian and MIECO entered into a negotiated rate PAL agreement effective April 16, 2018. The negotiated rate PAL agreement allows for Guardian to loan MIECO up to 18,000 dekatherms (Dth) on April 16, 2018 with payback on April 17, 2018. The PAL agreement is a Shipper Requested Term Lending Service (RPL) at a negotiated daily rate of \$0.2500 per Dth which is above the maximum tariff rate.

On October 31, 2002, in Docket Nos. RP02-532-000 and RP02-534-000, the Commission approved, subject to conditions, Guardian's September 3, 2002, tariff filings authorizing Guardian to charge negotiated rates for its transportation services.² Guardian's negotiated rate provisions were made pursuant to the Commission's Policy Statement which was issued January 31, 1996.³ The Policy Statement requires a pipeline, when implementing a negotiated rate contract, to file either the contract or tariff sheets identifying and describing the transaction.⁴ The Commission has subsequently promulgated Order 714,⁵ which requires negotiated rate agreements and non-conforming agreements to be filed as tariff records.⁶

The information set forth in Tariff Volume No. 1A fully discloses the essential conditions involved in the negotiated rate transaction, including a specification of all consideration. The negotiated rate agreement does not deviate in any material respect from the form of PAL service agreement in Guardian's tariff.

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

² *Guardian Pipeline, L.L.C.*, 101 FERC ¶ 61,107 (2002).

³ *Statement of Policy on Alternatives to Traditional Cost of Services Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Services of Natural Gas Pipelines*, 74 FERC ¶ 61,076 (1996), *order on clarification*, 74 FERC ¶ 61,194 (1996), *order on rehearing*, 75 FERC ¶ 61,024 (“Policy Statement”).

⁴ *Id.* at 61,241.

⁵ *Electronic Tariff Filings*, 124 FERC ¶ 61,270.

⁶ *Id.* at 61,241; *see also Guardian Pipeline, L.L.C.*, 91 FERC ¶ 61,285, at 61,981 (2000) (description of negotiated rate filing procedures set forth in Commission's Preliminary Determination issued to Guardian in certificate proceeding).

5. Appendix C – a copy of the conforming master PAL agreement (PAL055) between Guardian and MIECO for informational purposes only.

Proposed Effective Date

Pursuant to section 154.7(a)(3) of the Commission's regulations, Guardian respectfully requests that the negotiated rate PAL agreement and the tariff records submitted herewith be approved effective April 16, 2018, the effective date of the PAL agreement. 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 a waiver to section 154.207 of the Commission's regulations as the effective date of the agreement is less than 30 days prior to the tariff's proposed effective date. 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:

Ms. Kimberly D. Bose

April 16, 2018

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Denise Adams Director, Rates and Regulatory Compliance ONEOK, Inc. 100 West 5th Street Tulsa, Oklahoma 74103 (918) 732-1408 Email: denise.adams@oneok.com	Lisa Nishimuta Managing Attorney, Interstate 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/ Ron M. Mucci

Ron M. Mucci
Vice President, Rates and Regulatory Affairs
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
Wisconsin Electric Power Company	RT0183	3.1	Non-Conforming and Negotiated Rate
Wisconsin Electric Power Company	RT0183 Amendments 4 & 5	3.2	Non-Conforming and Negotiated Rate
Wisconsin Electric Power Company	RW0068	4.1	Non-Conforming and Negotiated Rate
Wisconsin Electric Power Company	RW0068 Amendment 7	4.2	Non-Conforming and Negotiated Rate
Wisconsin Gas LLC	RT2006	5.1	Non-Conforming and Negotiated Rate
Reserved for Future Use		5.2	
Wisconsin Electric Power Company	GP1607 Amendment 3	6.1	Negotiated Rate
Reserved for Future Use		6.2	
Wisconsin Electric Power Company	GP1608 Amendment 3	7.1	Negotiated Rate
Wisconsin Gas LLC	RW0074	8.1	Non-Conforming and Negotiated Rate
Wisconsin Gas LLC	RW0074 Amendment 3	8.2	Non-Conforming and Negotiated Rate
MIECO INC.	GN0678	9.1	Negotiated Rate
Reserved for Future Use		10.1	
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	15.1	Negotiated Rate
Wisconsin Electric Power Company	GP1613	16.1	Negotiated Rate
Reserved for Future Use		17.1	
Reserved for Future Use		18.1	
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	

MIECO INC.
Park and Loan Agreement (PAL)
GN0678

eTariff Information

Tariff Submitter: Guardian Pipeline, L.L.C.

FERC Tariff Program Name: FERC NGA Gas Tariff

Tariff Title: Volume No. 1A

Tariff Record Proposed Effective Date: April 16, 2018

Tariff Record Title: MIECO INC. GN0678

Option Code: A

Other Information: Part 9.1, version 10.0.0 superseding version 9.0.0

This transaction is subject to the Master Electronic Transactions Agreement entered into between the parties.

**FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE PAL
EXHIBIT "A"**

to

**SERVICE AGREEMENT UNDER
RATE SCHEDULE PAL
BETWEEN**

**Guardian Pipeline, L.L.C.
("TRANSPORTER") AND
MIECO INC.**

("SHIPPER")

SHIPPER'S ADDRESS: 12110 North Pecos Street

Address Line 2: Suite 220

P. O. Box:

City: Westminster State/Prov: CO Zip Code: 80234

DATED: 04/16/2018

Type of Agreement (Parking or Lending): Loan

PARK AND LOAN (PAL) SERVICE OPTIONS:

Check Option	Commencement of Service Date	Termination of Service Date	Maximum* PAL Quantity Dekatherms	Daily** Rate per Dekatherm	Parking Points	Lending Points
1) Shipper Nominated Parking/Lending Service (NPL)	<input type="checkbox"/>	00/00/0000	00/00/0000	0.0000		
2) Shipper Requested Term Parking/Lending Service (RPL)	<input checked="" type="checkbox"/>	04/16/2018	04/17/2018	18,000	0.25000000	Guardian Hub PA

*Maximum PAL Quantity available during the term of the Exhibit "A".

**If this Exhibit A is at a Negotiated Rate, attach an explanation.

Description of Negotiated Rate:

loan at above Max Rate.

The service effective date of this Exhibit "A" is 04/16/2018 through 04/17/2018 .
Agreement No. GN0678

NEGOTIATED RATE EXPLANATION

On April 16, 2018, Guardian and MIECO entered into a negotiated rate PAL agreement effective April 16, 2018. The negotiated rate PAL agreement allows for Guardian to loan MIECO up to 18,000 dekatherms (Dth) on April 16, 2018 with payback on April 17, 2018. The PAL agreement is a Shipper Requested Term Lending Service (RPL) at a negotiated daily rate of \$0.2500 per Dth which is above the maximum tariff rate.

Appendix B
Marked 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
Wisconsin Electric Power Company	RT0183	3.1	Non-Conforming and Negotiated Rate
Wisconsin Electric Power Company	RT0183 Amendments 4 & 5	3.2	Non-Conforming and Negotiated Rate
Wisconsin Electric Power Company	RW0068	4.1	Non-Conforming and Negotiated Rate
Wisconsin Electric Power Company	RW0068 Amendment 7	4.2	Non-Conforming and Negotiated Rate
Wisconsin Gas LLC	RT2006	5.1	Non-Conforming and Negotiated Rate
Reserved for Future Use		5.2	
Wisconsin Electric Power Company	GP1607 Amendment 3	6.1	Negotiated Rate
Reserved for Future Use		6.2	
Wisconsin Electric Power Company	GP1608 Amendment 3	7.1	Negotiated Rate
Wisconsin Gas LLC	RW0074	8.1	Non-Conforming and Negotiated Rate
Wisconsin Gas LLC	RW0074 Amendment 3	8.2	Non-Conforming and Negotiated Rate
Reserved for Future Use <u>MIECO INC.</u>	<u>GN0678</u>	9.1	<u>Negotiated Rate</u>
Reserved for Future Use		10.1	
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	15.1	Negotiated Rate
Wisconsin Electric Power Company	GP1613	16.1	Negotiated Rate
Reserved for Future Use		17.1	
Reserved for Future Use		18.1	
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	

~~Reserved for Future Use~~MIECO INC.
Park and Loan Agreement (PAL)
GN0678

Appendix C

Master PAL Agreement

PAL055 with

MIECO INC.

This Service Agreement, is made and entered as of November 11, 2013, by and between GUARDIAN PIPELINE, L.L.C. (herein called "Transporter") and MIECO INC., (herein called "Shipper").

WITNESSETH:

WHEREAS, Transporter owns and operates a pipeline system; and

WHEREAS, Shipper desires to purchase interruptible parking and lending service from Transporter;

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

ARTICLE I - SCOPE OF AGREEMENT

Transporter agrees to receive or advance for the account of Shipper and park or loan, on an interruptible and capacity available basis, quantities of Natural Gas at the specified PAL Point up to the maximum parked quantity or maximum loaned quantity as specified on Exhibit A.

At no time shall Shipper exceed its maximum parked quantity or maximum loaned quantity.

ARTICLE II - TERM OF AGREEMENT

2.1 The term of this Service Agreement shall commence on 11/11/2013 and shall continue in force and effect until 11/30/2013, 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 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.

2.3 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 Transporter's Rate Schedule PAL 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 26.1 or Section 26.2 of the GT&C. The rates and charges that Shipper shall pay Transporter are those agreed to and set forth on Exhibit A 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 PAL; (ii) the terms and conditions of service for Transporter's Rate Schedule PAL pursuant to which service hereunder is rendered; and/or (iii) any provision of the GT&C applicable to service under Rate Schedule PAL. 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

Services shall be provided in accordance with Section 9 of this Contract.

ARTICLE VII -

NONRECOURSE OBLIGATION OF LIMITED LIABILITY COMPANY MEMBERS AND OPERATOR

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 the Operator, its officers, employees, and agents, under or in connection with this Service Agreement and the performance of its duties as Operator (provided that this shall not bar claims resulting from the gross negligence or willful misconduct of the Operator), and Shipper shall provide the Operator 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 and the Operator.

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 - FURTHER AGREEMENT

None

ARTICLE X - 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 XI -

EXHIBIT A OF SERVICE AGREEMENT, RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

Shipper shall initiate a request for interruptible park and loan service by executing and delivering to Transporter one or more Exhibit(s) A. Upon execution by Company, Shipper's Exhibit(s) A shall be incorporated in and made a part hereof.

Transporter's Rate Schedule PAL and General Terms and Conditions, which are on file with the Federal Energy Regulatory Commission and in effect, and Exhibit(s) A hereto are all applicable to this Service Agreement and are hereby incorporated in, and made a part of, this Service Agreement.

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, the day and year first above written.

MIECO INC.

By: Electronic Signature

Executed: November 11, 2013

(Date)

Guardian Pipeline, L.L.C.

By: ONEOK Partners GP,
L.L.C., its Operator

By: Electronic Signature

Executed: November 11, 2013

(Date)