

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. RP19-207-000

November 20, 2018

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

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

Reference: Non-Conforming Negotiated Rate Agreement

Dear Mr. Mucci:

On October 31, 2018, Guardian Pipeline, L.L.C. (Guardian) filed revised tariff records¹ to reflect an amended non-conforming negotiated rate service agreement with Wisconsin Public Service Corporation (WPS). Guardian states that the deviations relate only to the clarification of the in-service date. Waiver of the Commission's 30-day notice requirement is granted and the revised tariff records are accepted effective November 1, 2018, as proposed.

Public notice of the filing was issued on November 1, 2018. Interventions and protests were due as provided in section 154.210 of the Commission's regulations (18 C.F.R. § 154.210 (2018)). Pursuant to Rule 214 (18 C.F.R. § 385.214 (2018)), 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

¹ Guardian Pipeline, L.L.C., FERC NGA Gas Tariff, Guardian Agreements, [Part 2.0, Summary of Agreements, 58.0.0](#); [Part 9.0, Wisconsin Public Service Corporation FT2032, 12.0.0](#); and [Part 9.1, Wisconsin Public Service Corp Executed Agreement FT2032, 12.0.0](#).

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 this order issues, pursuant to 18 C.F.R. § 385.713 (2018).

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

Document Content(s)

RP19-207-000.DOCX.....1-2



October 31, 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
Non-Conforming and Negotiated Rate Firm Transportation Agreement
Docket No. RP19-207-000

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, 2018.

Part 2.0, Summary of Agreements, v. 58.0.0
Part 9.0, Wisconsin Public Service Corporation FT2032, v. 12.0.0
Part 9.1, Wisconsin Public Service Corporation Executed Agreement FT2032, v. 12.0.0

Statement of Nature, Reasons and Basis for the Proposed Changes

In this filing, Guardian submits for filing and acceptance one amended non-conforming and negotiated rate service agreement under Rate Schedule FT-2, Agreement No. FT2032, (Agreement No. FT2032) for inclusion in its Tariff pursuant to section 154.1(d) of the Commission's regulations.¹ Guardian originally entered into Agreement No. FT2032 with Wisconsin Public Service Corporation (WPS) on November 8, 2017, with service commencing on the later of (i) November 1, 2018, or (ii) the in-service date of the Facilities.² Although the anticipated in-service date was November 1, 2018, Guardian and WPS agreed that the in-service date could be later depending on the in-service of the facilities. Guardian was concerned that the additional wording to clarify the term of date in Agreement No. FT2032 could potentially be viewed as going beyond the filling in of blanks in its form and

¹ 18 C.F.R. § 154.1(d) (2018).

² The Agreement was entered into as a pre-arranged service agreement for 25,600 dekatherms per day of FT-2 service to a new Kaukauna delivery point which was subject to an open season. After the conclusion of the open season, WPS was awarded Agreement No. FT2032.

thereby make Agreement No. FT2032 non-conforming. Therefore, Guardian planned to file the previously executed Agreement No. FT2032 as a non-conforming agreement at least thirty days prior to the anticipated in-service date.³ The Agreement also contains a negotiated rate which would also have been addressed in Guardian's filing. Prior to filing Agreement No. FT2032 as a non-conforming and negotiated rate agreement, WPS requested to amend Agreement No. FT2032 to realign the points. Guardian waited to file Agreement No. FT2032 until after the amendment was executed. The amendment was fully executed on October 25, and Guardian is now filing Agreement No. FT2032 as amended.

Guardian's negotiated rate provisions were made pursuant to the Commission's negotiated rate program that was originally established January 31, 1996.⁴ The Commission's Negotiated Rate Policy Statement requires that pipelines provide "a detailed narrative outlining the terms of its negotiated contract, the manner in which such terms differ from its form of service agreement, the effect of such terms on the rights of the parties, and why such deviation does not present a risk of undue discrimination."⁵

Furthermore, section 154.112(b) of the Commission's regulations states that "[c]ontracts for service pursuant to [18 C.F.R. part 284] that deviate in any material aspect from [a pipeline's] form of service agreement must be filed."⁶ In *Columbia Gas Transmission Corp.*, the Commission clarified that a material deviation is contractual language that goes beyond the filling-in of the blank spaces in the *pro forma* service agreement and that affects the substantive rights of the parties.⁷ The Commission determined that material deviations from the *pro forma* service agreement in a pipeline's applicable tariff fall into two general categories - those that must be prohibited because they present a significant potential for discrimination among shippers and those that can be permitted without substantial risk of discrimination.⁸

Guardian respectfully submits that the minor deviations as to the start of service: (i) do not constitute a material deviation, (ii) do not change the conditions under which service is provided and (iii) do not pose a threat of undue discrimination.

Agreement No. FT2032 with Wisconsin Public Service Corporation

Pursuant to the Commission's Negotiated Rate Policy Statement,⁹ Guardian is submitting in Appendix C of this filing a marked version of Agreement No. FT2032 delineating the differences between the negotiated rate and non-conforming provisions in the WPS agreement and Guardian's *pro forma* FT-2 service agreement.

³ Presently the in-service date is expected to be November 1, 2018.

⁴ The Commission's negotiated rate policies were originally established in *Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines, 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 (1996).

⁵ *Natural Gas Pipelines Negotiated Rate Policies and Practices*, 104 FERC ¶ 61,134, at P 33 (2003).

⁶ 18 C.F.R. § 154.112(b) (2018).

⁷ *Columbia Gas Transmission Corp.*, 97 FERC ¶ 61,221, at 62,002 (2001).

⁸ *Id.* at 62,003.

⁹ *Natural Gas Pipelines Negotiated Rate Policies and Practices*, 104 FERC ¶ 61,134 PP 32-33 (2003).

The deviations relate only to the clarification of the in-service date and are redlined below:

Form of Service Agreement for Rate Schedule FT-2
Article II Term of Agreement
Section 2.1

This Service Agreement shall become effective on the date first written above. Service hereunder shall ~~be for the Primary Term as set forth in Exhibit A.~~ commence on the later of (i) November 1, 2018, or (ii) the in-service date of the facilities to be constructed at the Firm Primary Point(s) of Delivery specified on Exhibit "A" ("Service Effective Date") and shall extend from the Service Effective Date until the end of the gas day immediately preceding the fifth (5th) anniversary of the Service Effective Date ("Primary Term"). This Service Agreement shall terminate at the end of the Primary Term, unless extended under Section 23 of the GT&C. This Service Agreement may also be terminated in accordance with Transporter's FERC Gas Tariff.

Additionally, Exhibits A and B both reference the Service Effective Date as described in Section 2.1.

Regarding the negotiated rate provision, as described in Exhibit B, the Parties have agreed to negotiated rates for transportation to the Kaukauna delivery point, the monthly negotiated rate shall be as set forth below:

	Year 1	Year 2	Year 3	Year 4	Year 5
Daily Rate (\$/Dth/day)	\$0.1900	\$0.2002	\$0.2104	\$0.2205	\$0.2205
Monthly Rate (\$/Dth)	\$5.7790	\$6.0893	\$6.3995	\$6.7067	\$6.7067

Additionally, on October 8, 2018, Exhibit A to Agreement No. FT2032 was amended, per Amendment 1, to include the Joliet MGT receipt point in addition to the Joliet Alliance receipt point. The total dekatherms per day have been allocated between the two receipt points identified above as follows:

Receipt Point	Delivery Point	Total Dekatherms Per Day
Joliet Alliance	Kaukauna	5,600
Joliet MGT	Kaukauna	20,000

The information set forth in Tariff Volume No. 1A fully discloses the essential conditions involved in the negotiated rate transactions, including a specification of all consideration.

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 marked version of the non-conforming and negotiated rate provisions of Agreement No. FT2032 and Amendment 1 showing the changes from Guardian's *pro forma* FT-2 service agreement, 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, 2018. 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. 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.

Ms. Kimberly D. Bose
October 31, 2018
Page 5 of 5

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, 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 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	RW0074	8.1	Non-Conforming and Negotiated Rate
Wisconsin Gas LLC	RW0074 Amendment 3	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		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 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	

Wisconsin Public Service Corporation
Firm Transportation (FT-2) Service Agreement
Contract No. FT2032

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: November 1, 2018

Tariff Record Title: Wisconsin Public Service Corporation Executed Agreement FT2032

Amendment 1

Option Code: A

Other Information: Part 9.1, version 12.0.0 superseding version 11.0.0

**GUARDIAN PIPELINE, L.L.C.
AMENDMENT TO FIRM TRANSPORTATION SERVICE AGREEMENT**

This Amendment # 1 is entered into as of this 8th day of October, 2018, by and between Guardian Pipeline, L.L.C., hereafter referred to as "Company" and Wisconsin Public Service Corporation, hereafter referred to as "Shipper."

WHEREAS, Shipper and Company have entered into a Guardian Pipeline Form of Service Agreement under Rate Schedule FT-2 (FT2032) dated November 8, 2017 (hereafter referred to as "Service Agreement"); and

WHEREAS, Shipper desires to realign the primary receipt points by adding receipt point Joliet MGT with 20,000 Dekatherms and decreasing the Joliet Alliance receipt point to 5,600 Dekatherms; and

WHEREAS, Shipper desires to list Joliet MGT as the Designated Limited Notice Point of Receipt; and

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

AGREEMENT

Effective November 1, 2018, the existing provisions of Exhibit A to the Service Agreement shall be replaced in their entirety with the provisions set forth in Exhibit A to the Form of Service Agreement for Rate Schedule FT-2 dated October 8, 2018, 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.

Wisconsin Public Service Corporation

By: Hayley L. Rose

By: Sarah Mead

Name: Hayley L. Rose
Vice President - Commercial
Natural Gas Pipelines
ONEOK

Name: Sarah Mead

Title: _____

Title: Manager of Gas Supply

Date: 10/25/18

Date: 10/8/2018

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-2

EXHIBIT "A"
to
SERVICE AGREEMENT UNDER
FIRM RATE SCHEDULE FT-2
BETWEEN
GUARDIAN PIPELINE, L.L.C.
("TRANSPORTER")
AND

WISCONSIN PUBLIC SERVICE CORPORATION ("SHIPPER")

DATED October 8, 2018

RIGHT OF FIRST REFUSAL: YES NO

TOTAL MDQ: 25,600

FIRM PRIMARY POINT(S) OF RECEIPT 1/

<u>POINT(S) OF RECEIPT</u>	<u>MDRO</u>
Joliet MGT	20,000
Joliet Alliance	5,600

TOTAL PRIMARY POINT(S) OF RECEIPT MDQ: 25,600

DESIGNATED LIMITED NOTICE POINT(S) OF RECEIPT 1/

<u>POINT(S) OF RECEIPT</u>	<u>MDRO</u>
Joliet MGT	2,560

FIRM PRIMARY POINT(S) OF DELIVERY 1/

<u>POINT(S) OF DELIVERY</u>	<u>MDDO</u>	<u>MINIMUM PRESSURE</u>
Kaukauna	* 25,600	575 psig

TOTAL PRIMARY POINT(S) OF DELIVERY MDQ: 25,600

The service effective date of this Exhibit "A" shall be the same date as the Service Effective Date as described in Section 2.1 of the Form of Service Agreement for Rate Schedule FT-2 dated November 8, 2017 and shall extend through the Primary Term as described in Section 2.1 of the Form of Service Agreement for Rate Schedule FT-2 dated November 8, 2017.

Supersedes Exhibit "A" Dated: November 8, 2017.

Agreement No. FT2032

1/ In the event there are multiple combinations of point(s) of receipt and/or point(s) of delivery, the sections of this Exhibit will be duplicated to present each combination of point(s) of receipt and point(s) of delivery.

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

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-2

This Service Agreement (Agreement No. ^{FT2032} is made and entered into this 8th day of November, 2017, by and between GUARDIAN PIPELINE, L.L.C. (herein called "Transporter") and WISCONSIN PUBLIC SERVICE CORPORATION (herein called "Shipper").

WITNESSETH:

WHEREAS, Transporter owns and operates a pipeline system; and

WHEREAS, Shipper desires to purchase firm transportation 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

- 1.1 Subject to the terms, conditions, and limitations hereof, of Transporter rate Schedule FT-2 and of the GT&C, transportation service hereunder will be firm and Transporter agrees to receive from Shipper during the term of this Service Agreement for Shipper or Shipper's account quantities of Natural Gas and to deliver to Shipper Thermally Equivalent Quantities of Natural Gas received by Transporter from Shipper or for Shipper's account, up to the MDQ specified on Exhibit "A" hereto, less Transporter's Use Gas quantities, which Exhibit "A" shall be deemed to be a part of this Service Agreement.
- 1.2 Transporter will receive from Shipper or for Shipper's account for transportation hereunder, daily quantities of Natural Gas up to Shipper's MDRO at Point(s) of Receipt specified on Exhibit "A" hereto. Transporter will transport and deliver to Shipper or for Shipper's account such daily quantities tendered up to Shipper's MDDO at Point(s) of Delivery specified on Exhibit "A" hereto, less Transporter's Use Gas quantities.
- 1.3 On any Day, Transporter may receive at Point(s) of Receipt and deliver at Point(s) of Delivery quantities of Natural Gas in excess of Shipper's MDQ, MDRO, MDDO and MHDO respectively, at such Point(s) of Receipt and/or Point(s) of Delivery, provided that such quantities shall be Authorized Overrun Service subject to the terms of Transporter's Rate Schedule FT-2 and GT&C.

ARTICLE II
TERM OF AGREEMENT

- 2.1 This Service Agreement shall become effective on the date first written above. Service hereunder shall commence on the later of (i) November 1, 2018, or (ii) the in-service date of the facilities to be constructed at the Firm Primary Point(s) of Delivery specified on Exhibit "A" ("Service Effective Date") and shall extend from the Service Effective Date until the end of the gas day immediately preceding the fifth (5th) anniversary of the Service Effective Date ("Primary Term"). This Service Agreement shall terminate at the end of the Primary Term, unless extended under Section 23 of the GT&C. This Service Agreement may also be terminated in accordance with Transporter's FERC Gas Tariff.

- 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. To the extent that Shipper desires to terminate this Service Agreement prior to its expiration date, and Transporter agrees to such termination, Transporter shall be entitled to collect as part of the exit fee that Shipper shall pay for such early termination all, or such lesser portion as Transporter agrees to, of the Reservation Charge otherwise recoverable by Transporter from Shipper for the balance of the contractual term absent such early termination. To the extent that Transporter and Shipper have negotiated rates that are designed on a basis other than straight-fixed variable ("SFV"), for the purpose of calculating the Reservation Charge otherwise recoverable by Transporter, such rates shall be restated on an SFV basis, such that the Reservation Charge includes all the rate that would have been in effect for the remainder of the term, except that amount equal to the usage charge set forth on the Statement of Rates, assuming a 100% usage factor.
- 2.3 Any provisions of this Service Agreement necessary to correct or cash out imbalances or to pay all applicable rates, charges, and penalties will 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 FT-2 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 All of the GT&C and Rate Schedule FT-2 shall be applicable to service hereunder and shall be made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.
- 3.3 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 Transporter's Rate Schedule FT-2; (ii) the terms and conditions of service for Rate Schedule FT-2 pursuant to which service hereunder is rendered; and/or (iii) any provision of the GT&C applicable to service under Rate Schedule FT-2. Transporter agrees that Shipper may protest or contest any such filings or may seek authorization from duly constituted regulatory authorities for such adjustments of Transporter's Tariff as may be necessary to ensure that the provisions in (i), (ii), or (iii) above are consistent with 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 other 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 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 provision 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 GOVERNING CONFLICT OF LAWS WHICH WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER STATE.

ARTICLE IX
FURTHER AGREEMENT

[If none, so state] [Particulars of any agreement pursuant to Section 27 of the GT&C to be included here]

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

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 executed by their respective duly authorized officers or other authorized persons, the day and year first above written.

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

By: 

Printed Name: J. Phillip May
Senior Vice President
Natural Gas Pipelines
ONEOK
Title: _____



WISCONSIN PUBLIC SERVICE CORPORATION (SHIPPER)

By: 

Printed Name: DANIEL KRUEGEL
Title: SVP - WEAF

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-2

EXHIBIT "A"
to
SERVICE AGREEMENT UNDER
FIRM RATE SCHEDULE FT-2
BETWEEN
GUARDIAN PIPELINE, L.L.C.
("TRANSPORTER")
AND

WISCONSIN PUBLIC SERVICE CORPORATION ("SHIPPER")

DATED November 8, 2017

RIGHT OF FIRST REFUSAL: YES NO

TOTAL MDQ: 25,600

FIRM PRIMARY POINT(S) OF RECEIPT 1/

<u>POINT(S) OF RECEIPT</u>	<u>MDRO</u>
Joliet Alliance	25,600

TOTAL PRIMARY POINT(S) OF RECEIPT MDQ: 25,600

DESIGNATED LIMITED NOTICE POINT(S) OF RECEIPT 1/

<u>POINT(S) OF RECEIPT</u>	<u>MDRO</u>
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FIRM PRIMARY POINT(S) OF DELIVERY 1/

<u>POINT(S) OF DELIVERY</u>	<u>MDDO</u>	<u>MINIMUM PRESSURE</u>
Kaukauna	25,600	575 psig

TOTAL PRIMARY POINT(S) OF DELIVERY MDQ: 25,600

The service effective date of this Exhibit "A" shall be the same date as the Service Effective Date as described in Section 2.1 of the Form of Service Agreement for Rate Schedule FT-2 dated November 8, 2017 and shall extend through the Primary Term as described in Section 2.1 of the Form of Service Agreement for Rate Schedule FT-2 dated November 8, 2017.

Supersedes Exhibit "A" Dated: N/A

Agreement No. FT 2032

1/ In the event there are multiple combinations of point(s) of receipt and/or point(s) of delivery, the sections of this Exhibit will be duplicated to present each combination of point(s) of receipt and point(s) of delivery.

Tariff Section Issued: August 23, 2016
Tariff Section Effective: September 23, 2016

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-2

EXHIBIT "B"
TO FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-2

NEGOTIATED RATE AGREEMENT
BETWEEN
GUARDIAN PIPELINE, L.L.C.
("TRANSPORTER")
AND

WISCONSIN PUBLIC SERVICE CORPORATION ("SHIPPER")

DATED November 8, 2017

Shipper and Transporter agree to a negotiated rate in accordance with Subsection 5.1 of Rate Schedule FT-2 and agree that Shipper will be billed and pay the charges specified below for the period commencing the same date as the Service Effective Date as described in Section 2.1 of the Form of Service Agreement for Rate Schedule FT-2 dated November 8, 2017 and shall extend through the Primary Term as described in Section 2.1 of the Form of Service Agreement for Rate Schedule FT-2 dated November 8, 2017. 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 FT-2.

Specification of Negotiated Rate:

Transporter and Shipper agree that the Transportation Rate shall include a Monthly Reservation Rate and a Usage Rate as indicated below:

1. Monthly Reservation Rate shall be (select (i), (ii), or (iii) below and complete the blank if applicable):

- (i) at a rate of See Table Below /Dth; or
 (ii) a reduction, stated on a percentage basis, from the maximum unit reservation charge, of %/Dth; or
 (iii) at the maximum applicable rate shown in Transporter's Statement of Rates as it may change from time to time; and

2. Usage Rate shall be (select (i) or (ii) below and complete the blank if applicable):

- (i) at a rate of \$ /Dth; or
 (ii) at the maximum applicable rate shown in Transporter's Statement of Rates as it may change from time to time.

Narrative Description of Negotiated Rate:

Shipper shall be charged the rates as set forth in the rate table below effective as of the Service Effective Date as described in Section 2.1 of the Form of Service Agreement for Rate Schedule FT-2 dated November 8, 2017 and through the Primary Term as described in Section 2.1 of the Form of Service Agreement for Rate Schedule FT-2 dated November 8, 2017.

	Year 1	Year 2	Year 3	Year 4	Year 5
Daily Rate (\$/Dth/day)	\$ 0.1900	\$ 0.2002	\$ 0.2104	\$ 0.2205	\$ 0.2205
Monthly Rate (\$/Dth)	\$ 5.7790	\$ 6.0893	\$ 6.3995	\$ 6.7067	\$ 6.7067

Supersedes Exhibit "B" Dated: N/A.

Agreement No. FT2032

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 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	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 Wisconsin Public Service Corporation	<u>FT2032 Amendment 1</u>	9.1	<u>Non-Conforming and 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 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	

~~Reserved for Future Use~~ Wisconsin Public Service Corporation
Firm Transportation (FT-2) Service Agreement
Contract No. FT2032

Appendix C

Marked FT-2 Contract No. FT2032 and Amendment 1
with Wisconsin Public Service Corporation

Amendment 1

Marked Amendment 1 to FT-2 Contract No. FT2032
with Wisconsin Public Service Corporation

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-2

EXHIBIT "A"
to
SERVICE AGREEMENT UNDER
FIRM RATE SCHEDULE FT-2
BETWEEN
GUARDIAN PIPELINE, L.L.C.
("TRANSPORTER")
AND

WISCONSIN PUBLIC SERVICE CORPORATION ("SHIPPER")

DATED October 8, 2018

RIGHT OF FIRST REFUSAL: YES NO

TOTAL MDQ: 25,600

FIRM PRIMARY POINT(S) OF RECEIPT 1/

<u>POINT(S) OF RECEIPT</u>	<u>MDRO</u>
Joliet MGT	20,000
Joliet Alliance	5,600

TOTAL PRIMARY POINT(S) OF RECEIPT MDQ: 25,600

DESIGNATED LIMITED NOTICE POINT(S) OF RECEIPT 1/

<u>POINT(S) OF RECEIPT</u>	<u>MDRO</u>
Joliet MGT	2,000

FIRM PRIMARY POINT(S) OF DELIVERY 1/

<u>POINT(S) OF DELIVERY</u>	<u>MDDO</u>	<u>MINIMUM PRESSURE</u>
Kaukauna	25,600	575 psig

TOTAL PRIMARY POINT(S) OF DELIVERY MDQ: 25,600

The service effective date of this Exhibit "A" shall be the same date as the Service Effective Date as described in Section 2.1 of the Form of Service Agreement for Rate Schedule FT-2 dated November 8, 2017 and shall extend through the Primary Term as described in Section 2.1 of the Form of Service Agreement for Rate Schedule FT-2 dated November 8, 2017 ~~is through~~.

Supersedes Exhibit "A" Dated: November 8, 2017.

Agreement No. FT2032

1/ In the event there are multiple combinations of point(s) of receipt and/or point(s) of delivery, the sections of this Exhibit will be duplicated to present each combination of point(s) of receipt and point(s) of delivery.

FT-2 Contract No. FT2032

Marked FT-2 Contract No. FT2032

with Wisconsin Public Service Corporation

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-2

This Service Agreement (Agreement No.) is made and entered into this 8th day of November, 2017, by and between GUARDIAN PIPELINE, L.L.C. (herein called "Transporter") and WISCONSIN PUBLIC SERVICE CORPORATION (herein called "Shipper").

WITNESSETH:

WHEREAS, Transporter owns and operates a pipeline system; and

WHEREAS, Shipper desires to purchase firm transportation 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

- 1.1 Subject to the terms, conditions, and limitations hereof, of Transporter Rate Schedule FT-2 and of the GT&C, transportation service hereunder will be firm and Transporter agrees to receive from Shipper during the term of this Service Agreement for Shipper or Shipper's account quantities of Natural Gas and to deliver to Shipper Thermally Equivalent Quantities of Natural Gas received by Transporter from Shipper or for Shipper's account, up to the MDQ specified on Exhibit "A" hereto, less Transporter's Use Gas quantities, which Exhibit "A" shall be deemed to be a part of this Service Agreement.
- 1.2 Transporter will receive from Shipper or for Shipper's account for transportation hereunder, daily quantities of Natural Gas up to Shipper's MDRO at Point(s) of Receipt specified on Exhibit "A" hereto. Transporter will transport and deliver to Shipper or for Shipper's account such daily quantities tendered up to Shipper's MDDO at Point(s) of Delivery specified on Exhibit "A" hereto, less Transporter's Use Gas quantities.
- 1.3 On any Day, Transporter may receive at Point(s) of Receipt and deliver at Point(s) of Delivery quantities of Natural Gas in excess of Shipper's MDQ, MDRO, MDDO and MHDO respectively, at such Point(s) of Receipt and/or Point(s) of Delivery, provided that such quantities shall be Authorized Overrun Service subject to the terms of Transporter's Rate Schedule FT-2 and GT&C.

ARTICLE II
TERM OF AGREEMENT

- 2.1 This Service Agreement shall become effective on the date first written above. Service hereunder shall ~~be for the Primary Term as set forth in Exhibit A, commence on the later of (i) November 1, 2018, or (ii) the in-service date of the facilities to be constructed at the Firm Primary Point(s) of Delivery specified on Exhibit "A" ("Service Effective Date") and shall extend from the Service Effective Date until the end of the gas day immediately preceding the fifth (5th) anniversary of the Service Effective Date ("Primary Term").~~ This Service Agreement shall terminate at the end of the Primary Term, unless extended under Section 23 of the GT&C. This Service Agreement may also be terminated in accordance with Transporter's FERC Gas Tariff.

- 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. To the extent that Shipper desires to terminate this Service Agreement prior to its expiration date, and Transporter agrees to such termination, Transporter shall be entitled to collect as part of the exit fee that Shipper shall pay for such early termination all, or such lesser portion as Transporter agrees to, of the Reservation Charge otherwise recoverable by Transporter from Shipper for the balance of the contractual term absent such early termination. To the extent that Transporter and Shipper have negotiated rates that are designed on a basis other than straight-fixed variable ("SFV"), for the purpose of calculating the Reservation Charge otherwise recoverable by Transporter, such rates shall be restated on an SFV basis, such that the Reservation Charge includes all the rate that would have been in effect for the remainder of the term, except that amount equal to the usage charge set forth on the Statement of Rates, assuming a 100% usage factor.
- 2.3 Any provisions of this Service Agreement necessary to correct or cash out imbalances or to pay all applicable rates, charges, and penalties will 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 FT-2 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 All of the GT&C and Rate Schedule FT-2 shall be applicable to service hereunder and shall be made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.
- 3.3 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 Transporter's Rate Schedule FT-2; (ii) the terms and conditions of service for Rate Schedule FT-2 pursuant to which service hereunder is rendered; and/or (iii) any provision of the GT&C applicable to service under Rate Schedule FT-2. Transporter agrees that Shipper may protest or contest any such filings or may seek authorization from duly constituted regulatory authorities for such adjustments of Transporter's Tariff as may be necessary to ensure that the provisions in (i), (ii), or (iii) above are consistent with 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 other 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 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 provision 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 GOVERNING CONFLICT OF LAWS WHICH WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER STATE.

ARTICLE IX
FURTHER AGREEMENT

[If none, so state] [Particulars of any agreement pursuant to Section 27 of the GT&C to be included here]

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

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 executed by their respective duly authorized officers or other authorized persons, the day and year first above written.

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

By: _____

Printed Name: _____

Title: _____

WISCONSIN PUBLIC SERVICE CORPORATION (SHIPPER)

By: _____

Printed Name: _____

Title: _____

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-2

EXHIBIT "A"
to
SERVICE AGREEMENT UNDER
FIRM RATE SCHEDULE FT-2
BETWEEN
GUARDIAN PIPELINE, L.L.C.
("TRANSPORTER")
AND

WISCONSIN PUBLIC SERVICE CORPORATION ("SHIPPER")

DATED November 8, 2017

RIGHT OF FIRST REFUSAL: YES NO

TOTAL MDQ: 25,600

FIRM PRIMARY POINT(S) OF RECEIPT 1/

<u>POINT(S) OF RECEIPT</u>	<u>MDRO</u>
Joliet Alliance	25,600

TOTAL PRIMARY POINT(S) OF RECEIPT MDQ: 25,600

DESIGNATED LIMITED NOTICE POINT(S) OF RECEIPT 1/

<u>POINT(S) OF RECEIPT</u>	<u>MDRO</u>
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FIRM PRIMARY POINT(S) OF DELIVERY 1/

<u>POINT(S) OF DELIVERY</u>	<u>MDDO</u>	<u>MINIMUM PRESSURE</u>
Kaukauna	25,600	575 psig

TOTAL PRIMARY POINT(S) OF DELIVERY MDQ: 25,600

The service effective date of this Exhibit "A" shall be the same date as of the Service Effective Date as described in Section 2.1 of the Form of Service Agreement for Rate Schedule FT-2 dated November 8, 2017 and shall extend through the Primary Term as described in Section 2.1 of the Form of Service Agreement for Rate Schedule FT-2 dated November 8, 2017.is through.

Supersedes Exhibit "A" Dated: N/A.

Agreement No.

1/ In the event there are multiple combinations of point(s) of receipt and/or point(s) of delivery, the sections of this Exhibit will be duplicated to present each combination of point(s) of receipt and point(s) of delivery.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-2

EXHIBIT "B"
TO FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-2

NEGOTIATED RATE AGREEMENT
BETWEEN
GUARDIAN PIPELINE, L.L.C.
("TRANSPORTER")
AND

WISCONSIN PUBLIC SERVICE CORPORATION ("SHIPPER")

DATED November 8, 2017

Shipper and Transporter agree to a negotiated rate in accordance with Subsection 5.1 of Rate Schedule FT-2 and agree that Shipper will be billed and pay the charges specified below for the period commencing ~~20~~, ~~20~~ ~~and continuing until~~, ~~20~~ ~~the same date as the Service Effective Date as described in Section 2.1 of the Form of Service Agreement for Rate Schedule FT-2 dated November 8, 2017 and shall extend through the Primary Term as described in Section 2.1 of the Form of Service Agreement for Rate Schedule FT-2 dated November 8, 2017.~~ 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 FT-2.

Specification of Negotiated Rate:

Transporter and Shipper agree that the Transportation Rate shall include a Monthly Reservation Rate and a Usage Rate as indicated below:

1. Monthly Reservation Rate shall be (select (i), (ii), or (iii) below and complete the blank if applicable):

- (i) at a rate of \$ ~~See Table Below~~ /Dth; or
 (ii) a reduction, stated on a percentage basis, from the maximum unit reservation charge, of %/Dth; or
 (iii) at the maximum applicable rate shown in Transporter's Statement of Rates as it may change from time to time; and

2. Usage Rate shall be (select (i) or (ii) below and complete the blank if applicable):

- (i) at a rate of \$ /Dth; or
 (ii) at the maximum applicable rate shown in Transporter's Statement of Rates as it may change from time to time.

Narrative Description of Negotiated Rate:

Shipper shall be charged the rates as set forth in the rate table below effective as of the Service Effective Date as described in Section 2.1 of the Form of Service Agreement for Rate Schedule FT-2 dated November 8, 2017 and through the Primary Term as described in Section 2.1 of the Form of Service Agreement for Rate Schedule FT-2 dated November 8, 2017.

	Year 1	Year 2	Year 3	Year 4	Year 5
Daily Rate (\$/Dth/day)	\$ 0.1900	\$ 0.2002	\$ 0.2104	\$ 0.2205	\$ 0.2205
Monthly Rate (\$/Dth)	\$ 5.7790	\$ 6.0893	\$ 6.3995	\$ 6.7067	\$ 6.7067

Supersedes Exhibit "B" Dated: ~~_____~~ N/A.

Agreement No.