

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 Nos. RP19-312-000
RP19-313-000

December 13, 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: Non-Conforming Negotiated Rate Agreements

Dear Mr. Mucci:

On November 27, 2018, Guardian Pipeline, L.L.C. (Guardian) filed tariff records¹ in the above captioned proceedings to reflect revisions to two non-conforming negotiated rate agreements and to reflect the removal of a non-conforming negotiated rate agreement from its current location in Guardian's Tariff Volume No. 1 due its relocation to Guardian's Tariff Volume No. 1A.² Waiver of the Commission's 30-day notice requirement is granted and the tariff records listed in the Appendix are accepted effective December 1, 2018, as requested.

Public notice of the filings was issued on November 28, 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

¹ See Appendix.

² On November 28, 2018, Guardian filed an errata in Docket No. RP19-312-000 correcting and clarifying rate descriptions within its filing.

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 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 (2018).

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

Docket Nos. RP19-312-000 and RP19-313-000

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Appendix

Guardian Pipeline, L.L.C.
FERC NGA Gas Tariff
Guardian Agreements

Tariff records accepted effective December 1, 2018:

Docket No. RP18-312-000

[Part 2.0, Summary of Agreements, 59.0.0](#)

[Part 3.2, Wisconsin Electric Power Company RT0183 Amendment 6, 1.0.0](#)

[Part 10.0, Wisconsin Gas LLC FT0001, 8.0.0](#)

[Part 10.1, Wisconsin Gas LLC Executed Agreement FT0001, 8.0.0](#)

[Part 10.2, Wisconsin Gas LLC FT0001 Amendment 14, 0.0.0](#)

Guardian Pipeline, L.L.C.
FERC NGA Gas Tariff
Guardian FERC Gas Tariff

Tariff record accepted effective December 1, 2018:

Docket No. RP18-313-000

[Part 6.0, Statement of Negotiated Rates, 7.0.0](#)

Document Content(s)

RP19-312-000 and RP19-313-000.DOCX.....1-3



November 28, 2018

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

Re: Guardian Pipeline, L.L.C.
Docket No. RP19-312-000
Errata

Dear Ms. Bose:

On November 27, Guardian Pipeline, L.L.C. (Guardian) submitted two amended non-conforming and negotiated rate service agreements under Rate Schedule FT-1, Agreement No. FT0001 (FT0001) and Agreement No. RT0183 (RT0183) for inclusion in its FERC Gas Tariff, Volume No. 1A pursuant to section 154.1(d) of the Commission's regulations.¹

It has come to Guardian's attention that a statement made in the transmittal letter submitted in Docket No. RP19-312-000 (Transmittal Letter) regarding the negotiated Monthly Reservation Rate for each of the amendments and the calculation description of the weighted average rate for each of the amendments was incorrect. Guardian, pursuant to its FERC Gas Tariff, Volume No. 1, General Terms & Conditions Part 10.1, agreed to continue the MDQ for both FT0001 and RT0183 at a discounted Monthly Reservation Rate for Rate Schedule FT-1 service. In the Transmittal Letter, Guardian incorrectly referenced the currently effective Maximum Monthly Reservation Rate for Schedule FT-1 as the agreed to rate for the continuation of MDQ for both FT0001 and RT0183.

While all elements of the tables and the filed amendments submitted by Guardian in RP19-312-000 are correct, Guardian with this Errata filing seeks to correct and clarify the description of the calculation of the negotiated weighted average rate presented in the Transmittal Letter for Amendment 14 to FT0001 and Amendment 6 to RT0183.

The negotiated weighted average monthly reservation rate presented for Amendment 14 to FT0001, shown on lines 2 and 3 of Table 1 – FT0001 in the Transmittal Letter, is the weighted average of the original negotiated Monthly Reservation Rate of \$3.65 for 361,600 Dth/per day and a discounted Monthly Reservation Rate of \$4.4591 for 90,400 Dth/day.

The negotiated weighted average monthly reservation rate presented for Amendment 6 to RT0183, shown on lines 2 and 3 of Table 2 – RT0183 in the Transmittal Letter, is the

¹ 18 C.F.R. § 154.1(d) (2018).

weighted average of the original negotiated Monthly Reservation Rate of \$3.65 for 148,610 Dth/per day and a discounted Monthly Reservation Rate of \$4.4591 for 39,600 Dth/day.

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, 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



November 27, 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
Update to Non-Conforming and Negotiated Rate Agreements
Docket No. RP19-312-000

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 December 1, 2018.

Part 2.0, Summary of Agreements, v. 59.0.0
Part 3.2, Wisconsin Electric Power Company RT0183 Amendment 6, v. 1.0.0
Part 10.0, Wisconsin Gas LLC FT0001, v. 8.0.0
Part 10.1, Wisconsin Gas LLC Executed Agreement FT0001, v. 8.0.0
Part 10.2, Wisconsin Gas LLC FT0001 Amendment 14, v. 0.0.0

Statement of Nature, Reasons and Basis for the Proposed Changes

In this filing, Guardian submits for filing and acceptance two amended non-conforming and negotiated rate service agreements under Rate Schedule FT-1, Agreement No. FT0001 (FT0001) and Agreement No. RT0183 (RT0183) for inclusion in its Tariff pursuant to section 154.1(d) of the Commission's regulations.¹

Guardian entered into FT0001 with Wisconsin Gas LLC (Wisconsin Gas) on December 7, 2002. Subsequently, Wisconsin Gas permanently released a portion of capacity subscribed under FT0001 to Wisconsin Electric Power Company (Wisconsin Electric) in Agreement No. RT0183. The history of these agreements, including prior Commission approvals, is more fully described below.

¹ 18 C.F.R. § 154.1(d) (2018).

Guardian's negotiated rate provisions were made pursuant to the Commission's negotiated rate program that was originally established January 31, 1996.² 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."³

1. History of Agreement FT0001 and Summary of Amendment 14 of Agreement FT0001 with Wisconsin Gas

The negotiated rate and non-conforming provisions of FT0001 with Wisconsin Gas were approved by the Commission in an unpublished Letter Order issued December 30, 2008, in Docket No. RP09-82-000. The previously approved non-conforming provisions in FT0001 included a reduction of Maximum Delivery Quantity (MDQ) of 130,000 Dth per year beginning December 7, 2018. Guardian subsequently filed tariff updates to quantities and points of receipt and delivery in Docket No. RP15-1208-000⁴, which updates retained the reductions of MDQ beginning December 7, 2018. As further described in subsection 2 below, a partial amount of capacity from FT0001 was permanently released by Wisconsin Gas effective November 1, 2011 leaving an annual MDQ reduction of 90,400 Dth/day for the retained capacity under FT0001 and a corresponding annual reduction of 39,600 Dth/day for the released capacity under RT0183.

In addition to filing FT0001, a summary of the negotiated rates and scheduled periods (Period Dates) for MDQ reductions was included in Guardian's FERC Gas Tariff Volume No. 1 Part 6.0 Statement of Negotiated Rates⁵. In this filing, Guardian proposes to incorporate in Tariff Volume 1A the previously approved FT0001 agreement documentation as Part 10.0 and the new Amendment 14 to FT0001 as Part 10.1.⁶ The table below presents the currently effective negotiated rates and Period Dates and the proposed negotiated rates and Period Dates incorporated in Amendment 14.

² 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).

³ *Natural Gas Pipelines Negotiated Rate Policies and Practices*, 104 FERC ¶ 61,134, at P 33 (2003).

⁴ *Guardian Pipeline, L.L.C.*, Letter Order, Docket No. RP15-1208-000 (September 16, 2015).

⁵ *Supra* note 4.

⁶ On November 27, 2018, Guardian will be filing to move the entirety of its documentation of Agreement No. FT0001 from its current location in Tariff Volume 1 to Tariff Volume 1A. The incorporation of both the previously approved FT0001 and Amendment 14 in Guardian's Tariff Volume 1A and the removal of FT0001 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 FT0001. Pending Commission approval, the relocation filing and the present filing are both proposed to be effective December 1, 2018.

Table 1 – FT0001

	Currently Effective Period Dates	Currently Effective Maximum Daily Quantities	Currently Effective Negotiated Monthly Reservation Rates	Amendment 14 Period Dates	Amendment 14 Maximum Daily Quantities	Amendment 14 Negotiated Monthly Reservation Rates
1.	11/01/2012-12/06/2018	452,000	\$3.65			
2.	12/07/2018-12/31/2018	361,600	\$3.65	12/01/2018-12/31/2018	452,000	\$3.78
3.	12/07/2018-12/06/2019	361,600	\$3.65	01/01/2019-10/31/2019	452,000	\$3.81
4.	12/07/2019-12/06/2020	271,200	\$3.65	11/01/2019-10/31/2020	271,200	\$3.65
5.	12/07/2020-12/06/2021	180,800	\$3.65	11/01/2020-10/31/2021	180,800	\$3.65
6.	12/07/2021-12/06/2022	90,400	\$3.65	11/01/2021-10/31/2022	90,400	\$3.65

Whereas previously, the MDQ of FT0001 would have decreased by 90,400 Dth/per day, Wisconsin Gas requested to extend the current volume of 452,000 Dth/per day through October 31, 2019. Pursuant to Guardian’s General Terms & Condition Part 10.1, Guardian agreed to continue the MDQ at the currently effective Maximum Monthly Reservation Rate for Rate Schedule FT-1. Amendment 14 rates, as shown in Table 2 – FT0001, lines 2 and 3 above, are based on the weighted average of the original negotiated rate for 361,600 Dth/per day and 90,400 Dth/day at Maximum Monthly Reservation Rate for Rate Schedule FT-1.

To better align with the demands of the winter season, Wisconsin Gas has requested that the effective dates be revised as shown above. Where FT0001 originally stated that the Primary Term would end December 6, 2022, the customer has elected and Company has mutually agreed to amend the termination date to October 31, 2022.⁷

2. History and Summary of Amendment 6 in Agreement RT0183 with Wisconsin Electric

As previously explained, Wisconsin Gas permanently released a partial amount of capacity from FT0001 to replacement shipper Wisconsin Electric on November 1, 2011 (RT0183). The releasing shipper released the capacity subject to the existing negotiated rate and non-conforming provisions previously filed with and approved by the Commission in Docket No. RP09-82-000 (2008)⁸.

⁷ Article II, Section 2.2 of the Service Agreement provides: “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 facilitate the resale or renewal of the capacity upon termination to better align with the winter heating season, the Parties have agreed to the adjusted termination date without the payment of an exit fee as contemplated in Section 2.2.

⁸ Guardian added the capacity release documentation, the executed RT0183 agreement, and Amendments 1 – 3 for Agreement RT0183 to Part 3.1 in Docket No. RP15-1207-000 (2015) and Amendments 4 – 5 in Docket No. RP16-1036-000 (2016).

In this instant filing, Guardian seeks Commission approval of Amendment 6, which is proposed to be included in Part 3.2. While the amendment does not contain new non-conforming or negotiated rate provisions, Guardian continues to file new amendments to provide a complete history of Agreement RT0183. Amendment 6 of RT0183 presents amendments to Period Dates, Maximum Daily Quantities and negotiated Monthly Reservation Rates as follows.

Table 2 – RT0183

	Currently Effective Period Dates	Currently Effective Maximum Daily Quantities	Currently Effective Negotiated Monthly Reservation Rates	Amendment 6 Period Dates	Amendment 6 Maximum Daily Quantities	Amendment 6 Negotiated Monthly Reservation Rates
1.	01/03/2013-12/06/2018	188,210	\$3.65			
2.	12/07/2018-12/31/2018	148,610	\$3.65	12/01/2018-12/31/2018	188,210	\$3.78
3.	1/01/2019-12/06/2019	148,610	\$3.65	01/01/2019-10/31/2019	188,210	\$3.81
4.	12/07/2019-12/06/2020	109,010	\$3.65	11/01/2019-10/31/2020	109,010	\$3.65
5.	12/07/2020-12/06/2021	69,410	\$3.65	11/01/2020-10/31/2021	69,410	\$3.65
6.	12/07/2021-12/06/2022	29,810	\$3.65	11/01/2021-10/31/2022	29,810	\$3.65

Whereas previously, the MDQ of RT0183 would have decreased annually by 39,600 Dth/per day, Wisconsin Electric requested to extend the current volume of 188,210 Dth/per day through October 31, 2019. Pursuant to Guardian’s General Terms & Condition Part 10.1, Guardian agreed to continue the MDQ at the currently effective Maximum Monthly Reservation Rate for Rate Schedule FT-1. Amendment 6 rates, as shown in Table 2 – RT0183, lines 2 and 3 above, are based on the weighted average of the original negotiated rate for 148,610 Dth/per day and 39,600 Dth/day at Maximum Monthly Reservation Rate for Rate Schedule FT-1.

To better align with the demands of the winter season, Wisconsin Electric has requested that the effective dates be revised as shown above. Where RT0183 originally stated that the Primary Term would end December 6, 2022, the customer has elected and Company has mutually agreed to amend the termination date to October 31, 2022.⁹

⁹ Article II, Section 2.2 of the Service Agreement provides: “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 facilitate the resale or renewal of the capacity upon termination to better align with the winter heating season, the Parties have agreed to the adjusted termination date without the payment of an exit fee as contemplated in Section 2.2.

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 negotiated rate provisions of Exhibit B to Agreement No. FT0001 Amendment 14 and Exhibit B to Agreement No. RT0183 Amendment 6 showing the changes from Guardian's *pro forma* FT-1 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 December 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. The parties executed the Amendments to FT0001 and RT0183 on November 19, 2018, and additionally, due to the complexity of the history of these agreements, 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

Ms. Kimberly D. Bose
November 27, 2018
Page 6 of 6

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, 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 Amendment 6	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
Wisconsin Gas LLC	FT0001	10.1	Non-Conforming and Negotiated Rate
Wisconsin Gas LLC	FT0001 Amendment 14	10.2	Non-Conforming and Negotiated Rate
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 Gas LLC
Firm Transportation (FT-1) Service Agreement
Contract No. FT0001

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 6	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 Wisconsin Gas LLC	<u>FT0001</u>	10.1	<u>Non-Conforming and Negotiated Rate</u>
<u>Wisconsin Gas LLC</u>	<u>FT0001 Amendment 14</u>	<u>10.2</u>	<u>Non-Conforming and Negotiated Rate</u>
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 Gas LLC
Firm Transportation (FT-1) Service Agreement
Contract No. FT0001

Appendix C

Agreement FT0001

Marked Exhibit B to Agreement No. FT0001 Amendment 14

with Wisconsin Gas LLC

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1

EXHIBIT "B"
TO FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-1

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

WISCONSIN GAS LLC ("SHIPPER")

DATED November 5, 2018

Shipper and Transporter agree to a negotiated rate in accordance with Subsection 5.1 of Rate Schedule FT-1 and agree that Shipper will be billed and pay the charges specified below for the period commencing December 1, 2018 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 FT-1.

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 Description 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:

Period: 12/01/2018 – 12/31/2018 Rate: \$ 3.78
Period: 01/01/2019 – 10/31/2019 Rate: \$ 3.81
Period: 11/01/2019 – 10/31/2020 Rate: \$ 3.65
Period: 11/01/2020 – 10/31/2021 Rate: \$ 3.65
Period: 11/01/2021 – 10/31/2022 Rate: \$ 3.65

Supersedes Exhibit "B" Dated: N/A

Agreement No. FT0001

Agreement RT0183

Marked Exhibit B to Agreement No. RT0183 Amendment 6

with Wisconsin Electric Power Company

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1

EXHIBIT "B"
TO FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-1

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

WISCONSIN ELECTRIC POWER COMPANY ("SHIPPER")

DATED November 5, 2018

Shipper and Transporter agree to a negotiated rate in accordance with Subsection 5.1 of Rate Schedule FT-1 and agree that Shipper will be billed and pay the charges specified below for the period commencing December 1, 2018 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 FT-1.

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 Description 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:

Period: 12/01/2018 – 12/31/2018 Rate: \$ 3.78
Period: 01/01/2019 – 10/31/2019 Rate: \$ 3.81
Period: 11/01/2019 – 10/31/2020 Rate: \$ 3.65
Period: 11/01/2020 – 10/31/2021 Rate: \$ 3.65
Period: 11/01/2021 – 10/31/2022 Rate: \$ 3.65

Supersedes Exhibit "B" Dated: N/A

Agreement No. RT0183