

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, DC 20426

OFFICE OF ENERGY MARKET REGULATION

Guardian Pipeline, L.L.C.
Docket No. RP23-591-000

Issued: April 19, 2023

On March 27, 2023, Guardian Pipeline, L.L.C. (Guardian) filed tariff records¹ to reflect amendments to three previously approved non-conforming service agreements with various shippers under Rate Schedule FT-2, and to reflect the removal of two non-conforming service agreements from its tariff. Waiver of the Commission's 30-day notice requirement is granted. Pursuant to authority delegated to the Director, Division of Pipeline Regulation, under 18 C.F.R. § 375.307, the tariff records are accepted, effective April 1, 2023, as requested.

The filing was publicly noticed. No protests or adverse comments were filed. Pursuant to Rule 214 of the Commission's regulations (18 C.F.R. § 385.214), notices of intervention, timely-filed motions to intervene, and any unopposed motions to intervene out-of-time filed before the issuance date of this order are granted.

This action 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 the applicant's 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 the applicant.

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.

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

¹ See Appendix.

Docket No. RP23-591-000

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Appendix

Guardian Pipeline, L.L.C.
Guardian Agreements

Tariff Records Accepted Effective April 1, 2023:

[Part 2.0, Summary of Agreements \(83.0.0\)](#)

[Part 3.2, Reserved for Future Use \(4.0.0\)](#)

[Part 10.2, Reserved for Future Use \(3.0.0\)](#)

[Part 11.1, Wisconsin Electric Power Company FT2001 Amendment 8 \(12.0.0\)](#)

[Part 12.1, Wisconsin Gas LLC FT2002 Amendment 10 \(12.0.0\)](#)

[Part 13.1, Wisconsin Public Service Corporation FT2003 Amendment 11 \(12.0.0\)](#)

Document Content (s)

RP23-591-000.docx.....1



March 27, 2023

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

Re: Guardian Pipeline, L.L.C.
Tariff Volume No. 1A
Amendment to Non-Conforming Agreements
Docket No. RP23-591-000

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act and Part 154 of the Federal Energy Regulatory Commission (“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 April 1, 2023:

Part 2.0, Summary of Agreements, v. 83.0.0
Part 3.2, Reserved for Future Use, v. 4.0.0
Part 10.2, Reserved for Future Use, v. 3.0.0
Part 11.1, Wisconsin Electric Power Company FT2001 Amendment 8, v. 12.0.0
Part 12.1, Wisconsin Gas LLC FT2002 Amendment 10, v.12.0.0
Part 13.1, Wisconsin Public Service Corporation FT2003 Amendment 11, v. 12.0.0

Statement of Nature, Reasons, and Basis for Proposed Change

Guardian proposes to incorporate a clarification to previously filed and approved non-conforming and negotiated rate Service Agreements.¹ Specifically, Guardian proposes to amend Exhibit C of Service Agreements FT2001, FT2002, and FT2003 to reflect the recently approved maximum tariff rate.² Additionally, Guardian proposes to remove RT0183 and

¹ The agreements were originally approved as non-conforming, negotiated rate agreements in Docket No. RP09-929-000 Letter Order dated September 30, 2009 and, as amended, in Docket No. RP21-32-000 Letter Order dated October 27, 2020. The intervening amendments concerned realignment of points only.

² *Guardian Pipeline, L.L.C.*, 182 FERC ¶ 61,090 (2023) (Order approving settlement) (“Settlement”). A letter order approving the compliance filing to implement the settlement rates was entered under Docket No. RP23-92-001 on March 16, 2023, with rates becoming effective April 1, 2023.

Ms. Kimberly D. Bose, Secretary

March 27, 2023

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FT0001 as these contracts will be replaced by fully conforming Service Agreements effective April 1, 2023.

The proposed change to FT2001, FT2002, and FT2003 is clarifying in nature as the Service Agreements already designate certain rates in Exhibit C as “maximum tariff rate.” However, to avoid potential confusion, the parties agreed to modify Exhibit C to numerically update the stated maximum tariff rate. For further clarity, and informational purposes, Guardian attaches here as Appendix C a redlined version of the non-conforming elements of Exhibit C for FT2001, FT2002, and FT2003. Only the numeric maximum tariff rates, beginning April 1, 2023, through the remainder of the existing Service Agreement’s term, have changed to coincide with the effective date of the Settlement Rates.

Additionally, Guardian proposes to remove from Part 2.0 of its Tariff, Volume 1A, certain previously non-conforming Service Agreement that have been amended as fully conforming. Specifically, the non-conforming element in Exhibit C has been removed and all volumes now are at maximum tariff rates for the remainder of the term of the Service Agreements. Therefore, Guardian submits tariff record changes to remove:

| Customer | Contract No. | Maximum Daily Quantity (Dekatherms) | Explanation of Removal from Non-Conforming |
|----------------------------------|---------------------|--|---|
| Wisconsin Electric Power Company | RT0183 | 188,210 | Replaced with a conforming Service Agreement effective 4/1/2023 |
| Wisconsin Gas, LLC | FT0001 | 433,351 | Replaced with a conforming Service Agreement effective 4/1/2023 |

No customers are adversely affected by these proposed changes.

List of Materials Enclosed

In accordance with section 154.7 of the Commission’s regulations, Guardian submits the following materials:

1. An eTariff XML 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 copy of the tariff records in PDF format for publishing in eLibrary; and
4. Appendix B – a marked copy of the tariff records in PDF format for publishing in eLibrary.

Ms. Kimberly D. Bose, Secretary

March 27, 2023

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5. Appendix C – a redlined version of the non-conforming Exhibit C provisions of FT2001, FT2002, and FT2003, 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 herein be approved by the Commission effective April 1, 2023. In accordance with section 154.7(a)(9) of the Commission's Regulations, Guardian moves to place the proposed Tariff section into effect at the end of any suspension period if one is so ordered by the Commission.

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 section 154.207 of the Commission's regulations. Guardian proposes the April 1, 2023, effective date for the tariff records submitted here to coincided with the effective date of Guardian's Settlement Rates, as approved by Letter Order on March 16, 2023, under Docket RP23-92-001. The maximum tariff rates incorporated herein and the non-conforming language already have been accepted by the Commission, as more fully described above, and Guardian proposes no new changes to the tariff record.

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 sheets 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.

Guardian respectfully requests that all Commission orders and correspondence, as well as pleadings and correspondence from other persons, concerning this filing be served upon:

Ms. Kimberly D. Bose, Secretary

March 27, 2023

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| | |
|--|---|
| Denise Adams Director, Regulatory Affairs ONEOK, Inc. 100 West 5th Street Tulsa, Oklahoma 74103 (918) 732-1408 Email: regulatoryaffairs@oneok.com | David Keglovits VP and Associate General Counsel, Compliance and Regulatory ONEOK, Inc. 100 West 5th Street Tulsa, Oklahoma 74103 (918) 591-5020 Email: david.keglovits@oneok.com |
|--|---|

Questions pertaining to this filing may be directed to any of the individuals listed above.

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.

Respectfully submitted,

/s/ Denise Adams

Denise Adams
Director, 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 |
|--------------------------------------|------------------------|-----------------------------|--|
| Reserved for Future Use | | 3.1 | |
| Reserved for Future Use | | 3.2 | |
| Reserved for Future Use | | 4.1 | |
| Reserved for Future Use | | 4.2 | |
| Reserved for Future Use | | 5.1 | |
| Reserved for Future Use | | 5.2 | |
| Reserved for Future Use | | 6.1 | |
| Reserved for Future Use | | 6.2 | |
| Reserved for Future Use | | 7.1 | |
| Reserved for Future Use | | 8.1 | |
| Reserved for Future Use | | 8.2 | |
| Wisconsin Public Service Corporation | FT2032 Amendment 1 | 9.1 | Non-Conforming and Negotiated Rate |
| Reserved for Future Use | | 10.1 | |
| Reserved for Future Use | | 10.2 | |
| Wisconsin Electric Power Company | FT2001 Amendment 8 | 11.1 | Non-Conforming |
| Wisconsin Gas LLC | FT2002 Amendment 10 | 12.1 | Non-Conforming |
| Wisconsin Public Service Corporation | FT2003 Amendment 11 | 13.1 | Non-Conforming |
| Reserved for Future Use | | 14.1 | |
| Reserved for Future Use | | 15.1 | |
| Reserved for Future Use | | 16.1 | |
| Reserved for Future Use | | 17.1 | |
| Reserved for Future Use | | 18.1 | |

| | | | |
|----------------------------------|------------------------|------|----------------|
| Wisconsin Electric Power Company | FW2001 Amendment 12 | 19.1 | Non-Conforming |
| Wisconsin Gas LLC | FW0001 Amendment 20 | 20.1 | Non-Conforming |
| Wisconsin Gas LLC | FW2002 Amendment 9 | 21.1 | Non-Conforming |
| Wisconsin Electric Power Company | MA0001 Amendment 2 | 22.1 | Non-Conforming |
| Wisconsin Gas LLC | MA0002 Amendment 2 | 23.1 | Non-Conforming |
| 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 | |

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 1, 2023

Tariff Record Title: Reserved for Future Use

Option Code: A

Other Information: Part 3.2, version 4.0.0 superseding version 3.0.0

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 1, 2023

Tariff Record Title: Reserved for Future Use

Option Code: A

Other Information: Part 10.2, version 3.0.0 superseding version 2.0.0

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 1, 2023

Tariff Record Title: Wisconsin Electric Power Company FT2001 Amendment 8

Option Code: A

Other Information: Part 11.1, version 12.0.0 superseding version 11.0.0

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

This Amendment # 8 is entered into as of this 6th day of March, 2023, by and between Guardian Pipeline, L.L.C., hereafter referred to as "Transporter" and Wisconsin Electric Power Company, hereafter referred to as "Shipper."

WHEREAS, Shipper and Transporter have entered into a Form of Service Agreement under Rate Schedule FT-2 (FT2001) effective February 29, 2008, as amended and restated on May 8, 2020, hereafter referred to as "Service Agreement"; and

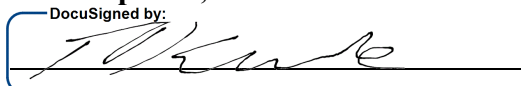
WHEREAS, as set forth in the Narrative Description of Discount Rate of Exhibit C for the Form of Service Agreement for Rate Schedule FT-2, Shipper and Transporter agree to update the Maximum Tariff Rate, reflecting the RP22-725-000 Settlement Rates that go into effect on April 1, 2023; and

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

Effective April 1, 2023, the existing provisions of the Exhibit C shall be deleted in their entirety and replaced with the provisions set forth in Exhibit C for the Form of Service Agreement for Rate Schedule FT-2 dated March 6, 2023, attached hereto. Further, except as modified and attached hereto, the Service Agreement's terms and conditions dated May 8, 2020 and Exhibit A dated October 22, 2021 are in full force and effect.

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

Guardian Pipeline, L.L.C.

By: 
F2325854B9B347C...

Name: T.D. Eureste

Title: Vice President - Natural Gas Pipeline

Date: 3/22/2023

Legal Approval:



Wisconsin Electric Power Company

By: Thomas Smith
Thomas Smith (Mar 17, 2023 20:51 CDT)

Name: Thomas Smith

Title: Manager Gas Supply

Date: Mar 17, 2023


JD Kab

Guardian Pipeline, L.L.C.
FERC Gas Tariff
Volume No. 1

Part 9.11
Form of Service Agreement for Rate Schedule FT-2
v. 3.0.0 superseding v. 2.0.0
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FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-2

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

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

WISCONSIN ELECTRIC POWER COMPANY ("SHIPPER")

DATED March 6, 2023

Shipper and Transporter agree to a discounted 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 April 1, 2023 and continuing until October 31, 2024. 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 Discounted Rate:

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

Discounted Rate:

Rate Type: Quantity

Quantity: See Description of Discount Rate below

Quantity Level:

Time Period: Start Date End Date

Contract: Discounted Monthly Reservation Rate per Dth

Discounted Daily Usage Rate per Dth

Point: Receipt Point

Delivery Point

Point to Point: Receipt Point to Delivery Point

Relationship:

Rate Component:

Index Price Differential:

Guardian Pipeline, L.L.C.
 FERC Gas Tariff
 Volume No. 1

Part 9.11
 Form of Service Agreement for Rate Schedule FT-2
 v. 3.0.0 superseding v. 2.0.0
 Page 2 of 2

Narrative Description of Discount Rate:

| Period | MDQ (Dth /day) | Monthly Reservation Rate | Right of First Refusal (ROFR)* |
|-------------------------|-------------------|---------------------------------|-----------------------------------|
| 11/01/2022 – 03/31/2023 | 80,662 | \$ 5.9982 (Discounted Rate) | Not Applicable |
| | 80,663 | \$ 6.7032 (Maximum Tariff Rate) | Not Applicable |
| 04/01/2023 – 10/31/2023 | 80,662 | \$ 5.9982 (Discounted Rate) | Not Applicable |
| | 80,663 | \$ 6.2385 (Maximum Tariff Rate) | Not Applicable |
| 11/01/2023 – 10/31/2024 | 40,331 | \$ 6.0590 (Discounted Rate) | Contractual ROFR |
| | 120,994 | \$ 6.2385 (Maximum Tariff Rate) | Tariff ROFR |

*As described in Part 8, Section 23 of Transporter's Tariff, "Tariff ROFR" determination is made at the expiration of a firm Service Agreement. For purposes of this Service Agreement a "Contractual ROFR" is a right of first refusal that Transporter agrees to provide to a Shipper when the Shipper does not otherwise qualify for a right of first refusal as described in Section 23 of Transporter's Tariff. Transporter agrees to provide Shipper a right of first refusal for this Discounted Rate which would otherwise not qualify for a right of first refusal. Such Contractual ROFR shall be based on the volumes at the expiration of the term, which is currently October 31, 2024. The 40,331 of MDQ expiring each period on 10/31 will be associated with the Discounted Rate with no Contractual ROFR applicable upon each annual expiration.

Supersedes Exhibit "C" Dated: July 1, 2020.

Agreement No. FT2001

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

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 1, 2023

Tariff Record Title: Wisconsin Gas LLC FT2002 Amendment 10

Option Code: A

Other Information: Part 12.1, version 12.0.0 superseding version 11.0.0

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

This Amendment # 10 is entered into as of this 6th day of March, 2023, by and between Guardian Pipeline, L.L.C., hereafter referred to as "Transporter" and Wisconsin Gas LLC, hereafter referred to as "Shipper."

WHEREAS, Shipper and Transporter have entered into a Form of Service Agreement under Rate Schedule FT-2 (FT2002) effective February 29, 2008, as amended and restated on May 8, 2020, hereafter referred to as "Service Agreement"; and

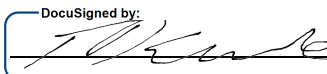
WHEREAS, as set forth in the Narrative Description of Discount Rate of Exhibit C for the Form of Service Agreement for Rate Schedule FT-2, Shipper and Transporter agree to update the Maximum Tariff Rate, reflecting the RP22-725-000 Settlement Rates that go into effect on April 1, 2023; and

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

Effective April 1, 2023, the existing provisions of the Exhibit C shall be deleted in their entirety and replaced with the provisions set forth in Exhibit C for the Form of Service Agreement for Rate Schedule FT-2 dated March 6, 2023, attached hereto. Further, except as modified and attached hereto, the Service Agreement's terms and conditions dated May 8, 2020 and Exhibit A dated October 22, 2021 are in full force and effect.

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

Guardian Pipeline, L.L.C.

By: 
F2325854B9B347C...

Name: T. D. Eureste

Title: vice President - Natural Gas Pipeline

Date: 3/22/2023

Wisconsin Gas LLC

By: Thomas Smith
Thomas Smith (Mar 17, 2023 20:45 CDT)

Name: Thomas Smith

Title: Manager Gas Supply

Date: Mar 17, 2023

Legal Approval:


DS
Dk


JD


KAB

Guardian Pipeline, L.L.C.
FERC Gas Tariff
Volume No. 1

Part 9.11
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FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-2

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

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

WISCONSIN GAS LLC ("SHIPPER")

DATED March 6, 2023

Shipper and Transporter agree to a discounted 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 April 1, 2023 and continuing until October 31, 2024. 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 Discounted Rate:

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

Discounted Rate:

Rate Type: Quantity

Quantity: See Description of Discount Rate below

Quantity Level:

Time Period: Start Date End Date

Contract: Discounted Monthly Reservation Rate per Dth

Discounted Daily Usage Rate per Dth

Point: Receipt Point

Delivery Point

Point to Point: Receipt Point to Delivery Point

Relationship:

Rate Component:

Index Price Differential:

Guardian Pipeline, L.L.C.
 FERC Gas Tariff
 Volume No. 1

Part 9.11
 Form of Service Agreement for Rate Schedule FT-2
 v. 3.0.0 superseding v. 2.0.0
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Narrative Description of Discount Rate:

| Period | MDQ (Dth /day) | Monthly Reservation Rate | Right of First Refusal (ROFR)* |
|-------------------------|-------------------|---------------------------------|-----------------------------------|
| 11/01/2022 – 03/31/2023 | 36,042 | \$ 5.9982 (Discounted Rate) | Not Applicable |
| | 36,043 | \$ 6.7032 (Maximum Tariff Rate) | Not Applicable |
| 04/01/2023 – 10/31/2023 | 36,042 | \$ 5.9982 (Discounted Rate) | Not Applicable |
| | 36,043 | \$ 6.2385 (Maximum Tariff Rate) | Not Applicable |
| 11/01/2023 – 10/31/2024 | 18,021 | \$ 6.0590 (Discounted Rate) | Contractual ROFR |
| | 54,064 | \$ 6.2385 (Maximum Tariff Rate) | Tariff ROFR |

*As described in Part 8, Section 23 of Transporter's Tariff, "Tariff ROFR" determination is made at the expiration of a firm Service Agreement. For purposes of this Service Agreement a "Contractual ROFR" is a right of first refusal that Transporter agrees to provide to a Shipper when the Shipper does not otherwise qualify for a right of first refusal as described in Section 23 of Transporter's Tariff. Transporter agrees to provide Shipper a right of first refusal for this Discounted Rate which would otherwise not qualify for a right of first refusal. Such Contractual ROFR shall be based on the volumes at the expiration of the term, which is currently October 31, 2024. The 18,021 of MDQ expiring each period on 10/31 will be associated with the Discounted Rate with no Contractual ROFR applicable upon each annual expiration.

Supersedes Exhibit "C" Dated: July 1, 2020.

Agreement No. FT2002

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 1, 2023

Tariff Record Title: Wisconsin Public Service Corporation FT2003 Amendment 11

Option Code: A

Other Information: Part 13.1, version 5.0.0 superseding version 4.0.0

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

This Amendment # 11 is entered into as of this 6th day of March, 2023, by and between Guardian Pipeline, L.L.C., hereafter referred to as "Transporter," and Wisconsin Public Service Corporation, hereafter referred to as "Shipper."

WHEREAS, Shipper and Transporter have entered into a Guardian Pipeline Form of Service Agreement under Rate Schedule FT-2 (FT2003) dated February 29, 2008, as amended and restated on May 8, 2020, hereafter referred to as "Service Agreement"; and

WHEREAS, as set forth in the Narrative Description of Discount Rate of Exhibit C for the Form of Service Agreement for Rate Schedule FT-2, Shipper and Transporter agree to update the Maximum Tariff Rate, reflecting the RP22-725-000 Settlement Rates that go into effect on April 1, 2023; and

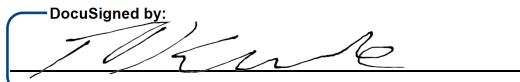
NOW THEREFORE, in consideration of their respective covenants and agreements hereafter set out, the parties hereto covenant and agree as follows:

Effective April 1, 2023, the existing provisions of the Exhibit C shall be deleted in their entirety and replaced with the provisions set forth in Exhibit C for the Form of Service Agreement for Rate Schedule FT-2 dated March 6, 2023, attached hereto. Further, except as modified and attached hereto, the Service Agreement's terms and conditions dated May 8, 2020 and Exhibit A dated October 27, 2021 are in full force and effect.

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: 
F2325854B9B347C...

By: Thomas Smith
Thomas Smith (Mar 17, 2023 20:47 CDT)

Name: T.D. Eureste

Name: Thomas Smith

Title: Vice President - Natural Gas Pipeline


Title: Manager Gas Supply

Date: 3/22/2023

Date: Mar 17, 2023

Legal Approval:







Guardian Pipeline, L.L.C.
FERC Gas Tariff
Volume No. 1

Part 9.11
Form of Service Agreement for Rate Schedule FT-2
v. 3.0.0 superseding v. 2.0.0
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FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-2

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

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

WISCONSIN PUBLIC SERVICE CORPORATION ("SHIPPER")

DATED March 6, 2023

Shipper and Transporter agree to a discounted 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 April 1, 2023 and continuing until October 31, 2024. 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 Discounted Rate:

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

Discounted Rate:

Rate Type: Quantity

Quantity: See Description of Discount Rate below

Quantity Level:

Time Period: Start Date End Date

Contract: Discounted Monthly Reservation Rate per Dth

Discounted Daily Usage Rate per Dth

Point: Receipt Point

Delivery Point

Point to Point: Receipt Point to Delivery Point

Relationship:

Rate Component:

Index Price Differential:

Guardian Pipeline, L.L.C.
 FERC Gas Tariff
 Volume No. 1

Part 9.11
 Form of Service Agreement for Rate Schedule FT-2
 v. 3.0.0 superseding v. 2.0.0
 Page 2 of 2

Narrative Description of Discount Rate:

| Period | MDQ (Dth /day) | Monthly Reservation Rate | Right of First Refusal (ROFR)* |
|------------------------|-------------------|---------------------------------|-----------------------------------|
| 11/1/2022 – 03/31/2023 | 82,098 | \$ 6.0774 (Discounted Rate) | Not Applicable |
| | 99,147 | \$ 6.7032 (Maximum Tariff Rate) | Not Applicable |
| 04/1/2023 – 10/31/2023 | 82,098 | \$ 6.0774 (Discounted Rate) | Not Applicable |
| | 99,147 | \$ 6.2385 (Maximum Tariff Rate) | Not Applicable |
| 11/1/2023 – 10/31/2024 | 41,049 | \$ 6.1382 (Discounted Rate) | Contractual ROFR |
| | 140,196 | \$ 6.2385 (Maximum Tariff Rate) | Tariff ROFR |

*As described in Part 8, Section 23 of Transporter's Tariff, "Tariff ROFR" determination is made at the expiration of a firm Service Agreement. For purposes of this Service Agreement a "Contractual ROFR" is a right of first refusal that Transporter agrees to provide to a Shipper when the Shipper does not otherwise qualify for a right of first refusal as described in Section 23 of Transporter's Tariff. Transporter agrees to provide Shipper a right of first refusal for this Discounted Rate which would otherwise not qualify for a right of first refusal. Such Contractual ROFR shall be based on the volumes at the expiration of the term, which is currently October 31, 2024. The 41,049 of MDQ expiring each period on 10/31 will be associated with the Discounted Rate with no Contractual ROFR applicable upon each annual expiration.

Supersedes Exhibit "C" Dated: July 1, 2020.

Agreement No. FT2003

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

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 |
|---|-----------------------------------|----------------------|---------------------------------------|
| Reserved for Future Use | | 3.1 | |
| Wisconsin Electric Power Company Reserved for Future Use | RT0183 Amendment 9 | 3.2 | Non-Conforming |
| Reserved for Future Use | | 4.1 | |
| Reserved for Future Use | | 4.2 | |
| Reserved for Future Use | | 5.1 | |
| Reserved for Future Use | | 5.2 | |
| Reserved for Future Use | | 6.1 | |
| Reserved for Future Use | | 6.2 | |
| Reserved for Future Use | | 7.1 | |
| Reserved for Future Use | | 8.1 | |
| Reserved for Future Use | | 8.2 | |
| Wisconsin Public Service Corporation | FT2032 Amendment 1 | 9.1 | Non-Conforming and Negotiated Rate |
| Reserved for Future Use | | 10.1 | |
| Wisconsin Gas LLC Reserved for Future Use | FT0001 Amendment 17 | 10.2 | Non-Conforming |
| Wisconsin Electric Power Company | FT2001 Amendment 58 | 11.1 | Non-Conforming |
| Wisconsin Gas LLC | FT2002 Amendment 810 | 12.1 | Non-Conforming |
| Wisconsin Public Service Corporation | FT2003 Amendment 811 | 13.1 | Non-Conforming |
| Reserved for Future Use | | 14.1 | |
| Reserved for Future Use | | 15.1 | |

| | | | |
|----------------------------------|------------------------|------|----------------|
| Reserved for Future Use | | 16.1 | |
| Reserved for Future Use | | 17.1 | |
| Reserved for Future Use | | 18.1 | |
| Wisconsin Electric Power Company | FW2001 Amendment 12 | 19.1 | Non-Conforming |
| Wisconsin Gas LLC | FW0001 Amendment 20 | 20.1 | Non-Conforming |
| Wisconsin Gas LLC | FW2002 Amendment 9 | 21.1 | Non-Conforming |
| Wisconsin Electric Power Company | MA0001 Amendment 2 | 22.1 | Non-Conforming |
| Wisconsin Gas LLC | MA0002 Amendment 2 | 23.1 | Non-Conforming |
| 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 | |

Appendix C
Redlined
Non-Conforming Provision
(For Informational Purposes
Only)

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-2

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

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

WISCONSIN ELECTRIC POWER COMPANY ("SHIPPER")

DATED March 6, 2023

Shipper and Transporter agree to a discounted 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 April 1, 2023 and continuing until October 31, 2024. 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 Discounted Rate:

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

Discounted Rate:

Rate Type: Quantity

Quantity: See Description of Discount Rate below

Quantity Level:

Time Period: Start Date End Date

Contract: Discounted Monthly Reservation Rate per Dth
Discounted Daily Usage Rate per Dth

Point: Receipt Point

Delivery Point

Point to Point: Receipt Point to Delivery Point

Relationship:

Rate Component:

Index Price Differential:

Narrative Description of Discount Rate:

| <u>Period</u> | <u>MDQ (Dth /day)</u> | <u>Monthly Reservation Rate</u> | <u>Right of First Refusal (ROFR)*</u> |
|--------------------------------|---------------------------|--|---|
| <u>11/01/2022 – 03/31/2023</u> | <u>80,662</u> | <u>\$ 5.9982 (Discounted Rate)</u> | <u>Not Applicable</u> |
| | <u>80,663</u> | <u>\$ 6.7032 (Maximum Tariff Rate)</u> | <u>Not Applicable</u> |
| <u>04/01/2023 – 10/31/2023</u> | <u>80,662</u> | <u>\$ 5.9982 (Discounted Rate)</u> | <u>Not Applicable</u> |
| | <u>80,663</u> | <u>\$ 6.2385 (Maximum Tariff Rate)</u> | <u>Not Applicable</u> |
| <u>11/01/2023 – 10/31/2024</u> | <u>40,331</u> | <u>\$ 6.0590 (Discounted Rate)</u> | <u>Contractual ROFR</u> |
| | <u>120,994</u> | <u>\$ 6.2385 (Maximum Tariff Rate)</u> | <u>Tariff ROFR</u> |

*As described in Part 8, Section 23 of Transporter’s Tariff, “Tariff ROFR” determination is made at the expiration of a firm Service Agreement. For purposes of this Service Agreement a “Contractual ROFR” is a right of first refusal that Transporter agrees to provide to a Shipper when the Shipper does not otherwise qualify for a right of first refusal as described in Section 23 of Transporter’s Tariff. Transporter agrees to provide Shipper a right of first refusal for this Discounted Rate which would otherwise not qualify for a right of first refusal. Such Contractual ROFR shall be based on the volumes at the expiration of the term, which is currently October 31, 2024. The 40,331 of MDQ expiring each period on 10/31 will be associated with the Discounted Rate with no Contractual ROFR applicable upon each annual expiration.

Supersedes Exhibit "C" Dated: July 1, 2020.

Agreement No. FT2001

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-2

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

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

WISCONSIN GAS LLC ("SHIPPER")

DATED March 6, 2023

Shipper and Transporter agree to a discounted 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 April 1, 2023 and continuing until October 31, 2024. 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 Discounted Rate:

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

Discounted Rate:

Rate Type: Quantity

Quantity: See Description of Discount Rate below

Quantity Level:

Time Period: Start Date End Date

Contract: Discounted Monthly Reservation Rate per Dth
Discounted Daily Usage Rate per Dth

Point: Receipt Point

Delivery Point

Point to Point: Receipt Point to Delivery Point

Relationship:

Rate Component:

Index Price Differential:

Narrative Description of Discount Rate:

| <u>Period</u> | <u>MDQ (Dth /day)</u> | <u>Monthly Reservation Rate</u> | <u>Right of First Refusal (ROFR)*</u> |
|--------------------------------|---------------------------|--|---|
| <u>11/01/2022 – 03/31/2023</u> | <u>36,042</u> | <u>\$ 5.9982 (Discounted Rate)</u> | <u>Not Applicable</u> |
| | <u>36,043</u> | <u>\$ 6.7032 (Maximum Tariff Rate)</u> | <u>Not Applicable</u> |
| <u>04/01/2023 – 10/31/2023</u> | <u>36,042</u> | <u>\$ 5.9982 (Discounted Rate)</u> | <u>Not Applicable</u> |
| | <u>36,043</u> | <u>\$ 6.2385 (Maximum Tariff Rate)</u> | <u>Not Applicable</u> |
| <u>11/01/2023 – 10/31/2024</u> | <u>18,021</u> | <u>\$ 6.0590 (Discounted Rate)</u> | <u>Contractual ROFR</u> |
| | <u>54,064</u> | <u>\$ 6.2385 (Maximum Tariff Rate)</u> | <u>Tariff ROFR</u> |

*As described in Part 8, Section 23 of Transporter’s Tariff, “Tariff ROFR” determination is made at the expiration of a firm Service Agreement. For purposes of this Service Agreement a “Contractual ROFR” is a right of first refusal that Transporter agrees to provide to a Shipper when the Shipper does not otherwise qualify for a right of first refusal as described in Section 23 of Transporter’s Tariff. Transporter agrees to provide Shipper a right of first refusal for this Discounted Rate which would otherwise not qualify for a right of first refusal. Such Contractual ROFR shall be based on the volumes at the expiration of the term, which is currently October 31, 2024. The 18,021 of MDQ expiring each period on 10/31 will be associated with the Discounted Rate with no Contractual ROFR applicable upon each annual expiration.

Supersedes Exhibit "C" Dated: July 1, 2020.

Agreement No. FT2002

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-2

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

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

WISCONSIN PUBLIC SERVICE CORPORATION ("SHIPPER")

DATED March 6, 2023

Shipper and Transporter agree to a discounted 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 April 1, 2023 and continuing until October 31, 2024. 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 Discounted Rate:

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

Discounted Rate:

Rate Type: Quantity

Quantity: See Description of Discount Rate below

Quantity Level:

Time Period: Start Date End Date

Contract: Discounted Monthly Reservation Rate per Dth
Discounted Daily Usage Rate per Dth

Point: Receipt Point

Delivery Point

Point to Point: Receipt Point to Delivery Point

Relationship:

Rate Component:

Index Price Differential:

Narrative Description of Discount Rate:

| <u>Period</u> | <u>MDQ (Dth /day)</u> | <u>Monthly Reservation Rate</u> | <u>Right of First Refusal (ROFR)*</u> |
|-------------------------------|---------------------------|--|---|
| <u>11/1/2022 – 03/31/2023</u> | <u>82,098</u> | <u>\$ 6.0774 (Discounted Rate)</u> | <u>Not Applicable</u> |
| | <u>99,147</u> | <u>\$ 6.7032 (Maximum Tariff Rate)</u> | <u>Not Applicable</u> |
| <u>04/1/2023 – 10/31/2023</u> | <u>82,098</u> | <u>\$ 6.0774 (Discounted Rate)</u> | <u>Not Applicable</u> |
| | <u>99,147</u> | <u>\$ 6.2385 (Maximum Tariff Rate)</u> | <u>Not Applicable</u> |
| <u>11/1/2023 – 10/31/2024</u> | <u>41,049</u> | <u>\$ 6.1382 (Discounted Rate)</u> | <u>Contractual ROFR</u> |
| | <u>140,196</u> | <u>\$ 6.2385 (Maximum Tariff Rate)</u> | <u>Tariff ROFR</u> |

*As described in Part 8, Section 23 of Transporter’s Tariff, “Tariff ROFR” determination is made at the expiration of a firm Service Agreement. For purposes of this Service Agreement a “Contractual ROFR” is a right of first refusal that Transporter agrees to provide to a Shipper when the Shipper does not otherwise qualify for a right of first refusal as described in Section 23 of Transporter’s Tariff. Transporter agrees to provide Shipper a right of first refusal for this Discounted Rate which would otherwise not qualify for a right of first refusal. Such Contractual ROFR shall be based on the volumes at the expiration of the term, which is currently October 31, 2024. The 41,049 of MDQ expiring each period on 10/31 will be associated with the Discounted Rate with no Contractual ROFR applicable upon each annual expiration.

Supersedes Exhibit "C" Dated: July 1, 2020.

Agreement No. FT2003