

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, DC 20426

OFFICE OF ENERGY MARKET REGULATION

Guardian Pipeline, L.L.C.
Docket No. RP24-312-000

Issued: January 24, 2024

On January 11, 2024, Guardian Pipeline, L.L.C. filed revised tariff records¹ to reflect a negotiated rate agreement with Twin Eagle Resource Management, LLC. 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 January 11, 2024, 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 Guardian Pipeline, L.L.C., Guardian Agreements, [Part 2.0, Summary of Agreements \(86.0.0\)](#); [Part 7.0, Twin Eagle Resource Management, LLC GN0830 \(7.0.0\)](#); and [Part 7.1, Twin Eagle Resource Management, LLC Executed Contract GN0830 \(8.0.0\)](#).

Document Content (s)

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January 11, 2024

Ms. Debbie-Anne Reese, Acting Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

Re: Guardian Pipeline, L.L.C.
Tariff Volume No. 1A
Negotiated Rate Parking and Lending Agreement
Docket No. RP24-312-000

Dear Ms. Reese:

Pursuant to section 4 of the Natural Gas Act and Part 154 of the Federal Energy Regulatory Commission's ("Commission") regulations, Guardian Pipeline, L.L.C. ("Guardian") respectfully submits for filing and acceptance the tariff records listed below for inclusion in its FERC Gas Tariff, Volume No. 1A ("Tariff"). The proposed tariff records are submitted to become effective January 11, 2024.

Part 2.0, Summary of Agreements, v. 86.0.0
Part 7.0, Twin Eagle Resource Management, LLC GN0830, v. 7.0.0
Part 7.1, Twin Eagle Resource Management, LLC Executed Contract GN0830, v. 8.0.0

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

Pursuant to section 154.1(d) of the Commission's regulations, Guardian submits for Commission review and approval a negotiated rate Parking and Lending ("PAL") agreement for inclusion in Guardian's Tariff.¹ While Guardian only seeks Commission approval of the executed negotiated rate PAL agreements, it has included a copy of the conforming master PAL agreement with Twin Eagle Resource Management, LLC ("Twin Eagle") in Appendix C to provide complete documentation. The terms of the negotiated rate agreement is described below:

¹ On January 5, 2024, in Docket No. RP24-302-000, Guardian made an administrative filing to remove an agreement listed in Part 2.0 that was amended and extended as a fully conforming, maximum rate agreement. On January 10, 2024, in Docket No. RP24-309-000, Guardian filed for approval of three negotiated rate PAL agreements. Both filings are pending before the Commission. The attached Part 2.0, Summary of Agreements, v. 86.0.0 includes the requested changes.

Contract No. GN0830 with Twin Eagle

Guardian and Twin Eagle entered into a master PAL agreement on August 30, 2013 (“Master PAL054”). Pursuant to the master PAL agreement, on January 10, 2024, Guardian and Twin Eagle entered into a negotiated rate PAL agreement effective January 11, 2024. The negotiated rate PAL agreement allows for Twin Eagle to park up to 10,000 Dth on January 11, 2024, with a withdrawal period between January 13, 2024, and January 16, 2024. The negotiated rate is based on a revenue sharing percentage of 80/20 for sales by Twin Eagle. The PAL agreement includes a minimum of \$0.03 daily rate per Dth with a minimum guaranteed total revenue of \$1,500 over the term of the agreement.

On October 31, 2002, in Docket Nos. RP02-532-000 and RP02-534-000, the Commission approved, subject to conditions, Guardian’s September 3, 2002, tariff filings authorizing Guardian to charge negotiated rates.² Guardian’s negotiated rate provisions were made pursuant to the Commission’s Policy Statement which was issued January 31, 1996.³ Pursuant to Order 714,⁴ Guardian is filing these negotiated rate agreements as tariff records.⁵ The information set forth in Tariff Volume No. 1A fully discloses the essential conditions involved in the negotiated rate transaction, including a specification of all consideration. The negotiated rate agreements do not deviate in any material respect from the form of PAL service agreement in Guardian’s tariff.

Materials Enclosed

In accordance with section 154.7 of the Commission’s regulations, the following items are included in this filing:

1. an eTariff XML filing package containing the proposal in electronic format;
2. a transmittal letter in PDF format, which incorporates the Statement of Nature, Reasons, and Basis for the filing required by section 154.7(a)(6) of the Commission’s regulations;
3. Appendix A – a clean version of the agreement and the tariff records in PDF format for publishing in eLibrary;
4. Appendix B – a marked version of the tariff records in PDF format for publishing in eLibrary; and
5. Appendix C – a copy of the conforming master PAL agreement (PAL054) between Guardian and Twin Eagle for informational purposes only.

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

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

⁴ *Electronic Tariff Filings*, 124 FERC ¶ 61,270.

⁵ *Id.* at P 61,241; *see also Guardian Pipeline, L.L.C.*, 91 FERC ¶ 61,285, at P 61,981 (2000) (description of negotiated rate filing procedures set forth in Commission’s Preliminary Determination issued to Guardian in certificate proceeding).

Proposed Effective Date

Pursuant to section 154.7(a)(3) of the Commission’s regulations, Guardian respectfully requests that the negotiated rate PAL agreements and the tariff records submitted herewith be approved effective January 11, 2024, the effective date of the PAL agreement. In accordance with section 154.7(a)(9) of the Commission’s regulations, Guardian hereby files a motion to place the proposed tariff records into effect at the end of any suspension period if one is so ordered by the Commission in this proceeding.

Waivers

Pursuant to section 154.7(a)(7) of the Commission’s regulations, Guardian respectfully requests a waiver to section 154.207 of the Commission’s regulations as the effective date of the agreement is less than 30 days prior to the tariff’s proposed effective date. Guardian has not identified any additional waivers of the Commission’s regulations needed to permit its filing to become effective as proposed; however, Guardian respectfully requests that, should the Commission determine that any such waivers are required, the Commission grant such waivers as are necessary in order that the revised tariff records may be made effective as proposed. No waiver of Guardian’s Tariff is herein requested.

Service and Correspondence

In accordance with section 154.208 of the Commission’s regulations, the undersigned certifies that a copy of this filing has been served electronically on Guardian’s customers and affected state regulatory commissions. A paper copy of this filing may only be served if a customer has been granted waiver of electronic service pursuant to Part 390 of the Commission’s regulations. In addition, a copy of this filing is available for public inspection during regular business hours at Guardian’s office at 100 West Fifth Street, Tulsa, Oklahoma 74103.

It is requested that a copy of all communications, correspondence, and pleadings with respect to this filing be sent to:

Denise Adams Director, Regulatory Affairs ONEOK, Inc. 100 West 5th Street Tulsa, Oklahoma 74103 (918) 732-1408 Email: RegulatoryAffairs@oneok.com	Lisa Nishimuta Legal Counsel, Regulatory ONEOK, Inc. 100 West 5th Street Tulsa, Oklahoma 74103 (918) 588-7730 Email: lisa.nishimuta@oneok.com
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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.

Ms. Debbie-Anne Reese, Acting Secretary

January 11, 2024

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Any questions regarding this filing may be directed to Denise Adams at (918) 732-1408.

Respectfully submitted,

/s/ Denise A. Adams

Denise A. 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	
Mercuria Energy America, L.L.C.	GN0827	4.1	Negotiated Rate
Reserved for Future Use		4.2	
Twin Eagle Resource Management, LLC	GN0828	5.1	Negotiated Rate
Reserved for Future Use		5.2	
Koch Energy Services, LLC	GN0829	6.1	Negotiated Rate
Reserved for Future Use		6.2	
Twin Eagle Resource Management, LLC	GN0830	7.1	Negotiated Rate
Reserved for Future Use		8.1	
Reserved for Future Use		8.2	
Reserved for Future Use		9.1	
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	19.1	Non-Conforming

	Amendment 12		
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	

Twin Eagle Resource Management, LLC
Parking and Lending Agreement (PAL)
Contract No. GN0830

GUARDIAN PIPELINE, L.L.C.
EXHIBIT "A" TO PARK AND LOAN (PAL) AGREEMENT
Rate Schedule PAL

TRANSPORTER: Guardian Pipeline, L.L.C.
TRANSPORTER'S ADDRESS: ONEOK Plaza
 100 West 5th Street
 Tulsa, Oklahoma 74103
SHIPPER: Twin Eagle Resource Management, LLC
SHIPPER'S ADDRESS: 1700 City Plaza Drive, Suite 500
Address Line 2:
P. O. Box:
City: Spring **State/Prov:** TX **Zip Code:** 77389

TYPE OF AGREEMENT: Parking
PARK AND LOAN (PAL) SERVICE OPTIONS:

	Check Park/Loan Option Start Date	Park/Loan End Date	Withdrawal/ Payback Start Date	Withdrawal/ Payback End Date	Maximum* PAL Quantity Dekatherms	Daily** Rate per Dekatherm	Parking Point	Lending Point
1) Shipper Nominated Parking/Lending Service (NPL)	<input type="checkbox"/>							
2) Shipper Requested Term Parking/Lending Service (RPL)	<input checked="" type="checkbox"/>	01/11/2024	01/11/2024	01/13/2024	01/16/2024	10,000	.03000000	Joliet Alliance PAL

Ratable Schedule: No

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

**If this Exhibit A is at a Negotiated Rate, see description below.

Description of Negotiated Rate:

The negotiated rate is based on a revenue sharing percentage of 80% GPL / 20% Twin Eagle for sales by Twin Eagle Resource Management, LLC. The PAL Agreement includes a minimum \$0.03 daily rate per Dth with a minimum guaranteed total revenue of \$1,500.00 over the term of the agreement.

This Exhibit "A" is made and entered into as of January 10, 2024.

Agreement No. GN0830

Dealbook No. 2535

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	
Reserved for Future Use		3.2	
Mercuria Energy America, L.L.C.	GN0827	4.1	Negotiated Rate
Reserved for Future Use		4.2	
Twin Eagle Resource Management, LLC	GN0828	5.1	Negotiated Rate
Reserved for Future Use		5.2	
Koch Energy Services, LLC	GN0829	6.1	Negotiated Rate
Reserved for Future Use		6.2	
Twin Eagle Resource Management, LLC Reserved for Future Use	<u>GN0830</u>	7.1	<u>Negotiated Rate</u>
Reserved for Future Use		8.1	
Reserved for Future Use		8.2	
Reserved for Future Use		9.1	
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	

Twin Eagle Resource Management, LLC
Parking and Lending Agreement (PAL)
Contract No. GN0830
~~Reserved for Future Use~~

Appendix C

Master PAL Agreement

PAL054 with

Twin Eagle Resource Management, LLC

This Service Agreement, is made and entered as of August 30, 2013, by and between GUARDIAN PIPELINE, L.L.C. (herein called "Transporter") and Twin Eagle Resource Management, LLC, (herein called "Shipper").

WITNESSETH:

WHEREAS, Transporter owns and operates a pipeline system; and

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

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

ARTICLE I - SCOPE OF AGREEMENT

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

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

ARTICLE II - TERM OF AGREEMENT

2.1 The term of this Service Agreement shall commence on 08/30/2013 and shall continue in force and effect until 08/30/2013, and month to month thereafter. This Service Agreement may be terminated by either Transporter or Shipper upon 30 Days' prior written notice to the other specifying a termination date.

2.2 The termination of this Service Agreement triggers pregranted abandonment under Section 7 of the Natural Gas Act as of the effective date of the termination.

2.3 Any provisions of this Service Agreement necessary to correct or cash out imbalances or to pay all applicable rates, charges, and penalties under this Service Agreement shall survive the other parts of this Service Agreement until such time as such balancing or payment has been accomplished.

ARTICLE III - RATES AND CHARGES, RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

3.1 Shipper agrees to and shall pay Transporter all applicable maximum rates, and charges provided for in Transporter's Rate Schedule PAL and the GT&C, as effective from time to time, for service under this Service Agreement, unless service is rendered hereunder at discounted or negotiated rates under Section 26.1 or Section 26.2 of the GT&C. The rates and charges that Shipper shall pay Transporter are those agreed to and set forth on Exhibit A of this Service Agreement.

3.2 Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in: (i) the rates and charges applicable to service pursuant to Transporter's Rate Schedule PAL; (ii) the terms and conditions of service for Transporter's Rate Schedule PAL pursuant to which service hereunder is rendered; and/or (iii) any provision of the GT&C applicable to service under Rate Schedule PAL. Transporter agrees that Shipper may protest or contest the aforementioned filings or may seek authorization from duly constituted regulatory authorities for such adjustments to Transporter's Tariff as may be necessary to ensure that the provisions in (i), (ii), and (iii) above are consistent with the regulatory law and policy.

ARTICLE IV - RESERVATIONS

Transporter shall have the right to take actions as may be required to preserve the integrity of Transporter's Pipeline Facilities, including maintenance of service to firm Shippers.

ARTICLE V - GOVERNMENTAL AUTHORIZATIONS

It is hereby agreed that transportation service under this Service Agreement shall be implemented pursuant to applicable authorizations or programs of the FERC for which Transporter has filed or in which Transporter has agreed to participate.

ARTICLE VI - NOTICES

Notices shall be provided in accordance with Section 9 of the GT&C.

ARTICLE VII -

NONRECOURSE OBLIGATION OF LIMITED LIABILITY COMPANY MEMBERS AND OPERATOR

Shipper acknowledges and agrees that (a) Transporter is a Delaware limited liability company, (b) Shipper shall have no recourse against any member of Transporter with respect to Transporter's obligations under this Service Agreement and its sole recourse shall be against the assets of Transporter, irrespective of any failure to comply with applicable law or any provision of this Service Agreement; (c) no claim shall be made against any member of Transporter or the member's or Transporter's officers, employees, or agents, under or in connection with this Service Agreement; (d) no claims shall be made against the Operator, its officers, employees, and agents, under or in connection with this Service Agreement and the performance of its duties as Operator (provided that this shall not bar claims resulting from the gross negligence or willful misconduct of the Operator), and Shipper shall provide the Operator with a waiver of subrogation of Shipper's insurance company for all such claims; and (e) this representation is made expressly for the benefit of the members of Transporter and the Operator.

ARTICLE VIII - INTERPRETATION

THE PARTIES HERETO AGREE THAT THE INTERPRETATION AND PERFORMANCE OF THIS SERVICE AGREEMENT MUST BE IN ACCORDANCE WITH THE LAWS OF THE STATE OF WISCONSIN WITHOUT RECOURSE TO THE LAW REGARDING THE CONFLICT OF LAWS WHICH WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER STATE.

ARTICLE IX - FURTHER AGREEMENT

None

ARTICLE X - CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

ARTICLE XI -

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective officers or other persons duly authorized to do, the day and year first above written.

Twin Eagle Resource Management, LLC

By: Electronic Signature

Executed: August 30, 2013

(Date)

Guardian Pipeline, L.L.C.

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

By: Electronic Signature

Executed: August 30, 2013

(Date)