#### FEDERAL ENERGY REGULATORY COMMISSION WASHINGTON, DC 20426

#### OFFICE OF ENERGY MARKET REGULATION

Viking Gas Transmission Company Docket No. RP23-1031-000

Issued: October 24, 2023

On September 5, 2023, Viking Gas Transmission Company filed tariff records<sup>1</sup> to reflect an extension of an agreement with Wisconsin Gas LLC. Pursuant to authority delegated to the Director, Division of Pipeline Regulation, under 18 C.F.R. § 375.307, the tariff records are accepted, effective November 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

<sup>&</sup>lt;sup>1</sup> Viking Gas Transmission Company, Viking - FERC Gas Tariff, <u>Part 10.0</u>, <u>Summary of Non-Conforming and Negotiated Rate Agreements (30.0.0)</u>; <u>Part 10.1</u>, <u>Wisconsin Gas LLC Agreement AF0059 (9.0.0)</u>.

Document Content(s)	
RP23-1031-000.docx	1

Document Accession #: 20231024-3002 Filed Date: 10/24/2023



September 5, 2023

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

Re: Viking Gas Transmission Company

Tariff Volume No. 1

Amendment to Non-Conforming Agreement AF0059

Docket No. RP23-1031-000

Dear Ms. Bose:

Pursuant to section 4 of the Natural Gas Act and Part 154 of the regulations of the Federal Energy Regulatory Commission ("Commission"), Viking Gas Transmission Company ("Viking") respectfully submits for filing and acceptance the tariff records listed below for inclusion in its FERC Gas Tariff, Volume No. 1 ("Tariff") with a proposed effective date of November 1, 2023.

Part 10.0, Summary of Non-Conforming and Negotiated Rate Agreements, v. 30.0.0 Part 10.1, Wisconsin Gas LLC Agreement AF0059 Amendment 29, v. 9.0.0.

#### Statement of Nature, Reasons, and Basis for Proposed Change

Viking submits for filing and acceptance an amendment to the previously filed and approved non-conforming Agreement No. AF0059 ("Agreement AF0059"). The amendment extends the agreement through October 31, 2028. A history of Agreement AF0059 is summarized here:

Citation	Year	Description	
128 FERC ¶ 61,016	2009	Accepting agreements subject to further review.	
132 FERC ¶ 61,099	2010	Agreement AF0059 accepted following further review.	
RP13-1388-000	2013	Non-conforming minimum pressure column removed,	
		Agreement AF0059 removed from Tariff non-conforming	
		list.	
RP17-22-000	2016	Agreement AF0059 returned to Tariff non-conforming	
		list, amendments approved.	
RP17-174-000	2016	Approving amendments to Agreement AF0059.	
RP18-24-000	2017	Approving amendments to Agreement AF0059.	
RP18-1220-000	2018	Approving amendment extending the term of through	
		October 31, 2023.	

Ms. Kimberly D. Bose, Secretary September 5, 2023 Page 2 of 3

Viking proposes here to extend the agreement through October 31, 2028. Although Agreement AF0059 is otherwise conforming, Exhibit A retains the previously approved non-conforming language relating to minimum pressures, which is redlined for Commission review in Appendix C.

#### **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 record in PDF format for publishing in eLibrary;
- 4. Appendix B a copy of the previously filed and approved non-conforming blacklined agreement for informational purposes only.
- 5. Appendix C a redlined version of the non-conforming provisions within Exhibit A for Agreement AF0059, for informational purposes only.

#### **Proposed Effective Date**

Pursuant to section 154.7(a)(3) of the Commission's regulations, Viking respectfully requests that the tariff records submitted herewith be approved by the Commission effective November 1, 2023. In accordance with section 154.7(a)(9) of the Commission's regulations, Viking 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

Viking has not identified any additional waivers of the Commission's regulations needed to permit its filing to become effective as proposed. However, Viking respectfully requests that, should the Commission determine that any such additional 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 Viking'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 Viking's shippers and affected state regulatory commissions. A paper copy of this filing may only be served if a shipper has been

Ms. Kimberly D. Bose, Secretary September 5, 2023 Page 3 of 3

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 Viking'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

**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

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.

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

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

Part 10.0

Summary of Non-Conforming and Negotiated Rate Agreements Non-Conforming and Negotiated Rate Agreements

v. 30.0.0 superseding v. 29.0.0

Page 1 of 1

#### Viking Gas Transmission Company Summary of Non-Conforming and Negotiated Rate Agreements

Customer	Contract Number	Tariff Record Number	Non-Conforming and/or Negotiated Rate
Wisconsin Gas LLC	AF0059 Amendment 29	10.1	Non-Conforming
Wisconsin Gas LLC	AF0022 Amendment 7	10.2	Non-Conforming
Reserved for Future Use		10.3	
Reserved for Future Use		10.4	
American Crystal Sugar Company	AF0357	10.5	Non-Conforming
Northern States Power Company, a Minnesota Corporation	AF0360	10.6	Non-Conforming
Northern States Power Company, a Wisconsin Corporation	AF0359	10.7	Non-Conforming
Reserved for Future Use		10.8	
Reserved for Future Use		10.9	
Reserved for Future Use		10.10	

Issued: September 5, 2023 Effective: November 1, 2023

#### eTariff Information

Tariff Submitter: Viking Gas Transmission Company FERC Tariff Program Name: FERC NGA Gas Tariff

Tariff Title: Non-Conforming and Negotiated Rate Agreements Tariff Record Proposed Effective Date: November 1, 2023 Tariff Record Title: Wisconsin Gas LLC Agreement AF0059

Option Code: A

Other Information: Part 10.1, version 9.0.0 superseding version 8.0.0

#### VIKING GAS TRANSMISSION COMPANY AMENDMENT TO FIRM TRANSPORTATION AGREEMENT

This Amendment # 29 is entered into as of this 15<sup>th</sup> day of February, 2023, by and between Viking Gas Transmission Company, hereafter referred to as "Company," and Wisconsin Gas LLC, hereafter referred to as "Shipper."

WHEREAS, Company and Shipper have entered into a Firm Transportation Agreement under Rate Schedule FT-A (AF0059) effective November 1, 2003, as amended, hereafter referred to as "Agreement"; and

WHEREAS, Company and Shipper agree to extend the term of the Agreement for five (5) years through October 31, 2028 at Company's Tariff Category 3 maximum monthly reservation rate; and

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

Effective November 1, 2023, the existing provisions of the Agreement and Exhibits A-1 and A-2 shall be deleted in their entirety and replaced with the provisions set forth in the Firm Transportation Agreement under Rate Schedule FT-A and Exhibits A-1 and A-2 dated February 15, 2023, attached hereto.

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

Viking Gas Transmission Company	Wisconsin Gas LLC
By: F2325854B9B347C	By: Daniel Krueger (Mar 2, 2023 10:28 CST)
Name: T.D. Eureste	Name: Daniel Krueger
Title: <u>Vice President - Natural Gas Pipel</u> ine	Title: EVP
Date: 3/10/2023	Date: Mar 2, 2023
Legal Approval	
Ds Dk	JD KAB IS srm

#### FIRM TRANSPORTATION AGREEMENT Rate Schedule FT-A

THIS AGREEMENT (Agreement No. AF0059) is entered into this 15th day of February, 2023, by and between Viking Gas Transmission Company, a Delaware corporation, hereinafter referred to as "Company," and Wisconsin Gas LLC, hereinafter referred to as "Shipper." Company and Shipper shall be collectively referred to as the "Parties."

#### WITNESSETH:

NOW, THEREFORE, in consideration of the premises and of the mutual agreements below, Company and Shipper agree as follows:

#### ARTICLE I - DEFINITIONS

- 1.1 Equivalent Quantity shall mean that during any given period of time, the quantities of gas delivered by Company hereunder at the Delivery Point(s) shall be the thermal equivalent of the quantities of gas received by Company for the account of Shipper for transportation hereunder at the Receipt Point(s), less quantities provided by Shipper for Company's system fuel and use requirements and gas lost and unaccounted for associated with this transportation service. For purposes of determining Equivalent Quantity, Company shall use established thermal conversion factors derived from measurement on a dry Dth basis pursuant to the General Terms and Conditions of Company's FERC Gas Tariff and the applicable Rate Schedules.
- 1.2 Receipt Point(s) shall mean the Primary Receipt Point(s) as specified on Exhibit A attached hereto or the Secondary Receipt Point(s) as defined in Section 4.2 of Rate Schedule FT-A Firm Transportation Service.
- 1.3 Delivery Point(s) shall mean the Primary Delivery Point(s) as specified on Exhibit A attached hereto or the Secondary Delivery Point(s) as defined in Section 4.4 of Rate Schedule FT-A Firm Transportation Service.

#### ARTICLE II - TRANSPORTATION

Company agrees to accept and receive daily, on a firm basis, at the Receipt Point(s), from Shipper such quantity of gas as Shipper makes available and deliver for Shipper to the Delivery Point(s) an Equivalent Quantity of gas up to the TQ, subject to the MDQs specified on Exhibit A for the Primary Receipt Point(s) and Primary Delivery Point(s).

#### ARTICLE III - RECEIPT AND DELIVERY PRESSURES

Shipper shall deliver, or cause to be delivered, to Company the gas to be transported hereunder at pressures sufficient to deliver such gas into Company's system at the Receipt Point(s), provided such pressure shall not exceed 877 psig. Company shall deliver the gas to be transported hereunder to or for the account of Shipper at the pressures existing in Company's system at the Delivery Point(s) unless otherwise specified on Exhibit A.

#### ARTICLE IV - QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENTS

For all gas received, transported and delivered hereunder, the Parties agree to the quality specifications and standards for measurement as provided for in the General Terms and Conditions of Company's FERC Gas Tariff. Company shall be responsible for the operation of measurement facilities at the Delivery Point(s), the North Branch, Minnesota Receipt Point and at any other mutually agreeable Receipt Point(s). In the event that measurement facilities are not operated by Company, then the responsibility for operations shall

be deemed to be that of the operator of the measurement facilities at such point. If the measurement facilities are not operated by Company and there is no third-party operator at such point, then the responsibility for operations shall be deemed to be Shipper's.

#### ARTICLE V - FACILITIES

The facilities necessary to receive, transport and deliver gas as described herein are in place and no new facilities are anticipated to be required.

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[If facilities are contemplated to be constructed, a brief description of the facilities will be included, as well as who is to construct, own, and/or operate such facilities.]

N/A

#### ARTICLE VI - RATES FOR SERVICE

- 6.1 Transportation Charge Commencing on the date of implementation of this Agreement under Section 10.1, the compensation to be paid by Shipper to Company shall be in accordance with Company's effective Rate Schedule FT-A and the General Terms and Conditions of Company's Tariff. Where applicable, Shipper shall also pay the Annual Charge Adjustment surcharge as such rate may change from time to time.
- 6.2 System Fuel and Losses Shipper will provide to Company, at no cost to Company, a daily quantity of gas in Dths for Company's system fuel and uses and gas lost and unaccounted for, in accordance with Company's effective Rate Schedule FT-A. Company shall have the unilateral right to effectuate changes in its system fuel and use and/or lost and unaccounted for factors at such time, or times, as it finds it necessary.
- 6.3 New Facilities Charge N/A
- 6.4 Incidental Charges Shipper agrees to pay Company for all known and anticipated filing fees, reporting fees or similar charges required for the rendition of the transportation service provided for herein. Further, Shipper agrees to reimburse Company for all other filing fees, reporting fees or similar charges paid by Company to the Federal Energy Regulatory Commission or any other agency in connection with the rendition of the transportation service provided for herein within thirty (30) days after receiving proof of payment from Company.
- 6.5 Overrun Charges Shipper agrees to pay Company all overrun charges in accordance with the terms and conditions of Company's effective Rate Schedule FT-A and the General Terms and Conditions in Company's FERC Gas Tariff.
- 6.6 Imbalance Charges Shipper agrees to pay Company all imbalance charges in accordance with the terms and conditions of Company's effective Rate Schedule FT-A and the General Terms and Conditions in Company's FERC Gas Tariff.

6.7 Changes in Rates and Charges - Shipper agrees that Company shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges stated in this Article, (b) the rates, charges, terms and conditions applicable to service pursuant to the Rate Schedule under which this service is rendered and (c) any provisions of the General Terms and Conditions in Company's FERC Gas Tariff as such Tariff may be revised or replaced from time to time. Without prejudice to Shipper's right to contest such changes, Shipper agrees to pay the effective rates and charges for service rendered pursuant to this Agreement.

#### ARTICLE VII - RESPONSIBILITY DURING TRANSPORTATION

As between the Parties hereto, it is agreed that from the time gas is delivered by Shipper to Company at the Receipt Point(s) and prior to delivery of such gas to or for the account of Shipper at the Delivery Point(s), Company shall have the unqualified right to commingle such gas with other gas in its available system and shall have the unqualified right to handle and treat such gas as its own.

#### ARTICLE VIII - BILLINGS & PAYMENTS

Billings and payments under this Agreement shall be in accordance with the terms and conditions of Company's FERC Gas Tariff as such Tariff may be revised or replaced from time to time.

From time to time Company and Shipper may agree to a Negotiated Rate or a discount rate for a specific term for service hereunder. Provisions governing such Negotiated Rate, discount rate and term shall be set forth on an Exhibit hereto.

#### ARTICLE IX - RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

This Agreement and all terms and provisions contained or incorporated herein are subject to the effective provisions of Company's applicable Rate Schedule(s) and Company's General Terms and Conditions on file with the Federal Energy Regulatory Commission (FERC), or other duly constituted authorities having jurisdiction, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC, which Rate Schedule(s) and General Terms and Conditions are incorporated by reference and made a part hereof for all purposes. To the extent a term or condition set forth in this Agreement is inconsistent with the General Terms and Conditions, the General Terms and Conditions shall govern. Furthermore, to the extent a term or condition set forth in this Agreement is inconsistent with the applicable rate schedule, the rate schedule shall govern unless the relevant provision is inconsistent with the General Terms and Conditions.

#### ARTICLE X - TERM OF AGREEMENT

- 10.1 This Agreement shall become effective upon its execution and shall, under all circumstances, continue in effect in accordance with Company's FERC Gas Tariff after the effective date as set forth in Exhibit A. If the primary term of this Agreement shall be one year or more, then this Agreement shall continue in effect thereafter until extended or terminated in accordance with Sections 23 or 24 of the General Terms and Conditions of Company's FERC Gas Tariff. Service rendered pursuant to this Agreement shall be abandoned upon termination of this Agreement.
  - 10.2 Any portions of this Agreement necessary to balance receipts and deliveries under this Agreement upon its termination, as required by the General Terms and Conditions of Company's FERC Gas Tariff, shall survive the other parts of this Agreement until such time as such balancing has been accomplished.
  - 10.3 In addition to any other remedy Company may have, this Agreement will terminate automatically in the event Shipper fails to pay all of the amount of any bill for service rendered by Company hereunder when that amount is due, provided Company shall give Shipper and the FERC thirty (30) days notice prior to any termination of service. Service may continue hereunder if within the thirty

(30) day notice period satisfactory assurance of payment is made in accordance with the General Terms and Conditions of Company's FERC Gas Tariff.

#### ARTICLE XI - REGULATION

- 11.1 This Agreement shall be subject to all applicable governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Company. This Agreement shall be void and of no force and effect if any necessary regulatory approval or authorization is not so obtained or continued. All parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no party shall be liable to any other party for failure to obtain or continue such approvals or authorizations. Further, if any governmental body having jurisdiction over the service provided for herein authorizes abandonment of such service on a date other than the Termination Date as defined in Section 10.1 herein, then the Termination Date shall nevertheless be the abandonment date so authorized.
- 11.2 Promptly following the execution of this Agreement, the Parties will file, or cause to be filed, and diligently prosecute, any necessary applications or notices with all necessary regulatory bodies for approval of the service provided for herein.
- 11.3 In the event the Parties are unable to obtain all necessary and satisfactory regulatory approvals for service prior to the expiration of two (2) years from the effective date hereof, then, prior to receipt of such regulatory approvals, either party may terminate this Agreement by giving the other Party at least thirty (30) days prior written notice, and the respective obligations hereunder, except for the provisions of Article VI herein, shall be of no force and effect from and after the effective date of such termination.

#### **ARTICLE XII - ASSIGNMENTS**

- 12.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, Shipper shall not assign this Agreement or any of its rights and obligations hereunder except pursuant to the capacity release provisions of Company's FERC Gas Tariff.
- 12.2 Any person or entity which shall succeed by purchase, transfer, merger, or consolidation to the properties, substantially or as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement, provided that such party shall have obtained all required FERC approvals required for performance under this Agreement.

#### ARTICLE XIII - WARRANTIES

In addition to the warranties set forth in Section 9 of the General Terms and Conditions of Company's FERC Gas Tariff, Shipper warrants the following:

13.1 Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place, as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit(s) A-1 and A-2 attached hereto. Shipper agrees to indemnify and hold Company harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.

- 13.2 If transportation hereunder is pursuant to Subpart B of Part 284 of the FERC's Regulations, Shipper warrants that the service provided hereunder is on behalf of an intrastate pipeline or a local distribution company within the meaning of Section 311(a)(1) of the Natural Gas Policy Act of 1978. If transportation hereunder is pursuant to Subpart G, Section 284.222 of the Commission's Regulations, Shipper warrants that the service provided hereunder is on behalf of an interstate pipeline company.
- 13.3 If a party is acting as an agent hereunder, such party warrants that it is authorized to act for its principals in arranging the transportation service provided for herein.
- 13.4 Shipper agrees to indemnify and hold Company harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty, express or implied, by the Shipper herein.
- 13.5 Shipper warrants that it will have title to the gas delivered to Company under this Agreement.
- 13.6 Company shall not be obligated to provide or continue service hereunder in the event of any breach of warranty; provided, Company shall give Shipper and the FERC fifteen (15) days notice prior to any termination of service. Service will continue if within the fifteen (15) day notice period Shipper cures the breach of warranty.

#### ARTICLE XIV - ADDITIONAL REPRESENTATIONS AND WARRANTIES

14.1 The Shipper hereby represents and warrants that (i) it has all requisite corporate power and authority, or other authority as applicable, to execute and perform this Agreement, (ii) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action, or other action as applicable, (iii) this Agreement constitutes the legal, valid and binding obligations of the Shipper enforceable against the Shipper pursuant to its terms except as enforceability may be limited by bankruptcy, insolvency and other similar laws affecting the enforceability of creditors' rights generally and by general principles of equity, and (iv) all government approvals necessary for the execution, delivery and performance by the Shipper of its obligations under this Agreement have been obtained and are in full force and effect.

#### ARTICLE XV - MISCELLANEOUS

- 15.1 No modification of or supplement to the terms and provisions hereof shall be or become effective, except by the execution of supplementary written consent.
- 15.2 No waiver by any Party of any one or more defaults by the other in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.
- 15.3 Any notice, request, demand, statement, or bill provided for in this Agreement or any notice which either Party may desire to give to the other shall be in accordance with Section 11 of the General Terms and Conditions of Company's FERC Gas Tariff.
- 15.4 The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of Oklahoma, except for Choice of Law doctrine that refers to the laws of another jurisdiction.
- 15.5 Exhibit(s) A-1 and A-2 attached hereto is/are incorporated herein by reference and made a part of this Agreement for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed in several counterparts as of the date first hereinabove written.

VIKING GAS TRANSMISSION COMPANY

BY.

Volume No. 1

TITIE: F2325854B9B34Wice President - Natural Gas Pipeline

SHIPPER: WISCONSIN GAS LLC

BY: EVP

Legal Approval

—ps Dk

Viking Gas Transmission Company FERC Gas Tariff Volume No. 1 Part 9.10 Firm Transportation Agreement (FT-A) v. 8.0.0 superseding v. 7.0.0

#### EXHIBIT A-1 1/ TO FIRM TRANSPORTATION AGREEMENT DATED February 15, 2023

## BETWEEN WISCONSIN GAS LLC AND VIKING GAS TRANSMISSION COMPANY

Effective from November 1 through October 31 for each year of the Agreement with the term ending October 31, 2028 2/

Transportation Quantity: 33,465 Dth/d

Transportation Path:

Location Code	Maximum Daily Quantity	
33973	13,505 Dth/day	
Location Code	Maximum Daily Quantity	Minimum Pressure
288050	319 Dth/day	500
28689	378 Dth/day	500
28694	744 Dth/day	500
288047	163 Dth/day	500
28692	14 Dth/day	500
28789	58 Dth/day	500
28667	1 Dth/day	500
28872	0 Dth/day	500
179031	0 Dth/day	500
362793	1,679 Dth/day	500
1400841	5,869 Dth/day	500
288051	4,280 Dth/day	425
	33973 Location Code  288050 28689 28694 288047 28692 28789 28667 28872 179031 362793 1400841	Quantity 13,505 Dth/day  Location Code  Maximum Daily Quantity 288050 319 Dth/day 28689 378 Dth/day 28694 744 Dth/day 288047 163 Dth/day 28692 14 Dth/day 28789 58 Dth/day 28667 1 Dth/day 28872 0 Dth/day 179031 0 Dth/day 362793 1,679 Dth/day 1400841 5,869 Dth/day

Displacement Service: Yes No 🛛

1/ Pursuant to Section 4.6 of Rate Schedule FT-A, if the Transportation Quantity (TQ) and/or the Maximum Daily Quantity (MDQ) differ during the term of this Agreement, the TQ and the MDQ and Receipt and Delivery Point information for each specific period shall be set forth in different Exhibits, with the first designated Exhibit A-1, the second Exhibit A-2, etc.

Additionally, in the event there are multiple combinations of Primary Receipt Point(s) and/or Primary Delivery Point(s), each combination of Primary Receipt Point(s) and Primary Delivery Point(s) will be set forth in different Exhibits, with the first designated Exhibit A-1, the second Exhibit A-2, etc.

2/ If the TQ and/or the MDQ for any point(s) vary during the term of this Agreement, state the effective dates (e.g., "March 1 through October 31") of the information set forth in this Exhibit.

SUPERSEDES EXHIBIT A DATED October 3, 2022.

Agreement No. AF0059

Viking Gas Transmission Company FERC Gas Tariff Volume No. 1 Part 9.10 Firm Transportation Agreement (FT-A) v. 8.0.0 superseding v. 7.0.0

#### EXHIBIT A-2 1/ TO FIRM TRANSPORTATION AGREEMENT DATED February 15, 2023

## BETWEEN WISCONSIN GAS LLC AND VIKING GAS TRANSMISSION COMPANY

Effective from November 1 through October 31 for each year of the Agreement with the term ending October 31, 2028 2/

Transportation Quantity: 33,465 Dth/d

Transportation Path:

Primary Receipt Point(s)	Location Code	Maximum Daily Quantity	
St. Vincent	174672	19,960 Dth/day	
Primary Delivery Point(s)	Location Code	Maximum Daily Ouantity	Minimum Pressure
Blackbrook	288050	471 Dth/day	500
Boyceville	28689	558 Dth/day	500
Cadott	28694	1,099 Dth/day	500
Chili	288047	241 Dth/day	500
South Colfax	28692	20 Dth/day	500
Dresser	28789	85 Dth/day	500
Greenwood	28667	2 Dth/day	500
ANR Marshfield	28872	0 Dth/day	500
Chisago Zn2	179031	0 Dth/day	500
Wheeler	362793	2,482 Dth/day	500
Wilson	1400841	8,676 Dth/day	500
Wisc Gas Marshfield	288051	6,326 Dth/day	425

Displacement Service: Yes No 🛛

1/ Pursuant to Section 4.6 of Rate Schedule FT-A, if the Transportation Quantity (TQ) and/or the Maximum Daily Quantity (MDQ) differ during the term of this Agreement, the TQ and the MDQ and Receipt and Delivery Point information for each specific period shall be set forth in different Exhibits, with the first designated Exhibit A-1, the second Exhibit A-2, etc.

Additionally, in the event there are multiple combinations of Primary Receipt Point(s) and/or Primary Delivery Point(s), each combination of Primary Receipt Point(s) and Primary Delivery Point(s) will be set forth in different Exhibits, with the first designated Exhibit A-1, the second Exhibit A-2, etc.

2/ If the TQ and/or the MDQ for any point(s) vary during the term of this Agreement, state the effective dates (e.g., "March 1 through October 31") of the information set forth in this Exhibit.

SUPERSEDES EXHIBIT A DATED October 3, 2022.

Agreement No. AF0059

### Appendix B Marked Tariff Records

Non-Conforming and Negotiated Rate Agreements

Summary of Non-Conforming and Negotiated Rate Agreements

v. 30.0.0 superseding v. 29.0.0

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#### Viking Gas Transmission Company Summary of Non-Conforming and Negotiated Rate Agreements

Customer	Contract Number	Tariff Record Number	Non-Conforming and/or Negotiated Rate
Wisconsin Gas LLC	AF0059 Amendment 2329	10.1	Non-Conforming
Wisconsin Gas LLC	AF0022 Amendment 7	10.2	Non-Conforming
Reserved for Future Use		10.3	
Reserved for Future Use		10.4	
American Crystal Sugar Company	AF0357	10.5	Non-Conforming
Northern States Power Company, a Minnesota Corporation	AF0360	10.6	Non-Conforming
Northern States Power Company, a Wisconsin Corporation	AF0359	10.7	Non-Conforming
Reserved for Future Use		10.8	
Reserved for Future Use		10.9	
Reserved for Future Use		10.10	

Issued: September 5, 2023 Effective: November 1, 2023

# Appendix C Exhibit A for Agreement AF0059

(redlined non-conforming provisions)

#### EXHIBIT A-1 1/ TO FIRM TRANSPORTATION AGREEMENT DATED February 15, 2023

## BETWEEN WISCONSIN GAS LLC AND VIKING GAS TRANSMISSION COMPANY

Effective from November 1 through October 31 for each year of the Agreement with the term ending October 31, 2028 2/

Transportation Quantity: 33,465 Dth/d

Transportation Path:

Primary Receipt Point(s)	Location Code	Maximum Daily Quantity	
Emerson	33973	13,505 Dth/day	
Primary Delivery Point(s)	Location Code	Maximum Daily Quantity	Minimum Pressure
Blackbrook	288050	319 Dth/day	<u>500</u>
Boyceville	28689	378 Dth/day	<u>500</u>
Cadott	28694	744 Dth/day	<u>500</u>
Chili	288047	163 Dth/day	<u>500</u>
South Colfax	28692	14 Dth/day	<u>500</u>
Dresser	28789	58 Dth/day	<u>500</u>
Greenwood	28667	1 Dth/day	<u>500</u>
ANR Marshfield	28872	0 Dth/day	<u>500</u>
Chisago Zn2	179031	0 Dth/day	<u>500</u>
Wheeler	362793	1,679 Dth/day	<u>500</u>
Wilson	1400841	5,869 Dth/day	
Wisc Gas Marshfield	288051	4,280 Dth/day	<u>500</u> <u>425</u>

Displacement Service: Yes No 🛛

1/ Pursuant to Section 4.6 of Rate Schedule FT-A, if the Transportation Quantity (TQ) and/or the Maximum Daily Quantity (MDQ) differ during the term of this Agreement, the TQ and the MDQ and Receipt and Delivery Point information for each specific period shall be set forth in different Exhibits, with the first designated Exhibit A-1, the second Exhibit A-2, etc.

Additionally, in the event there are multiple combinations of Primary Receipt Point(s) and/or Primary Delivery Point(s), each combination of Primary Receipt Point(s) and Primary Delivery Point(s) will be set forth in different Exhibits, with the first designated Exhibit A-1, the second Exhibit A-2, etc.

2/ If the TQ and/or the MDQ for any point(s) vary during the term of this Agreement, state the effective dates (e.g., "March 1 through October 31") of the information set forth in this Exhibit.

SUPERSEDES EXHIBIT A DATED October 3, 2022.

Agreement No. AF0059

#### EXHIBIT A-2 1/ TO FIRM TRANSPORTATION AGREEMENT DATED February 15, 2023

## BETWEEN WISCONSIN GAS LLC AND VIKING GAS TRANSMISSION COMPANY

Effective from November 1 through October 31 for each year of the Agreement with the term ending October 31, 2028 2/

Transportation Quantity: 33,465 Dth/d

Transportation Path:

Primary Receipt Point(s)	Location Code	Maximum Daily	
		Quantity	
St. Vincent	174672	19,960 Dth/day	
Primary Delivery Point(s)	Location Code	Maximum Daily	<u>Minimum</u>
		Quantity	<u>Pressure</u>
Blackbrook	288050	471 Dth/day	<u>500</u>
Boyceville	28689	558 Dth/day	<u>500</u>
Cadott	28694	1,099 Dth/day	<u>500</u>
Chili	288047	241 Dth/day	<u>500</u>
South Colfax	28692	20 Dth/day	<u>500</u>
Dresser	28789	85 Dth/day	<u>500</u>
Greenwood	28667	2 Dth/day	<u>500</u>
ANR Marshfield	28872	0 Dth/day	<u>500</u>
Chisago Zn2	179031	0 Dth/day	<u>500</u>
Wheeler	362793	2,482 Dth/day	<u>500</u>
Wilson	1400841	8,676 Dth/day	<u>500</u> <u>425</u>
Wisc Gas Marshfield	288051	6,326 Dth/day	<u>425</u>

Displacement Service: Yes No 🛛

1/ Pursuant to Section 4.6 of Rate Schedule FT-A, if the Transportation Quantity (TQ) and/or the Maximum Daily Quantity (MDQ) differ during the term of this Agreement, the TQ and the MDQ and Receipt and Delivery Point information for each specific period shall be set forth in different Exhibits, with the first designated Exhibit A-1, the second Exhibit A-2, etc.

Additionally, in the event there are multiple combinations of Primary Receipt Point(s) and/or Primary Delivery Point(s), each combination of Primary Receipt Point(s) and Primary Delivery Point(s) will be set forth in different Exhibits, with the first designated Exhibit A-1, the second Exhibit A-2, etc.

2/ If the TQ and/or the MDQ for any point(s) vary during the term of this Agreement, state the effective dates (e.g., "March 1 through October 31") of the information set forth in this Exhibit.

SUPERSEDES EXHIBIT A DATED October 3, 2022.

Agreement No. AF0059