#### Document Accession #: 20241114-3001

### FEDERAL ENERGY REGULATORY COMMISSION WASHINGTON, DC 20426

#### OFFICE OF ENERGY MARKET REGULATION

Viking Gas Transmission Company Docket No. RP25-144-000

Issued: November 14, 2024

On October 31, 2024, Viking Gas Transmission Company filed revised tariff records<sup>1</sup> to amend a negotiated rate agreement, containing non-conforming provisions, with Wisconsin Gas LLC under Rate Schedule FT-A. Waiver of the Commission's 30day 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 November 1, 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

<sup>&</sup>lt;sup>1</sup> Viking Gas Transmission Company, Viking - FERC Gas Tariff, Part 10.0, Summary of Non-Conforming and Negotiated Rate Agreements (32.0.0); and Part 10.2, Wisconsin Gas LLC Agreement AF0022 (5.0.0).

Document Accession #: 20241114-3001	Filed Date: 11/14/2024
Document Content(s)	
RP25-144-000.docx	



October 31, 2024

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

Re: Viking Gas Transmission Company
Tariff Volume No. 1
Update Non-Conforming Agreement AF0022
Docket No. RP25- -000

Dear Ms. Reese:

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, 2024.

Part 10.0, Summary of Non-Conforming and Negotiated Rate Agreements, v. 32.0.0 Part 10.2, Wisconsin Gas LLC Agreement AF0022, v. 5.0.0

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

Viking submits for filing and acceptance an amendment to the previously filed and approved non-conforming Agreement No. AF0022 ("Agreement AF0022"). The amendment extends the agreement through October 31, 2029.

A history of Agreement AF0022 is as follows:

- Viking and Wisconsin Gas entered into a Firm Transportation Agreement effective November 1, 1993 (Agreement AF0022).
- Agreement AF0022 was added to Viking's list of non-conforming agreements in Docket No. RP09-765-000.
- Agreement AF0022 was incorporated in Viking's FERC Gas Tariff Volume 1A in Docket No. RP10-1303-000 and subsequently incorporated in Viking's FERC Gas Tariff Volume No. 1 in Docket No. RP13-378-000.
- Prior amendments to AF0022 were also approved under Docket Nos.: RP14-197-000 (2013); RP15-127-001 (2015); RP20-26-000 (2019); and RP21-1-000 (2020).

Ms. Debbie-Anne Reese, Secretary October 31, 2024 Page 2 of 3

Viking proposes here to extend the agreement through October 31, 2029. Although Agreement AF0022 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.

Viking seeks a waiver of the 30-day notice requirement pursuant to Agreement AF0022. No customers were adversely affected by the extension of this service agreements

### **Materials Enclosed**

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

- 1. an eTariff XML filing package containing the proposal in electronic format;
- 2. a transmittal letter in PDF format, which incorporates the Statement of Nature, Reasons and Basis for the filing required by section 154.7(a)(6) of the Commission's regulations;
- 3. Appendix A a clean version of the tariff records in PDF format for publishing in eLibrary;
- 4. Appendix B-a marked version of the tariff records in PDF format for publishing in eLibrary; and
- 5. Appendix C a redlined version of the non-conforming provisions within Exhibit A for Agreement AF0022, 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, 2024. 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**

Pursuant to section 154.7(a)(7) of the Commission's regulations, Viking 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 record's proposed effective date, November 1, 2024. 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 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.

Ms. Debbie-Anne Reese, Secretary October 31, 2024 Page **3** of **3** 

### 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 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.

Pursuant to section 385.2005 and section 385.2011(c)(5) of the Commission's regulations, the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best knowledge and belief of the undersigned.

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

Denise Adams
Senior Director, Regulatory Affairs
ONEOK, Inc.
100 West 5th Street
Tulsa, Oklahoma 74103
(918) 732-1408

Email: denise.adams@oneok.com

Lisa Nishimuta
Senior Legal Counsel, Regulatory
ONEOK, Inc.
100 West 5th Street
Tulsa, Oklahoma 74103
(918) 588-7730
Email: lisa.nishimuta@oneok.com

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

Respectfully submitted,

/s/ Denise A. Adams

Denise A. Adams Senior Director, Regulatory Affairs ONEOK, Inc. 100 West 5th Street Tulsa, Oklahoma 74103

Attachment

# Appendix A Clean Tariff Record

Part 10.0

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

v. 32.0.0 superseding v. 31.0.0

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 16	10.2	Non-Conforming
Northern States Power Company	AF0554	10.3	Negotiated Rate
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: October 31, 2024 Effective: November 1, 2024

### 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, 2024 Tariff Record Title: Wisconsin Gas LLC Agreement AF0022

Option Code: A

Other Information: Part 10.2, version 5.0.0 superseding version 4.0.0

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

This Amendment # 16 is entered into as of this 17th day of October, 2024, 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 (AF0022) effective November 1, 1993, as amended, hereafter referred to as "Agreement"; and

WHEREAS, effective November 1, 2024, Company and Shipper agree to realign the Maximum Daily Quantity at the Primary Delivery Points for the remainder of the term of the Agreement, which is currently through October 31, 2029; 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, 2024, the existing provisions of Exhibits A-1 and A-2 shall be deleted in their entirety and replaced with the provisions set forth in Exhibits A-1 and A-2 dated October 17, 2024, attached hereto. Further, except as modified and attached hereto, the Agreement's terms and conditions 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.

Viking Gas Transmission Company	Wisconsin Gas LLC
By: Signed by:	By:
Name: Todd wall	Name: Thomas Smith
Title: Account Director	Title: Manager Gas Supply
Date: 10/30/2024	Date: 1023/2024
Signed by:	
DON'S LEON	

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 October 17, 2024

# BETWEEN WISCONSIN GAS LLC AND VIKING GAS TRANSMISSION COMPANY

Effective from November 1 through March 31 for each year of the Agreement with the term ending March 31, 2029 2/

Transportation Quantity: 41,668 Dth/d

Transportation Path:

Primary Receipt Point(s) Emerson	Location Code 33973		Maximum Daily Quantity 41,668 Dth/day	
Primary Delivery Point(s)	Location Code	Maximum Dai Quantity	ly Minimum Pressure	
Blackbrook	288050	3,644 Dth/day	500 psig	
Boyceville	28689	5,785 Dth/day	500 psig	
Cadott	28694	2,382 Dth/day	500 psig	
Chili	288047	332 Dth/day	500 psig	
South Colfax	28692	781 Dth/day	500 psig	
Dresser	28789	4,257 Dth/day	500 psig	
Greenwood	28667	3,276 Dth/day	500 psig	
ANR Marshfield	28872	8,117 Dth/day	500 psig	
Polk	218305	0 Dth/day		
Wheeler	362793	9,056 Dth/day	500 psig	
Wilson	1400841	4,038 Dth/day	500 psig	
Wisc Gas Marshfield	288051	0 Dth/day	425 psig	

Displacement Service: Yes No 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 March 27, 2024.

Agreement No. AF0022

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 October 17, 2024

# BETWEEN WISCONSIN GAS LLC AND VIKING GAS TRANSMISSION COMPANY

Effective from April 1 through October 31 for each year of the Agreement with the term ending October 31, 2029 2/

Transportation Quantity: 39,523 Dth/d

Transportation Path:

Primary Receipt Point(s)	Location Code		Maximum Daily Ouantity	
Emerson	33973		39,523 Dth/day	
Primary Delivery Point(s)	Location Code	Maximum Dai Quantity	ly Minimum Pressure	
Blackbrook	288050	3,799 Dth/day	500 psig	
Boyceville	28689	4,617 Dth/day	500 psig	
Cadott	28694	1,699 Dth/day	500 psig	
Chili	288047	718 Dth/day	500 psig	
South Colfax	28692	614 Dth/day	500 psig	
Dresser	28789	4,681 Dth/day	500 psig	
Greenwood	28667	2,616 Dth/day	500 psig	
ANR Marshfield	28872	6,574 Dth/day	500 psig	
Polk	218305	0 Dth/day		
Wheeler	362793	9,396 Dth/day	500 psig	
Wilson	1400841	4,809 Dth/day	500 psig	
Wisc Gas Marshfield	288051	0 Dth/day	425 psig	

Displacement Service: Yes No No

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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 March 27, 2024.

Agreement No. AF0022

### Appendix B Marked Tariff Record

Part 10.0

Summary of Non-Conforming and Negotiated Rate Agreements

Non-Conforming and Negotiated Rate Agreements

v. 32.0.0 superseding v. 31.0.0

Page 1 of 1

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Issued: October 31, 2024

Effective: November 1, 2024

### Appendix C Redlined Tariff Provisions

Part 9.10 Firm Transportation Agreement (FT-A) v. 8.0.0 superseding v. 7.0.0

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Displacement Service: Yes No 🛛

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Agreement No. AF0022

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