

150 FERC ¶ 61,060
FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, D.C. 20426

January 30, 2015

In Reply Refer To:
Guardian Pipeline, L.L.C.
Docket Nos. RP15-302-000
RP15-303-000

Guardian Pipeline, L.L.C.
c/o ONEOK Partners GP, L.L.C.
100 West 5th Street
Tulsa, OK 74103

Attention: Ron M. Mucci, Vice President
Rates and Regulatory Affairs

Dear Mr. Mucci:

1. On December 31, 2014, Guardian Pipeline, L.L.C. (Guardian) submitted revised tariff records¹ in Docket Nos. RP15-302-000 and RP15-303-000, to be effective February 2, 2015, reflecting one non-conforming firm transportation agreement (Contract FT0029) and two negotiated rate parking/lending (NPL) interruptible service agreements (Contracts GP1607 and GP1608). Guardian requests waiver of section 154.207 of the Commission's regulations to allow the contracts to be filed more than 60 days before the contract's effective date.² The Commission grants the requested waiver and accepts the proposed tariff records to be effective February 2, 2015, subject to conditions, as discussed below.

2. In Docket No. RP15-302-000, Guardian filed the three service agreements, all of which are with Wisconsin Electric Power Company (Wisconsin Electric). Guardian states that Contract FT0029 deviates from the language found in Exhibit A of the *pro forma* Firm Transportation Agreement in Guardian's tariff by containing varying seasonal service levels. Specifically, to accommodate the seasonal nature of its

¹ See Appendix.

² 18 C.F.R. § 154.207 (2014).

customer's service request, Guardian states that it executed two separate FT-1 Exhibit A forms to reflect differing Transportation Quantity and Maximum Daily Quantity (MDQ) levels at different times during the year. Exhibit A-1 for this contract provides for an MDQ of 48,000 Dth per day from November 1 to March 31 for each year of the agreement, while Exhibit A-2 provides for an MDQ of 20,000 Dth per day from April 1 to October 31 for each year of the agreement. Contracts GP1607 and GP1608, on the other hand, are negotiated rate agreements and do not differ from the *pro forma* Firm Transportation Agreement. In Docket No. RP15-303-000, Guardian filed tariff records reflecting the non-conforming agreement and the termination of another non-conforming agreement.

3. Guardian requests a waiver to section 154.207 of the Commission's regulations because the effective date of the contracts, November 1, 2015, is more than 60 days after the date of this filing. According to Guardian, the contract must be filed now so that Wisconsin Electric can obtain needed approvals from its state regulatory commission.

4. Public notice of the filings was issued on January 7, 2015. Interventions and protests were due as provided in section 154.210 of the Commission's regulations.³ Pursuant to Rule 214,⁴ all timely filed motions to intervene and any unopposed motions to intervene out-of-time before the issuance date of this order are granted. Granting late intervention at this stage of the proceeding will not disrupt the proceeding or place additional burdens on existing parties. No protests or adverse comments were filed.

5. The Commission grants the requested waiver and accepts the proposed tariff records subject to conditions. In *Columbia*, the Commission clarified that a material deviation is any provision in a service agreement that (a) goes beyond filling in the blank spaces with the appropriate information allowed by the tariff, and (b) affects the substantive rights of the parties.⁵ The Commission prohibits negotiated terms and conditions of service that result in a shipper receiving a different quality of service than that offered other shippers under the pipeline's generally applicable tariff or that affect the quality of service received by others.⁶ However, not all material deviations are impermissible. As the Commission explained in *Columbia*,⁷ provisions that materially

³ 18 C.F.R. § 154.210 (2014).

⁴ 18 C.F.R. § 385.214 (2014).

⁵ *Columbia Gas Transmission Corp.*, 97 FERC ¶ 61,221, at 62,002 (2001) (*Columbia*).

⁶ *Monroe Gas Storage Co., LLC*, 130 FERC ¶ 61,113, at P 28 (2010).

⁷ *Columbia*, 97 FERC ¶ 61,221 at 62,003-04.

deviate from the corresponding *pro forma* agreement fall into two general categories: (a) provisions the Commission must prohibit because they present a significant potential for undue discrimination among shippers, and (b) provisions the Commission can permit without a substantial risk of undue discrimination.⁸

6. The Commission has held that the ability to obtain seasonal service is a valuable right, which must be offered to all shippers pursuant to not unduly discriminatory conditions.⁹ In the present case, the Commission finds that Guardian's non-conforming Contract No. FT0029, under which Guardian would provide seasonal service only to Wisconsin Electric without offering it to other Rate Schedule FT shippers, presents a substantial risk of undue discrimination and therefore constitutes an impermissible material deviation from Guardian's *pro forma* service agreement.

7. Accordingly, the Commission directs that, within 30 days of this order, Guardian either eliminate the provisions of the agreement providing seasonal service, or revise its tariff and *pro forma* service agreement to offer seasonal service to all shippers requesting service under Rate Schedule FT pursuant to not unduly discriminatory conditions.

8. The Commission also grants waiver of the requirement in section 154.207 of the Commission's regulations for good cause shown based upon Wisconsin Electric's need to seek approval from its state regulatory commission.

By direction of the Commission.

Kimberly D. Bose,
Secretary.

⁸ *Equitrans, L.P.*, 130 FERC ¶ 61,024, at P 5 (2010).

⁹ See *Granite State Gas Transmission, Inc.*, 112 FERC ¶ 61,201, at P 4 (2005); *Carolina Gas Transmission Corp.*, 143 FERC ¶ 61,081, at P 7 (2013).

Appendix

Docket No. RP15-302-000

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

Accepted Effective February 2, 2015, subject to conditions:

[Part 2.0, Summary of Agreements, 18.0.0](#)

[Part 5.0, Wisconsin Electric Power Company FT0029, 2.0.0](#)

[Part 5.1, Wisconsin Electric Power Company Executed Agreement FT0029, 2.0.0](#)

[Part 6.0, Wisconsin Electric Power Company GP1607, 2.0.0](#)

[Part 6.1, Wisconsin Electric Power Company Executed Agreement GP1607, 2.0.0](#)

[Part 7.0, Wisconsin Electric Power Company GP1608, 2.0.0](#)

[Part 7.1, Wisconsin Electric Power Company Executed Agreement GP1608, 2.0.0](#)

Docket No. RP15-303-000

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

Accepted Effective February 2, 2015, subject to conditions:

[Part 8, Section 38, GT&C - Non-Conforming Agreements, 1.0.0](#)