



November 1, 2022

Ms. Kimberly D. Bose, Secretary  
Federal Energy Regulatory Commission  
888 First Street, NE  
Washington, DC 20426

**Great Lakes Gas Transmission  
Limited Partnership**

700 Louisiana Street, Suite 1300  
Houston, TX 77002-2700

Jonathan Scullion  
Manager, Tariffs

**tel** 832.320.5520

**email** Jonathan\_Scullion@tcenergy.com

**web** <http://www.tcplus.com/Great%20lakes>

Re: Great Lakes Gas Transmission Limited Partnership  
Amendment to Negotiated Rate Agreement  
Docket No. RP23-\_\_\_\_-000

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act (“NGA”) and Part 154 of the Federal Energy Regulatory Commission’s (“FERC” or “Commission”) regulations,<sup>1</sup> Great Lakes Gas Transmission Limited Partnership (“Great Lakes”) respectfully submits for filing a tariff record containing an amended Rate Schedule FT (“FT”) negotiated rate service agreement (“Amendment”) to be part of its FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”). Great Lakes respectfully requests that the Commission accept the Tariff record included herein as Appendix A, to become effective November 1, 2022.<sup>2</sup>

**Correspondence**

The names, titles and mailing address of the persons to whom correspondence and communications concerning this filing should be directed are as follows:

David R. Hammel  
Director, Regulatory & Commercial Law  
Rick Kincheloe \*  
Legal Counsel  
Great Lakes Gas Transmission Limited  
Partnership  
700 Louisiana Street, Suite 1300  
Houston, Texas 77002-2700  
Tel. (832) 320-5585  
rick\_kincheloe@tcenergy.com

Sorana Linder  
Director, Rates, Tariffs & Modernization  
Jonathan Scullion \*  
Manager, Tariffs  
Great Lakes Gas Transmission Limited  
Partnership  
700 Louisiana Street, Suite 1300  
Houston, Texas 77002-2700  
Tel. (832) 320-5520  
jonathan\_scullion@tcenergy.com

<sup>1</sup> 18 C.F.R. Part 154 (2022).

<sup>2</sup> *Electronic Tariff Filings*, 124 FERC ¶ 61,270 (2008) (“Order No. 714”). Order No. 714 at P 42. Order No. 714 states that “Negotiated rate agreements... need not be divided, but can be filed as entire documents.” Great Lakes has elected to file the Amendment as a whole document in PDF format.

\* Persons designated for official service pursuant to Rule 2010.

### **Statement of Nature, Reasons and Basis for Filing**

On March 5, 1999<sup>3</sup> and April 19, 1999, in Docket Nos. RP99-220-000, *et al.*, the Commission approved Section 5.1.4.4 of Rate Schedule FT of Great Lakes' Tariff ("Section 5.1.4.4"), which authorizes Great Lakes to enter into negotiated rate agreements with its shippers.

In accordance with Section 5.1.4.4, Great Lakes is submitting the Amendment<sup>4</sup> between Great Lakes and TransCanada Pipelines Limited ("TransCanada") bearing Service Contract No. FT18966 as tariff record 8.3 ("Contract No. FT18966").

### **Amendment**

Great Lakes and TransCanada have mutually agreed to amend Contract No. FT18966 to reflect a reduction of TransCanada's MDQ from 711,000 to 346,000. Contract No. FT18966, as restated in its entirety, is included in Appendix A to the instant filing as tariff record 8.3.

Great Lakes advises that no undisclosed agreements, etc., are linked to the Amendment.<sup>5</sup> Furthermore, the Amendment included in the instant filing does not contain provisions that are either non-conforming or a material deviation from the applicable Form of Service Agreement in Great Lakes' Tariff.

To conform with Order No. 714, Great Lakes is submitting the Amendment in its entirety as tariff record 8.3 and requesting that the Commission accept the tariff record to become effective November 1, 2022.

### **Effective Date**

Great Lakes respectfully requests that the Commission accept the Amendment included as Appendix A, to become effective November 1, 2022, and respectfully requests waiver of Section 154.207 of the Commission's regulation to allow for this effective date.

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<sup>3</sup> *Great Lakes Gas Transmission Limited Partnership*, 86 FERC ¶ 61,234 (1999).

<sup>4</sup> Contract No. FT18966 was originally filed with the Commission as a negotiated rate agreement and accepted in Docket No. RP18-122-000. See *Great Lakes Gas Transmission Limited Partnership*, Docket No. RP18-122-000 (November 28, 2017).

<sup>5</sup> The Amendment provides all the information required by Section 5.1.4.4 of Great Lakes' Tariff, including: (1) the exact legal name of the shipper; (2) the negotiated rate; (3) the applicable rate schedule; (4) the receipt and delivery points; and (5) the contract quantities.

**Other Filings Which May Affect This Proceeding**

There are no other filings before the Commission that may significantly affect the changes proposed herein.

**Contents of Filing**

In accordance with Section 154.7 of the Commission’s regulations, Great Lakes is submitting the following XML filing package, which includes:

1. This transmittal letter;
2. Clean tariff sections (Appendix A); and
3. Marked tariff record (Appendix B).

**Certificate of Service**

As required by Sections 154.7(b) and 154.208 of the Commission’s regulations, a copy of this filing is being served upon all of Great Lakes’ existing customers and interested state regulatory agencies. A copy of this letter, together with any attachments, is available during regular business hours for public inspection at Great Lakes’ principal place of business.

Pursuant to Section 385.2005 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 of his knowledge and belief. Additionally, the undersigned possesses full power and authority to sign such filing.

Any questions regarding this filing may be directed to Jonathan Scullion at (832) 320-5520.

Respectfully submitted,

GREAT LAKES GAS TRANSMISSION LIMITED PARTNERSHIP

By: Its Operator, TransCanada Northern Border Inc.



Jonathan Scullion  
Manager, Tariffs

Enclosures

# Appendix A

## Clean Tariff Records

*Great Lakes Gas Transmission Limited Partnership  
FERC Gas Tariff, Third Revised Volume No. 1*

**Tariff Sections**

**Version**

8.3 Negotiated Rate Agreements – TransCanada Pipeline Limited (#FT18966)

3.0.0

Great Lakes Transmission Limited Partnership  
FERC NGA Gas Tariff  
Baseline Tariffs  
Proposed Effective Date: November 1, 2022  
Service Agreement TransCanada PipeLines Limited (#FT18966)  
Company Option Code A

## FORM OF TRANSPORTATION SERVICE AGREEMENT

This Transportation Service Agreement (Agreement) is entered into by Great Lakes Gas Transmission Limited Partnership (Transporter) and TransCanada PipeLines Limited (Shipper).

WHEREAS, Shipper has requested Transporter to transport Gas on its behalf and Transporter represents that it is willing to transport Gas under the terms and conditions of this Agreement.

NOW, THEREFORE, Transporter and Shipper agree that the terms below constitute the transportation service to be provided and the rights and obligations of Shipper and Transporter.

1. EFFECTIVE DATE: November 01, 2022
2. CONTRACT IDENTIFICATION: FT18966
3. RATE SCHEDULE: FT
4. SHIPPER TYPE: Other
5. STATE/PROVINCE OF INCORPORATION: Canada
6. TERM: November 01, 2017 to October 31, 2027

### Right of First Refusal:

Transporter and Shipper agree that Shipper may extend the primary term of this Agreement by exercising a Contractual Right of First Refusal, pursuant to the procedures set forth in Section 6.16 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

7. EFFECT ON PREVIOUS CONTRACTS:  
This Agreement supersedes, cancels and terminates, as of the effective date stated above, the following contract(s): Service Agreement dated November 12, 2021 with Contract Identification FT18966.
8. MAXIMUM DAILY QUANTITY (Dth/Day):  
Please see Appendix A for further detail.
9. RATES:  
Unless Shipper and Transporter have agreed to a rate other than the maximum rate, rates shall be Transporter's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule (as stated above) on file with the Commission unless otherwise agreed to by the parties in writing. Provisions governing a Rate other than

the maximum shall be set forth in this Paragraph 9.

Effective November 1, 2020, Shipper and Transporter agree that for service under this agreement from the point(s) of receipt on Appendix A, to the point(s) of delivery listed on Appendix A, the Reservation fee to be charged shall be fixed at \$8.186/Dth plus the applicable utilization, fuel and ACA.

Shipper will receive access to multiple Great Lakes Delivery Points as listed below at the primary path rate:

Belle River Mills, Chippewa, Deward, Farwell and Rattle Run

Where Transporter's general system recourse reservation rate is higher than the fixed, negotiated rate state above, the Transporter may require Shipper to convert its negotiated rate to a discounted reservation rate equal to \$8.186/Dth per month.

Effective November 1, 2021, Shipper and Transporter agree that for service under this agreement from the point(s) of receipt listed on Appendix A, to the point(s) of delivery listed on Appendix A, the Reservation fee to be charged shall be fixed at \$6.996/Dth plus the applicable utilization, fuel and ACA.

Shipper will receive access to multiple Great Lakes Delivery Points as listed below at the primary path rate:

Belle River Mills, Chippewa, Deward, Farwell and Rattle Run

Where Transporter's general system recourse reservation rate is higher than the fixed, negotiated rate stated above, the Transporter may require Shipper to convert its negotiated rate to a discounted reservation rate equal to \$6.996/Dth per month.

**10. POINTS OF RECEIPT AND DELIVERY:**

The primary receipt and delivery points are set forth on Appendix A.

**11. RELEASED CAPACITY: N/A**

**12. INCORPORATION OF TARIFF INTO AGREEMENT:**

This Agreement shall incorporate and in all respects be subject to the "General Terms and Conditions" and the applicable Rate Schedule (as stated above) set forth in Transporter's FERC Gas Tariff, Third Revised Volume No. 1, as may be revised from time to time. Transporter may file and seek Commission approval under Section 4 of the Natural Gas Act

(NGA) at any time and from time to time to change any rates, charges or provisions set forth in the applicable Rate Schedule (as stated above) and the "General Terms and Conditions" in Transporter's FERC Gas Tariff, Third Revised Volume No. 1, and Transporter shall have the right to place such changes in effect in accordance with the NGA, and this Agreement shall be deemed to include such changes and any such changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

13. MISCELLANEOUS:

No waiver by either party to this Agreement of any one or more defaults by the other in the performance of this Agreement shall operate or be construed as a waiver of any continuing or future default(s), whether of a like or a different character.

Any controversy between the parties arising under this Agreement and not resolved by the parties shall be determined in accordance with the laws of the State of Michigan.

14. OTHER PROVISIONS (As necessary):

It is agreed that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any Partner, agent, management official or employee of the Transporter or any director, officer or employee of any of the foregoing, for any obligation of the Transporter arising under this Agreement or for any claim based on such obligation and that the sole recourse of Shipper under this Agreement is limited to assets of the Transporter.

Upon termination of this Agreement, Shipper's and Transporter's obligations to each other arising under this Agreement, prior to the date of termination, remain in effect and are not being terminated by any provision of this Agreement.

Transporter and Shipper agree that, pursuant to Section 6.2.1(h) of the General Terms and Conditions, this Agreement is subject to a Reduction Option as herein described:

After November 20, 2020, Shipper shall have the right to reduce its contractual MDQ, or terminate this contract, effective on November 1st of the applicable year, provided that for any such reduction or termination effective November 1, 2022, 341 days' prior written notice has been given to Great Lakes, and for any such reduction or termination effective November 1 of any year after 2022, 349 days' prior written notice has been given to Great Lakes.

15. NOTICES AND COMMUNICATIONS:

All notices and communications with respect to this Agreement shall be in writing by mail, e-mail, or other means as agreed to by the parties, and sent to the addresses stated below or to any other such address(es) as may be designated in writing by mail, e-mail, or other means similarly agreed to:



ADMINISTRATIVE MATTERS:

Great Lakes Gas Transmission Limited  
Partnership  
Commercial Operations  
700 Louisiana Street, Suite 1300  
Houston, TX 77002-2700

TransCanada PipeLines Limited  
450 1st Street SW  
Calgary, AB T2P 5H1

Attn: Lisa Jamieson

AGREED TO BY:

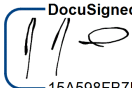
GREAT LAKES GAS TRANSMISSION  
LIMITED PARTNERSHIP

By: Its Operator,  
TransCanada Northern Border Inc.

By:   
A0EF51A630C148B...





Title: Director, Trans. Acct.& Contracts

TransCanada PipeLines Limited

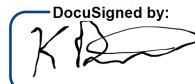
DocuSigned by:  
  
15A598FB7FBA455...

By: Jay White

Title: Vice President



   

TransCanada PipeLines Limited

DocuSigned by:  
  
95EF80A15F534B0...

By: Kevin Dick

Title: Director, Mainline Commercial

Approved as to Form and Content:	
Business	
Legal	

APPENDIX A  
CONTRACT IDENTIFICATION: FT18966

Date: November 01, 2022  
Supersedes Appendix Dated: November 12, 2021

Shipper: TransCanada PipeLines Limited

Maximum Daily Quantity (Dth/Day) per Location:

<u>Begin Date</u>	<u>End Date</u>	<u>Point(s) of Primary Receipt</u>	<u>Point(s) of Primary Delivery</u>	<u>MDQ</u>
11/1/2017	10/31/2022	EMERSON RECEIPT	ST CLAIR DELIVERY	711,000
11/1/2022	10/31/2027	EMERSON RECEIPT	ST CLAIR DELIVERY	346,000

# Appendix B

## Marked Tariff Records

*Great Lakes Gas Transmission Limited Partnership  
FERC Gas Tariff, Third Revised Volume No. 1*

**Tariff Sections**

**Version**

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WHEREAS, Shipper has requested Transporter to transport Gas on its behalf and Transporter represents that it is willing to transport Gas under the terms and conditions of this Agreement.

NOW, THEREFORE, Transporter and Shipper agree that the terms below constitute the transportation service to be provided and the rights and obligations of Shipper and Transporter.

1. EFFECTIVE DATE: ~~November 20, 2020~~November 1, 2022
2. CONTRACT IDENTIFICATION: FT18966
3. RATE SCHEDULE: FT
4. SHIPPER TYPE: Other
5. STATE/PROVINCE OF INCORPORATION: ~~Alberta~~Canada
6. TERM: November 01, 2017 to October 31, 2027

### Right of First Refusal:

Transporter and Shipper agree that Shipper may extend the primary term of this Agreement by exercising a Contractual Right of First Refusal, pursuant to the procedures set forth in Section 6.16 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

7. EFFECT ON PREVIOUS CONTRACTS:  
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8. MAXIMUM DAILY QUANTITY (Dth/Day):  
Please see Appendix A for further detail.
9. RATES:  
Unless Shipper and Transporter have agreed to a rate other than the maximum rate, rates shall be Transporter's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule (as stated above) on file with the Commission unless otherwise agreed to by the parties in writing. Provisions governing a Rate other than

the maximum shall be set forth in this Paragraph 9.

Effective November 1, 2020, Shipper and Transporter agree that for service under this agreement from the point(s) of receipt on Appendix A, to the point(s) of delivery listed on Appendix A, the Reservation fee to be charged shall be fixed at \$8.186/Dth plus the applicable utilization, fuel and ACA.

Shipper will receive access to multiple Great Lakes Delivery Points as listed below at the primary path rate:

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Where Transporter's general system recourse reservation rate is higher than the fixed, negotiated rate state above, the Transporter may require Shipper to convert its negotiated rate to a discounted reservation rate equal to \$8.186/Dth per month.

Effective November 1, 2021, Shipper and Transporter agree that for service under this agreement from the point(s) of receipt listed on Appendix A, to the point(s) of delivery listed on Appendix A, the Reservation fee to be charged shall be fixed at \$6.996/Dth plus the applicable utilization, fuel and ACA.

Shipper will receive access to multiple Great Lakes Delivery Points as listed below at the primary path rate:

Belle River Mills, Chippewa, Deward, Farwell and Rattle Run

Where Transporter's general system recourse reservation rate is higher than the fixed, negotiated rate stated above, the Transporter may require Shipper to convert its negotiated rate to a discounted reservation rate equal to \$6.996/Dth per month.

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(NGA) at any time and from time to time to change any rates, charges or provisions set forth in the applicable Rate Schedule (as stated above) and the "General Terms and Conditions" in Transporter's FERC Gas Tariff, Third Revised Volume No. 1, and Transporter shall have the right to place such changes in effect in accordance with the NGA, and this Agreement shall be deemed to include such changes and any such changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

13. MISCELLANEOUS:

No waiver by either party to this Agreement of any one or more defaults by the other in the performance of this Agreement shall operate or be construed as a waiver of any continuing or future default(s), whether of a like or a different character.

Any controversy between the parties arising under this Agreement and not resolved by the parties shall be determined in accordance with the laws of the State of Michigan.

14. OTHER PROVISIONS (As necessary):

It is agreed that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any Partner, agent, management official or employee of the Transporter or any director, officer or employee of any of the foregoing, for any obligation of the Transporter arising under this Agreement or for any claim based on such obligation and that the sole recourse of Shipper under this Agreement is limited to assets of the Transporter.

Upon termination of this Agreement, Shipper's and Transporter's obligations to each other arising under this Agreement, prior to the date of termination, remain in effect and are not being terminated by any provision of this Agreement.

Transporter and Shipper agree that, pursuant to Section 6.2.1(h) of the General Terms and Conditions, this Agreement is subject to a Reduction Option as herein described:

After November 20, 2020, Shipper shall have the right to reduce its contractual MDQ, or terminate this contract, effective on November 1st of the applicable year, provided that [for any such reduction or termination effective November 1, 2022, 341 days' prior written notice has been given to Great Lakes, and for any such reduction or termination effective November 1 of any year after 2022, 349 days' prior written notice has been given to Great Lakes.](#)

15. NOTICES AND COMMUNICATIONS:

All notices and communications with respect to this Agreement shall be in writing by mail, e-mail, or other means as agreed to by the parties, and sent to the addresses stated below or to any other such address(es) as may be designated in writing by mail, e-mail, or other means similarly agreed to:

ADMINISTRATIVE MATTERS:

Great Lakes Gas Transmission Limited  
Partnership  
Commercial Operations  
700 Louisiana Street, Suite 700  
Houston, TX 77002-2700

TransCanada PipeLines Limited  
450 1st Street SW  
Calgary, AB T2P 5H1

Attn: Lisa Jamieson

AGREED TO BY:

GREAT LAKES GAS TRANSMISSION  
LIMITED PARTNERSHIP  
By: Great Lakes Gas Transmission Company

TransCanada PipeLines Limited

By:

By:

Title:

Title:

By:

Title:



APPENDIX A  
CONTRACT IDENTIFICATION: FT18966

Date: November ~~01, 2022~~~~20, 2020~~

Supersedes Appendix Dated: November 1~~2~~~~3~~, 2021~~0~~

Shipper: TransCanada PipeLines Limited

Maximum Daily Quantity (Dth/Day) per Location:

<u>Begin Date</u>	<u>End Date</u>	<u>Point(s) of Primary Receipt</u>	<u>Point(s) of Primary Delivery</u>	<u>MDQ</u>
11/1/2017	10/31/2027	EMERSON RECEIPT	ST CLAIR DELIVERY	711,000
<u>11/1/2022</u>	<u>10/31/2027</u>	<u>EMERSON RECEIPT</u>	<u>ST CLAIR DELIVERY</u>	<u>346,000</u>