



April 1, 2019

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

Great Lakes Gas Transmission Company
700 Louisiana Street, Suite 700
Houston, Texas 77002-2700

John A. Roscher
Director, Rates & Tariffs

tel 832.320.5675
email John_Roscher@TransCanada.com
web www.gtgt.com/indexf.htm

Re: Great Lakes Gas Transmission Limited Partnership
Negotiated Rate Agreement
Docket No. RP19-_____ - _____

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,¹ Great Lakes Gas Transmission Limited Partnership (“Great Lakes”) hereby tenders for filing and acceptance revised tariff section “Part 1 – Table of Contents” to be part of its FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”), and one (1) tariff record containing a Rate Schedule FT (“FT”) negotiated rate service agreement (“Agreement”) that Great Lakes has entered into with SEMCO Energy, Inc DBA SEMCO Energy Gas Company (“SEMCO”), all of which are included herein as Appendix A. Great Lakes requests that the Commission accept the proposed tariff section and tariff record, included herein as Appendix A,² to be effective April 1, 2019.

¹ 18 C.F.R. Part 154 (2017).

² *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 Agreement included herein as a whole document, in PDF format.

Correspondence

The names, titles, mailing addresses, and telephone numbers of those persons to whom correspondence and communications concerning this filing should be addressed are as follows:

John A. Roscher Director, Rates & Tariffs	* David R. Hammel Director, U.S. Legal Great Lakes Gas Transmission Limited Partnership 700 Louisiana Street, Suite 700 Houston, Texas 77002-2700 Tel. (832) 320-5861 E-mail: dave_hammel@transcanada.com
* David H. Brown Manager, Tariffs Great Lakes Gas Transmission Limited Partnership 700 Louisiana Street, Suite 700 Houston, Texas 77002-2700 Tel. (832) 320-5512 E-mail: david_brown@transcanada.com	

* Persons designated for official service pursuant to Rule 2010.

Statement of the Nature, Reasons and Basis for Filing

On March 5, 1999,³ 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 authorized Great Lakes to enter into negotiated rate agreements with its shippers.

In accordance with Section 5.1.4.4, Great Lakes is submitting for filing the referenced Agreement as more fully described below:

- Great Lakes is filing SEMCO Contract No. 20216 as a Rate Schedule FT negotiated rate service agreement because the parties have mutually agreed that the Reservation Charge from the point(s) of primary receipt to the point(s) of primary delivery as listed in Appendix A to the Agreement shall be fixed at \$6.087 per dekatherm plus the applicable utilization fee, fuel, and ACA. Contract No. 20216 is included in Appendix A as tariff record 8.1.

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

Great Lakes advises that no undisclosed agreements, etc., are linked to the Agreement.⁴ Furthermore, the Agreement included in the instant filing does not contain any provision that is 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 Agreement in its entirety as tariff record 8.1, and requesting that the Commission accept the tariff record to be effective April 1, 2019.

Effective Date and Request for Waiver

GLGT respectfully requests that the Commission accept the Agreement, included as Appendix A, to be effective April 1, 2019, and respectfully requests waiver of Section 154.207 of the Commission's regulations to allow for this effective date.⁵

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 and Order No. 714, Great Lakes is submitting the following XML filing package, which includes:

1. This transmittal letter;
2. A clean tariff section and tariff record (Appendix A); and
3. A marked tariff section (Appendix B).

⁴ Great Lakes has elected to report the Agreement by filing it in accordance with Section 5.1.4.4. The Agreement provides all of the information required by Section 5.1.4.4, 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.

⁵ See *Statement of Policy on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Services of Natural Gas Pipelines*, 74 FERC ¶ 61,176 at 61,241-242 (1996) (indicating that the Commission will "readily grant requests to waive the 30-day notice requirement").

Certificate of Service

As required by Sections 154.7(b) and 154.208 of the Commission's regulations, copies of this filing are being served on 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, 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. The undersigned possesses full power and authority to sign such filing.

Any questions regarding this filing may be directed to David Brown at (832) 320-5512.

Respectfully submitted,

GREAT LAKES GAS TRANSMISSION LIMITED PARTNERSHIP
BY: GREAT LAKES GAS TRANSMISSION COMPANY, ITS OPERATOR

A handwritten signature in cursive script that reads "John A. Roscher". The signature is written in black ink and has a long horizontal flourish extending to the right.

John A. Roscher
Director, Rates & Tariffs

Enclosures

Appendix A

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

Clean Tariff

<u>Tariff Section</u>	<u>Version</u>
Part 1 – Table of Contents	v.10.0.0

Tariff Records

Section 8 - Negotiated Rate Agreements

<u>Tariff Record</u>	<u>Shipper</u>	<u>Rate Schedule</u>	<u>Agreement</u>	<u>Version</u>
8.1	SEMCO Energy, Inc DBA SEMCO Energy Gas Company	FT	#20216	v.2.0.0

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Transportation Service Agreement
Rate Schedule FT

SEMCO Energy, Inc DBA SEMCO Energy Gas Company
(#20216)

Agreement Effective Date: April 1, 2019

FORM OF TRANSPORTATION SERVICE AGREEMENT

This Transportation Service Agreement (Agreement) is entered into by Great Lakes Gas Transmission Limited Partnership (Transporter) and SEMCO Energy, Inc DBA SEMCO Energy Gas Company (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: September 21, 2018
2. CONTRACT IDENTIFICATION: 20216
3. RATE SCHEDULE: FT
4. SHIPPER TYPE: LDC/Distributor
5. STATE/PROVINCE OF INCORPORATION: Michigan
6. TERM: April 01, 2019 to October 31, 2023

Right of First Refusal:

Not Applicable to this Agreement.

7. EFFECT ON PREVIOUS CONTRACTS:
This Agreement supersedes, cancels and terminates, as of the effective date stated above, the following contract(s):
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.

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 Charge shall be fixed at \$6.087.

In addition to the Reservation Charge, Shipper shall pay the utilization charge for volumes transported equal to the maximum Utilization Fee, plus the ACA charge as applicable in accordance with Great Lakes' Tariff.

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.

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

SEMCO Energy, Inc DBA SEMCO
Energy Gas Company
1411 Third Street
Suite A
Port Huron, MI 48060

Attn: Walt Fitzgerald

AGREED TO BY:

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

By: *Kay Lunsion*
Title: *Director, Transportation
Accounting & Contracts*

SEMCO Energy, Inc DBA SEMCO
Energy Gas Company

By: *Daniel J. Forsyth*
Title: VP of Business Services

Walt Fitzgerald
9/24/18

JR 9/24/18
PS 9-26-18
CCW 9-28-18

APPENDIX A
CONTRACT IDENTIFICATION: 20216

Date:
Supersedes Appendix Dated:

Shipper: SEMCO Energy, Inc DBA SEMCO Energy Gas Company

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>
4/1/2019	10/31/2019	DEWARD RECEIPT	ARNOLD ROAD	30,510
11/1/2019	3/31/2020	DEWARD RECEIPT	ARNOLD ROAD	0
4/1/2020	10/31/2020	DEWARD RECEIPT	ARNOLD ROAD	30,510
11/1/2020	3/31/2021	DEWARD RECEIPT	ARNOLD ROAD	0
4/1/2021	10/31/2021	DEWARD RECEIPT	ARNOLD ROAD	30,510
11/1/2021	3/31/2022	DEWARD RECEIPT	ARNOLD ROAD	0
4/1/2022	10/31/2022	DEWARD RECEIPT	ARNOLD ROAD	30,510
11/1/2022	3/31/2023	DEWARD RECEIPT	ARNOLD ROAD	0
4/1/2023	10/31/2023	DEWARD RECEIPT	ARNOLD ROAD	30,510

Appendix B

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

Marked Tariff

<u>Tariff Section</u>	<u>Version</u>
Part 1 – Table of Contents	v.10.0.0

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