



March 18, 2022

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

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

Re: **Great Lakes Gas Transmission Limited Partnership, Docket No. RP17-598-___**
Petition for Approval of Amended and Restated Stipulation and Agreement of Settlement

Dear Ms. Bose:

Pursuant to Rule 207(a)(5) of the Rules of Practice and Procedure of the Federal Energy Regulatory Commission ("Commission"), 18 C.F.R. § 385.207(a)(5), Great Lakes Gas Transmission Limited Partnership ("Great Lakes") hereby submits for filing and approval:

- Petition of Great Lakes for Approval of Amended and Restated Stipulation and Agreement of Settlement ("Petition") requesting Commission approval of the Amended and Restated Stipulation and Agreement of Settlement ("Settlement"); and
- The Settlement, which Great Lakes believes is supported or unopposed.

Great Lakes is serving copies of this letter and attachments to all customers and interested state commissions. Although unaware of any required waivers, Great Lakes respectfully requests that the Commission grant any waivers that the Commission may deem necessary to approve the Settlement as proposed on an expedited basis.

Respectfully Submitted,

/s/ Dave Hammel

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Enclosures

**UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION**

Great Lakes Gas Transmission)
Limited Partnership)

Docket No. RP17-598-___

**UNOPPOSED PETITION OF GREAT LAKES GAS TRANSMISSION LIMITED
PARTNERSHIP FOR APPROVAL OF AMENDED AND RESTATED STIPULATION
AND AGREEMENT OF SETTLEMENT**

Pursuant to Rule 207(a)(5) of the Federal Energy Regulatory Commission’s (“FERC” or “Commission”) Rules of Practice and Procedure, 18 C.F.R. § 385.207(a)(5), Great Lakes Gas Transmission Limited Partnership (“Great Lakes”) hereby petitions the Commission for approval of the accompanying Amended and Restated Stipulation and Agreement of Settlement (“Settlement”), by which Great Lakes and the Settling Parties have agreed to maintain existing recourse rates through October 31, 2025. Great Lakes believes that the Settlement is supported or unopposed.

**I.
CORRESPONDENCE AND COMMUNICATION**

All correspondence and communications regarding this filing should be addressed to the following:

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II. BACKGROUND

On March 31, 2017, Great Lakes submitted a general rate case filing pursuant to Section 4 of the NGA and Article IV.A. of the Stipulation and Agreement dated September 27, 2013, in Docket No. RP13-1367-000.¹ Over the next several months, Great Lakes worked with the Settling Parties to reach a mutually agreeable settlement that was filed with the Commission for approval on October 30, 2017, in the above-captioned docket (“2017 Settlement”). Among other things, the 2017 Settlement established revised recourse rates and obligated Great Lakes to file a general Section 4 rate case by March 31, 2022, with revised rates becoming effective no later than October 1, 2022. The Commission approved the 2017 Settlement on February 22, 2018,² placing the settled rates into effect as of January 1, 2018.

Early in 2022, in the midst of preparing to file the general Section 4 rate case required by Article V.B. of the 2017 Settlement, Great Lakes initiated discussions with shippers regarding a potential extension of Great Lakes’ filing requirement established pursuant to the 2017 Settlement. Following several rounds of engagement, Great Lakes and the Settling Parties were able to reach an agreement to extend the 2017 Settlement Article V.B. filing deadline by three years and one month to April 30, 2025 and to maintain existing recourse rates through October 31, 2025, as further explained below and in the attached Settlement.

III. PETITION FOR APPROVAL

Great Lakes and the Settling Parties have engaged in settlement negotiations and agree that the attached Settlement satisfies Great Lakes’ Section 4 rate filing obligation contained in the 2017 Settlement. The Commission has encouraged natural gas companies and their customers to resolve

¹ *Great Lakes Gas Transmission Limited Partnership*, 145 FERC ¶ 61,126 (2013)

² *Great Lakes Gas Transmission Limited Partnership*, 162 FERC ¶ 61,152 (2018).

differences over rates before making any filing with the Commission,³ because it enables the quick processing of a rate change “without the expense of a hearing and lengthy litigation.”⁴ Here, the Settlement successfully resolves issues that may have been in dispute in a practical and mutually agreeable fashion, eliminating the need for time-consuming and costly testimony, discovery, hearing, and briefing of the matters resolved while holding the current rates steady. The Settlement maintains the recourse rates set forth in Great Lakes’ FERC Gas Tariff, Third Revised Volume No. 1 through October 31, 2025, and imposes certain moratorium provisions on Great Lakes and the Settling Parties, as further described in Article V of the Settlement. The avoidance of litigation and resulting better use of resources is a valuable outcome, benefiting the participants, the Commission, and the public interest. Therefore, Great Lakes submits that the Settlement is in the public interest and should be approved as proposed, without modification or condition.

IV. CONCLUSION

WHEREFORE, Great Lakes respectfully requests that the Commission approve the Settlement, which maintains existing recourse rates through October 31, 2025 and in which Great Lakes and the Settling Parties agree to certain moratorium provisions. Great Lakes further requests that the Commission grant any other authorizations or waivers that may be necessary to grant, and allow Great Lakes to implement, the relief requested herein.

³ See *Dominion Transmission, Inc.*, 111 FERC ¶ 61,285 (2005).

⁴ *Id.* at P 30.

Respectfully Submitted

/s/ Dave Hammel

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March 18, 2022

**UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION**

Great Lakes Gas Transmission)
Limited Partnership) Docket No. RP17-598-__

**AMENDED AND RESTATED
STIPULATION AND AGREEMENT OF SETTLEMENT**

Pursuant to Rule 602 of the Federal Energy Regulatory Commission’s (“FERC” or the “Commission”) Rules of Practice and Procedure, 18 C.F.R. § 385.602 (2021), Great Lakes Gas Transmission Limited Partnership (“Great Lakes”) submits this Amended and Restated Stipulation and Agreement of Settlement (the “Settlement”). The Settlement maintains the recourse rates set forth in Great Lakes’ FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”) through October 31, 2025.¹ Great Lakes and the Settling Parties (as defined in Article III.A., below) have agreed that the filing of this Settlement satisfies Great Lakes’ rate filing obligation pursuant to Article V.B. of the prior settlement entered and approved by the Commission in Great Lakes’ general rate case proceeding in Docket No. RP17-598-000 (the “2017 Settlement”). Great Lakes and the Settling Parties stipulate and agree to the following:

**ARTICLE I
PROCEDURAL HISTORY**

A. On March 31, 2017, Great Lakes submitted a general rate case filing pursuant to Section 4 of the Natural Gas Act (“NGA”)² and to Article IV.A. of the Stipulation and Agreement dated September 27, 2013, in Docket No. RP13-1367-000 (“2013 Settlement”)³ (the “Rate Filing”), containing proposed tariff records to reflect a system-wide general change in Great

¹ That is unless new rates become effective sooner as the result of a Commission initiated proceeding pursuant to Section 5 of the NGA, as stated in Article V.A.

² 15 U.S.C. 717c.

³ See *Great Lakes Gas Transmission Limited Partnership*, 145 FERC ¶ 61,126 (2013).

Lakes' rates and additional changes to Great Lakes' rate schedules and General Terms and Conditions within its Tariff. Among other things, Great Lakes proposed in the Rate Filing to restate its base transportation rates (maximum recourse rates) for Tariff Rate Schedules FT, IT, MC, LFT, and EFT, and to eliminate references to the 2013 Settlement from its Tariff.

B. Certain parties protested Great Lakes' Rate Filing on various grounds and requested more time to fully evaluate the proposals therein.

C. On April 24, 2017, Great Lakes hosted an informal settlement meeting to which all intervenors were invited, providing a meeting room in Washington, D.C. and a telephone conference number to allow remote participation.⁴ At that meeting, Great Lakes and participating intervenors discussed Great Lakes' Rate Filing and possible paths to settlement.

D. On April 26, 2017, the Office of Energy Market Regulation ("OEMR") issued a delegated letter order accepting and suspending Great Lakes' proposed tariff sections, to be effective October 1, 2017, subject to refund (the "Suspension Order"). In the Suspension Order, OEMR also set the Rate Filing for a trial-type evidentiary hearing, but held the hearing in abeyance and directed the Chief Administrative Law Judge to appoint a settlement judge to assist the parties in trying to reach settlement before beginning hearing procedures.

E. The Honorable H. Peter Young was designated as the Settlement Judge ("Settlement Judge") by order of the Chief Administrative Law Judge issued on May 2, 2017. Great Lakes responded to informal discovery requests sponsored by Trial Staff. The active participants exchanged multiple settlement offers and participated in settlement conferences in Washington, D.C. on August 23, 2017, and September 13-14, 2017. As a result of those discussions, Great Lakes and the active parties reached an agreement in principle to settle all issues

⁴ At that time, the Commission's Trial Staff ("Trial Staff") had not yet been assigned.

in the rate case based on the terms reflected in the 2017 Settlement. On October 18, 2017, Judge Young reported to the Commission that the parties had reached a settlement in principle.

F. On September 29, 2017, Great Lakes moved to place the rates reflected in its Rate Filing into effect on October 1, 2017, subject to refund (the “Motion Rates”). Also on September 29, 2017, Great Lakes moved to supersede, effective October 1, 2017, the Motion Rates and to place into effect alternative rates agreed to by the parties on an interim basis.

G. On October 30, 2017, the 2017 Settlement was filed. The Commission approved the 2017 Settlement on February 22, 2018,⁵ placing the settled rates into effect as of January 1, 2018. Article V.B. of the 2017 Settlement obligated Great Lakes to file a general Section 4 rate case by March 31, 2022, with revised rates becoming effective no later than October 1, 2022.

H. Starting in early 2022, in the midst of preparing to file the general Section 4 rate case required by Article V.B of the 2017 Settlement, Great Lakes initiated discussions with shippers regarding a potential extension of Great Lakes’ filing requirement. Following several rounds of engagement, Great Lakes and the Settling Parties were able to reach an agreement to extend the 2017 Settlement Article V.B. filing deadline by three years and one month until April 30, 2025, and to maintain existing recourse rates through October 31, 2025.

ARTICLE II INDIVISIBILITY OF SETTLEMENT TERMS/BLACK BOX SETTLEMENT

A. Great Lakes and the Settling Parties have engaged in settlement negotiations and agree that this Settlement satisfies Great Lakes’ Section 4 rate filing obligation contained in the 2017 Settlement. The Settlement is a compromise among many parties with diverse and often

⁵ *Great Lakes Gas Transmission Limited Partnership*, 162 FERC ¶ 61,152 (2018).

conflicting interests. It is an integrated package, and Great Lakes and the Settling Parties request that it be approved in its entirety, without modification.

B. The Settlement Rates, depreciation rates, and negative salvage percentages set forth in Articles VI.A. and VII, respectively, are “black box” rates in the sense that there is no agreement on any underlying assumptions or methodologies for deriving the Settlement Rates, depreciation rates, or negative salvage percentages.

ARTICLE III SETTLING PARTIES AND CONTESTING PARTIES

A. Settling Parties

A “Settling Party” is any party or shipper on Great Lakes that is not a Contesting Party (as defined in Article III.B, below).⁵ References to Settling Party or Parties within this document do not include Great Lakes, though Great Lakes is a party to this Settlement.

B. Contesting Parties

1. Any party, excluding Great Lakes, shall become a Contesting Party on the date that it:

- (a) files any pleading at the Commission opposing or seeking to condition or modify this Settlement as a whole or any of its provisions;
- (b) provides notice as set forth in Article IV.A.5. that it elects to become a Contesting Party; or
- (c) takes any action inconsistent with the terms of the Settlement.

2. Subject to Article III.B.4., Contesting Parties shall forego any and all rights or obligations under the Settlement. Great Lakes retains all rights to file base rate or any other base or tariff changes pursuant to Section 4 of the NGA that will be applicable to all Contesting

⁵ The parties listed in Appendix A have indicated that they support or do not oppose the Settlement.

Parties, notwithstanding anything to the contrary in this Settlement. Any Commission orders related to such NGA Section 4 filing that are otherwise precluded by the Settlement shall only become effective as to Contesting Parties. Further, the Settlement Rates (as defined in Article VI.A.) are not subject to modification as a result of the outcome of any rate litigation involving a Contesting Party.

3. To the extent that Settling Parties and Contesting Parties are subject to different applicable maximum recourse rates, the following shall apply:

- (a) the rate that an existing customer must match to retain its existing capacity under the right of first refusal process, or that any bidder must bid to obtain that capacity, shall be based on the maximum recourse rate that is applicable to the existing shipper's contract; and
- (b) to the extent that a maximum recourse rate applies to a capacity release, the maximum recourse rate that will be applicable to the replacement shipper shall be the maximum recourse rate that is applicable to the releasing shipper's contract.

4. Nothing herein shall constitute a waiver of any party's rights to request the Commission to approve the Settlement as an overall package over the objection of a Contesting Party, or preclude the Commission from doing so.

ARTICLE IV SETTLEMENT EFFECTIVENESS

A. Effective Date

1. This Settlement shall satisfy the requirement in Article V.B. of the 2017 Settlement that Great Lakes file a general Section 4 rate case by March 31, 2022, with revised rates becoming effective no later than October 1, 2022. The provisions of this Settlement are not severable and will become binding and effective on the "Effective Date," which shall be determined as follows:

- (a) if the Commission issues an order approving this Settlement without modification(s) and/or condition(s), the Effective Date shall be the

date of the order approving this Settlement;

- (b) if the Commission issues an order approving this Settlement with modification(s) or condition(s), and neither any Settling Party nor Great Lakes provides notice pursuant to the first sentence of Article IV.A.2., the Effective Date shall be the fifteenth (15th) calendar day after the date of the order approving this Settlement;
- (c) if the Commission issues an order approving this Settlement with modification(s) or condition(s), and any Settling Party or Great Lakes provides notice pursuant to the first sentence of Article IV.A.2., the Effective Date shall be as specified in Article IV.A.2.

2. If the Commission issues an order approving this Settlement subject to a modification or condition that materially and adversely affects any provision of this Settlement, as determined by the affected Settling Party or Great Lakes in its reasonable discretion, the Settling Party or Great Lakes shall so notify the other participants within fourteen (14) calendar days of the date of such a Commission order. Upon that notice, the Settling Parties and Great Lakes will engage in a good faith meet-and-confer process to: (i) determine whether the Commission-imposed modification(s) or condition(s) can be accepted by all Settling Parties and Great Lakes, or, if not, (ii) make changes to the Settlement as are necessary so it is acceptable to all Settling Parties and Great Lakes (the changed settlement shall be referred to as the “Revised Settlement”).

- (a) If within twenty-one (21) calendar days of the date of the Commission order the Settling Parties and Great Lakes are unable to agree as provided for in (i) or (ii) in the preceding paragraph, then the obligation to meet and confer in good faith shall cease, and the Effective Date shall be the twenty-eighth (28th) calendar day after the date of the Commission order approving the Settlement, subject to the rights of Great Lakes and the Settling Parties as set forth in Articles IV.A.3., IV.A.4., and IV.A.5., respectively.
- (b) If as a result of the good faith meet-and-confer process, all Settling Parties and Great Lakes agree that they can accept the Commission-imposed modification(s) or condition(s), the Effective Date shall be the twenty-eighth (28th) calendar day after the date of the Commission order approving the Settlement.
- (c) If as a result of the good faith meet-and-confer process, the Settling

Parties and Great Lakes agree within twenty-eight (28) calendar days after the date of the Commission order to a Revised Settlement, the Revised Settlement shall be filed with the Commission and this Settlement shall not take effect.

3. If an order approving the Settlement requires a modification(s) or imposes a condition(s) that materially and adversely affects Great Lakes, as determined by Great Lakes in its reasonable discretion, then within thirty (30) calendar days of the date of the Commission order and following the good-faith meet-and-confer process prescribed in Article IV.A.2. above, Great Lakes shall provide notice to all participants to the proceeding stating whether it will seek rehearing or clarification of the Commission order or withdraw the Settlement. If Great Lakes elects to withdraw the Settlement, it shall provide written notice of withdrawal of the Settlement to the Commission and all participants in this proceeding within thirty (30) days of the date of the Commission order. If Great Lakes does not withdraw the Settlement, then the Settlement shall become effective with the modification(s) or condition(s) required by the Commission, on the thirty-first (31st) day following the Commission order, subject to the outcome of any request for rehearing/clarification or appeal filed by Great Lakes.

4. Within seven (7) calendar days of the date on which a Commission order denying such a request for rehearing/clarification pursuant to Article IV.A.3. becomes a Final Order, as defined below, Great Lakes shall have the option to withdraw the Settlement by providing written notice of withdrawal of the Settlement to the Commission and all participants in this proceeding.

5. If an order approving the Settlement requires a modification(s) or imposes a condition(s) that materially and adversely affects any Settling Party, as determined by the Settling Party in its reasonable discretion, then within thirty (30) calendar days of the issuance of the

Commission order and following the good-faith meet-and-confer process prescribed in Article IV.A.2. above, the Settling Party shall provide notice to all participants of one (1) of the following:

- (a) The Settling Party will continue to be bound by the Settlement and will not seek rehearing or clarification;
- (b) The Settling Party will continue to be bound by the Settlement and will seek rehearing or clarification of the Commission order(s); or
- (c) The Settling Party will become a Contesting Party.

If the Settling Party elects to continue to be bound by the Settlement, then the Settlement is effective as to the Settling Party with the modification(s) or condition(s) required by the Commission, subject to the outcome of any request for rehearing/clarification or appeal filed by the Settling Party. Filing a request for rehearing or clarification that is consistent with the Settlement does not constitute notice of intent to become a Contesting Party. A Settling Party may also elect to become a Contesting Party within seven (7) calendar days after an order denying the Settling Party's request for rehearing/clarification or appeal by providing written notice to all participants to the proceeding that it elects to become a Contesting Party. Within seven (7) calendar days of receipt of a notice that a Settling Party elects to become a Contesting Party, Great Lakes shall have the option, but not the obligation, to withdraw the Settlement by providing written notice of withdrawal of the Settlement to the Commission and all participants in this proceeding.

6. For purposes of this Settlement, a "Final Order" is an order by the Commission for which no request for rehearing or petition for review or certiorari is pending and for which the statutory time period within which to seek rehearing, review or certiorari has expired.

B. Effect of Withdrawal of the Settlement by Great Lakes or Rejection by the Commission or a Court

Any written notice of withdrawal permitted by the Settlement and provided by Great Lakes, or any rejection of the Settlement by the Commission or a court of competent jurisdiction, shall

cause the Settlement to be terminated and to become null and void, and all parties shall be returned to the status quo as it existed prior to March 31, 2022; provided, however, that Great Lakes shall be required to file a general Section 4 rate case no later than the end of the month that is six (6) months following the month in which the Settlement is withdrawn or rejected. No former Settling Party shall oppose Great Lakes' action of filing a general Section 4 rate case, but former Settling Parties retain all rights to litigate the justness and reasonableness of the new rates and any other tariff changes that Great Lakes will file.

ARTICLE V
TERM, MANDATORY FILING REQUIREMENT, MORATORIUM AND TIMING

A. Term

1. The term of the Settlement shall begin on the Effective Date and shall terminate when new proposed rates become effective as the result of a general rate change filing by Great Lakes pursuant to Section 4 of the NGA or a Commission order establishing new generally applicable rates for Great Lakes pursuant to Section 5 of the NGA.

B. Mandatory Rate Filing Requirement

1. Great Lakes shall file a general rate case pursuant to Section 4 of the NGA no later than April 30, 2025, such that the filed rates proposed in a general Section 4 rate case will be effective no later than November 1, 2025. However, Great Lakes' obligation under this provision shall be extinguished in the event that before April 30, 2025:

- (a) Great Lakes files for Commission approval of a general rate settlement as a result of reaching agreement with its shippers in lieu of a general Section 4 rate case, or
- (b) the Commission has instituted an investigation of Great Lakes' rates under Section 5 of the NGA.

C. Moratorium

1. The period from the Effective Date until October 31, 2025, is referred to herein as the “Moratorium.”

2. Except in accordance with this Article V.C., Great Lakes hereby waives and relinquishes its rights under Section 4 of the NGA to initiate, undertake, pursue, seek, advocate, support, aid or abet any effort to implement a change, adjustment, increase, or modification to the Settlement Rates, as referenced in Article VI.A., or new surcharges, including a modernization tracker or similar surcharge, that would be effective during the Moratorium, pursuant to Section 4 of the NGA; provided, however, that the waiver effectuated by this Article V.C.2. does not preclude Great Lakes from:

- (a) making any filing allowed under Article V.C.4. or Article V.C.5, or
- (b) making any filing under Section 4 of the NGA for the purpose of seeking a change or adjustment to Great Lakes’ rates or terms and condition of service effective on or after November 1, 2025.

3. Each Settling Party, and any successor, assignee (including shippers acquiring capacity by capacity release) or affiliate of such Settling Party, whether acting individually, with others or in support of others, hereby waives and relinquishes its rights under Section 5 of the NGA to initiate, undertake, pursue, seek, or support any effort to implement a change or adjustment to modify, restrict, encumber, reduce or otherwise change in any way the Settlement Rates or any other charges or surcharges that would become effective during the Moratorium, pursuant to Section 5 of the NGA; provided, however, that the waiver effectuated by this Article V.C.3. does not preclude such Settling Party from:

- (a) making any filing allowed under Article V.C.4. or Article V.C.6.,
- (b) making any filing under Section 5 for the purpose of seeking a change or adjustment to Great Lakes’ rates or terms and conditions of service effective on or after November 1, 2025, or

- (c) participating fully in any Section 5 investigation of Great Lakes' rates instituted by the Commission.

4. During the Moratorium, and provided that any such activity is not inconsistent with the provisions of this Settlement, Great Lakes and any other Settling Party shall be free to:

- (a) petition to initiate rulemaking proceedings of general industry-wide applicability;
- (b) actively participate in any rulemaking, notice of inquiry, or similar proceeding of general applicability before the Commission ("Commission Rulemaking");
- (c) petition for and actively participate in judicial appeals or remands of Commission Rulemaking proceedings; and
- (d) participate in any other Commission proceeding.

5. During the Moratorium, Great Lakes may take any action and make any filing not inconsistent with this Settlement, including the actions listed in Article V.C.5(a) through (d) below. Parties may not challenge Great Lakes' right to make such filings, but may otherwise take any position with respect to such filings. Great Lakes may:

- (a) file tariff provisions or make any filing:
 - (i) mandated by legislation or regulations, or
 - (ii) to comply with the requirements of any order resulting from any Commission Rulemaking proceeding(s) or any Commission order requiring general applicability;
- (b) make any filing pursuant to Sections 4 or 7 of the NGA not inconsistent with the terms of the Settlement for the following:
 - (i) proposing to construct and operate new facilities or to provide new service(s) not covered by the Settlement;
 - (ii) proposing any incremental rate, maximum recourse rate and/or rate schedule associated with such new facilities or new service(s); or
 - (iii) proposing new or revised rate schedules or terms or

conditions of service that do not change the Settlement Rates or implement a new surcharge, other than a new surcharge as may be required pursuant to Article V.C.5(a), above;

- (c) provide discounts to the Settlement Rates; and
- (d) enter into negotiated rate agreements.

6. During the Moratorium, Settling Parties shall have the right to make any NGA Section 5 filing not prohibited by the Settlement and, subject to the limitations set forth in Article V.C.3. and Article V.C.5. above, shall have the right to challenge any filing made by Great Lakes pursuant to Article V.C.4 or Article V.C.5 above.

ARTICLE VI SETTLEMENT RATES

A. Settlement Rates

1. Great Lakes' existing base transportation rates (maximum recourse rates) for Tariff Rate Schedules FT, IT, MC, LFT, and EFT that became effective pursuant to the 2017 Settlement shall continue in effect until the termination of the Settlement pursuant to Article V.A ("Settlement Rates").

ARTICLE VII DEPRECIATION AND NEGATIVE SALVAGE

Great Lakes will continue to apply the following depreciation rates and negative salvage percentages for regulatory accounting purposes:

Transmission function	1.27%
Account Nos. 392.3 and 392.4	0.00%
GIS Intangible Plant (7-Year Life)	7.15%
Negative Salvage	0.15%

A Final Order approving the Settlement shall constitute all necessary authority, including under Sections 8 and 9 of the NGA, for Great Lakes to apply the depreciation rates and negative salvage percentages set forth in this Article VII.

ARTICLE VIII ROLL-IN

Upon the Effective Date of the 2017 Settlement, the following expansion facilities were deemed to be permanently rolled in: (i) the RG&E I Project (Docket No. CP90-1389-000), (ii) the RG&E II Project (Docket No. CP91-1884-000), and (iii) the 1991 Expansion Project (Docket No. CP91-1634-000).

ARTICLE IX INCOME TAXES

Great Lakes will comply with any Commission-mandated, industry-wide requirement to modify existing rates to reflect (i) statutory changes in corporate income tax rates and/or (ii) Commission policy with respect to recovery of income tax allowances for master limited partnerships and/or pass-through entities.

ARTICLE X FUEL TRACKER MECHANISM

Great Lakes shall continue to apply the procedures reflected in the Great Lakes Tariff Sections 6.3.1 (General Nomination Guidelines) and 6.27 (Transporter's Use) governing Great Lakes' mechanism for recovering costs of compressor fuel, unaccounted gas and other operating usage. If any dispute arises concerning Great Lakes' posted fuel schedules and percentages that the parties are unable to resolve, the parties shall seek to resolve the dispute through recourse to the FERC alternative dispute resolution procedures (18 C.F.R. § 385.604 (2021)). This process will not alter the way fuel costs are currently allocated by Great Lakes.

ARTICLE XI
THE SETTLEMENT SUPERSEDES THE 2013 AND 2017 SETTLEMENTS

A. Subject to Article IV.B., the Settling Parties agree that as of the Effective Date, the 2013 Settlement and the 2017 Settlement are superseded in their entirety by the Settlement and shall be null and void, and no provision of the 2013 Settlement or the 2017 Settlement will continue to have any force or effect or be binding on any entity, party, or Settling Party; provided, however, that the provisions in Article VII of the 2013 Settlement governing seasonal rates are not superseded by the Settlement and shall survive for purposes of the Settlement and no entity, party, or Settling Party may challenge such provisions. However, the Settlement does not effectuate changes to Great Lakes' existing tariff other than those set forth herein.

ARTICLE XII
MISCELLANEOUS

A. **Settlement is Non-Binding Until Effective**

Neither Great Lakes nor any Settling Party shall be bound or prejudiced by any part of this Settlement, unless it becomes effective in accordance with the provisions hereof.

B. **Settlement Has No Precedential Value**

1. The Commission's approval of this Settlement does not constitute approval of, or precedent regarding, any principle or issue.

2. In any proceeding before the Commission, neither this Settlement, nor content of any settlement negotiations resulting therein may be employed or cited to in any manner other than to enforce the terms of the Settlement.

3. Nothing contained in this Settlement, nor in any of the settlement negotiations, shall be deemed an admission by any party of any principle contained herein.

4. This Settlement and all discussions held and materials provided by any participant in reaching this Settlement shall be treated as if they were subject to Rule 602 of the

Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.602 (2021), regardless of whether Rule 602 applies.

5. Neither the methods or practices observed in deriving rates, nor the presence or absence of methods of establishing rates, as referenced in this Settlement, shall constitute precedent or be used to prejudice any otherwise available rights or arguments of any participant in a future proceeding, other than to enforce the terms of the Settlement or collect rates due for the service provided while the Settlement remains in effect, and shall not be used as evidence that a particular method is a "long-standing practice" as that term is used in *Columbia Gas Transmission Corp. v. FERC*, 628 F.2d 578 (D.C. Cir. 1975), or a "settled practice" as that term is used in *Public Service Commission of New York v. FERC*, 642 F.2d 1335 (D.C. Cir. 1980). The provisions of this Settlement are for purposes of settlement only and shall have no precedential effect.

6. Neither this Settlement nor the Settlement Rates create any presumption as to the justness and reasonableness of Great Lakes' rates with respect to the Commission's Modernization Policy Statement in Docket No. PL15-1-000.

C. No Drafter

No participant shall be deemed the drafter of this Settlement, and this Settlement shall not be construed against any participant as the drafter.

D. Severability

The provisions of the Settlement are not severable and may become effective only in accordance with the terms herein.

E. Negotiated Settlement

It is specifically understood and agreed by and among Great Lakes and the Settling Parties that the Settlement represents a negotiated settlement only with respect to the issues

resolved herein. Except to the extent explicitly set forth in the Settlement, neither Great Lakes nor any Settling Party shall be deemed to have approved, accepted, agreed to, or consented to any policy, methodology, or other principle underlying or supposed to underlie any of the matters provided for in the Settlement.

F. Standard of Review

The standard of review for any proposed modifications to the provisions of the Settlement by the Commission acting *sua sponte*, the Settling Parties and Great Lakes acting unanimously, or third parties, will be the just and reasonable standard. The standard for review for any proposed modifications to the provisions of the Settlement at the request of either Great Lakes or one (1) or more, but less than all, Settling Parties and Great Lakes will be the “public interest” standard for review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956), and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956) (the “*Mobile-Sierra* doctrine”). *See also Morgan Stanley Capital Group, Inc. v. Public Utility District No. 1 of Snohomish County*, 554 U.S. 527 (2008); *NRG Power Marketing, LLC v. Maine Public Util. Comm’n*, 558 U.S. 165 (2010). Nothing in the Settlement is meant to limit the Commission’s authority to approve uncontested settlements under 18 C.F.R. § 385.602(g)(3) (2021).

G. Successors in Interest

This Settlement shall apply to Great Lakes and the Settling Parties as well as their respective successors in interest.

ARTICLE XIII
EFFECT OF COMMISSION APPROVAL

A. The Commission's approval of this Settlement shall constitute Commission authorization and approval for Great Lakes to maintain the Settlement Rates set forth in this Settlement without conditions other than those specified herein.

B. The Commission's approval of this Settlement shall constitute Commission waiver of compliance, to the extent (if any) necessary, by Great Lakes with the requirements of the Commission's Rules and Regulations under the NGA and Natural Gas Policy Act including, but not limited to, Parts 154, 157, 201, and 284 as necessary to carry out any provision of this Settlement.

Respectfully Submitted

/s/ Dave Hammel

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On behalf of Great Lakes Gas Transmission Limited Partnership

March 18, 2022

APPENDIX A

Settling Parties

SETTLING PARTIES

The entities listed below either support or do not oppose the foregoing Amended and Restated Stipulation and Agreement of Settlement.

ANR Pipeline Company
BP Canada Energy Marketing Corp.
Canadian Association of Petroleum Producers
Centra Gas Manitoba, Inc.
City of Duluth, Minnesota
DTE Energy Trading, Inc.
DTE Gas Company
Enbridge Gas Inc.
Constellation Energy Generation, LLC
Gorham's Inc., d/b/a NorthWest Gas
Koch Energy Services, LLC
Michigan Public Service Commission
Midland Cogeneration Venture Limited Partnership
Northern States Power Company, a Minnesota corporation
Northern States Power Company, a Wisconsin corporation
SEMCO ENERGY, Inc. d/b/a SEMCO ENERGY Gas Company
Tenaska Marketing Ventures
Twin Eagle Resource Management, LLC
United States Gypsum Company
WEC Energy Group (Wisconsin Electric Power Company; Wisconsin Public Service Corporation; Wisconsin Gas, LLC; Minnesota Energy Resources Corporation)

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document upon each person designated on the official service list compiled by the Secretary in this proceeding.

Dated at Houston, TX, this 18th day of March 2022.

/s/ Courtney Crocker
Courtney Crocker