



October 29, 2020

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 700  
Houston, TX 77002-2700

John A. Roscher  
Director, Rates & Tariffs

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**web** <http://www.gtgt.com>

Re: Great Lakes Gas Transmission Limited Partnership  
Negotiated Rate Amendment  
Docket No. RP21\_\_\_\_ - \_\_\_\_

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 (“GLGT”) hereby 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”). GLGT respectfully requests that the Commission accept the tariff record included herein as Appendix A to become effective November 1, 2020.<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:

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<sup>1</sup> 18 C.F.R. Part 154 (2020).

<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.” GLGT has elected to file the negotiated rate agreement as a whole documents in PDF format.

John A. Roscher  
Director, Rates & Tariffs  
\* David A. Alonzo  
Manager, Tariffs  
Great Lakes Gas Transmission Limited  
Partnership  
700 Louisiana Street, Suite 700  
Houston, Texas 77002-2700  
Tel. (832) 320-5477  
E-mail: david\_alonzo@tcenergy.com

\* David R. Hammel  
Director, Commercial and Regulatory Law,  
U.S. Natural Gas Pipelines  
Great Lakes Gas Transmission Limited  
Partnership  
700 Louisiana Street, Suite 700  
Houston, Texas 77002-2700  
Tel. (832) 320-5861  
E-mail: dave\_hammel@tcenergy.com

\* 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 GLGT's Tariff ("Section 5.1.4.4"), which authorizes GLGT to enter into negotiated rate agreements with its shippers.

In accordance with Section 5.1.4.4, GLGT is submitting the following Amendment<sup>4</sup> between GLGT and TransCanada Pipelines Limited (TransCanada): Amended FT Service Contract No. FT18966, tariff record 8.3 ("Contract No. FT18966").

### **Amendment**

GLGT and TransCanada have mutually agreed to amend Contract No. FT18966 to reflect a fixed rate of \$8.186 per dekatherm plus the applicable utilization fee, fuel, and ACA. Contract No. FT18966, as restated in its entirety, is included in Appendix A to this instant filing as tariff record 8.3.

GLGT 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 any provision that is either non-conforming or a material deviation from the applicable Form or Service Agreement in GLGT's Tariff.

To conform with Order No. 714, GLGT is submitting the Amendment in its entirety as tariff record 8.3 and requesting that the Commission accept the tariff record to be effective November 1, 2020.

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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 GLGT's 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.

### **Effective Date and Request for Waiver**

GLGT respectfully requests that the Commission accept the Amendment included as Appendix A, to become effective November 1, 2020, and respectfully requests waiver of Section 154.207 of the Commission's regulations to allow for this effective date.<sup>6</sup>

### **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, GLGT is submitting the following XML filing package, which includes:

1. This transmittal letter;
2. A clean tariff record (Appendix A); and
3. A 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 on all of GLGT's existing customers and interested state regulatory agencies. A copy of this letter is available during regular business hours for public inspection at GLGT's 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. The undersigned possesses full power and authority to sign such filing.

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<sup>6</sup> 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").

Any questions regarding this filing may be directed to David A. Alonzo at (832) 320-5477.

Respectfully submitted,

GREAT LAKES GAS TRANSMISSION LIMITED PARTNERSHIP

BY: GREAT LAKES GAS TRANSMISSION COMPANY, ITS OPERATOR

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

John A. Roscher  
Director, Rates & Tariffs

Enclosures

# Appendix A

## Clean Tariff Records

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

**Tariff Sections**

**Version**

8.3 Negotiated Rate Agreements - TransCanada Pipelines Limited (#FT18966)

v.1.0.0

Great Lakes Transmission Limited Partnership  
FERC NGA Gas Tariff  
Baseline Tariffs  
Proposed Effective Date: November 1, 2020  
Service Agreement TransCanada Pipelines Limited (#FT18966)  
Company Option Code A

Contract ID.: FT18966  
Amendment No: 2

### 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: February 01, 2020
2. CONTRACT IDENTIFICATION: FT18966
3. RATE SCHEDULE: FT
4. SHIPPER TYPE: Other
5. STATE/PROVINCE OF INCORPORATION: Alberta
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 August 04, 2017 with Contract Identification FT18966.
8. MAXIMUM DAILY QUANTITY (Dth/Day):  
Please see Appendix A for further detail.

Contract ID.: FT18966  
Amendment No: 2

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.

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.



Contract ID.: FT18966  
Amendment No: 2

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: Shipper shall have the right to reduce its contractual MDQ, or terminate this contract, effective November 1, 2021 provided that 1 year's prior written notice has been given to Great Lakes on or before October 31, 2020.

After October 31, 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 2 years' 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

Contract ID.: FT18966  
Amendment No: 2

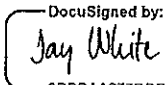
AGREED TO BY:

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

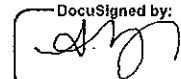
By: 

Title: Director, Transportation Accounting and Contracts

TransCanada PipeLines Limited

By:   
Jay white

Title: Vice President

By:   
Ashley Innes

Title: Director, Marketing

*DJ*  
*2/3/20*  
*CW*  
*2-1-20*

Legal



Content



APPENDIX A  
CONTRACT IDENTIFICATION: FT18966

Date: February 01, 2020  
Supersedes Appendix Dated: August 04, 2017

Shipper: TransCanada PipeLines Limited

Maximum Daily Quantity (Dth/Day) per Location:

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

# Appendix B

## Marked Tariff Records

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

#### **Tariff Sections**

#### **Version**

8.3 Negotiated Rate Agreements - TransCanada Pipelines Limited (#FT18966)

v.1.0.0

Great Lakes Transmission Limited Partnership  
FERC NGA Gas Tariff  
Baseline Tariffs  
Proposed Effective Date: November 1, 2020  
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: ~~August 04, 2017~~ [February 01, 2020](#)
2. CONTRACT IDENTIFICATION: FT18966
3. RATE SCHEDULE: FT
4. SHIPPER TYPE: Other
5. STATE/PROVINCE OF INCORPORATION: Alberta
6. TERM: November 01, 2017 to October 31, 2027

~~The latter of November 1, 2017 or the date upon which Shipper's Dawn Long Term Fixed Price ("LTFP") service commences after receipt of National Energy Board ("NEB") approval of Dawn LTFP service and St. Clair to Dawn sale on terms and conditions acceptable to Shipper in its sole discretion, but no later than April 1, 2018. Shipper will provide written notice to Great Lakes of the commencement date of Dawn LTFP service within 30 days of the later of an acceptable NEB approval of Dawn LTFP service or an acceptable NEB approval of the St. Clair to Dawn sale. Contract Start Date is subject to Great Lakes' receipt and acceptance, in a form and substance acceptable to Great Lakes in its sole discretion, of all approvals that Great Lakes determines necessary to provide the service contemplated herein. In the event the commencement date is later than November 1, 2017, this Agreement shall terminate ten years thereafter.~~

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 August 04, 2017 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 ~~and/or on Appendix B hereto.~~

~~Shipper shall pay Transporter the Negotiated Rate components as described on Appendix B.~~ [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.](#)

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:

~~Shipper shall have the right to reduce its contractual MDQ, or terminate this contract, effective on or after the 3<sup>rd</sup> anniversary date provided that 1 years' prior written notice has been given to Great Lakes.~~

~~On or before April 1, 2018, Shipper shall have a one time Reduction Option upon written notice, within 30 days of receipt by Shipper of a decision by the NEB or Shipper's Dawn LTFP service that is not acceptable to Shipper in its sole discretion, or within 30 days of receipt by Shipper of a decision by the NEB on the St. Clair to Dawn sale that is not acceptable to Shipper in its sole discretion, or Shipper was not able to obtain matching downstream capacity from St. Clair to Dawn despite Shipper's best efforts. If Shipper invoked this one time Reduction Option, it may reduce all or a portion of the contractual MDQ associated with this Agreement. If contractual MDQ is changed, Great Lakes may adjust its Reservation Rate, Contract End Date, and/or Reduction Options accordingly.~~



Shipper shall have the right to reduce its contractual MDQ, or terminate this contract, effective November 1, 2021 provided that 1 year's prior written notice has been given to Great Lakes on or before October 31, 2020.

After October 31, 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 2 years' 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: February 01, 2020  
Supersedes Appendix Dated: August 04, 2017

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

~~APPENDIX B-  
RATE SCHEDULE: FT~~

~~Date: August 04, 2017~~

~~Supersedes Appendix Dated: Not Applicable~~

~~SHIPPER: TRANSCANADA PIPELINES LIMITED~~

~~Shipper agrees to the Negotiated Rate option in accordance with Section 5.1.4.4 of Rate Schedule FT, Section 5.2.4.4 of Rate Schedule EFT, Section 5.3.4.4 of Rate Schedule LFT, or Section 5.4.4.4 of Rate Schedule IT, as provided above, and notifies Transporter that it desires to be billed and agrees to pay, the charges specified below during the term of this Appendix B. Shipper acknowledges that this election is an alternative to the billing of charges under the appropriate Rate Schedule as set forth in Sections 4.1, 4.2 and 4.3 of Transporter's FERC Gas Tariff, Third Revised Volume No. I.~~

~~TERM: November 01, 2017 to October 31, 2027~~

~~The latter of November 1, 2017 or the date upon which Shipper's Dawn Long Term Fixed Price ("LTFP") service commences after receipt of National Energy Board ("NEB") approval of Dawn LTFP service and St. Clair to Dawn sale on terms and conditions acceptable to Shipper in its sole discretion, but no later than April 1) 2018. Shipper will provide written notice to Great Lakes of the commencement date of Dawn LTFP service within 30 days of the later of an acceptable NEB approval of Dawn LTFP service or an acceptable NEB approval of the St. Clair to Dawn sale. Contract Start Date is subject to Great Lakes' receipt and acceptance, in a form and substance acceptable to Great Lakes in its sole discretion] of all approvals that Great Lakes determines necessary to provide the service contemplated herein. In the event the commencement date is later than November 1, 2017, this Agreement shall terminate ten years thereafter.~~

~~SPECIFICATION OF NEGOTIATED RATE:~~

~~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 \$8.890/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, then Transporter may require Shipper to convert its negotiated rate to a discounted reservation rate equal to \$8.39/Dth per month.~~

~~AGREED TO BY:~~

~~FT13966~~

~~TRANSCANADA Pipeline's LIMITED~~

~~GREAT LAKES GAS TRANSMISSION  
LIMITED PARTNERSHIP~~