



September 14, 2023

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  
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 and acceptance a 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 or “Contract No. 22555”), all of which are included herein as Appendix A.<sup>2</sup> Great Lakes respectfully requests that the Commission accept the proposed tariff section and tariff record to become effective September 14, 2023.

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<sup>1</sup> 18 C.F.R. Part 154 (2023).

<sup>2</sup> *Electronic Tariff Filings*, 124 FERC ¶ 61,270 (2008) (“Order No. 714”). Order No. 714 at P42 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 and mailing address of the persons to whom correspondence and communications concerning this filing should be directed are as follows:

|  |   |
|--|---|
| Sorana Linder<br>Director, Rates, Tariffs & Modernization  | David R. Hammel<br>Director, Regulatory and Operations Law  |
| * Jonathan Scullion<br>Manager, Tariffs<br>Great Lakes Gas Transmission<br>Limited Partnership<br>700 Louisiana Street, Suite 1300<br>Houston, Texas 77002-2700<br>Tel. (832) 320-5520<br>E-mail: jonathan_scullion@tcenergy.com | * John Ryan<br>Legal Counsel<br>Great Lakes Gas Transmission<br>Limited Partnership<br>700 Louisiana Street, Suite 1300<br>Houston, Texas 77002-2700<br>Tel. (832) 320-5879<br>E-mail: john_ryan@tcenergy.com |

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

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

On March 5, 1999 and April 19, 1999, in Docket Nos. RP99-220-000, *et al.*,<sup>3</sup> 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 hereby respectfully submits for filing and acceptance the referenced Agreement as more fully described below:

- Great Lakes is filing Tenaska Marketing Ventures Contract No. 22555 as a Rate Schedule FT negotiated rate service agreement because the parties have mutually agreed to the Reservation Charge as listed in Paragraph 9 of the Agreement, plus the applicable Utilization Fee and ACA charge. Contract No. 22555 is included in Appendix A as tariff record 8.2.

Great Lakes advises that no undisclosed agreements, etc. are linked to the Agreement.<sup>4</sup> Furthermore, the Agreement does not contain provisions that are either non-conforming or a material deviation from the applicable Form of Service Agreement in Great Lakes' Tariff.<sup>5</sup>

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

To conform with Order No. 714, Great Lakes is submitting the Agreement in its entirety as tariff record 8.2, and requesting that the Commission accept the tariff record to be effective September 14, 2023.

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

Great Lakes respectfully requests that the Commission accept the Agreement, included herein as Appendix A, to become effective September 14, 2023, and respectfully requests waiver of Section 154.207 of the Commission’s regulation 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, 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).

### **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.

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<sup>4</sup> The Agreement 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.

<sup>5</sup> Specifically, Section 7.3 – Service Agmts –Firm Transportation Service Agreement.

<sup>6</sup> See *Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines*, 74 ¶ 61,076 at 61, 241-242 (1996) (indicating that the Commission will “readily grant requests to waive the 30-day requirement”).

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.



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Jonathan Scullion  
Manager, Tariffs

Enclosures

# Appendix A

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

### **Clean Tariff**

#### **Tariff Section**

#### **Version**

Part 1 – Table of Contents

v.14.0.0

#### **Tariff Record**

Section 8 - Negotiated Rate Agreements

| <u>Tariff Record</u> | <u>Shipper</u>             | <u>Rate Schedule</u> | <u>Agreement</u> | <u>Version</u> |
|----------------------|----------------------------|----------------------|------------------|----------------|
| 8.2                  | Tenaska Marketing Ventures | FT                   | #22555           | v.2.0.0        |

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Transportation Service Agreement  
Rate Schedule FT

TENASKA MARKETING VENTURES  
(#22555)

Agreement Effective Date: September 14, 2023

FORM OF TRANSPORTATION SERVICE AGREEMENT

This Transportation Service Agreement (Agreement) is entered into by Great Lakes Gas Transmission Limited Partnership (Transporter) and Tenaska Marketing Ventures (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 13, 2023
2. CONTRACT IDENTIFICATION: 22555
3. RATE SCHEDULE: FT
4. SHIPPER TYPE: Other
5. STATE/PROVINCE OF INCORPORATION: Nebraska
6. TERM: September 14, 2023 to March 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):
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 Fee to be charged during September 14, 2023 through October 31, 2026 shall be fixed at the rates listed below per Dth.

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.

| Start Date | End Date   | Receipt         | Delivery          | Rate       | Primary Route |
|------------|------------|-----------------|-------------------|------------|---------------|
| 9/14/2023  | 9/30/2023  | FARWELL RECEIPT | EMERSON DELIVERY  | \$11.46000 | Y             |
| 10/1/2023  | 10/31/2023 | FARWELL RECEIPT | EMERSON DELIVERY  | \$5.84700  | Y             |
| 11/1/2023  | 12/31/2023 | FARWELL RECEIPT | ST CLAIR DELIVERY | \$2.95200  | Y             |
| 1/1/2024   | 3/31/2024  | FARWELL RECEIPT | ST CLAIR DELIVERY | \$2.95200  | Y             |
| 4/1/2024   | 10/31/2024 | FARWELL RECEIPT | EMERSON DELIVERY  | \$8.18600  | Y             |
| 11/1/2024  | 3/31/2026  | EMERSON RECEIPT | ST CLAIR DELIVERY | \$8.18600  | Y             |
| 4/1/2026   | 10/31/2026 | EMERSON RECEIPT | ST CLAIR DELIVERY | \$8.18600  | Y             |
| 9/14/2023  | 9/30/2023  | Zone W          | Zone C            | \$0.00000  | N             |
| 9/14/2023  | 9/30/2023  | Zone W          | Zone E            | \$0.00000  | N             |
| 9/14/2023  | 9/30/2023  | Zone W          | Zone W            | \$0.00000  | N             |
| 9/14/2023  | 9/30/2023  | Zone C          | Zone C            | \$0.00000  | N             |
| 9/14/2023  | 9/30/2023  | Zone C          | Zone E            | \$0.00000  | N             |
| 9/14/2023  | 9/30/2023  | Zone C          | Zone W            | \$0.00000  | N             |
| 9/14/2023  | 9/30/2023  | Zone E          | Zone C            | \$0.00000  | N             |
| 9/14/2023  | 9/30/2023  | Zone E          | Zone E            | \$0.00000  | N             |
| 9/14/2023  | 9/30/2023  | Zone E          | Zone W            | \$0.00000  | N             |
| 10/1/2023  | 10/31/2023 | Zone W          | Zone C            | \$0.00000  | N             |
| 10/1/2023  | 10/31/2023 | Zone W          | Zone E            | \$0.00000  | N             |
| 10/1/2023  | 10/31/2023 | Zone W          | Zone W            | \$0.00000  | N             |
| 10/1/2023  | 10/31/2023 | Zone C          | Zone C            | \$0.00000  | N             |
| 10/1/2023  | 10/31/2023 | Zone C          | Zone E            | \$0.00000  | N             |
| 10/1/2023  | 10/31/2023 | Zone C          | Zone W            | \$0.00000  | N             |
| 10/1/2023  | 10/31/2023 | Zone E          | Zone C            | \$0.00000  | N             |
| 10/1/2023  | 10/31/2023 | Zone E          | Zone E            | \$0.00000  | N             |
| 10/1/2023  | 10/31/2023 | Zone E          | Zone W            | \$0.00000  | N             |
| 11/1/2023  | 12/31/2023 | Zone E          | Zone E            | \$0.00000  | N             |
| 4/1/2024   | 10/31/2026 | Zone W          | Zone C            | \$0.00000  | N             |
| 4/1/2024   | 10/31/2026 | Zone W          | Zone E            | \$0.00000  | N             |
| 4/1/2024   | 10/31/2026 | Zone W          | Zone W            | \$0.00000  | N             |
| 4/1/2024   | 10/31/2026 | Zone C          | Zone C            | \$0.00000  | N             |
| 4/1/2024   | 10/31/2026 | Zone C          | Zone E            | \$0.00000  | N             |
| 4/1/2024   | 10/31/2026 | Zone C          | Zone W            | \$0.00000  | N             |
| 4/1/2024   | 10/31/2026 | Zone E          | Zone C            | \$0.00000  | N             |

|          |            |        |        |           |   |
|----------|------------|--------|--------|-----------|---|
| 4/1/2024 | 10/31/2026 | Zone E | Zone E | \$0.00000 | N |
| 4/1/2024 | 10/31/2026 | Zone E | Zone W | \$0.00000 | N |

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 1300  
Houston, TX 77002-2700

Tenaska Marketing Ventures  
14302 FNB Parkway  
Omaha, NE 68154

Attn: Andrew Murren

AGREED TO BY:

GREAT LAKES GAS TRANSMISSION  
LIMITED PARTNERSHIP

By: Its Operator,  
TransCanada Northern Border Inc.

By: 

Title: Director, Transportation Accounting & Contracts

CW      JS

JR

Tenaska Marketing Ventures

By: 

Title: *EVP, Trading*

APPENDIX A  
CONTRACT IDENTIFICATION: 22555

Date: September 13, 2023  
Supersedes Appendix Dated:

Shipper: Tenaska Marketing Ventures

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> |
|-------------------|-----------------|------------------------------------|-------------------------------------|------------|
| 9/14/2023         | 9/30/2023       | FARWELL RECEIPT                    | EMERSON DELIVERY                    | 430,000    |
| 10/1/2023         | 10/31/2023      | FARWELL RECEIPT                    | EMERSON DELIVERY                    | 100,000    |
| 11/1/2023         | 12/31/2023      | FARWELL RECEIPT                    | ST CLAIR DELIVERY                   | 45,000     |
| 1/1/2024          | 3/31/2024       | FARWELL RECEIPT                    | ST CLAIR DELIVERY                   | 0          |
| 4/1/2024          | 10/31/2024      | FARWELL RECEIPT                    | EMERSON DELIVERY                    | 17,000     |
| 11/1/2024         | 3/31/2026       | EMERSON RECEIPT                    | ST CLAIR DELIVERY                   | 150,000    |
| 4/1/2026          | 10/31/2026      | EMERSON RECEIPT                    | ST CLAIR DELIVERY                   | 150,000    |
| 11/1/2026         | 3/31/2027       | EMERSON RECEIPT                    | ST CLAIR DELIVERY                   | 40,000     |

(Winter Only)

# Appendix B

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

### **Marked Tariff**

| <b><u>Tariff Section</u></b> | <b><u>Version</u></b> |
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| Index of Customers .....                   | 1000         |