



January 22, 2026

Ms. Debbie-Anne A. Reese, 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

Daniel Humble  
Manager, Tariffs

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Re: Great Lakes Gas Transmission Limited Partnership  
Negotiated Rate Agreements  
Docket No. RP26-\_\_\_\_-000

Dear Ms. Reese:

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 a tariff record containing one (1) Rate Schedule FT (“FT”) negotiated rate service agreement (“Agreement”), 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 December 1, 2026, as further described below.

**Correspondence**

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

Kelly Griffin  
Director, Rates & Regulatory  
\* Daniel Humble  
Manager, Tariffs  
Great Lakes Gas Transmission

Cindy VanCleave  
Director, Regulatory and Operations Law  
\* Erin Bullard  
Sr. Legal Counsel  
Great Lakes Gas Transmission

<sup>1</sup> 18 C.F.R. Part 154 (2026).

<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.

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\* 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,<sup>4</sup> included as Appendix A.<sup>5</sup> Great Lakes advises that no undisclosed agreements, etc. are linked to the Agreement. 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>6</sup>

### **Internal Review**

Great Lakes conducts periodic internal reviews of executed contracts. During a recent review, Great Lakes identified the Agreement as containing a negotiated rate, which became effective on December 1, 2025. However, due to an administrative oversight, Great Lakes inadvertently failed to timely file the Agreement with the Commission. Great Lakes made this filing upon discovering the oversight.

### **Instant Filing**

Great Lakes hereby submits for filing the referenced Agreement, included in Appendix A, as more fully described below:

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

<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> Additionally, Appendix A includes a revised Part 1 - Table of Contents that reflects the proposed Agreement in Section 8.13.

- Great Lakes is filing Koch Energy Service, LLC Contract No. 22976 as an FT negotiated rate service agreement because the parties have mutually agreed that the monthly Reservation Fee from the point(s) of receipt to the point(s) of delivery as listed in Appendix A to the Agreement shall be a fixed rate of \$3.04167 per dekatherm plus any applicable ACA, fuel and any applicable governmental surcharges. Contract No. 22976 is included in Appendix A as tariff record 8.13.

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

The Agreements submitted herein are proposed to be retroactively effective on December 1, 2025. Great Lakes recognizes the Commission's policy regarding the filing of negotiated rate agreements; however, due to an administrative oversight, Great Lakes did not file the Agreement with the Commission in a timely manner.<sup>7</sup> Therefore, Great Lakes respectfully requests that the Commission grant all waivers of its regulations, including Section 154.207, necessary to accept the Agreement included herein as Appendix A, to be effective of December 1, 2025.<sup>8</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).

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<sup>6</sup> Specifically, Section 7.3 – Service Agmts –Firm Transportation Service Agreement.

<sup>7</sup> See *Transcontinental Gas Pipe Line Company, LLC*, Docket No. RP25-1008-000 (August 12, 2025) (unpublished Director's Letter Order), where the Commission granted waiver of Section 154.207 due to administrative oversight and accepted the negotiated rate agreement with a retroactive effective date.

<sup>8</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”).

**Certificate of Service**

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

Pursuant to Section 385.2005 of the Commission's regulations, the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best of his knowledge and belief. Additionally, the undersigned possesses full power and authority to sign such filing.

Respectfully submitted,

**GREAT LAKES GAS TRANSMISSION LIMITED PARTNERSHIP**

By: Its Operator, TransCanada Northern Border Inc.

/s/ Daniel Humble  
Daniel Humble  
Manager, 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.19.0.0

#### Tariff Record

Section 8 - Negotiated Rate Agreements

<u>Tariff Record</u>	<u>Shipper</u>	<u>Rate Schedule</u>	<u>Agreement</u>	<u>Version</u>
8.13	KOCH ENERGY SERVICES, LLC	FT	#22976	v.2.0.0

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Transportation Service Agreement  
Rate Schedule FT

KOCH ENERGY SERVICES, LLC  
(#22976)

Agreement Effective Date: December 1, 2025

## FORM OF TRANSPORTATION SERVICE AGREEMENT

This Transportation Service Agreement (Agreement) is entered into by Great Lakes Gas Transmission Limited Partnership (Transporter) and Koch Energy Services, LLC (Shipper).

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

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

1. EFFECTIVE DATE: November 24, 2025
2. CONTRACT IDENTIFICATION: 22976
3. RATE SCHEDULE: FT
4. SHIPPER TYPE: Other, Pipeline Sales Operating Unit
5. STATE/PROVINCE OF INCORPORATION: Texas
6. TERM: December 01, 2025 to March 31, 2026

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 Fee to be charged shall be a fixed rate of \$3.04167 per Dth.

If Transporter's Applicable Base Tariff Transmission Reservation Rate becomes greater than the Negotiated Reservation Rate, then Transporter may require Shipper to convert its Negotiated Reservation Rate to a discounted Reservation Rate of \$3.04167 per Dth. This discounted Rate shall be inclusive of any other adjustments or surcharges under Transporter's Tariff, not to exceed the total of Transporter's Maximum Reservation, Utilization and applicable surcharge rates. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %) and any other applicable governmental surcharges in accordance with Transporter's 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 1300  
Houston, TX 77002-2700

Koch Energy Services, LLC  
4111 East 37th Street North  
Wichita, KS 67220  
Attn: Mohsin Rukh

**AGREED TO BY:**

GREAT LAKES GAS TRANSMISSION  
LIMITED PARTNERSHIP  
By: Its Operator,  
TransCanada Northern Border Inc.

Koch Energy Services, LLC

By: Kay Dennison

By: Alexis Crass

Title: Director, Trans. Accounting & Contracts      Title:

APPENDIX A  
CONTRACT IDENTIFICATION: 22976

Date: November 24, 2025  
Supersedes Appendix Dated:

Shipper: Koch Energy Services, LLC

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>
12/1/2025	12/31/2025	FARWELL RECEIPT	ST CLAIR DELIVERY	52,500
1/1/2026	2/28/2026	FARWELL RECEIPT	ST CLAIR DELIVERY	10,000
3/1/2026	3/31/2026	FARWELL RECEIPT	ST CLAIR DELIVERY	30,000

# 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>
Part 1 – Table of Contents	v.19.0.0

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