

TransCanada
In business to deliver

450 – 1 Street SW
Calgary, Alberta T2P 5H1

Tel: (832) 320-5861
Fax: (832) 320-6861
Email: dave_hammel@transcanada.com

August 2, 2018

Filed via courier and electronically
to fergas@hq.doe.gov

Attn: Larine A. Moore
United States Department of Energy (DOE)
FE-34
P.O. Box 44375
Washington, DC 20026-4375

8/8/2018

Dear Ms. Moore:

**Re: TransCanada PipeLines Limited, Docket No. 18-96-NG
Application for Authorization to Import and Export Natural Gas from and to Canada**

Pursuant to Section 3 of the Natural Gas Act, 15 U.S.C. § 717b, and Part 590 of the regulations of the Department of Energy, 10 C.F.R. Part 590 (2011), TransCanada PipeLines Limited hereby files an original and three (3) copies of its Application for Authorization to Import and Export Natural Gas from and to Canada. An electronic copy of the application is also provided on the enclosed USB drive. A check in the amount of \$50 is also enclosed as the filing fee stipulated by 10 C.F.R. § 590.207 (2011).

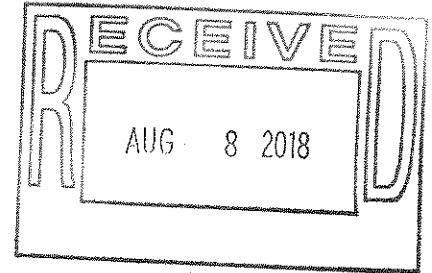
Thank you for your attention to this matter. If you have any questions regarding this filing, please contact David Hammel, Director, U.S. Legal for TransCanada PipeLines Limited, at (832) 320-5861.

Respectfully submitted,

David Hammel
Director, U.S. Legal
U.S. Pipeline Law
TransCanada PipeLines Limited

Enclosures

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
OFFICE OF FOSSIL ENERGY



In the Matter of:

TransCanada PipeLines Limited

Docket No. 18-96-NF

APPLICATION OF TRANSCANADA PIPELINES LIMITED
FOR A LONG TERM AUTHORIZATION TO
IMPORT AND EXPORT NATURAL GAS FROM AND TO CANADA

Pursuant to Section 3 of the Natural Gas Act (NGA), 15 U.S.C. § 717b, and 10 C.F.R. § 590 of the Department of Energy's ("DOE") regulations, 10 C.F.R Part 590 (2011), TransCanada PipeLines Limited ("TransCanada") submits to the United States of America Department of Energy, Office of Fossil Energy ("DOE/FE") this application for long term authorization to import and export natural gas from Canada. In support of this application, TransCanada respectfully offers the following:

I.

COMMUNICATIONS

The name, title, and mailing address of the persons whom should be served with communications concerning this proceeding are:

David Hammel
Director, U.S. Legal
U.S. Pipeline Law
TransCanada PipeLines Limited
Bank of America Center - 700 Louisiana St.
Houston, Texas 77002-2700

Tel: (832) 320-5861
Fax: (832) 320-6861

Email: dave_hammel@transcanada.com

Roman Karski
Regulatory Analyst
Regulatory Research and Analysis
TransCanada PipeLines Limited
450 1st Street S.W.
Calgary, Alberta T2P 5H1

Tel (587) 933-8875
Fax: (403) 920-2347

Email: roman_karski@transcanada.com

II. BACKGROUND

The exact legal name of the Applicant and its principal place of business are:

TransCanada PipeLines Limited
450 1st Street S.W.
Calgary, Alberta
Canada T2P 5H1
(403) 920-2000

TransCanada is a Canadian public company incorporated in 1951 by a Special Act of the Parliament of Canada, and continued on June 1, 1979, under the *Canada Business Corporations Act*. All of the common shares in TransCanada are held by TransCanada Corporation. TransCanada Corporation is a holding company created under a plan of arrangement approved by TransCanada's common shareholders on April 25, 2003, and subsequently by the Court of Queen's Bench of Alberta, Canada. TransCanada is a leading North American energy company with a natural gas transmission network in Canada and the U.S. comprising over 56,900 miles of pipeline.

III. AUTHORIZATION REQUESTED

TransCanada originally received long term authorization to import natural gas to the US from Canada and to export gas from the US to Canada in Order No. 795 in 1993. Since that time, the underlying contracts have been changed or renegotiated, and new authorizations have been requested and issued accordingly. TransCanada PipeLines Limited currently holds one active short-term blanket authorization under Order No. 3911¹, and one active long-term authorization under Order No. 4097.² TransCanada holds two

¹ DOE/FE Order No. 3911, issued October 28, 2016, authorized the import and export of a combined total of 252 Bcf of natural gas for a two-year term commencing November 1, 2016. TransCanada has applied for a replacement short-term blanket authorization to be effective upon Order No. 3911's expiry.

² DOE/FE Order No. 4097, issued September 19, 2017, authorized the import and export of a combined total of 256.5 Bcf of natural gas per year for a ten-year term commencing November 1, 2017.

transportation contracts with terms longer than two years and respectfully requests a new long term authorization.

In this application, TransCanada requests long term authorization to import and export up to 159 Bcf of natural gas per year (440,532 Dekatherms per day) for a period of three years commencing November 1, 2018 and extending through October 31, 2021, as specified in Transportation Service Agreements FT16128 and FT17190 (Contracts)³ with the Great Lakes Gas Transmission Limited Partnership (Great Lakes) and pursuant to the terms and conditions of Great Lakes' FERC Gas Tariff (Tariff).⁴ The Contracts as well as the Tariff allows gas to enter the United States at the interconnection between the TransCanada Mainline system and the Great Lakes system at a point near St. Clair, Michigan and leave the United States at the international border near Emerson, Manitoba, and vice-versa. The Contracts as well as the Tariff also permits volumes of gas to be nominated on any path with secondary firm priority of service on the Great Lakes system. The import and export activities will serve TransCanada Mainline shippers in Ontario, Quebec and downstream shippers in the United States.

IV. **PUBLIC INTEREST**

TransCanada's proposed import and export of natural gas continues to be consistent with the public interest. Section 3(c) of the NGA provides that imports from, or exports to, countries that have in effect a Free Trade Agreement with the United States requiring national treatment for trade in natural gas "shall be deemed to be consistent with the public interest and applications for importation or exportation shall be granted without modification or delay."⁵ The United States and Canada are parties to a Free Trade Agreement that requires each party to provide national treatment to the goods of the other

³ See Transportation Service Agreement FT16128, attached as Exhibit B and Transportation Service Agreement FT17190 attached as Exhibit C.

⁴ See generally, Great Lakes Gas Transmission Limited Partnership, FERC Gas Tariff, Third Revised Volume No. 1.

⁵ 15 U.S.C. § 717b

party. Therefore, imports from Canada and exports to Canada, as proposed herein, are deemed consistent with the public interest.

V.
ENVIRONMENTAL IMPACT

No new facilities will be constructed in the United States for the proposed import and export of natural gas. Consequently, granting this application will not be a federal action significantly affecting the quality of the human environment within the meaning of the National Environmental Policy Act, 42 U.S.C. § 4321, et seq. Therefore, an environmental impact statement or environmental assessment is not required.

VI.
REPORTING REQUIREMENTS

With respect to all imports and exports made pursuant to the authorization requested herein, TransCanada will undertake to file with the DOE/FE within 30 days following each calendar month a report indicating whether imports and/or exports have been made, describing the country of origin, point(s) of entry or exit, volumes delivered/exported and the country of destination, average price, the gas transporter(s), the markets served and the estimated duration of the supply contract as required by DOE/FE.⁶

VII.
REVIEW BY OTHER AGENCIES

Pursuant to 10 C.F.R. § 590.103(c), TransCanada states that, to the best of its knowledge, the same or a related matter is not being considered by any other part of the DOE, including the Federal Energy Regulatory Commission, or any other Federal agency or department.

⁶ Notice of Procedural Order Eliminating Quarterly Reporting Requirement and Amending Monthly Reporting Requirement for Natural Gas and Liquefied Natural Gas Import/Export Authorization Holders, 73 Fed. Reg. 6943 (Feb. 6, 2008).

VIII.
CONCLUSION

WHEREFORE, for the foregoing reasons, TransCanada respectfully requests that its authorization be granted to import and export up to a total of 159 Bcf per year of natural gas from and to Canada extending from November 1, 2018 through October 31, 2021.

Respectfully submitted,
On behalf of TransCanada PipeLines Limited

By 

David Hammel
Director, U.S. Legal
U.S. Pipeline Law
TransCanada PipeLines Limited
Bank of America Center - 700 Louisiana St.
Houston, Texas 77002-2700

Tel: (832) 320-5861
Fax: (832) 320-6861
Email: dave_hammel@transcanada.com

August 2, 2018

- 7 -

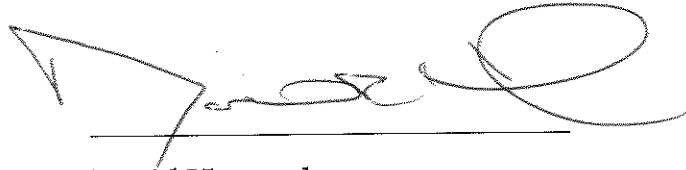
Exhibit A

Verification and Certificate of Service

VERIFICATION

I, David Hammel, hereby certify that I am counsel for TransCanada PipeLines Limited and have authority to sign the foregoing; and that to the best of my knowledge, information and belief the import of natural gas is within the corporate powers of TransCanada PipeLines Limited; and that to the best of my knowledge, information and belief TransCanada PipeLines Limited has complied with State laws and regulatory authorities.

Dated at Houston, Texas, this 2 day of August, 2018.

A handwritten signature in black ink, appearing to read 'David Hammel', is written over a horizontal line.

David Hammel
Director, U.S. Legal
U.S. Pipeline Law
TransCanada PipeLines Limited
Bank of America Center - 700 Louisiana St.
Houston, Texas 77002-2700

Tel: (832) 320-5861
Fax: (832) 320-6861
Email: dave_hammel@transcanada.com

CERTIFICATE OF SERVICE

I hereby certify that, pursuant to 10 C.F.R. § 590.107, I have this day served a true copy of the foregoing document filed with DOE/FE upon all parties in this proceeding.

Dated at Houston, Texas, this 2 day of August, 2018.

A handwritten signature in dark ink, appearing to read 'David Hammel', is written over a horizontal line.

David Hammel
Director, U.S. Legal
U.S. Pipeline Law
TransCanada PipeLines Limited
Bank of America Center - 700 Louisiana St.
Houston, Texas 77002-2700

Tel: (832) 320-5861
Fax: (832) 320-6861
Email: dave_hammel@transcanada.com

- 10 -

Exhibit B

Transportation Service Agreement FT16128



TRANSPORTATION SERVICE AGREEMENT
Contract Identification FT16128

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:** November 01, 2016
2. **CONTRACT IDENTIFICATION:** FT16128
3. **RATE SCHEDULE:** FT
4. **SHIPPER TYPE:** Other
5. **STATE/PROVINCE OF INCORPORATION:** Canada
6. **TERM:** November 01, 2011 to October 31, 2021

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, amends and terminates, as of the effective date stated above, the following contract(s): Sorylos Agreement dated November 01, 2015 with Contract Identification FT16128.
8. **MAXIMUM DAILY QUANTITY (Dth/Day):** 313,727
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 and Transporter agree that for services 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 the lesser of \$8,212 per Dth or Great Lakes' currently effective Maximum Tariff Rate.

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:

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 fax, 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 fax, or other means similarly agreed to:

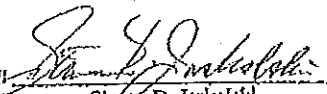
ADMINISTRATIVE MATTERS
Great Lakes Gas Transmission Limited
Partnership
Commercial Services
700 Louisiana St., Suite 700
Houston, TX 77002-2700


TRANSCANADA PIPELINES LIMITED
450 - 1st Street S.W.
Calgary, AB T2P 5H1
Canada
Attn: Don Bell

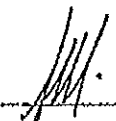
AGREED TO BY:



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

TRANSCANADA PIPELINES LIMITED

By: 
Sławomir D. Jaskolski
Title: Director, Commercial Services

By: 
Signature
Dave Schultz
Vice-President, Commercial East
Canadian Natural Gas Pipelines
Title: _____
Please Print

By: 
Stephen M. V. Clark
Senior Vice President
Canadian & Eastern U.S. Natural Gas Pipelines
Title: _____

LEGAL 
CONTENT 

APPENDIX A
Contract Identification FT16128

Date: November 01, 2016
Supersedes Appendix Dated: November 01, 2015

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>	Maximum Allowable Operating Pressure (MAOP)
11/01/2011	10/31/2015	ST. CLAIR		313,727	974
11/01/2015	10/31/2016	ST. CLAIR		313,727	974
11/01/2016	10/31/2021	ST. CLAIR		313,727	974
11/01/2011	10/31/2015		EMERSON	313,727	974
11/01/2015	10/31/2016		EMERSON	313,727	974
11/01/2016	10/31/2021		EMERSON	313,727	974

- 11 -

Exhibit C

Transportation Service Agreement FT17190



TRANSPORTATION SERVICE AGREEMENT
Contract Identification FT17190

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:** November 01, 2016
2. **CONTRACT IDENTIFICATION:** FT17190

3. **RATE SCHEDULE:** FT

4. **SHIPPER TYPE:** Other
5. **STATE/PROVINCE OF INCORPORATION:** Canada
6. **TERM:** November 01, 2012 to October 31, 2021

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 IBRC 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 November 01, 2015 with Contract Identification FT17190.

8. **MAXIMUM DAILY QUANTITY (Dth/Day):** 160,000
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 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 the lesser of \$8.212 per Dth or Great Lakes' currently effective Maximum Tariff Rate.

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:

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 fax, 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 fax, or other means similarly agreed to:

ADMINISTRATIVE MATTERS

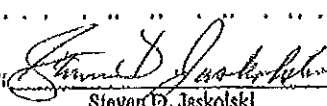
Great Lakes Gas Transmission Limited
Partnership
Commercial Services
700 Louisiana St., Suite 700
Houston, TX 77002-2700

TRANSCANADA PIPELINES LIMITED
450 - 1st Street S.W.
Calgary, AB T2P 3H1
Canada
Attn: Don Bell


AGREED TO BY:

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


TRANSCANADA PIPELINES LIMITED

By: 
Steven D. Jaskolski
Title: Director, Commercial Services

By: 
Signature
Dave Schultz
Vice President, Commercial East
Canadian Natural Gas Pipelines

Title: _____
Please Print
By: 
Stephen M. V. Clark
Senior Vice President
Title: Canadian & Eastern U.S. Natural Gas Pipelines

cc
10/22/15
10/22/16

LEGAL	
CONTENT	LD

APPENDIX A
Contract Identification FT17190

Date: November 01, 2016
 Supersedes Appendix Dated: November 01, 2015

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>	<u>Maximum Allowable Operating Pressure (MAOP)</u>
11/01/2012	03/31/2013	ST. CLAIR		123,962	974
04/01/2013	10/31/2013	ST. CLAIR		160,000	974
11/01/2013	03/31/2014	ST. CLAIR		123,962	974
04/01/2014	10/31/2014	ST. CLAIR		160,000	974
11/01/2014	03/31/2015	ST. CLAIR		123,962	974
04/01/2015	10/31/2015	ST. CLAIR		160,000	974
11/01/2015	03/31/2016	ST. CLAIR		126,805	974
04/01/2016	10/31/2016	ST. CLAIR		160,000	974
11/01/2016	10/31/2021	ST. CLAIR		126,805	974
11/01/2012	03/31/2013		EMERSON	123,962	974
04/01/2013	10/31/2013		EMERSON	160,000	974
11/01/2013	03/31/2014		EMERSON	123,962	974
04/01/2014	10/31/2014		EMERSON	160,000	974
11/01/2014	03/31/2015		EMERSON	123,962	974
04/01/2015	10/31/2015		EMERSON	160,000	974
11/01/2015	03/31/2016		EMERSON	126,805	974
04/01/2016	10/31/2016		EMERSON	160,000	974
11/01/2016	10/31/2021		EMERSON	126,805	974