

**RECEIVED****By Docket Room at 06/29/2023 8:00 a.m.**

June 28, 2023

VIA EMAIL &amp; U.S. MAIL

Ms. Amy Sweeney  
U.S. Department of Energy  
FE-34 – ROOM 3E-056  
1000 Independence Avenue, S.W.  
Washington, D.C. 20585

Re: Request of Seneca Resources Company, LLC for Amendment to Existing Long-Term  
Authorization to Export Natural Gas to Canada, FE Docket No. 16-118-NG

Dear Ms. Sweeney:

Enclosed for filing is the Request of Seneca Resources Company, LLC (“Seneca Resources”) for  
Amendment to Existing Long-Term Authorization to Export Natural Gas to Canada (“Request”).

On this date, the undersigned is mailing to the above address confidential and redacted versions  
of the Request, three additional copies of each version, and a copy of the electronic receipt for  
the \$50 filing fee. The undersigned is also transmitting by email to [FERGAS@hq.doe.gov](mailto:FERGAS@hq.doe.gov) a  
redacted version of the Request in PDF format and a copy of the electronic receipt for the filing  
fee. I certify that the PDF copies are the same as the hard copies that are being mailed.

Please acknowledge receipt of this Request by email to [andreawolfman@dwt.com](mailto:andreawolfman@dwt.com) and  
[shannononeil@dwt.com](mailto:shannononeil@dwt.com). Should you have any questions, please do not hesitate to contact us at  
the number above. Thank you for your assistance.

Sincerely,

/s/ Andrea Wolfman

Andrea Wolfman  
Shannon E. O’Neil

*Counsel for Seneca Resources Company, LLC*

**UNITED STATES OF AMERICA  
DEPARTMENT OF ENERGY  
OFFICE OF FOSSIL ENERGY AND CARBON MANAGEMENT**

In the Matter of: )  
 ) FE Docket No. 16-118-NG  
 )  
SENECA RESOURCES COMPANY, LLC )

**REQUEST OF SENECA RESOURCES COMPANY, LLC  
FOR AMENDMENT TO EXISTING LONG-TERM AUTHORIZATION  
TO EXPORT NATURAL GAS TO CANADA**

Pursuant to Section 3 of the Natural Gas Act (“NGA”),<sup>1</sup> and Part 590 of the Department of Energy (“DOE”) regulations,<sup>2</sup> Seneca Resources Company, LLC (“Seneca Resources”) submits this request (“Request”) for an amendment to extend the term of its existing long-term authorization to export natural gas to Canada, as authorized by DOE Office of Fossil Energy and Carbon Management (“DOE/FECM”), previously the DOE Office of Fossil Energy (“DOE/FE”), in Order No. 3912.<sup>3</sup> Order No. 3912 authorized Seneca Resources to export up to a total volume equivalent to 18,000 MMBtu/day (17,357 Mcf/day), over an approximately 7-year term from November 1, 2016 to December 31, 2023. As discussed herein, Seneca Resources requests that the export term authorized in Order No. 3912 be extended an additional 7 years and 10 months, from December 31, 2023, to October 31, 2031, to align with the expiration date of its existing firm transportation contract with TransCanada Pipelines Limited (“TCPL”).

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<sup>1</sup> 15 U.S.C. § 717b(a).

<sup>2</sup> 10 C.F.R. Part 590.

<sup>3</sup> *Seneca Resources Corporation*, DOE/FE Order No. 3912, Docket No. 16-118-NG, Order Granting Long-Term Authorization to Export Natural Gas to Canada (Oct. 31, 2016) (“Order No. 3912”). Since issuance of Order No. 3912, Seneca Resources Corporation changed its corporate form and name to Seneca Resources Company, LLC. See DOE/FE Order No. 3912-A, Docket No. 16-118-NG (Sept. 3, 2018) (granting request to amend authorization to export under new company name).

Under NGA § 3(c), the export of natural gas to Canada, a nation with which the United States has a Free Trade Agreement (“FTA”) requiring national treatment for trade in natural gas, is entitled to the statutory presumption that such exports are “deemed to be within the public interest” and is subject to the statutory imperative that such applications “shall be granted without modification or delay.”<sup>4</sup> In support of this Request to amend its existing export authorization, Seneca Resources respectfully states the following:

**I. COMMUNICATIONS**

Communications regarding this Application should be directed to the following, and those individuals identified with an (\*) should be designated as the agents for service on behalf of Seneca Resources:

Andrea Wolfman\*  
Shannon E. O’Neil\*  
Davis Wright Tremaine LLP  
1301 K Street NW, Suite 500 East  
Washington, D.C. 20005-3317  
(202) 973-4296  
(202) 973-4209  
andreawolfman@dwt.com  
shannononeil@dwt.com

Christopher M. Trejchel  
Deputy General Counsel  
Seneca Resources Company, LLC  
2000 Westinghouse Drive, Suite 400  
Cranberry Township, PA 16066  
(412) 548-2537  
trejchelc@srcx.com

**II. APPLICANT**

The exact legal name of Seneca Resources, the Applicant, is Seneca Resources Company, LLC. Seneca Resources is a Pennsylvania limited liability company and has its place of business at 2000 Westinghouse Drive, Suite 400, Cranberry Township, PA 16066. It is wholly owned and controlled by National Fuel Gas Company. Seneca Resources is engaged in the exploration, development, and production of natural gas and oil reserves.

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<sup>4</sup> 15 U.S.C. § 717b(c).

Seneca Resources' Pennsylvania operations are certified under the environmental, social, and governance standards set forth in Equitable Origin, Inc.'s EO100 program. Additionally, 100% of Seneca Resources' natural gas production has achieved an "A" certification grade under the MiQ Standard for Methane Emissions Performance, the highest available certification level, and Seneca Resources has received a Gold rating under Project Canary's TrustWell Responsible Gas program with regard to approximately 300 MMcf/D of its Appalachian production from 121 natural gas wells. Seneca Resources' certifications provide a transparent, verified method for tracking its commitments to good governance and environmental responsibility.

### **III. BACKGROUND**

On August 25, 2016, Seneca Resources filed an application<sup>5</sup> with DOE/FECM under Section 3 of the NGA for long-term authorization to export up to a total volume equivalent to 18,000 MMBtu/day (17,357 Mcf/day) of natural gas to Canada via pipeline, for a term of seven years and two months beginning on November 1, 2016. On October 31, 2016, DOE/FECM issued Order No. 3912, which granted Seneca Resources' requested authorization.<sup>6</sup>

In issuing Order No. 3912, DOE/FECM undertook a fulsome consideration of Seneca Resources' proposal. Ultimately, DOE/FECM concluded that the authorization sought by Seneca Resources to export natural gas to Canada, a nation with which an FTA is in effect, met the NGA Section 3(c) criterion and was therefore consistent with the public interest.<sup>7</sup>

### **IV. REQUESTED AUTHORIZATION**

The natural gas to be exported under the existing authorization, as amended, will continue to be produced by Seneca Resources from its reserves and transported to the export point at

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<sup>5</sup> Seneca Resources Corporation, Application for Long-Term Authorization to Export Natural Gas to Canada, Docket No. 16-103-NG (August 25, 2016) ("Application").

<sup>6</sup> Order No. 3912 at 3.

<sup>7</sup> *Id.*

Niagara, New York, on domestic interstate pipeline facilities owned by Tennessee Gas Pipeline Company, L.L.C., for sale at Kirkwall in Ontario. No new pipeline facilities will be constructed to facilitate the movement of the natural gas to be exported pursuant to the requested authorization. Seneca Resources will continue to make all pipeline transportation arrangements for the natural gas to be exported to the point of sale in Ontario, Canada. Seneca Resources will also continue to comply with all reporting requirements deemed necessary by DOE/FECM, including filing monthly reports.

Presently, Seneca Resources has additional firm transportation capacity with Enbridge Gas Inc. (“Enbridge”) from Kirkwall to Dawn through March 31, 2025.<sup>8</sup> Additionally, Seneca Resources currently has agreements with BP Canada Energy Group ULC (“BPCEG”), to sell natural gas to BPCEG at the Dawn Union trading hub, through March 31, 2025. Redacted copies of the contractual agreements with the terms of the transactions with BPCEG and TCPL are provided in Appendix C to the public version of this Application, and unredacted copies are being provided under seal.

The amendment requested herein will permit Seneca Resources to export its natural gas production to Canada—and thereby fulfill its contractual commitment to sell up to 18,000 MMBtu/Day of natural gas to BPCEG and/or other counterparties over the full duration of its existing firm transportation contract with TCPL, or until October 31, 2031. To ensure continuity of performance under its existing contractual obligations, Seneca Resources requests action on this Request prior to October 1, 2023.

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<sup>8</sup> This firm capacity is provided for under Enbridge contract C10121 for 18,000 MMBtu from Kirkwall to Dawn for April 1, 2023 to December 31, 2023; and Enbridge contract C10126 for 18,000 MMBtu from Kirkwall to Dawn for January 1, 2024 to March 31, 2025.

## **V. STANDARD OF REVIEW**

Under Section 3 of the NGA, the import and export of natural gas from and to a nation with which there is in effect an FTA requiring national treatment for trade in natural gas are deemed to be consistent with the public interest, and applications for such imports or exports must be granted without modification or delay.<sup>9</sup> Under this statutory framework, DOE/FECM found in Order No. 3912 that the authorization sought in Seneca Resources' original Application was consistent with the public interest.<sup>10</sup> This Request does not modify the public interest analysis in Order No. 3912, and Seneca Resources respectfully submits that good cause exists to grant the requested amendment.

## **VI. DISCUSSION**

### **A. The Requested Amendment Does Not Alter DOE/FECM's Prior Public Interest Determination.**

Granting the Request would in no way alter the prior public interest analysis DOE/FECM undertook in Order No. 3912, which found Seneca Resources' proposed export to be in the public interest.<sup>11</sup> Through this Request, Seneca Resources does not seek to modify any aspects of its existing export authorization beyond extending the term to align with the expiration date of its existing firm transportation contract with TCPL. DOE/FECM's prior public interest analysis in Order No. 3912 is not implicated by this Request, and need not be revisited by DOE/FECM in granting the same. For the foregoing reasons, Seneca Resources requests an extension of the deadline in Ordering Paragraph A of Order No. 3912 by approximately 7 years and 10 months, until October 31, 2031.

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<sup>9</sup> 15 U.S.C. § 717b(c).

<sup>10</sup> Order No. 3912 at 3.

<sup>11</sup> *Id.*

**B. Good Cause Exists to Grant the Amendment to Extend the Term of Seneca Resources' Existing Export Authorization.**

Seneca Resources' existing firm transportation contract with TCPL extends through October 31, 2031. Seneca Resources respectfully submits that there is good cause to extend the term of its existing export authorization to ensure Seneca Resources' export authorization remains valid for the entirety of its existing firm transportation contract.

**I. ENVIRONMENTAL IMPACTS**

As was true for Seneca Resources' original Application in this Docket, granting the requested amendment is not expected to have any environmental impacts. Transportation of natural gas within the United States, across the U.S.-Canada border, and within Canada will occur over existing pipeline facilities.

**II. APPENDICES**

Appendix A:	Verification
Appendix B:	Opinion of Counsel
Appendix C:	Contractual Agreements [Redacted]

**III. CONCLUSION**

For the foregoing reasons, Seneca Resources respectfully requests that DOE/FECM grant this Request for an amendment to extend the end date of its existing long-term export authorization under Order No. 3912 from December 31, 2023, to October 31, 2031.

Respectfully submitted,

/s/ Andrea Wolfman

Andrea Wolfman  
Shannon E. O'Neil

*Counsel for Seneca Resources Company, LLC*

Date: June 28, 2023

## **APPENDIX A**

### **VERIFICATION**



**UNITED STATES OF AMERICA  
DEPARTMENT OF ENERGY  
OFFICE OF FOSSIL ENERGY AND CARBON MANAGEMENT**

In the Matter of:

Docket No. 16-118-NG

SENECA RESOURCES COMPANY, LLC

**VERIFICATION**

The undersigned, Shannon E. O'Neil, being duly sworn, states that she is the authorized representative of Seneca Resources Company, LLC; that she is familiar with the contents of the Request of Seneca Resources Company, LLC for Amendment to Existing Long-Term Authorization to Export Natural Gas to Canada; that to the best of her knowledge, the same or a related matter is not being considered by any other part of the Department of Energy or any other Federal agency or department; and that all statements and matters set forth in the Application are true and correct to the best of her knowledge, information, and belief.

  
Shannon E. O'Neil

Sworn to and subscribed before me, a Notary Public in and for the District of Columbia  
on this 28<sup>th</sup> day of June, 2023.

  
Notary Public

My Commission expires: 9/30/2027



AILEASE BULLARD  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires September 30, 2027

## **APPENDIX B**

### **OPINION OF COUNSEL**

## OPINION OF COUNSEL

This opinion is submitted pursuant to 10 C.F.R. § 590.202(c) of the Department of Energy administrative procedures. The undersigned is counsel to

Seneca Resources Company, LLC  
(Company)

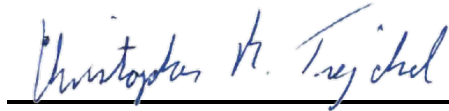
I have reviewed the corporate documents and it is my opinion that the proposed export of natural gas is within the company's corporate powers.

Respectfully submitted.

Christopher M. Trejchel

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(Please Print Your Name)



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(Signature)

Deputy General Counsel

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(Title)

## **APPENDIX C**

CONTRACTUAL AGREEMENTS [REDACTED]

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**TRANSACTION CONFIRMATION  
FOR IMMEDIATE DELIVERY**



Trade Date: 11/06/2015

BP Contract ID: 5507726

BP Deal ID: 9793178

This Transaction Confirmation confirms the terms of the transaction between the parties and is subject to the terms and conditions of the Base Contract dated 11/06/2015.

<b>Buyer:</b>		<b>Seller:</b>	
Rep: Dean Drozdiak		Attn: Confirmation Dept	
BP Canada Energy Group ULC		Seneca Resources Corporation	
240 - 4th Avenue SW			
Calgary AB T2P 2H8			
<b>Broker:</b>		<b>Phone:</b> (713) 654-2683	
		<b>Fax:</b> (412) 358-0127	
<b>Delivery Period:</b>	<b>Start Date:</b> 11/01/2016	<b>End Date:</b> 12/31/2023	
<b>Pipeline:</b>	Union Gas Limited	<b>Quantity Total by Delivery Point:</b> 18,000 / MMBTU / Daily	
<b>Delivery Point(s):</b>	Dawn Union (Union) / DAWN		
<b>Contract Price:</b>			
<b>Performance Obligation and Contract Quantity:</b>			
		<b>FIRMPFIXQTY:</b> 18,000 / MMBTU / Daily	

**Special Conditions:**

In the event that the parties have not yet executed a Base Contract, this transaction shall be subject to the NAESB Standard 6.3.1, September 5, 2006 Base Contract for Sale and Purchase of Natural Gas and General Terms and Condition related thereto, with all default elections being deemed selected by the parties. Upon the execution of any Base Contract between the parties, this transaction shall be merged into and governed by such executed Base Contract.

Buyer shall have the right, in its sole discretion, to terminate this Transaction Confirmation if Seller does not execute a NAESB Contract, including Special Provisions, with Buyer by January 31, 2016.

Please confirm the foregoing correctly sets forth the terms of our agreement with respect to this Transaction by signing in the space provided below and returning a copy of the executed confirmation within five (5) business days of receipt. Failure to respond by providing a signed copy of this Transaction Confirmation or an objection to any specific terms to which the counterparty does not agree will be deemed acceptance of the terms hereof.

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If you have any questions, please contact the Confirmation Department by:

Phone - (713) 323-1866

Fax - (281) 227-8470

email - NAGPconfirmations@bp.com

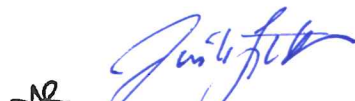
BP Canada Energy Group ULC

Seneca Resources Corporation



By: Dean Drozdiak

Date: 11/09/2015



By: Justin I Loweth

Date: 11/12/15

DR

PAT

TRANSACTION CONFIRMATION  
FOR IMMEDIATE DELIVERY

Trade Date: 09/09/2022  
BP Contract ID: 25412  
BP Deal ID: 17581828

This Transaction Confirmation confirms the terms of the transaction between the parties and is subject to the terms and conditions of the Base Contract dated 11/06/2015.

**Buyer:**

BP Canada Energy Group ULC  
Rep: Anna Wright  
240 - 4th Avenue SW  
Calgary AB T2P 2H8

**Seller:**

Seneca Resources Company, LLC  
Attn: Rob Lindroos

Phone: (412) 548-2611  
Fax: (412) 358-0127  
Email: senecamarketing@srcx.com

**Deal Term:** **Begin:** 01/01/2024

**End :** 03/31/2025

**Delivery Period:** **Start Date:** 01/01/2024

**End Date:** 03/31/2025

**Pipeline:** ENBRIDGE GAS INC

**Quantity Total by Delivery Point:** 18,000 / MMBTU / Daily

**Delivery Point(s):** UNION - DAWN / DAWN

**Contract Price:** [REDACTED]

**Performance Obligation and Contract Quantity:**

FIRM: 18,000 / MMBTU / Daily

**Special Conditions:**

Please confirm the foregoing correctly sets forth the terms of our agreement with respect to this Transaction by signing in the space provided below and returning a copy of the executed confirmation within five (5) business days of receipt. Failure to respond by providing a signed copy of this Transaction Confirmation or an objection to any specific terms to which the counterparty does not agree will be deemed acceptance of the terms hereof.

Please return all confirmations to the BP Confirmation Department by:

Fax - (713) 231-1757

email - GPTAconfirmations@bp.com

**BP Canada Energy Group ULC**

**Seneca Resources Company, LLC**

By: Anna Wright

Date: 09/09/2022

By:

Date:

DocuSigned by:

5DBCE29094304E4...

Justin Loweth

President

9/12/2022

**CONTRACT SUMMARY****TransCanada PipeLines Limited**

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Shipper:	<b>SENECA RESOURCES CORPORATION</b>
Class of Service:	<b>Firm Transportation (FT)</b>
Contract Date:	15 <sup>th</sup> day of September, 2016
Contract Demand:	18,991 GJ' s per day
Contract Number:	54252
Date of Commencement:	1 <sup>st</sup> day of November, 2016
Date of Expiry:	31 <sup>st</sup> day of October, 2031
Receipt Point and Interconnecting Pipeline:	Niagara Falls - Tennessee Gas Pipeline Company
Delivery Point and Interconnecting Pipeline;	Kirkwall – TransCanada PipeLines Limited / Union Gas Limited
Domestic/Export Contract:	Domestic
Note:	FT contract as a result of the January 15, 2014 New Capacity Open Season
Prepared by:	Sherri Grassick / Amelia Cheung



**Transportation Tariff****TransCanada PipeLines Limited**

FT CONTRACT

**FIRM TRANSPORTATION SERVICE CONTRACT**

THIS FIRM TRANSPORTATION SERVICE CONTRACT, made as of the 15<sup>th</sup> day of September, 2016.

BETWEEN:

TRANSCANADA PIPELINES LIMITED  
a Canadian corporation  
("TransCanada")

OF THE FIRST PART

AND:

SENECA RESOURCES CORPORATION  
a Corporation incorporated under the laws of  
the State of Pennsylvania  
("Shipper")

OF THE SECOND PART

WITNESSES THAT:

WHEREAS TransCanada owns and operates a natural gas pipeline system extending from a point near the Alberta/Saskatchewan border where TransCanada's facilities interconnect with the facilities of NOVA Gas Transmission Ltd. easterly to the Province of Quebec with branch lines extending to various points on the Canada/United States of America International Border; and

WHEREAS Shipper has satisfied in full, or TransCanada has waived, each of the conditions precedent set out in Sections 1.1 (b) and (c) of TransCanada's Firm Transportation Service Toll Schedule referred to in Section 7.1 hereof (the "FT Toll Schedule"); and

WHEREAS Shipper has requested and TransCanada has agreed to transport quantities of gas, that are delivered by Shipper or Shipper's agent to TransCanada at the Receipt Point(s) referred to in Section 3.2 hereof (the "Receipt Point(s)"), to the Delivery Point(s) referred to in Section 3.1 hereof (the "Delivery Point(s)") pursuant to the terms and conditions of this Contract; and

WHEREAS the parties hereto have heretofore entered into an agreement dated as of the 2<sup>nd</sup> day of June, 2014, the ("Precedent Agreement") which bound them, subject to the fulfillment or waiver of the conditions precedent therein set forth, to enter into a Contract substantially upon the terms and conditions hereinafter described; and

WHEREAS the conditions precedent of the Precedent Agreement have been satisfied or waived; and

**Transportation Tariff****TransCanada PipeLines Limited**

FT CONTRACT

WHEREAS the quantities of gas delivered hereunder by Shipper or Shipper's agent to TransCanada are to be removed from the province of production of such gas by Shipper and/or Shipper's suppliers and/or its (their) designated agent(s) pursuant to valid and subsisting permits and/or such other authorizations in respect thereof.

NOW THEREFORE THIS CONTRACT WITNESSES THAT, in consideration of the covenants and agreement herein contained, the parties hereto covenant and agree as follows:

**ARTICLE I - COMMENCEMENT OF SERVICE**

1.1 TransCanada shall use reasonable efforts to have the additional facilities (and/or obtain such transportation arrangements on other gas transmission systems) as may be required to effect the transportation of the gas hereunder (the "Necessary Capacity") in place by the 1<sup>st</sup> day of November, 2016, or as soon as possible thereafter. TransCanada's ability to provide service by the 1<sup>st</sup> day of November, 2016, will be subject to, inter alia:

- (a) the timing of receipt by Shipper and TransCanada of the authorizations referred to in paragraphs 1 and 2 of the Precedent Agreement which are required prior to the commencement of construction of TransCanada's facilities and the timing of the commencement of the services required by TransCanada (if any) on Other Pipelines; and
- (b) the lead time required for the acquisition, construction and installation of those facilities required by TransCanada.

TransCanada shall use reasonable efforts to provide Shipper with ten (10) days advance Notice of the anticipated availability of the Necessary Capacity (the "Advance Notice"). TransCanada shall give Shipper Notice of the actual date of availability of the Necessary Capacity ("TransCanada's Notice"), and service hereunder shall not commence prior to the actual date of availability of the Necessary Capacity.

1.2 The date of commencement of service hereunder (the "Date of Commencement") shall be the earlier of:

- (a) the date for which Shipper first nominates and TransCanada authorizes service hereunder; or
- (b) the tenth (10<sup>th</sup>) day following the day on which Shipper received TransCanada's Notice;

PROVIDED that Shipper shall not be obligated to a Date of Commencement which is earlier than the 1<sup>st</sup> day of November, 2016, unless mutually agreed upon by both parties.

**Transportation Tariff****TransCanada PipeLines Limited**FT CONTRACT

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**ARTICLE II - GAS TO BE TRANSPORTED**

2.1 Subject to the provisions of this Contract, the FT Toll Schedule, the List of Tolls, and the General Terms and Conditions referred to in Section 7.1 hereof, TransCanada shall provide transportation service hereunder for Shipper in respect of a quantity of gas which, in any one day from the Date of Commencement until the 31<sup>st</sup> day of October, 2031, shall not exceed 18,991 GJ (the "Contract Demand").

**ARTICLE III - DELIVERY POINT(S) AND RECEIPT POINT(S)**

3.1 The Delivery Point(s) hereunder are those points specified as such in Exhibit "1" which is attached hereto and made a part hereof.

3.2 The Receipt Point(s) hereunder are those points specified as such in Exhibit "1" hereof.

**ARTICLE IV - TOLLS**

4.1 Shipper shall pay for all transportation service hereunder from the Date of Commencement in accordance with TransCanada's FT Toll Schedule, List of Tolls, and General Terms and Conditions set out in TransCanada's Transportation Tariff as the same may be amended or approved from time to time by the National Energy Board (the "NEB").

**Transportation Tariff****TransCanada PipeLines Limited**

FT CONTRACT

**ARTICLE V - TERM OF CONTRACT**

5.1 This Contract shall be effective from the date hereof and shall continue until the 31<sup>st</sup> day of October, 2031.

**ARTICLE VI - NOTICES**

6.1 Any notice, request, demand, statement or bill (for the purpose of this paragraph, collectively referred to as "Notice") to or upon the respective parties hereto shall be in writing and shall be directed as follows:

**IN THE CASE OF TRANSCANADA:****TRANSCANADA PIPELINES LIMITED**

(i) mailing address:

P.O. Box 1000  
Station M  
Calgary, Alberta  
T2P 4K5

(ii) delivery address:

TransCanada Tower  
450 – 1<sup>st</sup> Street S.W.  
Calgary, Alberta  
T2P 5H1

Attention: Director, Customer Service  
Telecopy: (403) 920 - 2446

(iii) nominations:

Attention: Manager, Nominations and Allocations  
Telecopy: (403) 920 - 2446

(iv) bills:

Attention: Manager, Contracts and Billing  
Telecopy: (403) 920 - 2446

(v) other matters:

Attention: Director, Customer Service  
Telecopy: (403) 920 - 2446

**Transportation Tariff****TransCanada PipeLines Limited**

FT CONTRACT

**IN THE CASE OF SHIPPER:****SENECA RESOURCES CORPORATION**

## (i) mailing address:

5800 Corporate Drive, Suite 300  
McCandless Corporate Center  
Pittsburgh, Pennsylvania  
15237

## (ii) delivery address:

same as above

## (iii) nominations:

Attention: Rob Lindroos  
Telecopy: (412) 358-0127

## (iv) bills:

Attention: Greg Sikora  
Telecopy: (412) 358-0127  
E-mail address: SikoraG@srcx.com

## (v) other matters:

Attention: Rob Lindroos  
Telecopy: (412) 358-0127

Notice may be given by telecopier or other telecommunication device and any such Notice shall be deemed to be given four (4) hours after transmission. Notice may also be given by personal delivery or by courier and any such Notice shall be deemed to be given at the time of delivery. Any Notice may also be given by prepaid mail and any such Notice shall be deemed to be given four (4) days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event regular mail service, courier service, telecopier or other telecommunication service shall be interrupted by a cause beyond the control of the parties hereto, then the party sending the Notice shall utilize any service that has not been so interrupted to deliver such Notice. Each party shall provide Notice to the other of any change of address for the purposes hereof. Any Notice may also be given by telephone followed immediately by personal delivery, courier, prepaid mail, telecopier or other telecommunication, and any Notice so given shall be deemed to be given as of the date and time of the telephone notice.

**Transportation Tariff****TransCanada PipeLines Limited**FT CONTRACT

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**ARTICLE VII - MISCELLANEOUS PROVISIONS**

7.1 The FT Toll Schedule, the List of Tolls, and the General Terms and Conditions set out in TransCanada's Transportation Tariff as amended or approved from time to time by the NEB are all by reference made a part of this Contract and operations hereunder shall, in addition to the terms and conditions of this Contract, be subject to the provisions thereof. TransCanada shall notify Shipper at any time that TransCanada files with the NEB revisions to the FT Toll Schedule, the List of Tolls, and/or the General Terms and Conditions (the "Revisions") and shall provide Shipper with a copy of the Revisions.

7.2 The headings used throughout this Contract, the FT Toll Schedule, the List of Tolls, and the General Terms and Conditions are inserted for convenience of reference only and are not to be considered or taken into account in construing the terms or provisions thereof nor to be deemed in any way to qualify, modify or explain the effect of any such provisions or terms.

7.3 This Contract shall be construed and applied, and be subject to the laws of the Province of Alberta, and, when applicable, the laws of Canada, and shall be subject to the rules, regulations and orders of any regulatory or legislative authority having jurisdiction.

**Transportation Tariff****TransCanada PipeLines Limited**

FT CONTRACT

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

SENECA RESOURCES CORPORATION

TRANSCANADA PIPELINES LIMITED

Per: Name: JUSTIN I. LOWETHTitle: VICE PRESIDENTPer: Name: Norma MarchetTitle: Supervisor, Contracting

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Per: Name: Barbara MilesTitle: Manager  
Contracts & Billing**Contract Approval**

Customer Service Leader

Customer Representative

Legal Review

  
**PROFORMA  
APPROVED**

**Transportation Tariff**  
FT CONTRACT**TransCanada PipeLines Limited****EXHIBIT "1"**

This is EXHIBIT "1" to the FIRM TRANSPORTATION SERVICE CONTRACT made as of the 15<sup>th</sup> day of September, 2016 between TRANSCANADA PIPELINES LIMITED ("TransCanada") and SENECA RESOURCES CORPORATION ("Shipper").

The Delivery Point hereunder is the point of interconnection between the pipeline facilities of TransCanada and TransCanada PipeLines Limited / Union Gas Limited which is located at:

Kirkwall

The Receipt Point hereunder is the point of interconnection between the pipeline facilities of TransCanada and Tennessee Gas Pipeline Company which is located at:

Niagara Falls