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June 28, 2023

VIA EMAIL & 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: Application of Seneca Resources Company, LLC for Long-Term Authorization to Export
Natural Gas To Canada, FE Docket No. 23-67-NG

Dear Ms. Sweeney:

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

On this date, the undersigned is mailing to the above address an original copy of the Application, three additional copies of the same, and a copy of the electronic receipt for the \$50 filing fee. The undersigned is also transmitting by email to FERGAS@hq.doe.gov a PDF copy of the Application and a copy of the electronic receipt for the filing fee. I certify that the PDF copy is the same as the hard copies that are being mailed.

Please acknowledge receipt of this Application by email to andreawolfman@dwt.com and 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:)
) Docket No. 23-67-NG
)
SENECA RESOURCES COMPANY, LLC)

**APPLICATION FOR LONG-TERM AUTHORIZATION
TO EXPORT NATURAL GAS TO CANADA**

Pursuant to Section 3 of the Natural Gas Act (“NGA”),¹ and Part 590 of the Department of Energy (“DOE”) regulations,² Seneca Resources Company, LLC (“Seneca Resources”) requests that the DOE Office of Fossil Energy and Carbon Management (“DOE/FECM”) issue an order granting to Seneca Resources long-term authorization to export natural gas to Canada, up to a total volume equivalent to 45,000 MMBtu/day (43,394 Mcf/day), over an approximately 15-year term from September 1, 2023 to October 31, 2038.³

Under NGA Section 3(c), this Application concerning exports 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 consistent with the public interest” and is subject to the statutory imperative that such applications “shall be granted without modification or delay.”⁴ In support of this Application, Seneca Resources respectfully states the following:

¹ 15 U.S.C. § 717b(a).

² 10 C.F.R. Part 590.

³ Although the service contract for this capacity commenced September 1, 2022, Seneca Resources did not utilize the available capacity during the first year of the contract.

⁴ 15 U.S.C. § 717b(c).

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.

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. REQUESTED AUTHORIZATION

The natural gas to be exported under the requested authorization will be produced by Seneca Resources from its reserves and transported to the export point at Chippawa, New York on domestic interstate pipeline facilities owned by Empire Pipeline, Inc. 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 make all pipeline transportation arrangements for the natural gas to be exported for sale at the TransCanada Pipelines Limited (“TCPL”) interconnect with Enbridge Gas Inc. (“Enbridge”) at Kirkwall, Ontario. Additionally, Seneca Resources will comply with all reporting requirements deemed necessary by DOE/FECM, including filing monthly reports.

Any exports under the requested authorization will utilize capacity that Seneca Resources has contracted on TCPL to deliver the contracted-for volumes of natural gas from the point of exportation at the TCPL interconnect at the Chippawa, New York/Ontario, Canada border to Kirkwall, Ontario. A copy of the contractual agreement containing the terms of the transaction is provided in Appendix C to this Application.

The authorization sought herein will permit Seneca Resources to export its natural gas production to Canada to fully utilize its transportation capacity on TCPL. Seneca Resources respectfully requests expedited action on this Application prior to September 1, 2023. Good cause exists to act on this request prior to the ninety-day period established under 10 C.F.R. § 590.201(b), as expedited approval is necessary to ensure Seneca Resources’ ability to supply the anticipated and contracted-for volumes of natural gas.

IV. CONTRACT TERMS

The principal terms of the TCPL transportation agreement are as follows:

Term: September 1, 2022 to October 31, 2038.

Delivery/Export Point: Seneca Resources will sell natural gas at Kirkwall, Ontario.

The export point is at Chippawa, New York.

Quantity: The maximum daily quantity is 45,000 MMBtu/day (43,394 Mcf/day). All sales utilizing the TCPL capacity will occur on a firm basis.

Price: TCPL's FT Toll Schedule.

Transportation: Seneca Resources is responsible for all pipeline transportation to the point of sale and will use its contracted firm pipeline capacity.

V. DEEMED CONSISTENCY WITH THE PUBLIC INTEREST

Seneca Resources seeks an order under NGA Section 3(a), which provides that DOE/FECM shall authorize natural gas exports unless [it] "finds that the proposed exportation ... will not be consistent with the public interest."⁵ Because Seneca Resources proposes the exportation of natural gas from the United States to Canada, a nation with which there is in effect an FTA requiring national treatment for trade in natural gas, under NGA Section 3(c), the Seneca Resources exports are "deemed to be consistent with the public interest" by statutory directive

⁵ NGA Section 3(a) provides in pertinent part:

[N]o person shall export any natural gas from the United States to a foreign country or import any natural gas from a foreign country without first having secured an order of the Commission authorizing it to do so. The Commission shall issue such order upon application, unless, after opportunity for hearing, it finds that the proposed exportation or importation will not be consistent with the public interest.

15 U.S.C. § 717b(a). The Secretary of Energy's authority (established by the DOE Organization Act transferring jurisdiction from the Federal Power Commission) is delegated to DOE/FECM pursuant to Redelegation Order No. 00-02.04F (July 11, 2013).

and DOE/FECM is subject to the statutory imperative that such applications “shall be granted without modification or delay.”⁶

VI. ENVIRONMENTAL IMPACTS

Granting the requested long-term authorization 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.

VII. APPENDICES

Appendix A:	Verification
Appendix B:	Opinion of Counsel
Appendix C:	Contractual Agreement

VIII. CONCLUSION

Seneca Resources respectfully requests that DOE/FECM deem that the proposed exportation of natural gas to Canada is consistent with the public interest and grant, without modification or delay, its request, as more fully described in this Application, for long-term authorization to export natural gas to Canada at Chippawa, New York up to a total volume equivalent to 45,000 MMBtu/day (43,394 Mcf/day) of natural gas over an approximately 15-year period from September 1, 2023 to October 31, 2038. Further, Seneca Resources requests expedited approval of this Application before September 1, 2023.

⁶ 15 U.S.C. § 717b(c).

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:

SENECA RESOURCES COMPANY, LLC

Docket No. 23-67-NG

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 Seneca Resources Application for 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 28th 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

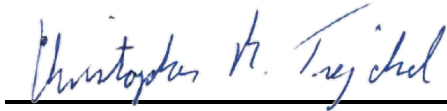
Seneca Resources Company, LLC
(Company)

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

(Please Print Your Name)



(Signature)

Deputy General Counsel

(Title)

APPENDIX C

CONTRACTUAL AGREEMENT

CONTRACT SUMMARY

Customer:	SENECA RESOURCES COMPANY, LLC
Class of Service:	Firm Transportation (FT)
Contract Date:	25 th day of July, 2022
Contract Demand:	45,000 GJ' s per day
Contract Number:	67879
Date of Commencement:	1 st day of September, 2022
Date of Expiry:	31 st day of October, 2038
Receipt Point and Interconnecting Pipeline:	Chippawa - Empire Pipeline, Inc.
Delivery Point and Interconnecting Pipeline;	Kirkwall - TransCanada PipeLines Limited / Union Gas Limited
Domestic/Export Contract:	Domestic
Note:	FT contract as a result of July 22, 2022 Existing Capacity Open Season
Prepared by:	Mainline Contracting

FIRM TRANSPORTATION SERVICE CONTRACT

THIS FIRM TRANSPORTATION SERVICE CONTRACT, made as of the 25th day of July, 2022.

BETWEEN:

TRANSCANADA PIPELINES LIMITED
a Canadian corporation
("TCPL")

OF THE FIRST PART

and

SENECA RESOURCES COMPANY, LLC
a Limited Liability Corporation incorporated under the laws of
the State of Pennsylvania
("Customer")

OF THE SECOND PART

WITNESSES THAT:

WHEREAS TCPL owns and operates a natural gas pipeline system extending from a point near the Alberta/Saskatchewan border where TCPL'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 Customer has satisfied in full, or TCPL has waived, each of the conditions precedent set out in Subsections 1.1 (b) and (c) of TCPL's Firm Transportation Service Toll Schedule referred to in Section 7.1 hereof (the "FT Toll Schedule"); and

WHEREAS Customer has requested and TCPL has agreed to transport quantities of gas, that are delivered by Customer or Customer's agent to TCPL 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 quantities of gas delivered hereunder by Customer or Customer's agent to TCPL are to be removed from the province of production of such gas by Customer and/or Customer'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 The date of commencement of service hereunder (the "Date of Commencement") shall be the 1st day of September, 2022.

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, TCPL shall provide transportation service hereunder for Customer in respect of a quantity of gas which, in any one day from the Date of Commencement until the 31st day of October, 2038, shall not exceed 45,000 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 Customer shall pay for all transportation service hereunder from the Date of Commencement in accordance with TCPL's FT Toll Schedule, List of Tolls, and General Terms and Conditions set out in TCPL's Transportation Tariff as the same may be amended or approved from time to time by the Canada Energy Regulator ("CER").

ARTICLE V – TERM OF CONTRACT

5.1 This Contract shall be effective from the date hereof and shall continue until the 31st day of October, 2038.

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 TCPL:

TRANSCANADA PIPELINES LIMITED

(i) mailing address:

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

(ii) delivery address:

TC Energy Tower
 450 – 1st Street S.W.
 Calgary, Alberta
 T2P 5H1

Attention: Director, Customer Service
 Fax: (403) 920.2446
 Email: N/A

(iii) nominations:

Attention: Manager, Nominations and Allocations
 Fax: (403) 920.2446
 Email: N/A

(iv) bills:

Attention: Manager, Contracts & Billing
 Fax: (403) 920.2446
 Email: N/A

(v) other matters:

Attention: Director, Customer Service
 Fax: (403) 920.2446
 Email: N/A

Transportation Tariff
FT Contract

TransCanada PipeLines Limited

IN THE CASE OF CUSTOMER:

SENECA RESOURCES COMPANY, LLC

(i) mailing address:

1201 Louisiana Street, Suite 2600
Houston, Texas
77002

(ii) delivery address:

same as above

(iii) nominations:

Attention: Rob Lindroos
Fax: (713) 654-2603
Email: lindroosr@srcx.com

(iv) bills:

Attention: Greg Sikora
Fax: (412) 358-0127
E-mail: sikorag@srcx.com

(v) other matters:

Attention: Rob Lindroos
Fax: (713) 654-2603
Email: lindroosr@srcx.com

Notice may be given by fax or other electronic means, as determined by TCPL and posted on TCPL's website, 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, fax or other electronic means 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, including but not limited to telephone. To be deemed to be Notice, any notice given by telephone shall be followed immediately by personal delivery, courier, prepaid mail, fax or other electronic means, and any Notice so given shall be deemed to be given as of the date and time of the telephone call. Each party shall provide Notice to the other of any change of address for the purposes hereof.

ARTICLE VII – MISCELLANEOUS PROVISIONS

7.1 The FT Toll Schedule, the List of Tolls, and the General Terms and Conditions set out in TCPL's Transportation Tariff as amended or approved from time to time by the CER 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. TCPL shall notify Customer at any time that TCPL files with the CER revisions to the FT Toll Schedule, the List of Tolls, and/or the General Terms and Conditions (the "Revisions") and shall provide Customer with a copy of the Revisions.

**Transportation Tariff
FT Contract**

TransCanada PipeLines Limited

- 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.

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

**SENECA RESOURCES COMPANY,
LLC**

Signed: Justin Loweth
DocuSigned by:
Justin Loweth
5DBCE29694364E4...

Name: _____
Justin Loweth

Title: _____
President

Signed: _____

Name: _____

Title: _____

TRANSCANADA PIPELINES LIMITED

Signed: Tim Stringer
DocuSigned by:
Tim Stringer
AC009CF91ED84C3...

Name: _____
Tim Stringer

Title: _____
Manager, Marketing - Eastern Markets

Signed: Amelia Cheung
DocuSigned by:
Amelia Cheung
2884CE94810C4DD...

Name: _____
Amelia Cheung

Title: _____
Marketing Representative, Eastern Markets

DS
LKT

DS
COW

Approved as to Form and Content:	
Business	<small>DS</small> al
Legal	PROFORMA APPROVED

EXHIBIT "1"

This is EXHIBIT "1" to the FIRM TRANSPORTATION SERVICE CONTRACT made as of the 25th day of July, 2022 between TRANSCANADA PIPELINES LIMITED ("TCPL") and SENECA RESOURCES COMPANY, LLC ("Customer").

The Delivery Point hereunder is the point of interconnection between the pipeline facilities of TCPL 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 TCPL and Empire Pipeline, Inc. which is located at: Chippawa.