

**SECTION D**  
**GAS SALES SERVICE**  
**General Terms and Conditions:**

A. Terms of Payment:

All bills are due and payable on or before the due date shown thereon.

B. Special Taxes:

1. In municipalities which levy special taxes, license fees, or street rentals against the Company, and which levy has been successfully maintained, customer's bills shall be increased within the limits of such municipalities so as to offset such special charges and thereby prevent the customers in other localities from being compelled to share any portion of such local increase.

2. Bills shall be increased to offset any new or increased specific tax or excise imposed by any governmental authority upon the Company's production, transmission or sale of gas.

C. Rules Applicable:

Service under all Rate Schedules shall be subject to the Rules and Regulations of the Company **as approved by the Michigan Public Service Commission. A customer that commences service under any of the Company's Rate Schedules thereby agrees to abide by all of the applicable Rules and Regulations.**

D. Controlled Service:

All Rates are subject to all provisions in Rule C2 of the Rules and Regulations of the Company which are applicable to priority of service hereunder.

E. Territory Served:

All Rates apply in the territory served by the Company, comprising the cities, villages and townships in all Districts in the applicable Rules and Regulations of the Company except where specifically noted.

Continued on Sheet No. D-2.00

Issued January 1, 2020  
Colleen Starring  
President  
Port Huron, MI

Effective for service rendered on and after  
January 1, 2020. Issued under authority of the  
Michigan Public Service Commission dated  
December 06, 2019 in Case No. U-20479



**SECTION D  
GAS SALES SERVICE  
SURCHARGES**

Energy Waste Reduction Program Clause – This clause permits, pursuant to Section 89(2) of 2016 PA 295, recovery of the actual costs of implementing its approved energy waste reduction plan. This charge is to be on a volumetric basis for all customers

Energy Waste Reduction  
Surcharge  
Case No. **U-21212**

Rate Class      All Dth per Month                      Distribution Charge      Billed Distribution Charge

Residential      \$0.5372 per Dth              +      \$2.2451 per Dth              =      **\$2.7823**per Dth

Low-Income      **\$0.1654** per Dth              +      \$2.2451 per Dth              =      **\$2.4105** per Dth

Rate Class      0 - 9 Dth per Month                      Distribution Charge      Billed Distribution Charge

GS-1              **\$2.8017** per Dth              +      \$1.9556 per Dth              =      **\$4.7582** per Dth

GS-2              **\$2.8017** per Dth              +      \$1.5226 per Dth              =      **\$4.3243** per Dth

GS-3              **\$2.8017** per Dth              +      \$1.1966 per Dth              =      **\$3.9983** per Dth

Rate Class      > 9 Dth per Month                      Distribution Charge      Billed Distribution Charge 2

GS-1              \$0.0001 per Dth              +      \$1.9556 per Dth              =      \$1.9557 per Dth

GS-2              \$0.0001 per Dth              +      \$1.5226 per Dth              =      \$1.5227 per Dth

GS-3              \$0.0001 per Dth              +      \$1.1966 per Dth              =      \$1.1967 per Dth

\*Low Income EWR Residential Monthly Credit qualifications are listed on Sheet D-7.00

Continued on Sheet D-2.01

Issued July 27, 2022  
Colleen Starring  
President  
Port Huron, MI

Effective for bills rendered  
on and after August 1, 2022. Issued under  
authority of the Michigan Public Service  
Commission dated July 27, 2022

Michigan Public Service Commission
<b>August 1, 2022</b>
Filed by: DW

Continued from Sheet No. D-2.00

**Infrastructure Reliability Improvement Program (“IRIP”)**

The IRIP program consists of projects that will specifically target and mitigate system vulnerabilities reducing the potential impact to customers of an unexpected weather event or isolated damage impeding supply. The customer surcharges identified below will be in effect beginning **January 2022** and will continue as approved in U-20479 until new rates are established in a future contested case addressing the IRIP.

Infrastructure Reliability Improvement Program  
(Surcharge)

<b>Rate Class</b>	<b>Amount</b>	<b>Order No.</b>
<b>Residential</b>	<b>\$0.30 per Month</b>	<b>U-20479</b>
<b>GS-1</b>	<b>\$0.76 per Month</b>	<b>U-20479</b>
<b>GS-2</b>	<b>\$3.95 per Month</b>	<b>U-20479</b>
<b>GS-3</b>	<b>\$23.79 per Month</b>	<b>U-20479</b>

Continued on Sheet No. D-3.00

Issued December 15, 2021  
Colleen Starring  
President  
Port Huron, MI



Effective for service rendered on and after  
January 1, 2022. Issued under authority of the  
Michigan Public Service Commission dated  
December 06, 2019 in Case No. U-20479

**The Gas Cost Recovery Factors**

The following maximum Gas Cost Recovery Factors for the April 2022 through March 2023 GCR plan period are authorized pursuant to the Gas Cost Recovery Clause:

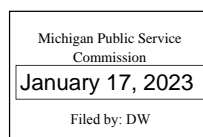
<b>Billing Months</b>	<b>Maximum Authorized Factor \$/Dth</b>	<b>Actual Factor Billed / Dth</b>
April, 2022	\$5.9660/Dth	\$5.8700/Dth
May, 2022	\$7.1160/Dth	\$7.1160/Dth
June, 2022	\$8.5750/Dth	\$7.7500/Dth
July, 2022	\$8.5750/Dth	\$8.5750/Dth
August, 2022	\$7.1202/Dth	\$6.9900/Dth
September, 2022	\$8.5570/Dth	\$8.5570/Dth
October, 2022	\$8.6561/Dth	\$8.6561/Dth
November, 2022	\$8.5125/Dth	\$8.5125/Dth
December, 2022	\$8.5125/Dth	\$7.5000/Dth
January, 2023	\$8.5125/Dth	\$7.5000/Dth
February, 2023	<b>\$8.5125/Dth</b>	<b>\$6.5500/Dth</b>
March, 2023		

The current month’s Gas Cost Recovery factor is composed of the following cost components:

Balance and Demand Charge	<b>\$1.0600/ Dth</b>
Gas Commodity Charge	<b>\$5.4900/ Dth</b>

**Issued January 13, 2022**  
Colleen Starring  
President  
Port Huron, MI

Effective for bills rendered on and after the first billing cycle of **February 1, 2023**. Issued under authority of Michigan Public Service Commission for in Case No. U-21070.



									April '22 March '23	
Fractional Mult. $F_m$						0.9419				
Plan NYMEX ( $X_{plan}$ )						\$8.2987				
Base GCR Factor						\$8.5125				
NYME X Increa se	Incremen tal Continge nt GCR Factor (Dth)	Resulti ng max allowab le GCR Factor (Dth)		NYME X Increa se	Incremen tal Continge nt GCR Factor (Dth)	Resulti ng max allowab le GCR Factor (Dth)		NYME X Increa se	Incremen tal Continge nt GCR Factor (Dth)	Resulti ng max allowab le GCR Factor (Dth)
\$0.01	\$0.0094	\$8.5219		\$0.40	\$0.3768	\$8.8893		\$0.79	\$0.7441	\$9.2566
\$0.02	\$0.0188	\$8.5313		\$0.41	\$0.3862	\$8.8987		\$0.80	\$0.7535	\$9.2660
\$0.03	\$0.0283	\$8.5408		\$0.42	\$0.3956	\$8.9081		\$0.81	\$0.7629	\$9.2754
\$0.04	\$0.0377	\$8.5502		\$0.43	\$0.4050	\$8.9175		\$0.82	\$0.7724	\$9.2849
\$0.05	\$0.0471	\$8.5596		\$0.44	\$0.4144	\$8.9269		\$0.83	\$0.7818	\$9.2943
\$0.06	\$0.0565	\$8.5690		\$0.45	\$0.4239	\$8.9364		\$0.84	\$0.7912	\$9.3037
\$0.07	\$0.0659	\$8.5784		\$0.46	\$0.4333	\$8.9458		\$0.85	\$0.8006	\$9.3131
\$0.08	\$0.0754	\$8.5879		\$0.47	\$0.4427	\$8.9552		\$0.86	\$0.8100	\$9.3225
\$0.09	\$0.0848	\$8.5973		\$0.48	\$0.4521	\$8.9646		\$0.87	\$0.8195	\$9.3320
\$0.10	\$0.0942	\$8.6067		\$0.49	\$0.4615	\$8.9740		\$0.88	\$0.8289	\$9.3414
\$0.11	\$0.1036	\$8.6161		\$0.50	\$0.4710	\$8.9835		\$0.89	\$0.8383	\$9.3508
\$0.12	\$0.1130	\$8.6255		\$0.51	\$0.4804	\$8.9929		\$0.90	\$0.8477	\$9.3602
\$0.13	\$0.1224	\$8.6349		\$0.52	\$0.4898	\$9.0023		\$0.91	\$0.8571	\$9.3696
\$0.14	\$0.1319	\$8.6444		\$0.53	\$0.4992	\$9.0117		\$0.92	\$0.8665	\$9.3790
\$0.15	\$0.1413	\$8.6538		\$0.54	\$0.5086	\$9.0211		\$0.93	\$0.8760	\$9.3885
\$0.16	\$0.1507	\$8.6632		\$0.55	\$0.5180	\$9.0305		\$0.94	\$0.8854	\$9.3979
\$0.17	\$0.1601	\$8.6726		\$0.56	\$0.5275	\$9.0400		\$0.95	\$0.8948	\$9.4073
\$0.18	\$0.1695	\$8.6820		\$0.57	\$0.5369	\$9.0494		\$0.96	\$0.9042	\$9.4167
\$0.19	\$0.1790	\$8.6915		\$0.58	\$0.5463	\$9.0588		\$0.97	\$0.9136	\$9.4261
\$0.20	\$0.1884	\$8.7009		\$0.59	\$0.5557	\$9.0682		\$0.98	\$0.9231	\$9.4356
\$0.21	\$0.1978	\$8.7103		\$0.60	\$0.5651	\$9.0776		\$0.99	\$0.9325	\$9.4450
\$0.22	\$0.2072	\$8.7197		\$0.61	\$0.5746	\$9.0871		\$1.00	\$0.9419	\$9.4544
\$0.23	\$0.2166	\$8.7291		\$0.62	\$0.5840	\$9.0965		\$1.01	\$0.9513	\$9.4638
\$0.24	\$0.2261	\$8.7386		\$0.63	\$0.5934	\$9.1059		\$1.02	\$0.9607	\$9.4732
\$0.25	\$0.2355	\$8.7480		\$0.64	\$0.6028	\$9.1153		\$1.03	\$0.9702	\$9.4827
\$0.26	\$0.2449	\$8.7574		\$0.65	\$0.6122	\$9.1247		\$1.04	\$0.9796	\$9.4921
\$0.27	\$0.2543	\$8.7668		\$0.66	\$0.6217	\$9.1342		\$1.05	\$0.9890	\$9.5015
\$0.28	\$0.2637	\$8.7762		\$0.67	\$0.6311	\$9.1436		\$1.06	\$0.9984	\$9.5109
\$0.29	\$0.2732	\$8.7857		\$0.68	\$0.6405	\$9.1530		\$1.07	\$1.0078	\$9.5203
\$0.30	\$0.2826	\$8.7951		\$0.69	\$0.6499	\$9.1624		\$1.08	\$1.0173	\$9.5298
\$0.31	\$0.2920	\$8.8045		\$0.70	\$0.6593	\$9.1718		\$1.09	\$1.0267	\$9.5392
\$0.32	\$0.3014	\$8.8139		\$0.71	\$0.6687	\$9.1812		\$1.10	\$1.0361	\$9.5486
\$0.33	\$0.3108	\$8.8233		\$0.72	\$0.6782	\$9.1907		\$1.11	\$1.0455	\$9.5580
\$0.34	\$0.3202	\$8.8327		\$0.73	\$0.6876	\$9.2001		\$1.12	\$1.0549	\$9.5674
\$0.35	\$0.3297	\$8.8422		\$0.74	\$0.6970	\$9.2095		\$1.13	\$1.0643	\$9.5768

Issued December 16, 2022  
Colleen Starring  
President  
Port Huron, MI

Michigan Public Service  
Commission  
January 3, 2023  
Filed by: DW

Effective for bills rendered on and after the  
first billing cycle of **January 1, 2023**. Issued under  
authority of Michigan Public Service Commission for  
in Case No. U-21070.

NYMEX Increase	Incremental Contingent GCR Factor (Dth)	Resulting max allowable GCR Factor (Dth)	NYMEX Increase	Incremental Contingent GCR Factor (Dth)	Resulting max allowable GCR Factor (Dth)	NYMEX Increase	Incremental Contingent GCR Factor (Dth)	Resulting max allowable GCR Factor (Dth)
\$1.14	\$1.0738	\$9.5863	\$1.50	\$1.4129	\$9.9254	\$1.86	\$1.7519	\$10.2644
\$1.15	\$1.0832	\$9.5957	\$1.51	\$1.4223	\$9.9348	\$1.87	\$1.7614	\$10.2739
\$1.16	\$1.0926	\$9.6051	\$1.52	\$1.4317	\$9.9442	\$1.88	\$1.7708	\$10.2833
\$1.17	\$1.1020	\$9.6145	\$1.53	\$1.4411	\$9.9536	\$1.89	\$1.7802	\$10.2927
\$1.18	\$1.1114	\$9.6239	\$1.54	\$1.4505	\$9.9630	\$1.90	\$1.7896	\$10.3021
\$1.19	\$1.1209	\$9.6334	\$1.55	\$1.4599	\$9.9724	\$1.91	\$1.7990	\$10.3115
\$1.20	\$1.1303	\$9.6428	\$1.56	\$1.4694	\$9.9819	\$1.92	\$1.8084	\$10.3209
\$1.21	\$1.1397	\$9.6522	\$1.57	\$1.4788	\$9.9913	\$1.93	\$1.8179	\$10.3304
\$1.22	\$1.1491	\$9.6616	\$1.58	\$1.4882	\$10.0007	\$1.94	\$1.8273	\$10.3398
\$1.23	\$1.1585	\$9.6710	\$1.59	\$1.4976	\$10.0101	\$1.95	\$1.8367	\$10.3492
\$1.24	\$1.1680	\$9.6805	\$1.60	\$1.5070	\$10.0195	\$1.96	\$1.8461	\$10.3586
\$1.25	\$1.1774	\$9.6899	\$1.61	\$1.5165	\$10.0290	\$1.97	\$1.8555	\$10.3680
\$1.26	\$1.1868	\$9.6993	\$1.62	\$1.5259	\$10.0384	\$1.98	\$1.8650	\$10.3775
\$1.27	\$1.1962	\$9.7087	\$1.63	\$1.5353	\$10.0478	\$1.99	\$1.8744	\$10.3869
\$1.28	\$1.2056	\$9.7181	\$1.64	\$1.5447	\$10.0572	\$2.00	\$1.8838	\$10.3963
\$1.29	\$1.2151	\$9.7276	\$1.65	\$1.5541	\$10.0666	\$2.01	\$1.8932	\$10.4057
\$1.30	\$1.2245	\$9.7370	\$1.66	\$1.5636	\$10.0761	\$2.02	\$1.9026	\$10.4151
\$1.31	\$1.2339	\$9.7464	\$1.67	\$1.5730	\$10.0855	\$2.03	\$1.9121	\$10.4246
\$1.32	\$1.2433	\$9.7558	\$1.68	\$1.5824	\$10.0949	\$2.04	\$1.9215	\$10.4340
\$1.33	\$1.2527	\$9.7652	\$1.69	\$1.5918	\$10.1043	\$2.05	\$1.9309	\$10.4434
\$1.34	\$1.2621	\$9.7746	\$1.70	\$1.6012	\$10.1137	\$2.06	\$1.9403	\$10.4528
\$1.35	\$1.2716	\$9.7841	\$1.71	\$1.6106	\$10.1231	\$2.07	\$1.9497	\$10.4622
\$1.36	\$1.2810	\$9.7935	\$1.72	\$1.6201	\$10.1326	\$2.08	\$1.9592	\$10.4717
\$1.37	\$1.2904	\$9.8029	\$1.73	\$1.6295	\$10.1420	\$2.09	\$1.9686	\$10.4811
\$1.38	\$1.2998	\$9.8123	\$1.74	\$1.6389	\$10.1514	\$2.10	\$1.9780	\$10.4905
\$1.39	\$1.3092	\$9.8217	\$1.75	\$1.6483	\$10.1608	\$2.11	\$1.9874	\$10.4999
\$1.40	\$1.3187	\$9.8312	\$1.76	\$1.6577	\$10.1702	\$2.12	\$1.9968	\$10.5093
\$1.41	\$1.3281	\$9.8406	\$1.77	\$1.6672	\$10.1797	\$2.13	\$2.0062	\$10.5187
\$1.42	\$1.3375	\$9.8500	\$1.78	\$1.6766	\$10.1891	\$2.14	\$2.0157	\$10.5282
\$1.43	\$1.3469	\$9.8594	\$1.79	\$1.6860	\$10.1985	\$2.15	\$2.0251	\$10.5376
\$1.44	\$1.3563	\$9.8688	\$1.80	\$1.6954	\$10.2079	\$2.16	\$2.0345	\$10.5470
\$1.45	\$1.3658	\$9.8783	\$1.81	\$1.7048	\$10.2173	\$2.17	\$2.0439	\$10.5564
\$1.46	\$1.3752	\$9.8877	\$1.82	\$1.7143	\$10.2268	\$2.18	\$2.0533	\$10.5658
\$1.47	\$1.3846	\$9.8971	\$1.83	\$1.7237	\$10.2362	\$2.19	\$2.0628	\$10.5753
\$1.48	\$1.3940	\$9.9065	\$1.84	\$1.7331	\$10.2456	\$2.20	\$2.0722	\$10.5847
\$1.49	\$1.4034	\$9.9159	\$1.85	\$1.7425	\$10.2550	\$2.21	\$2.0816	\$10.5941

**Issued December 16, 2022**  
Colleen Starring  
President  
Port Huron, MI

Effective for bills rendered on and after the first billing cycle of **January 1, 2023**. Issued under authority of Michigan Public Service Commission for in Case No. U-21070.

Michigan Public Service Commission
<b>January 3, 2023</b>
Filed by: DW

NYMEX Increase	Incremental Contingent GCR Factor (Dth)	Resulting max allowable GCR Factor (Dth)	NYMEX Increase	Incremental Contingent GCR Factor (Dth)	Resulting max allowable GCR Factor (Dth)	NYMEX Increase	Incremental Contingent GCR Factor (Dth)	Resulting max allowable GCR Factor (Dth)
\$2.22	\$2.0910	\$10.6035	\$2.66	\$2.5055	\$11.0180	\$3.10	\$2.9199	\$11.4324
\$2.23	\$2.1004	\$10.6129	\$2.67	\$2.5149	\$11.0274	\$3.11	\$2.9293	\$11.4418
\$2.24	\$2.1099	\$10.6224	\$2.68	\$2.5243	\$11.0368	\$3.12	\$2.9387	\$11.4512
\$2.25	\$2.1193	\$10.6318	\$2.69	\$2.5337	\$11.0462	\$3.13	\$2.9481	\$11.4606
\$2.26	\$2.1287	\$10.6412	\$2.70	\$2.5431	\$11.0556	\$3.14	\$2.9576	\$11.4701
\$2.27	\$2.1381	\$10.6506	\$2.71	\$2.5525	\$11.0650	\$3.15	\$2.9670	\$11.4795
\$2.28	\$2.1475	\$10.6600	\$2.72	\$2.5620	\$11.0745	\$3.16	\$2.9764	\$11.4889
\$2.29	\$2.1570	\$10.6695	\$2.73	\$2.5714	\$11.0839	\$3.17	\$2.9858	\$11.4983
\$2.30	\$2.1664	\$10.6789	\$2.74	\$2.5808	\$11.0933	\$3.18	\$2.9952	\$11.5077
\$2.31	\$2.1758	\$10.6883	\$2.75	\$2.5902	\$11.1027	\$3.19	\$3.0047	\$11.5172
\$2.32	\$2.1852	\$10.6977	\$2.76	\$2.5996	\$11.1121	\$3.20	\$3.0141	\$11.5266
\$2.33	\$2.1946	\$10.7071	\$2.77	\$2.6091	\$11.1216	\$3.21	\$3.0235	\$11.5360
\$2.34	\$2.2040	\$10.7165	\$2.78	\$2.6185	\$11.1310	\$3.22	\$3.0329	\$11.5454
\$2.35	\$2.2135	\$10.7260	\$2.79	\$2.6279	\$11.1404	\$3.23	\$3.0423	\$11.5548
\$2.36	\$2.2229	\$10.7354	\$2.80	\$2.6373	\$11.1498	\$3.24	\$3.0518	\$11.5643
\$2.37	\$2.2323	\$10.7448	\$2.81	\$2.6467	\$11.1592	\$3.25	\$3.0612	\$11.5737
\$2.38	\$2.2417	\$10.7542	\$2.82	\$2.6562	\$11.1687	\$3.26	\$3.0706	\$11.5831
\$2.39	\$2.2511	\$10.7636	\$2.83	\$2.6656	\$11.1781	\$3.27	\$3.0800	\$11.5925
\$2.40	\$2.2606	\$10.7731	\$2.84	\$2.6750	\$11.1875	\$3.28	\$3.0894	\$11.6019
\$2.41	\$2.2700	\$10.7825	\$2.85	\$2.6844	\$11.1969	\$3.29	\$3.0989	\$11.6114
\$2.42	\$2.2794	\$10.7919	\$2.86	\$2.6938	\$11.2063	\$3.30	\$3.1083	\$11.6208
\$2.43	\$2.2888	\$10.8013	\$2.87	\$2.7033	\$11.2158	\$3.31	\$3.1177	\$11.6302
\$2.44	\$2.2982	\$10.8107	\$2.88	\$2.7127	\$11.2252	\$3.32	\$3.1271	\$11.6396
\$2.45	\$2.3077	\$10.8202	\$2.89	\$2.7221	\$11.2346	\$3.33	\$3.1365	\$11.6490
\$2.46	\$2.3171	\$10.8296	\$2.90	\$2.7315	\$11.2440	\$3.34	\$3.1459	\$11.6584
\$2.47	\$2.3265	\$10.8390	\$2.91	\$2.7409	\$11.2534	\$3.35	\$3.1554	\$11.6679
\$2.48	\$2.3359	\$10.8484	\$2.92	\$2.7503	\$11.2628	\$3.36	\$3.1648	\$11.6773
\$2.49	\$2.3453	\$10.8578	\$2.93	\$2.7598	\$11.2723	\$3.37	\$3.1742	\$11.6867
\$2.50	\$2.3547	\$10.8672	\$2.94	\$2.7692	\$11.2817	\$3.38	\$3.1836	\$11.6961
\$2.51	\$2.3642	\$10.8767	\$2.95	\$2.7786	\$11.2911	\$3.39	\$3.1930	\$11.7055
\$2.52	\$2.3736	\$10.8861	\$2.96	\$2.7880	\$11.3005	\$3.40	\$3.2025	\$11.7150
\$2.53	\$2.3830	\$10.8955	\$2.97	\$2.7974	\$11.3099	\$3.41	\$3.2119	\$11.7244
\$2.54	\$2.3924	\$10.9049	\$2.98	\$2.8069	\$11.3194	\$3.42	\$3.2213	\$11.7338
\$2.55	\$2.4018	\$10.9143	\$2.99	\$2.8163	\$11.3288	\$3.43	\$3.2307	\$11.7432
\$2.56	\$2.4113	\$10.9238	\$3.00	\$2.8257	\$11.3382	\$3.44	\$3.2401	\$11.7526
\$2.57	\$2.4207	\$10.9332	\$3.01	\$2.8351	\$11.3476	\$3.45	\$3.2496	\$11.7621
\$2.58	\$2.4301	\$10.9426	\$3.02	\$2.8445	\$11.3570	\$3.46	\$3.2590	\$11.7715
\$2.59	\$2.4395	\$10.9520	\$3.03	\$2.8540	\$11.3665	\$3.47	\$3.2684	\$11.7809
\$2.60	\$2.4489	\$10.9614	\$3.04	\$2.8634	\$11.3759	\$3.48	\$3.2778	\$11.7903
\$2.61	\$2.4584	\$10.9709	\$3.05	\$2.8728	\$11.3853	\$3.49	\$3.2872	\$11.7997
\$2.62	\$2.4678	\$10.9803	\$3.06	\$2.8822	\$11.3947	\$3.50	\$3.2966	\$11.8091
\$2.63	\$2.4772	\$10.9897	\$3.07	\$2.8916	\$11.4041	\$3.51	\$3.3061	\$11.8186
\$2.64	\$2.4866	\$10.9991	\$3.08	\$2.9011	\$11.4136	\$3.52	\$3.3155	\$11.8280
\$2.65	\$2.4960	\$11.0085	\$3.09	\$2.9105	\$11.4230	\$3.53	\$3.3249	\$11.8374

**Issued December 16, 2022**  
Colleen Starring  
President  
Port Huron, MI

Effective for bills rendered on and after the first billing cycle of **January 1, 2023**. Issued under authority of Michigan Public Service Commission for in Case No. U-21070.

Michigan Public Service Commission
<b>January 3, 2023</b>
Filed by: DW

NYMEX Increase	Incremental Contingent GCR Factor (Dth)	Resulting max allowable GCR Factor (Dth)		NYMEX Increase	Incremental Contingent GCR Factor (Dth)	Resulting max allowable GCR Factor (Dth)		NYMEX Increase	Incremental Contingent GCR Factor (Dth)	Resulting max allowable GCR Factor (Dth)
\$3.54	\$3.3343	\$11.8468		\$3.77	\$3.5510	\$12.0635		\$4.00	\$3.7676	\$12.2801
\$3.55	\$3.3437	\$11.8562		\$3.78	\$3.5604	\$12.0729		\$4.01	\$3.7770	\$12.2895
\$3.56	\$3.3532	\$11.8657		\$3.79	\$3.5698	\$12.0823		\$4.02	\$3.7864	\$12.2989
\$3.57	\$3.3626	\$11.8751		\$3.80	\$3.5792	\$12.0917		\$4.03	\$3.7959	\$12.3084
\$3.58	\$3.3720	\$11.8845		\$3.81	\$3.5886	\$12.1011		\$4.04	\$3.8053	\$12.3178
\$3.59	\$3.3814	\$11.8939		\$3.82	\$3.5981	\$12.1106		\$4.05	\$3.8147	\$12.3272
\$3.60	\$3.3908	\$11.9033		\$3.83	\$3.6075	\$12.1200		\$4.06	\$3.8241	\$12.3366
\$3.61	\$3.4003	\$11.9128		\$3.84	\$3.6169	\$12.1294		\$4.07	\$3.8335	\$12.3460
\$3.62	\$3.4097	\$11.9222		\$3.85	\$3.6263	\$12.1388		\$4.08	\$3.8430	\$12.3555
\$3.63	\$3.4191	\$11.9316		\$3.86	\$3.6357	\$12.1482		\$4.09	\$3.8524	\$12.3649
\$3.64	\$3.4285	\$11.9410		\$3.87	\$3.6452	\$12.1577		\$4.10	\$3.8618	\$12.3743
\$3.65	\$3.4379	\$11.9504		\$3.88	\$3.6546	\$12.1671		\$4.11	\$3.8712	\$12.3837
\$3.66	\$3.4474	\$11.9599		\$3.89	\$3.6640	\$12.1765		\$4.12	\$3.8806	\$12.3931
\$3.67	\$3.4568	\$11.9693		\$3.90	\$3.6734	\$12.1859		\$4.13	\$3.8900	\$12.4025
\$3.68	\$3.4662	\$11.9787		\$3.91	\$3.6828	\$12.1953		\$4.14	\$3.8995	\$12.4120
\$3.69	\$3.4756	\$11.9881		\$3.92	\$3.6922	\$12.2047		\$4.15	\$3.9089	\$12.4214
\$3.70	\$3.4850	\$11.9975		\$3.93	\$3.7017	\$12.2142		\$4.16	\$3.9183	\$12.4308
\$3.71	\$3.4944	\$12.0069		\$3.94	\$3.7111	\$12.2236		\$4.17	\$3.9277	\$12.4402
\$3.72	\$3.5039	\$12.0164		\$3.95	\$3.7205	\$12.2330		\$4.18	\$3.9371	\$12.4496
\$3.73	\$3.5133	\$12.0258		\$3.96	\$3.7299	\$12.2424		\$4.19	\$3.9466	\$12.4591
\$3.74	\$3.5227	\$12.0352		\$3.97	\$3.7393	\$12.2518		\$4.20	\$3.9560	\$12.4685
\$3.75	\$3.5321	\$12.0446		\$3.98	\$3.7488	\$12.2613		\$4.21	\$3.9654	\$12.4779
\$3.76	\$3.5415	\$12.0540		\$3.99	\$3.7582	\$12.2707		\$4.22	\$3.9748	\$12.4873

**Issued December 16, 2022**  
Colleen Starring  
President  
Port Huron, MI

Effective for bills rendered on and after the first billing cycle of **January 1, 2023**. Issued under authority of Michigan Public Service Commission for in Case No. U-21070.

Michigan Public Service Commission
<b>January 3, 2023</b>
Filed by: DW



	Incremental Contingent GCR Factor (Dth)	Resulting max allowable GCR Factor (Dth)		NYMEX Increase	Incremental Contingent GCR Factor (Dth)	Resulting max allowable GCR Factor (Dth)		NYMEX Increase	Incremental Contingent GCR Factor (Dth)	Resulting max allowable GCR Factor (Dth)
\$4.23	\$3.9842	\$12.4967		\$4.50	\$4.2385	\$12.7510		\$4.77	\$4.4929	\$13.0054
\$4.24	\$3.9937	\$12.5062		\$4.51	\$4.2480	\$12.7605		\$4.78	\$4.5023	\$13.0148
\$4.25	\$4.0031	\$12.5156		\$4.52	\$4.2574	\$12.7699		\$4.79	\$4.5117	\$13.0242
\$4.26	\$4.0125	\$12.5250		\$4.53	\$4.2668	\$12.7793		\$4.80	\$4.5211	\$13.0336
\$4.27	\$4.0219	\$12.5344		\$4.54	\$4.2762	\$12.7887		\$4.81	\$4.5305	\$13.0430
\$4.28	\$4.0313	\$12.5438		\$4.55	\$4.2856	\$12.7981		\$4.82	\$4.5400	\$13.0525
\$4.29	\$4.0408	\$12.5533		\$4.56	\$4.2951	\$12.8076		\$4.83	\$4.5494	\$13.0619
\$4.30	\$4.0502	\$12.5627		\$4.57	\$4.3045	\$12.8170		\$4.84	\$4.5588	\$13.0713
\$4.31	\$4.0596	\$12.5721		\$4.58	\$4.3139	\$12.8264		\$4.85	\$4.5682	\$13.0807
\$4.32	\$4.0690	\$12.5815		\$4.59	\$4.3233	\$12.8358		\$4.86	\$4.5776	\$13.0901
\$4.33	\$4.0784	\$12.5909		\$4.60	\$4.3327	\$12.8452		\$4.87	\$4.5871	\$13.0996
\$4.34	\$4.0878	\$12.6003		\$4.61	\$4.3422	\$12.8547		\$4.88	\$4.5965	\$13.1090
\$4.35	\$4.0973	\$12.6098		\$4.62	\$4.3516	\$12.8641		\$4.89	\$4.6059	\$13.1184
\$4.36	\$4.1067	\$12.6192		\$4.63	\$4.3610	\$12.8735		\$4.90	\$4.6153	\$13.1278
\$4.37	\$4.1161	\$12.6286		\$4.64	\$4.3704	\$12.8829		\$4.91	\$4.6247	\$13.1372
\$4.38	\$4.1255	\$12.6380		\$4.65	\$4.3798	\$12.8923		\$4.92	\$4.6341	\$13.1466
\$4.39	\$4.1349	\$12.6474		\$4.66	\$4.3893	\$12.9018		\$4.93	\$4.6436	\$13.1561
\$4.40	\$4.1444	\$12.6569		\$4.67	\$4.3987	\$12.9112		\$4.94	\$4.6530	\$13.1655
\$4.41	\$4.1538	\$12.6663		\$4.68	\$4.4081	\$12.9206		\$4.95	\$4.6624	\$13.1749
\$4.42	\$4.1632	\$12.6757		\$4.69	\$4.4175	\$12.9300		\$4.96	\$4.6718	\$13.1843
\$4.43	\$4.1726	\$12.6851		\$4.70	\$4.4269	\$12.9394		\$4.97	\$4.6812	\$13.1937
\$4.44	\$4.1820	\$12.6945		\$4.71	\$4.4363	\$12.9488		\$4.98	\$4.6907	\$13.2032
\$4.45	\$4.1915	\$12.7040		\$4.72	\$4.4458	\$12.9583		\$4.99	\$4.7001	\$13.2126
\$4.46	\$4.2009	\$12.7134		\$4.73	\$4.4552	\$12.9677		\$5.00	\$4.7095	\$13.2220
\$4.47	\$4.2103	\$12.7228		\$4.74	\$4.4646	\$12.9771				
\$4.48	\$4.2197	\$12.7322		\$4.75	\$4.4740	\$12.9865				
\$4.49	\$4.2291	\$12.7416		\$4.76	\$4.4834	\$12.9959				

**Issued December 16, 2022**  
Colleen Starring  
President  
Port Huron, MI

Effective for bills rendered on and after the  
first billing cycle of **January 1, 2023**. Issued under  
authority of Michigan Public Service Commission for  
in Case No. U-21070.



This sheet has been cancelled and  
is reserved for future use.

Issued March 15, 2011  
Michael V. Palmeri  
Exec. V.P., C.O.O. and C.F.O.  
Port Huron, MI



Effective for bills rendered on and after the  
first billing cycle of April, 2011. Issued under  
authority of 1982 PA 304, Section 6h and the  
the Michigan Public Service Commission for  
Self-implementation in Case No. U-16483

Continued From D-4.00

**Monthly GCR Factor Ceiling Price Adjustment (Contingency) Mechanism**

**NYMEX Increase = (X - Xplan), not less than zero**

**X** = the simple average of the actual NYMEX monthly natural gas futures contract prices, (\$/MMBtu), for the 12-month period during which this plan case will be in effect. Closing prices may be used for months that are no longer trading. Settlement prices averaged over the first five trading days of the month prior to implementation are to be used for the remaining months still trading. **The maximum NYMEX increase is capped at a \$5.00 positive variance.**

**Xplan** = the 12- month NYMEX average incorporated in the calculation of the base GCR factor.

The two formulas used monthly to calculate the Maximum commodity charge is as follows:

- i) **Five Day NYMEX Commodity Average (X)-Plan NYMEX Base (xplan)=Positive Variance to Plan NYMEX (A)**
- ii) **Positive Variance to Plan NYMEX + Base Commodity (B)=Maximum Commodity**

**Approximately two weeks** before the beginning of each period, the company shall file with the Michigan Public Service Commission an updated Tariff Sheet No. D-3.00. This filing must be made regardless of whether it increases or decreases the maximum allowable GCR factor. The maximum **Commodity** will not be lowered below the base GCR **Commodity** nor will it reflect NYMEX prices below those used to calculate the base GCR **Commodity**. Upon request, supporting documents necessary to verify the new maximum allowable GCR factor will be provided, including a copy of the calculation of the five-day average of the NYMEX strip for the remaining months of the GCR period, and a copy of the published NYMEX futures prices sheets for the first five trading days of the month, such sheets being an authoritative source used by the gas industry.

Issued December 16, 2022  
James C. Larsen  
President  
Port Huron, MI



Effective for bills rendered on and after the first billing cycle of January 1, 2023. Issued under authority of the Michigan Public Service Commission dated December 9, 2022 in Case No. U-21070.

M.P.S.C. - No. 1 – Gas  
SEMCO ENERGY GAS COMPANY – M.P.S.C. DIVISION  
(To combine cancelled tariff sheets)

Third Revised Sheet No. D-6.10  
First Revised Sheet No. D-6.20  
First Revised Sheet No. D-6.30  
First Revised Sheet No. D-6.40

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These Sheets have been cancelled and  
are reserved for future use.

Issued March 15, 2011  
Michael V. Palmeri  
Exec. V.P., C.O.O. and C.F.O.  
Port Huron, MI



Effective for bills rendered on and after the  
first billing cycle of April, 2011. Issued under  
authority of 1982 PA 304, Section 6h and the  
the Michigan Public Service Commission for  
Self-implementation in Case No. U-16483.

Continued from Sheet No. D-6.40

### RESIDENTIAL SERVICE RATE

#### Availability:

Subject to restrictions contained in the Rules and Regulations of the Company, service is available under this Rate Schedule to any customer in the Company's Service Territory to meet residential gas requirements, as defined in Rule C2.7.

#### Characteristics of Service:

Continuous service, except as may be limited by the effective Rules and Regulations of the Company.

#### Residential Income Assistance (RIA) Service Provision

**When service is supplied to a residential customer for a primary residence, where the total household income does not exceed 150% of the Federal Poverty level, verified by confirmation of an authorized State or Federal agency, a credit shall be applied during all billing months.**

**The monthly credit for the RIA Service Provision shall be applied as follows:  
Income Assistance Credit: \$12.25 per customer per month**

#### Low-Income Assistance Credit (LIAC)

**Company selected residential customers may receive the LIAC. This credit is available for up to 2,000 qualifying residential customers. LIAC customer selection will be based on the following criteria:**

- 1. Customers whose total household income is at or below 150% Federal Poverty Level as confirmed by an authorized State, Federal, or community agency; or**
- 2. Customers who have received a Home Heating Credit in the previous 12 months; or**
- 3. Customers that receive any of the following state assistance programs:**
  - a. Assistance from a state emergency relief program**
  - b. Food Assistance Program**
  - c. Medicaid**

**The monthly credit for LIAC shall be applied as follows: \$30.00 per customer per month. If a credit balance occurs, the credit shall apply to the customer's future gas utility charges.**

#### Non-Gas Charges:

Customer Charge per meter:       **\$12.25** per month  
Distribution Charge               **\$2.2451** per Dth

#### Gas Cost Recovery Charges:

This rate is subject to the Gas Cost Recovery charges set forth on Sheet No. D-3.00.

#### Surcharges and Credits:

Gas service under this rate may be subject to surcharges and/or credits as indicated on Sheet Nos. D-2.00 and D-2.01.

Continued on Sheet D-8.00

Issued January 1, 2020  
Colleen Starring  
President  
Port Huron, MI



Effective for service rendered on and after  
January 1, 2020. Issued under authority of the  
Michigan Public Service Commission dated  
December 06, 2019 in Case No. U-20479

Continued from Sheet No. D-7.00

**Main Replacement Program Rider**

This rate is subject to the Main Replacement Program Rider charges set forth on Sheet No. C-37.00.

**Terms of Payment:**

A late payment charge of two percent (2%) of the delinquent balance shall be added to any bill which is not paid on or before the due date shown thereon. The late payment charge is not applicable to customers participating in the Winter Protection Plan set forth in Order U-4240.

**GENERAL SERVICE (GS) RATE**

**Availability:**

Subject to restrictions contained in the Rules and Regulations of the Company, service is available under this Rate Schedule to any commercial or industrial customer in the Company's Service Territory, for any purpose, including multiple family dwellings.

**Characteristics of Service:**

Continuous service, except as may be limited by the effective Rules and Regulations of the Company.

**Non-Gas Charges:**

Service Category	Customer Charge Per Meter	Distribution Charge
GS-1	\$15.00 per month	\$1.9556 per Dth
GS-2	\$38.80 per month	\$1.5226 per Dth
GS-3	\$116.20 per month	\$1.1966 per Dth

Customers may choose the Service Category under which they take service, consistent with the restrictions of Rule C4.1. When customers are selecting their initial service category, the Company must advise them that the economic break-even point between GS-1 and GS-2 is 660 Dth per year, and the economic break-even point between GS-2 and GS-3 is 2,849 Dth per year. After the initial selection has been made, then it is the customer's responsibility to determine when it is appropriate to switch rates, as permitted by Rule C4.1.

**Gas Cost Recovery Charges**

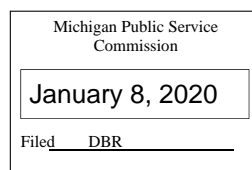
This rate is subject to the Gas Cost Recovery charges set forth on Sheet No. D-3.00.

**Surcharges and Credits:**

Gas service under this rate may be subject to surcharges and/or credits as indicated on Sheet Nos. D-2.00 and D-2.01.

Continued on Sheet No. D-9.00

Issued January 1, 2020  
Colleen Starring  
President  
Port Huron, MI



Effective for service rendered on and after January 1, 2020. Issued under authority of the Michigan Public Service Commission dated December 06, 2019 in Case No. U-20479

Continued from Sheet No. D-8.00

**Main Replacement Program Rider**

This rate is subject to the Main Replacement Program Rider charges set forth on Sheet No. C-37.00.

**Unmetered Service:**

When service is rendered under a contract with the Company, where the entire gas usage is a fixed hourly volume such that no meter is required, such service shall be treated as a GS-1 Service Category for billing purposes, except that no Customer Charge shall be applied.

**Terms of Payment:**

A late payment charge of three percent (3%) of the delinquent balance shall be added to any bill which is not paid on or before the due date shown thereon.

Issued January 1, 2020  
Colleen Starring  
President  
Port Huron, MI



Effective for service rendered on and after January 1, 2020. Issued under authority of the Michigan Public Service Commission dated December 06, 2019 in Case No. U-20479

**SECTION E  
RULES AND REGULATIONS  
FOR TRANSPORTATION SERVICE**

**E1. GENERAL PROVISIONS AND DEFINITIONS**

**A. Definitions**

1. **"Authorized Agent"** shall mean the person or entity for whom a Shipper has authorized to send or receive all necessary communications between the Company and Shipper and whom the Shipper has authorized to take actions and make decisions on Shipper's behalf with regard to gas Transportation service.
2. **"Authorized Positive Imbalance"** shall mean the portion of a Shipper's daily Positive Imbalance that is less than or equal to the Daily Balancing Tolerance in effect on the Day.
3. **"Authorized Negative Imbalance"** shall mean the portion of a Shipper's daily Negative Imbalance that is less than or equal to the Daily Balancing Tolerance in effect on the Day.
4. **"Balancing Costs"** shall be defined as all costs associated with the billing of Balancing Recovery Charges, Daily Cash-Out charges, pipeline penalty pass-through costs, and Unauthorized Use Charges which are billed as a result of the daily balancing provisions as provided for under these Rules and Regulations for Transportation Service.
5. **"Balancing Recovery Charge"** shall mean the charge for the Company's allocated pipeline and storage demand costs associated with daily balancing of supply and demand. The Balancing Recovery Charge shall be applicable to a Shipper's Consumed Quantity of gas during a billing period as provided for under the balancing provisions of these Rules and Regulations for Transportation Service.
6. **"British Thermal Unit" (BTU)** shall mean the amount of heat required to raise the temperature of one pound of water one degree Fahrenheit at sixty degrees Fahrenheit.
7. **"BTU Factor"** shall mean the factor applied to a Shipper's volumetric consumption in Mcf units to determine the Shipper's energy consumption in Dth unites or applied to a Shipper's volumetric consumption in Ccf units, to determine the Shipper's energy consumption in units of Therms.
8. **"Ccf"** shall mean one hundred cubic feet of gas at 14.65 psia.
9. **"Company"** shall mean SEMCO ENERGY Inc., d/b/a SEMCO ENERGY Gas Company
10. **"Confirmed Quantity"** means the quantity of gas received from the Shipper at the Point(s) of Receipt, less Gas-in-Kind retained by Company for loss and use. The Confirmed Quantity is the amount of gas available for Transportation to the Shipper's Point(s) of Delivery.
11. **"Consumed Quantity"** shall mean the amount of gas consumed by a Shipper at the Point of Delivery on a Day.
12. **"Customer"** shall mean the end user of the gas.
13. **"Day" or "Gas Day"** shall mean a period of twenty-four (24) consecutive hours beginning at 10:00 a.m. ECT as defined by the North American Energy Standards Board (NAESB).
14. **"Daily Balancing Restriction"** shall mean a reduction of the Daily Balancing Tolerance percent during any period of time in which the Company's ability to accommodate Daily Imbalances is restricted or impaired.

**Continued On Sheet No. E-1.01**

Issued April 6, 2021  
Colleen Starring  
President  
Port Huron, MI



Effective for service rendered on and after  
April 1, 2021. Issued under authority of the  
Michigan Public Service Commission dated  
December 6, 2019 in Case No. U-20479



Continued From Sheet No. E-1.00

15. **“Daily Balancing Restriction Notice” (DBR Notice)** shall mean a directive issued by the Company to Shippers restricting the Shippers' Daily Balancing Tolerance percent to a level deemed necessary by the Company when the Company's ability to accommodate Daily Imbalances is restricted or impaired due to capacity constraints. Capacity constraints shall be considered valid for reasons of limited capacity or supply due to actions or circumstances beyond the Company's control including, but not limited to, Gate Station Constraints, limitations of on-system gas storage assets and services, curtailment, and utility pipeline system restrictions.
16. **“Daily Balancing Service”** shall mean the Company's managing of a Shipper's natural gas supply to enable the matching of a Shipper's Daily Consumed Quantity of gas with the Shipper's Daily Confirmed Quantity of gas received from third-party natural gas supplies.
17. **"Daily Balancing Tolerance"** shall mean the maximum Daily Imbalance on a percent basis for which a Shipper will not be cashed-out for an Unauthorized Negative Imbalance or Unauthorized Positive Imbalance of gas. The maximum Daily Balancing Tolerance shall be ten (10) % of a Shipper's daily Confirmed Quantity of gas. When a Daily Balancing Restriction has been issued, the Company may reduce the Daily Balancing Tolerance separately for positive and negative gas imbalances.
18. **“Daily Cash-Out”** shall mean the monetary daily settlement of Daily Imbalances as a purchase or sale of gas between the Company and a Shipper as provided for under the Daily Cash-Out provisions of these Rules and Regulations for Transportation Service.
19. **"Daily Imbalances"** shall mean the difference between a Shipper's Confirmed Quantity of gas and Shipper's Consumed Quantity gas on a Day.
20. **"Dth” (Dekatherm)** shall mean the quantity of heat energy which is equivalent to one million BTU and whereby 1 Dth is equal to 10 Therms.
21. **“ECT”** shall mean Eastern clock time.
22. **“Gate Station Constraint”** shall mean a capacity or other constraint upstream of the Company's utility pipeline system including, but not limited to, a Supply Deficiency, Capacity Deficiency, Capacity Restriction, Gas Quality Deficiency, Force Majeure, limitations of off-system gas storage assets and services including curtailment or operational flow order, or limitations of interstate or intrastate pipeline transportation assets and services including curtailment or operational flow order.
23. **"Gas-in-Kind"** shall mean the amount of gas the Company shall retain of gas received at a Point of Receipt to compensate for Company loss and on the Company's utility pipeline system. This volume shall not be included in the quantity available for delivery to a Shipper.
24. **“Marketer”** shall mean the seller or supplier of natural gas to a Shipper.
25. **"Maximum Daily Quantity" (MDQ)** shall mean the maximum daily quantity of gas that the Company agrees to accept for Transportation and that the Company is obligated to deliver to a Shipper on any given Day as indicated in the Shipper's Transportation Service Agreement. The MDQ shall be based on the Shipper's historical peak daily volume over the annual period ending each March 31st and adjusted for known or expected changes.
26. **"Mcf"** shall mean one thousand cubic feet of gas at 14.65 psia.

Continued On Sheet No. E-2.00

Issued April 6, 2021  
Colleen Starring  
President  
Port Huron, MI



Effective for service rendered on and after  
April 1, 2021. Issued under authority of the  
Michigan Public Service Commission dated  
December 6, 2019 in Case No. U-20479

Continued From Sheet E-1.01

27. "Month" shall mean the period beginning on the first Day of a calendar month and ending at the same hour on the first Day of the next succeeding calendar month, or at such time as may be mutually agreed upon.
28. "Negative Imbalance" shall mean when a Shipper's Daily Imbalance is negative (when a Shipper's Consumed Quantity of gas is greater than the Confirmed Quantity of gas on a Day).
29. "Nomination" shall mean the daily quantity of gas requested to be scheduled by a Shipper or Shipper's Authorized Agent, including Gas-in-Kind, at the Point-of-Receipt under terms of the Shipper's Transportation Service Agreement.
30. "Nominating" shall mean the process by which the Shipper or Shipper's Authorized Agent notifies the Company of the daily quantity of gas requested to be scheduled by a Shipper, including Gas-in-Kind, at the Point of Receipt under terms of the Shipper's Transportation Service Agreement.
31. "Operational Districts" shall mean those service territories located in segmented geographical areas of the Company's utility pipeline system as stated on Sheets A-11.00 through A-14.00 of the Company's Rate Book for Natural Gas Service.
32. "Point of Delivery" shall mean any point on the Company's utility pipeline system at which an interconnection exists with a Shipper's end-use facility to enable the Company to measure and deliver gas to a Shipper.
33. "Point of Receipt" shall mean any point on the Company's utility pipeline system at which an interconnection exists with Shipper's Transporter to enable the Company to measure and receive Shipper's gas for redelivery to the Shipper.
34. "Pool" or "Pooling" shall mean the grouping together of Transportation Service Shippers for the purpose of netting daily imbalances.
35. "Pooling Agent" shall mean the person or entity that a Shipper (or Shipper's Authorized Agent) has authorized to take actions and make decisions on Shipper's (or Shipper's Authorized Agent's) behalf with regard to operation of a Pool.
36. "Positive Imbalance" shall mean when a Shipper's Daily Imbalance is positive (when a Shipper's Consumed Quantity of gas is less than the Confirmed Quantity of gas on a Day).
37. "Rate Schedule" shall mean the particular schedule listing applicable rates for service found in the Company's Rate Book for Natural Gas Service.
38. "Service Territory" or "Territory Served" shall mean the geographical area defined in the Company's Rate Book for Natural Gas Service in which the Company is responsible for Gas service.
39. "Shipper" shall mean any person, corporation, partnership or any other party requesting Transportation Service from the Company. The Shipper may also be referred to as the "Customer."
40. "Shipper's Transporter" shall mean the entity such as an upstream intrastate pipeline, interstate pipeline, or local distribution company that's engaged by the Shipper or Shipper's Authorized Agent or Pooling Agent to transport gas to Shipper's Points of Receipt.

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41. "System Capacity" shall mean physical volumetric or energy capacity of the Company's utility pipeline system facilities, service line facilities, Points of Delivery, and Points of Receipt.
42. "Therm" shall mean the quantity of heat energy which is equivalent to 100,000 BTU.
43. "Transportation" shall mean the movement of gas from the Point(s) of Receipt to the Point(s) of Delivery. "Transportation" in a more generic form can also mean the movement of gas within the interconnected systems of interstate pipelines, intrastate pipelines and local distribution companies.
44. "Transportation Service" shall mean the Transportation of gas within the Company's utility pipeline system under these Rules and Regulations for Transportation Service and under the terms and conditions described in a Shipper's Transportation Service Agreement.
45. "Transportation Service Agreement" shall mean all written contracts executed by the Shipper and Company and any exhibits, attachments and/or amendments thereto for Transportation Service.
46. "Unauthorized Positive Imbalance" shall mean the portion of a Shipper's Positive Imbalance that is greater than the Daily Balancing Tolerance in effect on the Day.
47. "Unauthorized Negative Imbalance" shall mean the portion of a Shipper's Negative Imbalance that is greater than the Daily Balancing Tolerance in effect on the Day.

**B. Application of Rules**

Unless otherwise provided for under this Section E (Rules and Regulations for Transportation Services) or as otherwise provided for under a Transportation Service Agreement, Transportation Service Customers are subject to the Company's Rate Book for Natural Gas Services. Customers taking Transportation Services shall be considered utility service Customers of the Company.

**C. Contract Form and Term**

Transportation Service under this Section E will require the Shipper and the Company to execute a Transportation Service Agreement for a term of at least one (1) year. The Company may require that a Shipper, who is eligible to return to sales service, file a written application giving a minimum of 12 Months-notice of intent to return to sales service. The Company reserves the right to approve an application for the return to sales service subject to the Company's Controlled Sales Service provision (Rule C2).

**D. Possession of Gas**

**1. Shipper's Up-stream Capacity**

Shipper shall be responsible for making all necessary arrangements for the delivery of gas to their Point of Receipt including securing all necessary upstream interstate or intrastate pipeline capacity.

**2. Responsibility for Gas**

The Company and Shipper shall each be responsible for their own equipment, facilities and gas on their own side of a Point of Delivery. The Company and Shipper shall each have good title or good right to make such a delivery and further, shall warrant for itself, its personal representatives, successors and assigns that such gas shall be free and clear of all liens, encumbrances and claims whatsoever. With respect to

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- any such adverse claim that may arise to said gas or to royalties, taxes, license fees or charges thereon, the party delivering, redelivering, causing the delivery, or causing the redelivery of the gas shall indemnify and save the receiving party harmless from all suits, actions, debt, accounts, damages, costs, losses and expenses arising from or out of same, provided that the receiving party gives the other prompt notice of any such adverse claim.
3. **Limitations of Liability**  
The Company shall not be deemed to be in control and possession of the Shipper's gas until such gas has been delivered to the Company by the Shipper's Transporter at the Point of Receipt. Thereafter, the Company shall be deemed to be in control or possession of the gas until the gas has been consumed by the Shipper at the Shipper's Point(s) of Delivery, after which the Shipper shall be deemed to be in control and possession thereof. Gas shall be and remain the property of the Shipper while in the possession of the Company. The Shipper shall be responsible for maintaining all insurance deemed necessary to protect any property interests in such gas, during and after receipt by the Company.
4. **Indemnification of the Company**  
In the absence of negligence, recklessness or willful misconduct on the part of the Company or the Company's directors, officers, employees or agents, the Shipper waives any and all claims against the Company, its officers, its employees or its agents, arising out of or in any way connected with: (a) the quality, use, or condition of the gas after redelivery from the Company's utility pipeline system for the account of the customer; (b) any interruption or curtailment of gas service, (c) any losses or shrinkage of gas during or resulting from Transportation; and (d) all other claims and demands arising out of the performance of the duties of the Company, its directors, its officers, its employees, or its agents.
5. **Warranty**  
Customer warrants, for itself, its successors and assigns, that it will have, at the time of delivery of gas hereunder, good and marketable title to the gas delivered, or it will otherwise have the right to deliver such gas, and that such gas shall be free and clear of all liens, encumbrances, and claims. Customer warrants that it will indemnify Company and save it harmless from suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any and all persons to said gas or to royalties, taxes, license fees or charges thereon.
6. **Non-Waiver of Future Defaults**  
No waiver by either party of any one or more defaults by the other in the performance of any provisions under the Company's Rate Book for Natural Gas Service or under any contract will operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.
7. **Incorporation of Rate Schedules and Contract**  
Unless limited to specifically identified Rate Schedules, the General Terms and Conditions set forth in Sections B through E of the Company's Rate Book for Natural Gas Service are incorporated in and are a part of any contract entered into by Company for the provision of service under the Transportation Service Rate Schedule. To the extent there is any inconsistency between terms in these General Terms and Conditions and terms in any Rate Schedule or contract, the applicable Rate Schedule shall govern.

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**8. Assignment**

**Customer may not assign any of its rights or obligations hereunder without the prior written consent of Company.**

**9. Default**

**Company reserves the right to suspend Transportation Services, or to terminate any contract between Customer and Company, at any time in the case of an emergency, force majeure, curtailment, or as a result of violation of the Transportation Service Agreement or Company's Rate Book for Natural Gas Service.**

**10. Bankruptcy**

**Shipper shall immediately notify the Company by telephone and in writing via overnight first class mail or by electronic means of any filing of any form of bankruptcy. Failure to notify the Company in a timely manner may result in termination of Shipper's Transportation Service Agreement.**

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## E2. RECORDS, ACCOUNTING, AND CONTROL

### A. Transmittal of Notices, Bills and Payments

All notices, bills and payments required or permitted to be given in connection with this service shall be transmitted as specified in the Shipper's Transportation Service Agreement and shall be valid and sufficient if delivered in person, by mail, or electronically.

### B. Nominations, Accounting, and Control

1. Shipper may designate a third party as an Authorized Agent for purposes of Nominating gas, and for giving and receiving notices related to gas Nominations. Shipper shall provide the Company with written notice of such designation. Any such designation shall be effective starting the Month following the receipt of the notice and will remain in effect until revoked in writing by Shipper.
2. Shipper or its Authorized Agent, shall provide the Company with the daily Nominations of gas via the Company's electronic gas Nominating system. Specific information to be included in the Nomination is posted on Company's electronic gas Nominating system.
3. Gas Nominations shall be submitted by 2:00 p.m. ECT prior to the effective Gas Day. Nominations made after the 2:00 p.m. deadline shall be accepted at the sole discretion of the Company. The Company shall have the right, in its sole discretion, to reject or change any Nomination that (1) does not match the corresponding interstate or intrastate pipeline scheduled quantity, (2) is in excess of the Shipper's MDQ, or (3) conflicts with a Daily Balancing Restriction or curtailment issued by the Company.
4. If Shipper fails to provide a Nomination for any Gas Day, the daily Nomination is assumed to be zero.
5. The Company will communicate important operational notices that may affect Nominations via the Company's electronic gas Nominating system. If the Company's electronic gas Nominating system is unavailable, Nominations shall be accepted by the Company electronically via email or facsimile.

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**E.3 GAS QUALITY**

**A. Quality**

1. All natural gas received from Shipper, when sourced from an interstate or intrastate pipeline, and delivered to the Company's system shall be merchantable and conform to the following specifications:
  - a. Gas shall be commercially free from objectionable odors, solid or liquid matter, bacteria, dust, gum or gum-forming constituents, or any component which might interfere with its merchantability or cause injury to or interference with proper operation of the Company's lines, regulators, meters or other appliances through which it flows;
  - b. Gas shall not contain more than two percent (2%) carbon dioxide by volume or an oxygen content in excess of five ten thousandths percent (0.0005 %) or five parts per million (5 ppm) by volume;
  - c. Gas shall not contain flammable liquids in quantities that interfere with the normal operation of the customer's equipment;
  - d. Gas shall not contain more than three tenths of a grain (0.3 grains) of hydrogen sulfide per 100 cubic feet;
  - e. Gas shall not contain more than twenty (20) grains of total sulfur (including hydrogen sulfide and mercaptan sulfur) per 100 cubic feet;
  - f. Gas shall not contain an amount of moisture which at any time exceeds five (5) pounds per million cubic feet;
  - g. The hydrocarbon dew point of the gas shall not exceed 0°F at 500 psig;
  - h. The temperature of the gas shall not exceed a maximum of one hundred (100) degrees Fahrenheit;
  - i. Gas shall be fully interchangeable in accordance with the provisions of AGA Research Bulletin No. 36 and any subsequent modifications and amendments thereof.
2. All natural gas received from Shipper, when sourced directly from an underground production reservoir, landfill, or other gas production facility and delivered to the Company's system, shall be merchantable and conform to the gas quality specifications as described in an operation and maintenance agreement between the Company and the producer thereof. At the sole discretion of the Company, the producer shall allow the Company to periodically sample and analyze gas while such gas is being produced and delivered to Company's system. The Company shall have the unequivocal right to immediately cease deliveries of gas that does not conform to the gas quality specifications described in the applicable operations and maintenance agreement.

**B. Heating Value**

All natural gas delivered to the Company by Shipper, local gas producer, landfill gas producer, or other producer shall have a total dry heating value per cubic foot of not less than nine hundred-fifty (950) BTU nor more than eleven hundred (1,100) BTU per cubic foot.

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#### E4. SERVICE REQUIREMENTS

##### A. Quantities

1. The Shipper may deliver, or cause to be delivered, and the Company shall, subject to other provisions under the Company's Rate Book for Natural Gas Service, accept quantities of gas up to the MDQ specified in the Transportation Service Agreement. If deliveries to the Company exceed the agreed upon quantities, the Company may refuse deliveries or terminate the Shipper's Transportation Service Agreement upon 30 days written notice to the Shipper.
2. Deliveries to the Company may be made by or on behalf of the Shipper at an existing Point of Receipt between an interstate or intrastate pipeline system and the Company's utility pipeline system. The Point of Receipt shall be that which is identified in the Shipper's Transportation Service Agreement. The Company, at its discretion and subject to the other provisions hereof, shall allow an alternate Point of Receipt when operationally feasible given its utility pipeline system constraints or given constraints applicable to an upstream interstate or intrastate pipeline system. Any restriction in Point of Receipt shall be issued in a non-discriminatory manner.
3. Shippers taking Transportation Service are expected to consume the gas received by the Company on their behalf on the Day it is received. It is recognized that Shippers may be unable to consume exactly the quantities of Gas received by the Company hereunder on any Day, and that the actual quantities received by the Company on the Shipper's behalf may vary above or below the actual quantities consumed on any given Day. Such variations shall be considered Daily Imbalances and shall be kept to the minimum and within the Company's allowed Daily Balancing Tolerance.
4. The Company will retain 0.346% percent of all gas received at the Point of Receipt from Shippers being billed for distribution service at the Transportation Service Rate to compensate the Company for loss and use of gas on the Company's system ("Gas-in-Kind"). Gas received from Shippers being billed for distribution services on the General Service Rate shall not be subject to this provision.
5. The Company, subject to other provisions of this Rate Book for Natural Gas Service, shall deliver to the Shipper its Confirmed Quantity of gas each Day to the Point(s) of Delivery up to the MDQ agreed to in the Transportation Service Agreement with Shipper.
6. The Company shall have the unqualified right to commingle gas Transported hereunder with gas from other sources. It is recognized that gas consumed by a Shipper may not be the same molecules or quality as those received on behalf of a Shipper at the Point of Receipt.
7. Gas delivered to the Company shall be thermally evaluated on a daily basis at all points of receipt into the Company's system to determine an overall system weighted average BTU factor. The Shipper's daily metered volume will be converted to an energy based quantity by applying the Company's overall system weighted average BTU factor from the prior Day.

##### B. Pressure

The Company shall not be required to alter its prevailing line pressure at the Point of Receipt into its utility pipeline system or at the Point(s) of Delivery to Shipper.

##### C. Discontinuation of Service

1. The Company shall not be required to perform service under a Transportation Service Agreement on

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- behalf of any Shipper failing to comply with any and all terms of the Transportation Service Agreement, Transportation Service Schedules and/or the Company's Rules and Regulations for Transportation Service, including failure to render full payment of an invoice.
2. In addition to the other provisions of this tariff, if a Shipper, balancing as an individual Shipper, consumes gas but fails to provide gas supply to Shipper's Point of Receipt for Transportation to Shipper's Point(s) of Delivery, the Company may attempt to contact the Shipper by telephone, electronically, or in person. If contact attempts are unsuccessful, a notice shall be left at the premises in a conspicuous location indicating that Transportation service may be discontinued after one (1) Day if Shipper fails to arrange for gas supply or contact the Company to make alternative arrangements.
  3. If a Marketer or Pooling Agent wishes to discontinue delivery of supply to a Shipper, balancing as member of a Pool, the Marketer or Pooling Agent must notify the Company, in writing, at least 10 business days prior to the date deliveries will cease. The Company will notify Pooling Agent of the date the Shipper may be removed from the Pool. If the Shipper fails to arrange for supply of gas, the Company may attempt to contact the Shipper by telephone, electronically, or in person to notify the Shipper that service may be discontinued within one (1) business Day. If contact attempts are unsuccessful, a notice shall be left at the premises in a conspicuous location. Until such time that Shipper is removed from the Pooling Agent's balancing Pool, the Pooling Agent shall continue to be responsible for all Balancing Costs as well as Unauthorized Use Charges under the Company's Curtailment of Gas Service provisions (Rule C3.2). If during the 10-day period the Marketer or Pooling Agent wishes to reinstate the Shipper to the Pool, the Marketer or Pooling Agent shall inform the Company, in writing, of such request and the Company may grant such request. Once a Shipper has been reinstated to the balancing Pool, another full 10-day notification period may be required to remove the Shipper from the Pool.
  4. Shippers under this Rate Schedule who request a turn-off and turn-on of gas service at the same premises within a twelve-Month period shall be subject to a \$75.00 turn-on charge, and the associated Monthly charges under this Rate Schedule for the period during which gas service was turned off.

**D. Gas Measurement**

All gas consumed by the Shipper shall be measured by the Company. The accuracy of meters used for gas measurement shall be evaluated and maintained in accordance with the Michigan Public Service Commission's Technical Standards for Gas Service (Technical Standards).

**E. Billing, Records, Accounting, Payment, Guarantee**

1. The Company shall follow the provisions of Rule B2, Consumer Standards and Billing Practices for Electric and Gas Residential Service as referenced in the Company's Rate Book for Natural Gas Service.
2. Issuance, Payment and Inquiry of Billings
  - a. The Company shall furnish, or cause to be furnished, to Shipper, on or before the fifteenth (15th) Day of each Month, a billing of charges for Transportation Service during the prior Month.
  - b. Charges for Transportation Service may be based on estimated quantities if actual quantities are unavailable in time to prepare the billing. In that event, the Company shall provide, in the succeeding Month's billing, an adjustment based on any difference between actual quantities and estimated quantities.

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- c. **The Company will issue a separate billing for service under each of Shipper's Service Agreements.**
        - d. **Each party to a Transportation Service Agreement shall have the right at all reasonable times to examine the books, records and charges of the other party, to the extent necessary to verify the accuracy of any statement, charge or computation made under or pursuant to any provision of the Agreement.**
  3. **Mailing of Notices, Bills and Payments**  
All notices, bills and payments required or permitted to be given in connection with Transportation Service shall be sent to the address specified in the Transportation Service Agreement unless otherwise indicated therein, shall be in writing and shall be valid and sufficient if delivered in person, by mail, or by electronic means provided by the Company.
  4. **Due Date and Late Payment Charge**
    - a. **A bill shall be mailed or delivered to the Shipper not less than 21 days before the due date.**
    - b. **A late payment charge of three percent (3%) of the delinquent balance outstanding shall be applied to any bill which is not paid in full on or before the due date shown thereon. If such failure to pay continues for thirty (30) days after full payment is due, then, in addition to any other remedy it may have, the Company may suspend further receipt and/or delivery of gas until such amount is paid, provided however, that the Company provides at least ten (10) Days' notice before service is suspended for nonpayment.**
    - c. **A charge of \$18.00 will be levied upon a Shipper for each unprocessed payment due to non-sufficient funds, a closed account, or other reasons, on behalf of the financial institution upon which the unprocessed payment is drawn. This charge will become part of the Shipper's arrears and will be subject to the same requirements applicable thereto. If the unprocessed payment was attempted to avoid shutoff, the Company may shutoff after one final contact is attempted.**
  5. **Guarantee, Deposit, and Credit**  
The Company may require, as a guarantee of payment of current bills, a reasonable cash deposit from a Shipper or prospective Shipper in accordance with the Company's Billing Standards. The Company may waive this requirement with respect to any Shipper whose credit is established as being satisfactory to the Company. Any deposit will be handled under the Company's Consumer Standards and Billing Practices for Electric and Gas Residential Service (Rule B2).

**F. Aggregation of Accounts Option**

  1. **A Shipper may elect to aggregate accounts if the following conditions are met:**
    - a. **The Shipper must designate one of the accounts as the principle account. The principle account must be a Transportation Service account (rate class TR-1, TR-2, or TR-3).**
    - b. **The Shipper may designate some or all of its other accounts as subsidiary accounts. To qualify as a subsidiary account, an account must be served under the General Service Rate (GS-1, GS-2, or GS-3). The Shipper, or the Shipper's Authorized Agent, must specify which of the other account(s) will be designated as the subsidiary account(s).**

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- c. **The facility designated as the principle account shall be subject to and billed the provisions of its Transportation Service. Accounts designated as subsidiary accounts shall be subject to all the terms and conditions of this Section E of the principle account, including remote metering, except that the subsidiary accounts will pay the customer charge, distribution charge, and other charges in effect for its designated sales rate rather than the customer charge and transportation charge in effect for the principle account.**

**G. Issuance of Penalties**

The Company may, at its option, waive enforcement of provisions which carry penalty charges, so long as such waiver is done in a non-discriminatory manner. The Company may, at its option, reduce all or a portion of the amount of a penalty as long as such reduction is warranted and is done in a non-discriminatory manner. Any such waiver of penalty enforcement by the Company, in any particular instance or circumstance, shall not prevent the Company's enforcement in subsequent instances or circumstances, whether similar in nature or different. A waiver of penalty enforcement by the Company shall not include waiver of Balancing Costs, unless such waiver of penalty is due to a malfunction of metering equipment.

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**E5. TRANSPORTATION STANDARDS OF CONDUCT**

- i. **This rule is intended to promote fair competition and a level playing field among all participants involved in Transportation within the Company's regulated Gas Service Territory. The Company will conduct its business to conform to the following Transportation Standards of Conduct:**
- 1. The Company will apply any tariff provision relating to Transportation Service in the same manner without discrimination to all similarly situated persons.**
  - 2. The Company will not give its marketing affiliate or customers of its affiliate preference over any other non-affiliated gas Marketers or their customers in matters relating to Transportation Service including, but not limited to, nominating, balancing, metering, billing, storage, standby service, Curtailment plan or price discounts.**
  - 3. The Company will not communicate to any customer, Supplier or third parties that any advantage may accrue to such customer, Supplier or other third party in the use of the Company's services as a result of that customer, Supplier or other third party dealing with its marketing affiliate and shall refrain from giving any appearance that it speaks on behalf of its affiliate.**
  - 4. The Company will process all similar requests for Transportation Service in the same manner and within the same time period.**
  - 5. The Company will not provide leads or provide market sensitive information regarding a current or potential customer or Marketer to its marketing affiliate. If a customer requests information about Marketers, the Company will provide a list of all Marketers operating on its system, including its affiliate, but will not promote its affiliate.**
  - 6. If a customer makes a request in writing that its historic volumetric sales and Transportation data be provided to a particular Marketer or Marketers in general, that request will be honored by the Company until revoked by the customer. To the extent the Company provides to its marketing affiliate a discount or information related to the Transportation, sales or marketing of natural gas, including but not limited to the Company's customer lists, that is not readily available or generally known to any other Marketer or Supplier or has not been authorized by a customer, it will provide details of such discount or provide the information contemporaneously to all potential Marketers on its system that have requested such information.**
  - 7. The Company will not condition or tie its agreement to release interstate pipeline capacity to any agreement by a Marketer, customer, Supplier or pipeline transporter relating to any service in which its marketing affiliate is involved.**
  - 8. The Company will not condition or tie an agreement to provide a Transportation discount to any agreement by a Marketer, customer, Supplier or pipeline transporter relating to any service in which its marketing affiliate is involved.**
  - 9. The Company's operating employees and the operating employees of its marketing affiliate will function independently of each other, be employed by separate business entities, and reside in separate offices.**
  - 10. The Company will keep separate books of accounts and records from those of its marketing affiliate.**

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**E6. TRANSPORTATION STANDARDS OF CONDUCT COMPLAINT PROCEDURES**

- A. If the Company receives a verbal complaint related to its Rules and Regulations for Transportation Service, Section E5, Transportation Standards of Conduct, the Company will attempt to resolve the complaint on an informal basis.**
- B. In case of a formal complaint, the procedures outlined below will be followed:**
- 1. Complainant will route all formal complaints in writing to:**  
  
**SEMCO ENERGY Gas Company  
1411 Third Street, Suite A  
Port Huron, MI 48060  
Attention: Executive Customer Assistance Center**
  - 2. The Company will acknowledge the receipt of the formal written complaint, in writing, within five (5) working days of receipt by the Company.**
  - 3. The Company will confirm and amend the prepared written statement of the complainant to ensure the complaint includes the name of the complainant, relevant dates and specific claims.**
  - 4. The Company will prepare a written statement communicating to the complainant the results of the Company's preliminary investigation within 30 days of the initial receipt of the complaint by the Company with a description of the action taken or proposed to be taken.**
  - 5. If the complainant is satisfied with the action taken or proposed to be taken, complainant will acknowledge its agreement by signing and returning a copy of the Company's written statement addressing the action taken or proposed to be taken.**
  - 6. If the complainant is not satisfied with the Company's response, then the complainant may address the complaint to the Michigan Public Service Commission.**

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**E.7 TRANSPORTATION SERVICE**

**A. Availability**

- 1. This Rate Schedule is available to any person, corporation, partnership or any other party (hereinafter referred to as "Shipper") for the Transportation of gas within the Company's Service Territory, when:**
  - a. Shipper desires Transportation Service; and**
  - b. Shipper has met the conditions specified in Section E of the Company's Rules and Regulations for Transportation Service; and**
  - c. Shipper has agreed to provide an adequate electric power at the meter site (Point of Delivery) and such other facilities as may be required for the specialized metering equipment needed to be installed by the Company. The Company may utilize wireless technology for remotely communicating with Company's specialized metering equipment. Where service for wireless communications technology or an alternative and compatible communications technology is unavailable or will not operate reliably, the Shipper shall not be eligible for Transportation Service. The Shipper is required to pay for all necessary equipment needed to be installed by the Company to facilitate daily meter reading. Failure of Shipper to maintain a clear signal path for the Company's wireless communications equipment at Shipper's Point(s) of Delivery or failure to maintain an electrical power supply, or other facilities necessary for accurate measurement of gas may result in discontinuation of Transportation Service, or the Company may dispatch service personnel to obtain physical meter reads at the Shipper's expense, for each occurrence; and**
  - d. Shipper has agreed to provide continuous and unlimited access to the Company's specialized metering equipment at Shipper's Point(s) of Delivery, and Shipper has agreed, at all times, to allow the Company to perform the work required to maintain the specialized metering equipment. Failure to provide such access may result in discontinuation of Transportation Service. The Company will make available to the Shipper the daily volumetric data collected from the specialized metering equipment within two hours following the end of the Gas Day; and**
  - e. Shipper and Company have executed a Transportation Service Agreement for service under this Rate Schedule. The Transportation Service Agreement shall indicate a specific Point of Receipt where Shipper's Transporter will deliver Shipper's gas to the Company and a specific Point(s) of Delivery where the gas will be consumed by the Shipper. Shipper's Point of Receipt must be located within the same Operational District where the Shippers Point(s) of Delivery is located. The specific Point of Receipt must also physically serve the Company's utility pipeline system to which the Shipper's Point of Delivery is physically connected.**

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- f. Gas received by the Company on behalf of the Shipper or consumed by the Shipper under the terms of this rate may not be resold.
  2. The Company shall not have the obligation to provide GCR sales service until at least 30 days after notification of the Shipper's intention to become a sales customer. GCR sales service will begin with the first day of the applicable billing cycle for the customer; and
  3. The Company makes no guarantee against, and assumes no liability for curtailment or interruption of gas.
- B. Characteristics of Service**
1. This Rate Schedule shall apply to all Transportation Service rendered by the Company for Shipper pursuant to the executed Transportation Service Agreement for service under this Rate Schedule.
  2. Service under this Rate Schedule shall consist of:
    - a. The receipt of gas on behalf of Shipper at the Point of Receipt specified in the executed Transportation Service Agreement; and
    - b. The Transportation of Confirmed Quantities of gas through the Company's utility pipeline system; and
    - c. The delivery of gas by the Company to Shipper at the Point(s) of Delivery specified in the executed Transportation Service Agreement; and
    - d. All gas received by the Company at its Point of Receipt on behalf of Shipper, less Gas-in-Kind, shall be Transported to Shipper on a firm basis, subject to Curtailment, up to Shipper's MDQ on any Day.
- C. Maximum Daily Quantity (MDQ)**
1. A Shipper's MDQ shall be specified in the Transportation Service Agreement between the Shipper and the Company and shall be based on the Shipper's historical peak daily volume over each annual period ending March 31<sup>st</sup> and adjusted for known or expected changes. If actual historical peak day volumes cannot be determined, the Company will estimate the MDQ based on the Shipper's facilities and the Company's available System Capacity. The MDQ is the greatest quantity of gas that the Company agrees to accept for Transportation and is obligated to deliver to a Shipper on any given Day.
  2. The Company must have adequate System Capacity to accommodate Shipper's MDQ. The availability of System Capacity for Transportation Service shall be secondary to the System Capacity requirements necessary to serve the Company's Residential and General Service class customers.
  3. A Shipper may request an adjustment of its contractual MDQ. However, if the Company does not have adequate System Capacity to deliver quantities greater than Shipper's current MDQ, the Company may deny such adjustment until the Company determines adequate System Capacity is available to meet the increased demand.
  4. The Company will determine MDQs in a non-discriminatory manner.

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**D. Shipper's Up-Stream Capacity**

1. Shipper taking Transportation Service is responsible for arranging for its own upstream interstate or intrastate transportation of gas to the Company.
2. From time to time the Company may have unused upstream interstate pipeline capacity available for release on a recallable basis, but does not guarantee such availability. The Company may release any such available capacity through an interstate pipeline service provider's transportation capacity release process.

**E. Pooling Option**

1. Pooling permits a Shipper's Pooling Agent to combine the consumption of a group of Transportation Service Shippers for the purpose of netting the imbalances of the members of the Pool on a daily basis.
  - a. An individual Pool must be comprised of a group of Transportation Service Shippers which share a common Operational District and a common upstream interstate or intrastate transporter.
  - b. An individual shipper's specific Point of Receipt must physically serve the Company's utility pipeline system to which the Shipper's Point of Delivery is physically connected.
  - c. Where an interstate or intrastate transporter segments portions of the Company's Operational Districts into separate balancing groups, separate pipeline segments, or zones, an individual Pool may only group Shippers common to that specific balancing group, pipeline segment, or zone unless the Company otherwise allows alternate grouping of Shippers.
  - d. Individual Pools may have multiple suppliers so long as those suppliers deliver gas to the Pool's common upstream interstate or intrastate transporter.
2. A Shipper is entitled to one Pool per account or Aggregation for any given Month.
3. To create a Pool, a Pooling Agents shall perform the following at least thirty (30) Days prior to the first Day of the Month in which the new Pool will become active:
  - a. Provide the Company with an executed Pooling Agreement. The Company's pro forma Pooling Agreement describes the terms, conditions, and rules under which the Pool will operate. The Pooling Agent may assess or allocate charges to Shippers who are members of the Pool in accordance with the terms of the Pool member's individual agreements with Pooling Agent.
  - b. Provide the Company with Pooling Agent's selection for the Pool's common Operational District and selection of the Pool's common upstream interstate or intrastate transportation provider (Attachment 1 of the Pooling Agreement).
  - c. Provide the Company with executed Informed Customer Consent Forms for each Shipper who has agreed to become a member of the Pool (Attachment 2 of the Pooling Agreement)

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**Continued From Sheet E-16.00**

1. **When the membership in a Pool changes:**
  - a. **A Shipper who desires to switch Pools, or become a new Pool member, shall provide the Pooling Agent and the Company with an executed Shipper's Pooling Agent Consent Form at least fifteen (15) Days prior to the first Day of the Month in which Shipper's Pool membership will become effective.**
  - b. **Submission of Shipper's Pooling Agent Consent Form may be achieved by an electronic means that is acceptable to the Company.**
  - c. **A Shipper who desires to leave a Pool and become an individual Shipper shall provide the Company with written notice by fax or other electronic means at least fifteen (15) Days prior to the first Day of the Month in which Shipper's individual status will become effective.**
2. **A new Shipper, or Shipper's Authorized Agent acting on the Shipper's behalf, must notify the Company in writing at least sixty (60) Days prior to the first Day of the Month of the effective Transportation Service date to allow sufficient time for installation of specialized metering equipment. Transportation Service shall not begin until all specialized metering equipment is installed and operational.**
3. **When Shippers have joined in a Pool, the Pooling Agent shall become responsible for all Daily Cash-Out charges, as allocable to the Pool or an individual Shipper within the Pool. The Company shall determine the Daily Imbalance of the Pool, apply the appropriate charges (based on conditions in effect for the Pool on that Day) and render a bill for such charges to the Pooling Agent. The Pooling Agent may assess or allocate charges to members of the Pool in accordance with any terms of the Pooling Agreement. The Company will not assess individual Shippers within a Pool any charges that are assessed to their Pooling Agent except in cases of nonpayment by the Shipper's Pooling Agent. The Company shall continue to render Monthly billings to the individual Shippers in a Pool for services rendered excluding the items billed to the Pooling Agent.**
4. **A Pooling Agent shall be subject to the Company's Customer Responsibilities provisions (Rule C5) for payment and charges allocated to the Pool. In the event of nonpayment by a Pooling Agent, Shippers in the Agent's pool may be held responsible for payments in lieu of suspending service, and the Pooling Agent may be immediately suspended from Pooling on the Company's system. All Shippers will be pro-rated the Pool Agent's incurred charges less late fees based on each Shipper's individual usage for each Month during the applicable time period(s) for which the Pool Agent has defaulted on payment(s).**
5. **The Company and each of its directors, officers, affiliates, and employees that disclose Customer Information, Consumption Data, Personal Data, Anonymized Data or Aggregated Data to Shipper, Shipper's Authorized Agent, Shipper's Pooling Agent, or other Third-party as provided under these rules, shall not be liable or responsible for any claims for loss or damages resulting from such disclosure.**
6. **Shipper's Authorized Agent, Shipper's Pooling Agent, or other Third-party requesting Customer Information is required to verify to the Company that they have received Informed Customer Consent prior to submitting the request. The Third-party is responsible for validating the consent. The Third-party will be required to assume responsibility for and indemnify and hold the Company, its officers, agents and employees harmless from and against all losses, liabilities, claims, injuries, demands, payments, actions, legal proceedings, recoveries, costs, expenses, fines, attorney fees, settlements, judgments, orders and decrees of every nature and description brought or recovered against, or incurred by the Company resulting from the misuse of data supplied or as a result of the failure to obtain and validate Informed Customer Consent.**

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4. **A Pool may consist of no less than two Shippers. A Shipper who is not a member of a Pool, will be considered as belonging to a Pool comprised of a single Shipper.**
5. **Shippers may change Pools each Month if the Company is provided with fifteen (15) days' notice. The Pooling Agent may request, and the Company may grant, a waiver of the 15-day notice requirement for good reason including, but not limited to, situations of bankruptcy. The Company will verify the reported bankruptcy of the Shipper prior to granting a waiver. If such waiver is granted, Pooling Agent must then provide seven (7) days' notice to remove a Shipper from the Pool. The Pooling Agent will be held responsible for all applicable Balancing Costs for the Shipper until the Shipper is removed from the balancing Pool.**

**F. Daily Balancing Requirements**

**All Shippers taking service under this Rate Schedule must subscribe to the Company's Daily Balancing Service.**

1. **A Shipper who is not a member of a Pool will be daily balanced on an individual basis.**
2. **Shippers are expected to consume the applicable daily Confirmed Quantity of gas. It is recognized that Shippers may be unable to control exactly the quantities of gas received by the Company and consumed by the Shipper hereunder on any Day, and that the actual quantities Transported by the Company to Shipper may vary above or below the actual quantities received by the Company on behalf of Shipper on any given Day. Such variations shall be considered Daily Imbalances and shall be kept to a minimum and within the Company's allowed Daily Balancing Tolerance.**
3. **All Shippers are subject to Balancing Recovery Charges and Daily Cash-Out.**
4. **During Periods in which the Company applies its Curtailment priorities under rule C5.13, Shippers affected by the Curtailment may be removed from their respective balancing pool and may be required to balance as an individual Shipper. Shippers affected by a Gate Station Constraint will be notified of their removal from the balancing pool 24 hours prior to the Gas Day for which the Gate Station Constraint is in effect. The notice will be posted on the Company's electronic gas Nominating system.**
5. **An Operational Balancing Agreement may be required for Shippers whose operations require specific balancing treatment due to unique circumstances. The necessity of an Operational Balancing Agreement shall be at the sole discretion of the Company and shall be based on the Company's ability to provide Daily Balancing Services to the Shipper.**

**G. Measurement/Communication Malfunction**

1. **A Shipper, balancing as an individual, will be assumed to have taken delivery of the last valid Day's consumption for each Day that the Company's metering equipment, located at the Shipper's Point of Delivery, has malfunctioned and when such daily consumption data is unavailable. Following (1) corrective action to malfunctioning metering equipment or upon Company's receipt of actual meter readings, (2) the Company's determination of Shipper's adjusted consumption, and (3) the Company's determination of the Daily Imbalance that occurred during the malfunction period, the resulting Daily Imbalance will be updated and immediately resolved using the Daily Cash-out provision set forth in these rules for each Day that the metering equipment was malfunctioning. Balancing Recovery Charges will be assessed during the malfunction period using the last known actual Consumed Quantity of gas.**

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**Continued From Sheet E-18.00**

2. A Shipper, as a member of a Pool, will be assumed to have taken delivery of the last valid Day's consumption for each Day that the Company's metering equipment, located at the Shipper's Point of Delivery, has malfunctioned and when such actual daily consumption data is unavailable. Following (1) corrective action to the malfunctioning metering equipment or upon Company's receipt of actual meter readings, (2) the Company's determination of shipper's adjusted usage, and (3) the Company's determination of the Daily Imbalance of the Pool that occurred during the malfunction period, the resulting Daily Imbalance will be updated and immediately resolved using the Daily Cash-out provision set forth in these rules for each Day that the metering equipment was malfunctioning. Balancing Recovery Charges will be assessed during the malfunction period using the last known actual Consumed Quantity of gas. If during the time for which the meter adjustment is applicable and where Shipper was a member of different balancing Pools, the Daily Cash-Out shall be applied separately among each applicable balancing Pool.

**H. Daily Balancing Restriction Notice (DBR Notice)**

1. During any period in which the Company's ability to accommodate Daily Imbalances is restricted or impaired, the Company may issue a DBR Notice to restrict a Shipper's Daily Balancing Tolerance. The Company shall issue a DBR Notice by gate station (Point-of-Receipt) or combination of gate stations, Operational District, utility pipeline system(s), or system wide as conditions dictate.
2. The Company may issue a DBR Notice by notifying affected Shipper's or Shipper's Authorized Agent by the Company's electronic gas Nominating system as soon as possible, but no later than two (2) hours before Nominations are due to Shipper's Transporter for the Day(s) during which the DBR Notice will be in effect. The Company will issue a DBR Notice in a nondiscriminatory manner.
3. When issued, each DBR Notice will indicate:
  - a. The Company's Point(s) of Receipt, Operational District(s), or utility pipeline system(s), affected,
  - b. The DBR Notice's Daily Balancing Tolerance as a percent, and
  - c. The initial time period when the DBR Notice is in effect. The period may be extended if deemed necessary by the Company.
4. All quantities of a Shipper's Daily Imbalance that exceeds the Daily Balancing Tolerance, for each Day that the DBR Notice is in effect, is subject to an Unauthorized Positive Imbalance cash-out or an Unauthorized Negative Imbalance cash-out.
5. All Balancing Recovery Charges will be credited to the Cost of Gas Sold under the Company's Booked Cost of Gas Sold provisions Rule C7.2.

**I. Pipeline Penalties**

1. Where an up-stream (up-stream to the Company's utility pipeline system) provider of interstate or intrastate pipeline transportation, storage, or other service assesses charges or penalties to the Company for actions attributable to one or more Shippers, the Company may directly assess those charges or penalties to the Shipper(s).
2. Shippers affected by the Gate Station Constraint will be notified of the assessment of pipeline charges or penalties by a notice posted on the Company's electronic Nominating system.

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**E8. TRANSPORTATION SERVICE RATES AND CHARGES**

**A. Service Category**

1. Shippers may choose the Service Category under which they take service, consistent with the restrictions of Rule C4.1. When Shippers are selecting their initial Service Category, the Company must advise them of the following economic break-even points:
  - a. TR-1, usage between 0 and 50,103 Dth annually
  - b. TR-2, usage between 50,103 and 300,175 Dth annually
  - c. TR-3, usage greater than 300,175 Dth annually.
2. After the initial selection has been made, the Shipper shall be responsible for all future decisions to determine when it is appropriate to switch rates, as permitted by Rule C4.1.

**B. Transportation Service Rates and Charges Summary**

1. Subject to such modifications as may be imposed and/or authorized by the Michigan Public Service Commission (MPSC), the following rates and Monthly charges shall be applicable to all Transportation Service Shippers:

Charge Type	Service Category		
	TR-1	TR-2	TR-3
Customer Charge	\$350.00	\$1,089.15	\$10,831.50
Remote Meter Charge	\$75.00	\$75.00	\$75.00
Transportation Rates	\$1.0334 per Dth	\$0.8563 per Dth	\$0.4669 per Dth
Balancing Recovery Rate (per Dth)	\$0.0344	\$0.0344	\$0.0344

**C. Customer Charge and Remote Meter Charge**

All Shippers will pay the designated Customer Charge and Remote Meter Charge per Month for each meter through which Shipper's deliveries of gas are designated as a Point(s) of Delivery on Shipper's Transportation Service Agreement, regardless of whether gas was consumed through such meter during the Month, except as provided for under the Company's Curtailment of Gas Service provisions (Rule C3.2).

**D. Transportation Charges**

- a. The Transportation Rate will be applied to a Shipper's the Monthly Consumed Quantities of gas over the April through October billing periods.
1. Coal Displacement Transportation Rate Option
  - a. For individual coal displacement rate Shippers, the Company may, at its sole discretion, negotiate a Transportation Rate. The negotiated Coal Displacement Transportation Rate shall not be less than \$0.05 per Dth or greater than \$1.00 per Dth.

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- b. **The Shipper shall also pay all applicable volumetric and per meter surcharges for all gas consumed and all applicable Balancing Recovery Charges for all Dth of Daily Imbalance created by the Shipper.**

**E. Balancing Costs**

**1. Balancing Recovery Charge**

- a. **The Balancing Recovery Charge will be determined by applying the Balancing Recovery Rate to a Shipper's total Consumed Quantity of gas over the effective Monthly billing period.**

**2. Daily Cash-Out**

- a. **Daily Imbalances incurred by Shippers will be cashed-out on a daily basis.**

**b. Negative Imbalance Daily Cash-Out**

- (1) On Days when a Shipper incurs a Negative Imbalance of gas, the Shipper shall purchase the Negative Imbalance of gas from the Company.**

- (a) Authorized Negative Imbalance - whether or not DBR is declared:**

**The price for an Authorized Negative Imbalance for gas, purchased by the Shipper, will be the greater of the Company's currently effective commodity GCR rate or the Daily Index Price on the Day of the sale.**

- (b) Unauthorized Negative Imbalance - when DBR not declared:**

**The price for an Unauthorized Negative Imbalance of gas, purchased by the Shipper, will be the greater of the Company's currently effective commodity GCR rate or the Daily Index Price on the Day of the sale + \$1.00 on the day of the sale.**

- (c) Unauthorized Negative Imbalance - when DBR is declared:**

**The price for an Unauthorized Negative Imbalance of gas, purchased by the Shipper, will be the greater of the Company's currently effective commodity GCR rate or the Daily Index Price on the Day of the sale + \$10.00 on the day of the sale.**

**c. Positive Imbalance Daily Cash-Out**

- (1) On Days when a Shipper incurs a Positive Imbalance of gas, the Company shall purchase the Positive Imbalance of gas from the Shipper.**

- (a) Authorized Positive Imbalance – whether or not DBR is declared:**

**The price for an Authorized Positive Imbalance of gas, purchased by the Company, will be the lesser of the Company's currently effective commodity GCR rate or the Daily Index Price on the Day of the sale.**

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Continued From Sheet E-21.00

(b) Unauthorized Positive Imbalance - weather or not a DBR is declared:

The price for an Unauthorized Positive Imbalance of gas, purchased by the Company, will be the lesser of 80% of the Daily Index price or the Company’s currently effective Commodity GCR rate on the Day of the sale.

- d. The Daily Index Price will be the daily average of the MichCon city-gate midpoint price and the Consumers city-gate midpoint price as published in Platts Gas Daily. If Platts Gas Daily discontinues reporting of one or both of these prices, the Company may substitute a comparable reporting service and/or city-gate pricing index.
  - e. Daily Cash-Outs will be netted together by Shipper over the effective Monthly billing period.
  - f. Daily Cash-Outs for a Pool will be billed directly to the Pool’s Agent.
3. Payment of any Balancing Costs or penalties by Shippers, Authorized Agents or Pooling Agents does not (a) eliminate an imbalance, (b) constitute a sale of gas, (c) entitle Shipper or Shipper's Authorized Agent(s) to maintain an imbalance, or (d) allow Shipper or Shipper's Authorized Agent(s) to store gas on the Company's system. Imbalances are resolved on a daily basis under the Daily Cash-Out provision. It shall be the responsibility of the Shipper or Shipper’s Authorized Agent(s) to adjust receipts of gas to and deliveries of gas from the Company to balance their accounts on a daily basis.
4. All Balancing Recovery Costs will be credited to the Cost of Gas Sold under the Company’s Booked Cost of Gas Sold provisions (Rule C7.2).

F. Surcharges and Credits

Gas service under this rate may be subject to surcharges and/or credits as shown below:

1. Energy Waste Reduction

- a. Energy Waste Reduction Program Clause – This clause permits, pursuant to Section 89(2) of 2008 PA 295, recovery of the actual costs of implementing its approved energy waste reduction plan. This charge is to be on a volumetric basis for all customers. Special contract customers will be billed in the sales and transportation rate class most appropriate to their volumetric throughput.
- b. Energy Waste Reduction Surcharge

Rate Class	Up to 2500 Dth/Month	Transportation Charge	Billed Transportation Charge	MPSC Order Number
TR-1	<b>\$0.2113</b> per Dth	\$1.0334 per Dth	<b>\$1.2447</b> per Dth	<b>U- 21212</b>
TR-2	<b>\$0.2113</b> per Dth	\$0.8563 per Dth	<b>\$1.0676</b> per Dth	<b>U- 21212</b>
TR-3	<b>\$0.2113</b> per Dth	\$0.4669 per Dth	<b>\$0.6782</b> per Dth	<b>U- 21212</b>

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Rate Class	>2,500 Per Dth	Transportation Charge	Billed Transportation Charge 2	MPSC Order Number
TR-1	\$0.0001 per Dth	\$1.0334 per Dth	\$1.0335 per Dth	<b>U-21212</b>
TR-2	\$0.0001 per Dth	\$0.8563 per Dth	\$0.8564 per Dth	<b>U-21212</b>
TR-3	\$0.0001 per Dth	\$0.4669 per Dth	\$0.4670 per Dth	<b>U-21212</b>

2. Facility Improvement Demand Surcharge

All gas Transported for rates under classes TR-1, TR-2, TR-3, or by special contract, including subsidiary accounts under a principle transportation account, are subject to the Facility Improvement Demand Surcharge as indicated.

Billing Years: April 1-March 31	Rate per Dth
2022-2023	\$0.0748
2023-2024	\$0.0358
2024-2025	\$0.0339
2025-2026	\$0.0104
2026-2027	\$0.0104

G. Infrastructure Reliability Improvement Program (“IRIP”)

The IRIP program consists of projects that will specifically target and mitigate system vulnerabilities reducing the potential impact to customers of an unexpected weather event or isolated damage impeding supply. The customer surcharges identified below will be in effect beginning January 2022 as approved in U-20479 until new rates are established in a future contested case addressing the IRIP.

Rate Class	Amount	MPSC Order Number
TR-1	\$69.44 per Month	U-20479
TR-2	\$350.79 per Month	U-20479
TR-3	\$1,753.19 per Month	U-20479

E9. OFF-SYSTEM TRANSPORTATION SERVICE - (OSTS)

A. Availability

1. This Rate Schedule is available to all entities (hereinafter referred to as "OSTS Shipper") desiring to Transport gas through the Company's utility pipeline system to an Off-System location, when:
  - a. OSTS Shipper and Company have executed an Off-System Transportation Service Agreement for service under this Rate Schedule indicating, among other terms and conditions, the specific Point of Receipt where OSTS Shipper shall cause gas to enter the Company’s utility pipeline system and the specific Point of Delivery where the OSTS Shipper will cause gas to exit the Company's utility pipeline system; and

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**Continued From Sheet No. E-24.00**

**C. Characteristics of Service**

- 1. Under this Rate Schedule, Company will perform Off-System Transportation of gas quantities on a firm basis, for OSTS Shipper, utilizing the Company's utility pipeline system, subject to the Company's Curtailment of Gas Service provisions (Rule C3), up to OST Shipper's MDQ on any Day.**
- 2. The Company, in its sole judgment, shall have the right to determine if capacity, including adequate pressure differentials at the desired Point of Receipt and Point of Delivery, is available for OSTs under this Rate Schedule.**

**D. Off-System Transportation Service**

- 1. The Company shall receive gas from OSTs Shipper, or for the account of OSTs Shipper, at the Point of Receipt and redeliver Equivalent Quantities to the OSTs Shipper, or for the account of OSTs Shipper at the Point of Delivery;**
- 2. Any rates, terms and conditions not covered by the Company's Rate Book for Natural Gas Service shall be as contained in the Company's Off-System Transportation Agreement.**

**E. Gas Quality**

- 1. All gas received from an OSTs Shipper and delivered to the Company's system shall be merchantable and conform to the gas quality specifications as described in Rule E.3.**

**F. Gas Balancing**

- 1. The Company and OSTs Shipper shall endeavor to keep receipts and deliveries of gas flow in balance at all times (hourly and daily). If at any time, the quantities of gas received by Company at the Point of Receipt is greater or lesser than the gas consumed at the Point of Delivery, Company may refuse, increase or decrease deliveries to correct the imbalances.**
- 2. An Operational Balancing Agreement ("OBA") shall be required for all OSTs Shippers. The OBA shall be based on the Company's ability to provide balancing services to the OSTs Shipper and shall describe the terms of balancing, balancing charges, and penalty charges.**
- 3. If, upon termination of an OSTs Shipper's Off-System Transportation Service Agreement, the Company has not received a quantity of gas from OSTs Shipper equal to those taken at the Point of Delivery, plus GIK, or the OSTs Shipper has not received at the Point of Delivery the quantity of gas from the Company equal to the quantity received at the Point of Receipt, less GIK, the Imbalance shall be resolved through the OBA.**

**G. Maximum Daily Quantity (MDQ)**

- 1. An OSTs Shipper's MDQ shall be specified in the Off System Transportation Service Agreement between the OSTs Shipper and the Company. The MDQ is the greatest quantity of gas that the Company agrees to receive for Transportation and is obligated to redeliver on any given Day.**
- 2. The Company must have adequate System Capacity to accommodate OSTs Shipper's MDQ. The availability of System Capacity for Off-System Transportation Service shall be secondary to the System Capacity requirements necessary to serve the Company's Residential and General Service class customers.**

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**Continued From Sheet No. E-25.00**

3. **An OSTS Shipper may request an adjustment of its contractual MDQ. However, if the Company does not have adequate System Capacity to deliver quantities greater than Shipper's current MDQ, the Company may deny such adjustment until the Company determines adequate facility capacity is available to meet the increased demand.**
4. **The Company will determine MDQs in a non-discriminatory manner.**

**H. Nominations**

**In accordance with the Company's Nominations, Accounting, and Control provisions (Rule E.2), and the Company's Nominating procedures, OSTS Shipper, shall provide the Company with daily gas Nominations via the Company's electronic gas Nominating system for gas that OSTS Shipper shall cause to be delivered to Company for Off-System gas Transportation. Specific information to be included in the Nomination is posted on Company's electronic gas Nominating system.**

**I. Gas in Kind**

**The Company shall retain 0.346% of all gas received at the Point of Receipt to compensate the Company for use and loss of gas on the Company's system. This volume shall not be included in the quantity available for delivery to the OSTS Shipper.**

**J. Rates**

1. **If applicable, an OSTS Shipper shall pay to the Company a Monthly fee comprised of the sum of the following:**

<b>Charge Type</b>	<b>Charge Range</b>
<b>Customer Charge (per Month)</b>	<b>Up to \$10,381.50</b>
<b>Transportation Charge (per Dth)</b>	<b>Up to \$1.0334</b>

2. **The Transportation Charge may be a demand rate or a volumetric rate and shall be negotiated between the OSTS Shipper and the Company and stated in the Off System Transportation Agreement entered into between the OSTS Shipper and the Company.**
3. **For OSTS Shippers with large or non-typical facility requirements the Company may require the Shipper to make special contractual arrangements for cost recovery of construction, operations, and maintenance for such facilities.**

**Continued On Sheet No. E-27.00**

**Continued From Sheet No. E-26.00**

**K. Late Payment Charge and Due Date**

**A bill shall be mailed or delivered to the OSTS Shipper not less than 21 days before the due date. A late payment charge of three percent (3%) of the delinquent balance outstanding shall be applied to any bill which is not paid in full on or before the due date shown thereon. If such failure to pay continues for thirty (30) days after full payment is due, then, in addition to any other remedy it may have, the Company may suspend further receipt and/or delivery of gas until such amount is paid, provided however, that the Company provides at least ten (10) days' notice before service is suspended for nonpayment.**

**L. Penalty Charges**

**Company is authorized to charge OSTS Shippers for unauthorized use of gas under the Company's Unauthorized Use Charge provisions (Rule C3) if an OSTS Shipper delivers gas at the Point of Receipt in excess of OSTS Shipper's MDQ or receives gas at the Point of Delivery in excess of OSTS Shipper's MDQ without the Company's prior consent. Failure to pay an Unauthorized Use Charge when rendered shall subject the OSTS Shipper to termination of its Off-System Transportation Service Agreement.**



**SECTION F  
RULES AND REGULATIONS  
FOR GAS CUSTOMER CHOICE PROGRAM**

**F1. GENERAL PROVISIONS**

A Supplier desiring to supply gas to customers under the Gas Customer Choice Service Rate CC (Rate CC) must receive a license from the Commission, register with the Staff of the Commission, and execute an “Authorized Gas Supplier Agreement” with the Company prior to any solicitation of the Company’s customers. Such agreement shall require compliance with all of the terms of this Rule F1 through F5.

**DEFINITIONS:**

**Alternative Gas Supplier (AGS) or Supplier** means a marketer, broker, producer, or other entity that has received a license from the Commission and executed an Authorized Gas Supplier Agreement with the Company to deliver gas supplies to customers under Rate CC.

**Customer:**

Residential means a purchaser (account holder) of natural gas that is supplied or distributed by a utility for residential purposes.

Small Commercial means a non-residential customer (business name) with aggregate usage of 500 Dth of natural gas or less per year.

Large Commercial means a non-residential customer (business name) with aggregate usage above 500 Dth of natural gas per year that is supplied or distributed by a utility for non-residential purposes

**Legally authorized Person** means a person that has legal documentation or legal authority to enroll a residential or commercial customer into a binding contract. A legally authorized person includes, but is not limited to, an individual with power of attorney or a corporate agent authorized to enter into contracts on a corporation's behalf.

**Program** means the Gas Customer Choice Program approved by the Commission.

The terms **signature** or **signed** include electronic signatures as defined in the Michigan Uniform Electronic Transactions Act.

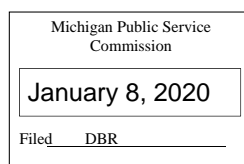
**F1.1 Participation and Solicitation.** Customers may elect to participate in the Program and Suppliers may solicit customer participation at any time.

If a Customer is in arrears with the company, the customer is not eligible to participate in this customer choice program until arrearages have been paid in full to the company.

**F1.2 Term Compliance.** A customer who is a transportation or sales customer of the Company must comply with any minimum term requirements of those tariffs before being permitted to switch to Rate CC.

Continued On Sheet No. F-2.00

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**F1.3 Supplier Selection.** The customer’s selection of a Supplier shall remain in effect until

- (i) terminated by the customer or the Supplier, or
- (ii) the Supplier becomes disqualified from participating in the Program, or
- (iii) the Company receives an enrollment for that customer from another Supplier. The Company shall incur no liability for relying on information from a customer or a Supplier which the Company believes to be genuine.

**F1.4 Supplier Deposit or Surety Requirements.** A Supplier shall provide the Company, by the last day of the calendar month prior to the month in which the Supplier’s customer commences service, a cash deposit in the amount of \$10.00 per Dth for 10/365ths of the Company-estimated total annual load for those customers selecting that Supplier. The cash deposit shall be adjusted if the Company-estimated total annual load for those customers changes. As an alternative to a cash deposit, the Supplier may provide an irrevocable letter of credit from a financial institution, a surety bond, or a parental guarantee satisfactory to the Company in not less than the amount of the cash deposit. Any such letter of credit, surety bond or parental guarantee shall be in a form acceptable to the Company. The amount of cash deposit, letter of credit, surety bond or parental guarantee shall be applied against any unpaid charges and/or fees, as well as any price reconciliation liabilities, or liabilities associated with Supplier default. Cash deposit amounts not so applied shall be refunded to the Supplier if the Supplier ceases to serve customers under the Program.

The Company shall pay simple interest to each Supplier who makes a cash deposit for the time the deposit is held. The interest rate shall be the average monthly short-term borrowing rate available to the Company for each month, or months in which the deposit is held. Payment of the interest to the Supplier shall be made at least semi-annually. The deposit shall cease to draw interest on the date the deposit is returned, on the date service is terminated, on the date the deposit is applied against any unpaid charges, fees or liabilities or the date that notice that the deposit is no longer required is sent to the Supplier’s last known address.

**F1.5 Supplier Pools.** A Supplier may have as many pricing pools as desired. **Pricing pools that have remained inactive for longer than six months may be closed by the Company.** Each month, all customers within a pricing pool shall be billed the same price, as designated by the Supplier. A Supplier shall pay a monthly Administrative Fee of \$100.00 per Supplier-designated pricing category. The Company reserves the right to require additional pools to meet operational requirements.

Continued On Sheet No. F-3.00

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**F1.6 Daily Delivery Obligation.** The Company will provide each Supplier with a monthly schedule of quantities for delivery of gas into the Company's system on behalf of the Supplier's customers. **The schedule will indicate the quantity the Supplier is required to deliver each day on an aggregate basis for all accounts served by the Supplier, i.e. all Supplier-designated pricing categories will be combined.** The Company will issue a Daily Delivery Obligation (DDO) monthly, prior to the closing bid day of futures trading for the month. The DDO will establish the anticipated daily quantity of gas to be delivered to the Company at the Point(s) of Receipt designated by the DDO. The DDO will generally be based upon the pooled customers' historical use for the prior year, adjusted for the prior year's weather. The schedule may be updated by the Company on a monthly basis. The DDO is subject to intra-month changes as conditions dictate. If the Company requires an increase or decrease in flow requirements within any month, the Company shall issue a DDO Change Notice to the Supplier as soon as possible, but no later than twenty-four (24) hours prior to the start of the Gas Day. The Company shall issue such notices in a non-discriminatory manner. Scheduled daily volumes for Gas Customer Choice customers for electric peakers, greenhouses, grain dryers, asphalt plants and large loads without consistent or historical load information may be determined by the Company on a different basis than set forth above.

If the Supplier fails to deliver the required DDO quantity on any day, the Supplier shall pay a per-MMBtu Failure Fee for the difference between the required DDO and the actual amount delivered. The Failure Fee shall be \$6/MMBtu (\$10.00/MMBtu during periods of Company declared supply emergency in accordance with Rule C3, Curtailment of Gas Service) plus the higher of (a) the cost of gas billed to sales customers pursuant to the Company's Rule C7 or (b) the **Unauthorized Use Charge in accordance with Rule C3.2** In addition, the Company may assess upstream penalties to the Supplier to the extent that the Company has identified the Supplier as the cause of the penalty.

A Supplier who fails to deliver gas on successive days such that its Failure Fee liability exceeds its cash deposit, letter of credit or surety bond, shall be subject to having its Authorized Supplier status revoked.

**F1.7 Supplier Nomination.** Each Supplier shall notify the Company of the daily quantity of gas (in MMBtu) that the Supplier is nominating for delivery. Such nominations shall be submitted by **2:00 PM ECT** prior to the effective day of the proposed delivery.

**F1.8 Customer Billing.** All customer billing and remittance processing functions for services provided under Rate CC will be performed by the Company. The Supplier will be charged a monthly fee of \$0.30 per customer account. The Company will be responsible for credit and collection activities for the amounts billed directly to the customer by the Company. The Supplier must, at least three business days prior to the start of each billing month, furnish to the Company, in a format acceptable to the Company, the price per Dth to be billed to each Supplier-designated Pricing Category on its behalf, or the most recently supplied price will be used.

**F1.9 Supply Remittance.** The Company shall remit to the Supplier, approximately 21 days from the end of each calendar month, an amount for the cost of gas equal to the MMBtu quantities that the Supplier has delivered onto the Company's system, multiplied by **the lesser of the average actual price per Dth converted to MMBtu, billed to the Supplier's customers that month or 110% of the cost of gas billed to sales customers pursuant to the Company's Rule C7, Gas Cost Recovery Clause and Standard Refund Procedures. The average actual price per Dth billed to the Supplier's customers is the total amount billed to the Supplier's customers for that billing month divided by the total quantity, in Dth, billed to the Supplier's customers for the same month.** The amount to be remitted shall be reduced for any applicable Administrative Fees, Billing Fees, Failure Fees, and/or amounts owed to the Company pursuant to the Company's tariff.

Continued On Sheet No. F-4.00



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**F1.10 Reconciliation.** Within 60 working days **after (i)** the end of the March billing cycle, or **(ii)** revocation of a Supplier's Authorized Supplier status, **or (iii) withdrawal by Supplier from participation in the Gas Customer Choice Program**, the Company will reconcile the cost per MMBtu remitted to the Supplier per F1.9, before reductions for Administrative Fees, Billing Fees, Failure Fees, and any other authorized credits or charges. These costs will be compared with the commodity price per Dth billed to customers over the course of the program year on the Supplier's behalf. Any cost difference per Dth, multiplied by the smaller of the program year's Supplier delivered Dth or the billed customer Dth, will be reflected in an adjustment on the next monthly remittance to the Supplier.

As an exception to the above, in those instances where both (i) the price per Dth billed to customers during the program year on the Supplier's behalf is higher than the commodity cost of gas billed to sales customers by the Company, and (ii) the Supplier delivered Dth exceeds the billed customer Dth, then the following procedure will be used: (i) the Company will reconcile the amount billed to customers on the Supplier's behalf with the Company's remittance to the Supplier for the gas delivered, and any difference will be reflected in an adjustment on the next monthly remittance to the Supplier, and (ii) gas delivered by the Supplier in excess of the actual customer consumption will be returned to the Supplier in kind unless the Company and the Supplier mutually agree on a price for the Company to purchase the excess gas.

**The annual reconciliation load requirements, delivery schedules, and delivery shortfall Failure Fees shall apply on an aggregate basis for all accounts served by the Supplier, i.e., all Supplier –designated pricing categories will be combined.**

**F1.11 Compliance.** If the Commission or its Staff determines that a Supplier has not complied with the terms and conditions of the Program, the Commission or its Staff shall direct a utility or utilities to suspend the Supplier's Authorized status until the Commission or its Staff determines that necessary changes have been made to comply with the requirements. Failure to make the necessary changes or further non-compliance with the requirements of the terms and conditions of the Program may result in the Supplier's termination from the Program. If a Supplier is terminated, subject to Rule C2, Controlled Service, its customers shall become sales rate customers of the Company.

**F1.12 Month Defined.** Where used in this Rule, the term "month," unless otherwise indicated, means billing month when referring to customer consumption and calendar month when referring to deliveries by Suppliers.

**F1.13 Gas Rate Disclosure.** The Company may disclose, at such times as requested by the Commission or its Staff, the gas rates charged to Rate CC customers.

**F1.14 Curtailment.** The Company shall have the authority to **implement its Curtailment Plan in accordance with Rule C.3**, or take other action which it deems necessary, to ensure system reliability, even if such action may be inconsistent with other provisions of these Program Rules.

**F1.15 Supplier of Last Resort.** The Company will act as Supplier of last resort under the Program.

Continued On Sheet No. F-5.00



Continued From Sheet No. F-4.00

- F1.16 Contract Language.** A Supplier must include the Company’s required tariff language in all of its contracts. If a customer has a complaint against a Supplier, the customer should try to resolve it first with the Supplier. If the complaint is unresolved, the customer should involve the Commission by contacting the Commission Staff. Should the customer choose to involve the Company in a complaint, the Company shall forward the complaint information to the Commission Staff and the Supplier for resolution. The Company shall have no responsibility for resolving disputes between customers and Suppliers but shall provide information if requested by the customer or Commission Staff.
- F1.17 Transportation Standards of Conduct.** The Transportation Standards of Conduct, E5 and E6, shall apply to the GCC program.

Continued On Sheet No. F-6.00

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**F2. CUSTOMER PROTECTIONS**

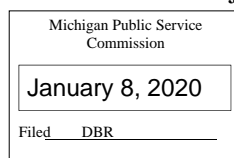
These provisions shall be monitored and enforced solely by the Commission or its Staff.

**F2.1 Residential and Small Commercial Customer Protections.** A Supplier must provide residential and small commercial customers with a 30-day unconditional right to cancel the contract without termination fees following the date the customer signs the contract. The first day of the 30-day period is the day after the contract is entered into by the customer. The exercise of this unconditional right by the customer may occur through a verbal or written communication with the Supplier. A customer who cancels within the specified period will be treated as not having exercised their customer choice option with respect to the enrollment which is cancelled. The Company is not required to de-enroll a customer until after it receives a de-enrollment file from the Supplier or a new enrollment file from a different Supplier.

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- F2.2** A customer has the right to terminate participation with a Supplier at any time after the unconditional cancellation period, through verbal or written communication with the Supplier. The customer may switch Suppliers or cancel their contract at any time with a Supplier, however the customer shall be made aware of the existence and amount of any early termination fee by the Supplier. The Supplier shall execute a customer's request for cancellation without delay, irrespective of whether an early termination fee or other penalty is paid to the Supplier. The Supplier shall promptly submit a de-enrollment file to the Company within three (3) business days after receiving notice that a customer has cancelled the contract in order to return to the Company sales rate. The Supplier shall not submit a de-enrollment file to the Company if the customer is transferring to another AGS.
- F2.3 Solicitation Requirements.** A Supplier's sales representatives, agents, or employees must not represent itself in any manner as an employee, affiliate, subcontractor, or agent of the Company. A Supplier's sales representatives, agents, or employees must prominently display identification on the front of their outer clothing that identifies them as employees or agents working on behalf of a Supplier, and includes the name of the Supplier and the name and identification number of the person representing the Supplier. Suppliers must comply with all local ordinances before their sales representatives, agents, or employees begin door-to-door marketing. Door-to-door marketing and telephone marketing must be performed between 9:00 A.M. & 8:00 P.M.
- F2.4 Contract Requirements.** All contracts offered by the Supplier and signed by the customer must be clearly labeled at the top of the contract as "Gas Customer Choice Contract" with the Supplier's name, the type of contract being offered and in a font size of at least 16 point and bold.
- A. A Supplier must use a font size of at least 12 point for its contract with residential and or small commercial customers.
- B. All terms and conditions of the contract are considered part of the contract and must be included in the contract document and provided to the customer as one document at the time of signing the contract. The signature can appear on a separate or easily separable document from the terms and conditions as long as the signature page also includes an identifier that is the same as that which appears on the terms and conditions and also includes the customer's name, account number and the language contained in F2.8J.

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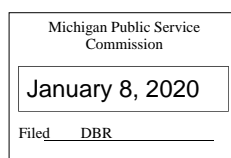
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- C. Customers enrolling through verbal means shall have the entire contract including the rate, terms and conditions included in the contract provided to them in writing via U.S. mail or verifiable electronic mail. This correspondence shall be postmarked within seven (7) days of the customer's verbal enrollment.
- D. Customers enrolling through electronic means shall have the entire contract including the rate, terms and conditions included in the contract provided to them in writing via U.S. mail and by verifiable electronic mail. These correspondences shall be postmarked within seven (7) days of the customer's electronic enrollment with the Supplier.
- F2.5** The maximum early termination fee for residential contracts of one year or less shall not exceed \$50. The maximum early termination fee for residential contracts of longer than one year shall not exceed \$100.
- The maximum early termination fee for small commercial contracts of one year or less shall not exceed \$150. The maximum early termination fee for small commercial contracts of longer than one year shall not exceed \$250.
- F2.6** Contracts may continue after initial term expiration on a month-to-month basis, cancelable at anytime without penalty.
- F2.7** Any contract that is not signed by the customer or legally authorized person shall be considered null and void. Only the customer account holder or legally authorized person shall be permitted to sign a contract. A Supplier and its agent shall make reasonable inquiries to confirm that the individual signing the contract is a legally authorized person.
- F2.8** The following information must be included in all residential and commercial Supplier's contracts with a customer.
- A. The Supplier's name.
- B. The Supplier's address.
- C. The Supplier's toll-free telephone number.
- D. Cancellation rights. All residential and small commercial customers have a 30-day unconditional right to cancel the contract without termination fees following the date the customer signs the contract.
- All large commercial customers have a 14-day unconditional right to cancel the contract without termination fees following the date the customer signs the contract. This class of customer may waive this right of cancellation by affirmatively agreeing to waive this right on the contract. This customer protection waiver should be prominent in the contract language.
- E. Any customer fees or penalties related to the contract.
- F. The contract pricing provisions in unit rates the customer is typically billed for.
- G. The terms regarding contract length.

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- H. If the Supplier does not offer a fixed price, the contract and all related marketing materials must contain a clear explanation of the pricing factors used to determine the price and an example of how the pricing factors would be implemented.
- I. Provision for a 60-day advance notice to the customer of any price change at the expiration of a fixed price contract.

**J. Contracts must include:**

(i) Residential: In bold 14 point type above the place for the customer’s signature, the following statement: I acknowledge that I am the account holder or legally authorized person to execute a contract on behalf of the account holder. I understand that by signing this agreement, I am switching the gas Supplier for this account to (new Supplier name). I understand that gas purchased for this account by (new Supplier name) will be delivered through SEMCO Energy Gas Company’s delivery system. The account holder, or the person who signed this contract on behalf of the account holder, has 30-days after today to cancel this contract for any reason through written or verbal notification to (new Supplier name).

(ii) Small Commercial: In bold 12 point type above the place for the legally authorized customer’s signature and company business title, the following statement: I acknowledge that I am the account holder or legally authorized person to execute a contract and legally bind the business in this contract. I understand that by signing this contract, I am switching the gas Supplier for this commercial account to (new Supplier name). I understand that gas purchased for this commercial account by (new Supplier name) will be delivered through SEMCO Energy Gas Company’s delivery system. The legally authorized person to execute a contract and legally bind the business in this contract has 30-days after today to cancel this contract for any reason through written or verbal notification to (new Supplier name).

(iii) Large Commercial: In bold 12 point type above the place for the legally authorized customer’s signature and company business title, the following statement: I acknowledge that I am the account holder or legally authorized person to execute a contract and legally bind the business in this contract. I understand that by signing this contract, I am switching the gas Supplier for this commercial account to (new Supplier name). I understand that gas purchased for this commercial account by (new Supplier name) will be delivered through SEMCO Energy Gas Company’s delivery system. The legally authorized person to execute a contract and legally bind the business in this contract has 14-days after today to cancel this contract for any reason through written or verbal notification to (new Supplier name). I may waive this right of cancellation by affirmatively agreeing to this waiver on the contract. If you terminated your contract today, and if the unconditional cancellation period did not apply, based on current gas prices and your historical usage, a good-faith estimate of your termination fee would be (AGS places its fee here). This termination fee is subject to change as your usage and the market price of gas fluctuate.

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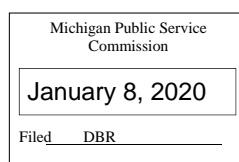
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- F2.9** A Supplier must allow the Commission Staff an opportunity to review and comment on its residential and small commercial contract(s), marketing materials and scripts at least five business days before the Supplier intends to use the contract(s) and marketing materials in the marketplace.
- F2.10** A Supplier that does not comply with the requirements of Section F of this tariff will have its participation in the Program suspended until the Commission or its Staff has determined that necessary changes have been made to comply with the requirements. Any continuing or further non-compliance or use of materials that the Commission or its Staff determines do not meet all of the requirements of Section F of this tariff may result in the Supplier's termination from the Program.
- F2.11** A Supplier must distribute a confirmation letter to residential customers by U.S. mail. The confirmation letter must be postmarked within seven (7) days of the customer or legally authorized person signing a contract with the Supplier. The confirmation letter must include the date the letter was sent, the date the contract was signed, the term of the contract with end date, the fixed or variable rate charged, the unconditional cancellation period, any early termination fee, the Supplier's toll-free number, the Commission's toll-free number and any safety-related messages required by the Company. The confirmation letter may be sent with the contract in cases where a contract must be sent. The Company is not required to distribute letters to customers confirming a customer's choice of an alternative Supplier.

A Supplier must distribute a confirmation letter to all commercial customers by certified U.S. mail, verifiable facsimile or verifiable electronic mail within seven (7) days of the customer or legally authorized person signing a contract with the Supplier. The Supplier shall be responsible for maintaining records that verify delivery and receipt of the confirmation letter, facsimile or E-mail. The confirmation letter must be sent to the business's principal office. The confirmation letter must include the date the letter was sent, the date the contract was signed, the term of the contract with end date, fixed or variable rate charged, the unconditional cancellation period, if any, any early termination fee, the Supplier's toll-free number, the Commission's toll-free number and any safety-related messages required by the Company. Suppliers must include a good-faith estimate of the Large Commercial customer's early termination fee, identifying the applicable pricing factors and an example of how the fee is calculated.

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### F3. SOLICITATION REQUIREMENTS

These provisions shall be monitored and enforced solely by the Commission or its Staff.

**F3.1** It is the Supplier's responsibility to have a current valid contract with the customer at all times. The Commission or its Staff may request a reasonable number of records from a Supplier to verify compliance with this customer verification provision and, in addition, may request records for any customer due to a dispute. For each customer, a Supplier must be able to demonstrate that a customer has made a knowing selection of the Supplier by at least one of the following verification records:

- A. An original signature from the customer or legally authorized person.
- B. Independent third party verification with an audio recording of the entire verification call.
- C. An e-mail address if signed up through the Internet.

**F3.2** Suppliers and agents who are soliciting customers must comply with the following requirements:

- A. The Supplier and its agents must clearly identify the AGS on whose behalf they are soliciting.
- B. The Supplier and its agents must not represent themselves as employees or agents of the Company.
- C. The Supplier and its agents must affirmatively indicate if they are a marketing affiliate of the Company, that the affiliate is a separate entity and that the affiliate is not regulated by the Commission.
- D. The Supplier and its agents must submit residential and small commercial contract(s), marketing materials and scripts to the Commission Staff for review at least five (5) business days prior to using the materials in the marketplace.
- E. The Supplier and its agents cannot remove the original of the customer's bill from the residence or small commercial office.
- F. The Supplier and its agents must comply with truth in advertising in all verbal, written, or electronic statements to the customer.
- G. A Supplier who is actively marketing and/or enrolling customers in the Company's territory will post to the Commission's gas rate comparison website at [MI.gov/CompareMIGas](http://MI.gov/CompareMIGas) its generally available offers for residential and small commercial customers per the Terms and Conditions of the AGS licensing application.

**F3.3** A Supplier must provide a copy of the contract to the customer, including all terms and conditions. The contract must contain all provisions as set forth in F2.

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#### F4. SUPPLIER LICENSING AND CODE OF CONDUCT

These provisions shall be monitored and enforced solely by the Commission or its Staff.

**F4.1** A Supplier is required to be licensed by the Commission and provide the following information prior to any solicitation:

- A. The name of the Supplier's company/corporation and type of organization.
- B. The Supplier's mailing address.
- C. The Supplier's principal place of business address.
- D. The Supplier's Michigan office address and toll-free phone number during normal business hours for customer inquires and concerns.
- E. The Supplier and its agents must submit residential and small commercial contract(s), marketing materials and scripts to the Commission Staff for review at least five (5) business days prior to using the materials in the marketplace.
- F. Name, address, phone number, and email address of person designated to receive and respond to requests from the Commission or its Staff with respect to inquiries, complaints and regulatory matters.

**F4.2** As a condition of licensing as a Supplier, a Supplier must agree to abide by a code of conduct that provides:

- A. The Supplier will issue accurate and understandable contract(s) and marketing materials.
  - i. The Supplier and its agents will not engage in communications or practices that are fraudulent, deceptive or misleading.
  - ii. The Supplier and its agents will maintain sufficient documentation to support any claims made to customers in advertising, marketing, promoting or representing the sale of gas supply or related services.
  - iii. The Supplier will provide this documentation to the Commission or its Staff upon request.
  - iv. Marketing materials must contain the price per Dth, the period of time over which the price is valid, the term of the contract, the Supplier's name and telephone number, the area which the Supplier serves and the types of customers that the Supplier serves.
  - v. If the Supplier does not offer a fixed price, the marketing materials must contain a clear explanation of the pricing factors used to determine the price and an example of how the pricing factors would be implemented over a relevant time period and for relevant usages. Marketing materials shall clearly identify optional services.
- B. The Supplier will commit to truth in advertising. The Supplier will provide gas supply and related services at advertised terms and conditions.

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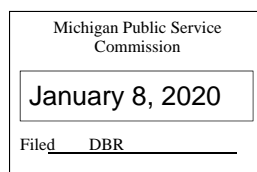


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- C. The Supplier will comply with all Company Program rules and tariffs as they are contained in the Company’s “Rate Book for Natural Gas Service”.
- D. The Supplier must comply with Commission rules relating to response to customer complaints, formal complaints and customer service.
- E. The Supplier will provide accurate and sufficient customer service information. The Supplier will advise customers of their name, address, toll free telephone number and other service information, including dispute resolution procedures. The Supplier will give customers accurate and complete information on the customer’s rights and responsibilities. The Supplier will maintain regular hours during which customers can make inquiries and complaints. Customer inquiries to a Supplier that are related to gas emergencies, such as gas leaks or outages, should be directed to the Company.
- F. The Supplier must inform a customer of the amount of its early termination fee prior to de-enrollment or transfer to another AGS. A customer is responsible to know if early termination fees apply in their contract. If after the Supplier discloses the early termination fee amount and the customer returns to the Company sales rate or switches to another AGS, the customer may be responsible for early termination fees or other penalties owed to the Supplier. The Supplier shall execute a customer’s request for cancellation without delay, irrespective of whether an early termination fee or other penalty is paid to the Supplier.
- G. The Supplier will not switch a customer to the Supplier’s service without the express authorization of the customer. The Supplier will use appropriate marketing and verification methods for switching customers. The Supplier will agree not to charge the customer for services that the customer has not expressly authorized. The Supplier will apply appropriate verification methods for any charges applied to the customer’s account. The Supplier shall maintain verification records for as long as the customer’s contract is valid, plus an additional three (3) more years. Suppliers who switch or charge customers without the proper authorization must refund the supply or other charges to the customer and pay any administrative fees, such as switching fees, necessary to reverse the actions.
- H. The Supplier will make a good faith effort to resolve customer disputes. The Supplier will have an internal customer dispute procedure which allows for complete, courteous, fair and timely responses to customer disputes and inquiries. The Supplier will investigate each complaint, report the results to the customer and attempt to resolve the complaint to the customer’s satisfaction. If the complaint cannot be resolved, the Supplier will refer the customer to the Commission or its Staff. The Supplier will appoint at least one employee to be a contact person between the Supplier and the Commission or its Staff. The Supplier will provide complete reports of the complaint investigation and resolution to the Commission or its Staff within ten (10) business days for the resolution of customer complaints. The Supplier will cooperate with the Commission or its Staff to resolve disputes, including the provision of informational materials, contracts and verification records. The Supplier will keep a record of all customer disputes. Dispute records will be made available to the Commission, upon request.
- I. The Supplier will retain pipeline capacity sufficient to meet its customer requirements.
- J. A Supplier who is actively marketing and/or enrolling customers in the Company’s territory will post to the Commission’s gas rate comparison website at [MI.gov/CompareMIGas](http://MI.gov/CompareMIGas) its generally available offers for residential and small commercial customers per the Terms and Conditions of the AGS licensing application.

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**F5. PROCEDURES FOR COMPLAINTS BETWEEN SUPPLIERS AND THE COMPANY**

If the Company receives a verbal complaint from a Supplier related to the Program rules and operational features, the Company will attempt to resolve the complaint on an informal basis. If the Company and the complainant are unable to resolve the complaint on an informal basis, the procedures outlined below will be followed:

**F5.1 Complainant will route all formal complaints in writing to:**

SEMCO Energy Gas Company Headquarters  
1411 Third Street, Suite A  
Port Huron, MI 48060  
Attention: Executive Customer Assistance Center

- F5.2** The Company will acknowledge the receipt of the formal written complaint, in writing, within five (5) working days of receipt by the Company.
- F5.3** The Company will confirm and amend the prepared written statement of the complainant to ensure the complaint includes the name of the complainant, relevant dates and specific claims.
- F5.4** The Company will prepare a written statement communicating to the complainant the results of the Company's preliminary investigation within 15 working days of the initial receipt of the complaint by the Company with a description of the action taken or proposed to be taken.
- F5.5** A. If the complainant is satisfied with the action taken or proposed to be taken, complainant will acknowledge its agreement by signing and returning a copy of the Company's written statement addressing the action taken or proposed to be taken.
- B. If the complainant is not satisfied with the Company's response, then the complainant may address the complaint to the Commission.

Continued On Sheet No. F-15.00

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Colleen Starring  
President  
Port Huron, MI



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Continued From Sheet No. F-14.00

## F6. GAS CUSTOMER CHOICE SERVICE RATE CC

### Availability

Subject to any restrictions, this Rate is available to any customer desiring gas service where the customer's gas is provided by an Authorized Gas Supplier under Section F1, General Provisions. A customer will take service under this Rate commencing with the customer's first full billing month following enrollment. A Gas Customer Choice Service Rate CC (Rate CC) customer may switch Suppliers at the end of any billing month provided the Company receives sufficient notice in a form acceptable to the Company. A customer may change Suppliers one time in any 12-month period at no cost to the customer. A fee of \$10 will be required for each additional change of Supplier within the same 12-month period. If a Supplier's actions force a customer to the Company's sales service, the customer may choose another Supplier within two billing cycles without a switching fee regardless of the length of time that has elapsed since the customer left the Company's sales service. Except as set forth in the preceding sentence, a customer returning to the Company's sales service rates from Rate CC is subject to the Character of Service provisions of those sales rates, and except as otherwise provided, must remain on the sales rate for 12 months.

If a Customer is in arrears with the company, the customer is not eligible to participate in this customer choice program until arrearages have been paid in full to the company.

### Minimum Term

A customer who has elected to take service under Rate CC may switch or cancel Suppliers at any time. A customer who has elected to take service under Rate CC may return to the Company sales rate at any time, but must remain on the sales rate for 12 months.

A customer may also change from Rate CC to another rate if:

- (i) the customer exercises an unconditional right of cancellation pursuant to Section F with the initial Supplier selected by the customer,
- (ii) the customer establishes that the customer was enrolled by a Supplier without the customer's knowing consent,
- (iii) the Supplier's action forces the customer to the Company's sales service,
- (iv) the Supplier selected by the customer defaults under its Authorized Gas Supplier Agreement, or
- (v) the Supplier selected by the customer has its Authorized Supplier status revoked or terminated.

### Nature of Service

The customer will remain a customer of the Company. The Company will read the meter and render a bill to the customer for the monthly customer charge, distribution charge, surcharges, penalties and taxes. The authorized Supplier's cost of gas charges will be billed as part of the Company's bill. Service is subject to the Company's Rate Book for Natural Gas Service as approved by the Commission. By requesting service on this Rate, the customer gives consent to the Company to furnish to the customer's authorized Supplier pertinent customer sales or transportation data.

Continued On Sheet No. F-16.00

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Continued From Sheet No. F-15.00

**Monthly Rate**

**Non-Gas Charges:**

**Customer Charge**

As shown on the customer's applicable sales rate schedule.

**Distribution Charge**

As shown on the customer's applicable sales rate schedule.

**Main Replacement Program Rider**

This rate is subject to the Main Replacement Program Rider charges set forth on Sheet No. C-37.00.

**Surcharges and Credits:**

Gas service under this rate may be subject to surcharges and/or credits as indicated on Sheet No. D-2.00.

**Gas Charges:**

**Balancing and Demand Charge**

As shown on Sheet D-3.00.

**Gas Commodity Charge**

The customer's cost of gas will be as communicated to the Company each month by the customer's Authorized Supplier. This charge is determined by contract between the customer and Marketer.

If a participating customer wishes to obtain gas supply from the Company after 12 months or more on a choice tariff, the customer shall be subject to the GCR rate. If a participating customer obtains gas supply from the Company as a result of its chosen Supplier becoming disqualified, or the customer otherwise returns to Company sales supply prior to the end of the 12 months period, subject to Rule C2, Controlled Service, the customer shall become subject to the higher of a market-based rate or the GCR rate for a period of up to three months.

The market-based rate shall consist of either the average (most recent 30 days that are available) of the MichCon city gate price or the average (most recent 30 days that are available) of the Consumers Energy city gate price as published in the Platts Gas Daily.

**General Terms and Surcharges**

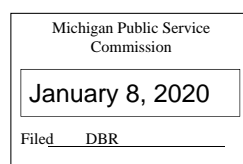
This rate is subject to all general terms and conditions shown on Sheet No. D-1.00 and surcharges shown on Sheet No. D-2.00 and is also subject to charges, terms and conditions set forth in Section F.

**Minimum Charge**

The minimum charge shall be the sum of the customer charge included in the rate and the Energy Optimization Surcharge.

Continued On Sheet No. F-17.00

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Continued From Sheet No. F-16.00

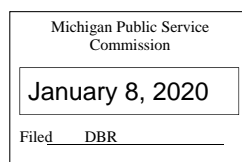
**Due Date and Late Payment Charge**

The due date of a residential customer's bill shall be 21 days from the date of transmittal. The due date of a nonresidential customer's bill shall be 21 days from the date of mailing. A 2% residential or 3% nonresidential late payment charge, not compounded, of the unpaid portion of the bill, net of taxes, shall be assessed to any bill that is delinquent.

**Term and Form of Contract**

Service under this rate shall require authorization in a manner specified by the Company.

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Section G

Standard Customer Forms

<http://www.semcoenergygas.com/main/content?page=58&SideParent>

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