

**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, customers 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.

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.

F. Rules and Regulations:

Service supplied under these rate schedules shall be governed by the Rules and Regulations of the Company as approved by the Michigan Public Service Commission.

Issued January 14, 2008 by  
Eugene N. Dubay  
Sr. V.P. and C.O.O.  
Port Huron, MI

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**SECTION D  
GAS SALES SERVICE  
SURCHARGES**

Surcharge  
\$ / Dth  
\$0.00

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**The Gas Cost Recovery Factors**

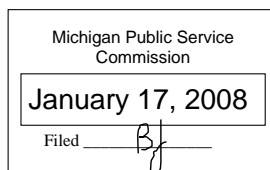
**The following maximum Gas Cost Recovery Factors are authorized pursuant to the Gas Cost Recovery Clause:**

<b>Billing Months</b>	<b>Maximum Authorized Factor \$/Mcf</b>	<b>Actual Factor Billed \$/Mcf</b>
July, 2007	\$9.0123/ Dth	\$9.0123/ Dth
August, 2007	\$9.0123/ Dth	\$8.9949/ Dth
September, 2007	\$9.0123/ Dth	\$8.7500/ Dth
October, 2007	\$9.0123/ Dth	\$7.8500/ Dth
November, 2007	\$9.0123/ Dth	\$7.8500/ Dth
December, 2007	\$9.0123/ Dth	\$7.9200/ Dth
January, 2008	\$9.0123/ Dth	\$7.6300/ Dth
February, 2008	\$9.0123/ Dth	<b>\$8.0500 / Dth</b>
March, 2008	\$9.0123/ Dth	

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

Balancing Charge .....\$0.2500 per Dth  
Capacity Demand Charge .....\$0.4668 per Dth  
Gas Commodity Charge .....**\$7.3332** per Dth

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Contingency Factor Matrix

		April-June		July-Sept		Oct-Dec		Jan-Mar	
		1st Q		2nd Q		3rd Q		4th Q	
		Summer	Winter	Summer	Winter	Summer	Winter	Summer	Winter
		April-Oct	Nov-Mar	April-Oct	Nov-Mar	April-Oct	Nov-Mar	April-Oct	Jan-Mar
<b>Fractional Mult. F<sub>m</sub></b>		0.755	0.288	0.699	0.308	0.675	0.291	0.664	0.300
<b>Plan NYMEX (X<sub>plan</sub>)</b>		\$7.8891	\$9.1631	\$7.8891	\$9.1631	\$7.8891	\$9.1631	\$7.8891	\$9.3432
<b>Base GCR Factor</b>		\$9.0123	\$9.0123	\$9.0123	\$9.0123	\$9.0123	\$9.0123	\$9.0123	\$9.0123
<b>NYMEX Increase</b>									
Greater than	But Less	<b>Incremental Contingent GCR Factor</b>							
Or Equal to	than	<b>\$/Dth</b>							
\$0.00	\$0.05	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000
\$0.05	\$0.10	\$0.0378	\$0.0144	\$0.0350	\$0.0154	\$0.0338	\$0.0146	\$0.0332	\$0.0150
\$0.10	\$0.15	\$0.0755	\$0.0288	\$0.0699	\$0.0308	\$0.0675	\$0.0291	\$0.0664	\$0.0300
\$0.15	\$0.20	\$0.1133	\$0.0432	\$0.1049	\$0.0462	\$0.1013	\$0.0437	\$0.0995	\$0.0450
\$0.20	\$0.25	\$0.1511	\$0.0576	\$0.1399	\$0.0616	\$0.1350	\$0.0582	\$0.1327	\$0.0600
\$0.25	\$0.30	\$0.1889	\$0.0720	\$0.1748	\$0.0770	\$0.1688	\$0.0728	\$0.1659	\$0.0750
\$0.30	\$0.35	\$0.2266	\$0.0864	\$0.2098	\$0.0924	\$0.2025	\$0.0873	\$0.1991	\$0.0901
\$0.35	\$0.40	\$0.2644	\$0.1008	\$0.2448	\$0.1078	\$0.2363	\$0.1019	\$0.2323	\$0.1051
\$0.40	\$0.45	\$0.3022	\$0.1152	\$0.2797	\$0.1232	\$0.2700	\$0.1165	\$0.2654	\$0.1201
\$0.45	\$0.50	\$0.3400	\$0.1296	\$0.3147	\$0.1386	\$0.3038	\$0.1310	\$0.2986	\$0.1351
\$0.50	\$0.55	\$0.3777	\$0.1440	\$0.3497	\$0.1540	\$0.3375	\$0.1456	\$0.3318	\$0.1501
\$0.55	\$0.60	\$0.4155	\$0.1584	\$0.3847	\$0.1694	\$0.3713	\$0.1601	\$0.3650	\$0.1651
\$0.60	\$0.65	\$0.4533	\$0.1728	\$0.4196	\$0.1848	\$0.4050	\$0.1747	\$0.3982	\$0.1801
\$0.65	\$0.70	\$0.4910	\$0.1872	\$0.4546	\$0.2002	\$0.4388	\$0.1893	\$0.4313	\$0.1951
\$0.70	\$0.75	\$0.5288	\$0.2016	\$0.4896	\$0.2156	\$0.4725	\$0.2038	\$0.4645	\$0.2101
\$0.75	\$0.80	\$0.5666	\$0.2160	\$0.5245	\$0.2310	\$0.5063	\$0.2184	\$0.4977	\$0.2251
\$0.80	\$0.85	\$0.6044	\$0.2304	\$0.5595	\$0.2464	\$0.5400	\$0.2329	\$0.5309	\$0.2401
\$0.85	\$0.90	\$0.6421	\$0.2448	\$0.5945	\$0.2618	\$0.5738	\$0.2475	\$0.5641	\$0.2552
\$0.90	\$0.95	\$0.6799	\$0.2592	\$0.6294	\$0.2772	\$0.6075	\$0.2620	\$0.5972	\$0.2702
\$0.95	\$1.00	\$0.7177	\$0.2736	\$0.6644	\$0.2926	\$0.6413	\$0.2766	\$0.6304	\$0.2852
\$1.00	\$1.05	\$0.7554	\$0.2880	\$0.6994	\$0.3080	\$0.6750	\$0.2912	\$0.6636	\$0.3002
\$1.05	\$1.10	\$0.7932	\$0.3024	\$0.7343	\$0.3234	\$0.7088	\$0.3057	\$0.6968	\$0.3152
\$1.10	\$1.15	\$0.8310	\$0.3168	\$0.7693	\$0.3388	\$0.7425	\$0.3203	\$0.7300	\$0.3302
\$1.15	\$1.20	\$0.8688	\$0.3312	\$0.8043	\$0.3542	\$0.7763	\$0.3348	\$0.7631	\$0.3452
\$1.20	\$1.25	\$0.9065	\$0.3456	\$0.8392	\$0.3696	\$0.8100	\$0.3494	\$0.7963	\$0.3602
\$1.25	\$1.30	\$0.9443	\$0.3600	\$0.8742	\$0.3850	\$0.8438	\$0.3639	\$0.8295	\$0.3752
\$1.30	\$1.35	\$0.9821	\$0.3745	\$0.9092	\$0.4004	\$0.8775	\$0.3785	\$0.8627	\$0.3902
\$1.35	\$1.40	\$1.0199	\$0.3889	\$0.9442	\$0.4158	\$0.9113	\$0.3931	\$0.8958	\$0.4052
\$1.40	\$1.45	\$1.0576	\$0.4033	\$0.9791	\$0.4312	\$0.9450	\$0.4076	\$0.9290	\$0.4202
\$1.45	\$1.50	\$1.0954	\$0.4177	\$1.0141	\$0.4466	\$0.9788	\$0.4222	\$0.9622	\$0.4353

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Continued From D-5.00

**NYMEX Increase =  $(\underline{X} - \underline{X}_{\text{plan}})$**

$\underline{X}$  = the simple average of the actual NYMEX monthly natural gas futures contract prices, (\$/MMbtu), for the summer strip (Apr-Oct) and the remaining months of the winter strip (Nov-Mar), (averaged over first five trading days of the month prior to implementation).

$\underline{X}_{\text{plan}}$  = the NYMEX average summer and winter strips incorporated in the calculation of the base GCR factor, as delineated in the above chart.

At least fifteen days before the beginning of each period, the company shall file with the Michigan Public Service Commission an updated Tariff Sheet No. D-3.00, a new GCR ceiling price calculated using the matrix, without regard to whether the new ceiling factor is higher or lower than the prior period's ceiling factor. In no event will the ceiling price decrease below the Base GCR Factor. The informational filing shall include all supporting documents necessary to verify the new price ceiling, 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 NYMEX futures prices sheets for the first five trading days of the month, such sheets being an authoritative source used by the gas industry. The filing shall be incorporated into the GCR Plan docket U-15130 with notice of filing provided to all interveners.

**Gas Cost Recovery Factor Adjustment Process**

Step 1) Using the first five trading days of the month prior to implementation determine two NYMEX five day averages. One for the seven month summer strip  $X_s$ (Apr-Oct), one for the remaining months of the five month winter strip  $X_w$  (Nov-Mar). Closing prices should be used for the summer months that are no longer trading. Only the remaining months should be used to calculate the winter strip.

Step 2) Determine the NYMEX increase for the summer and winter strips by subtracting the NYMEX plan  $\underline{X}_{\text{plan}}$  for that strip from  $\underline{X}$  calculated above for that same strip.

Step 3) Locate the two incremental contingent GCR factors, which correspond with the two NYMEX increases calculated in the previous steps (Summer and Winter), in the table for the desired period.

Step 4) Add the two incremental contingent GCR factors to the base GCR factor. The new GCR ceiling factor will be the greater of the Base GCR Factor or the resulting factor from the matrix.

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**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.

**Non-Gas Charges:**

Customer Charge per meter:       \$ 11.00 per month  
SEMCO Fixed Charge:               \$ 1.24 per month  
Distribution Charge:               \$ 1.6389 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 No. D-2.00.

**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.

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**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	\$18.00 per month	\$2.0764 per Dth
GS-2	\$25.00 per month	\$1.9497 per Dth
GS-3	\$100.00 per month	\$1.6225 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 of the economic break even point. 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.

**Customer Charge Billing Option:**

At the customer's option, the customer may contract with the Company to be billed the annual sum of the 12 monthly Customer Charges, evenly divided, over whichever billing months during the year shall be mutually agreeable between the Company and the customer.

**Surcharges and Credits:**

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

**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.

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**Gas Light Service**

**Availability:**

Service is available to any customer using gas operated lights twelve (12) months of the year and who elects to take service under this rate schedule in preference to the other rates which are available.

**Characteristics of Service:**

Continuous service twenty-four (24) hours per day.

**Rate:**

For each gas light of three (3) cu. Ft. per hour or less consumption      \$7.00 per month

**Minimum Charge:**

Monthly Minimum      \$7.00 per month  
(Michigan State Sales Tax will be added where applicable)

**Payment Terms:**

All bills shall be due and payable within twenty-one (21) days of rendition.

**Contract:**

Standard Application for service, no time limit.

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**SECTION E**

**TRANSPORTATION SERVICE**

**SURCHARGES**

Transportation Service (TR-1, TR-2, TR-3): .....\$ 0.0000 Per Dth

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**SECTION E**

**RULES AND REGULATIONS  
FOR TRANSPORTATION SERVICE**

**F1. APPLICATION**

Unless otherwise provided for within these Transportation Service Rules and Regulations, all Shippers taking Transportation Service are subject to all the rules and regulations contained within Sections B and C of the Company's Rules and Regulations for all customers.

**F2. DEFINITIONS**

"Authorized Agent" shall mean the person or entity 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 service.

"Automated Meter Reading System" (AMR) shall mean a system of radio controlled devices installed on meters such that the metering data may be retrieved by radio van or through a fixed network.

"Balancing Recovery Cost" (BRC) shall be defined as all charges billed for Firm Balancing, Interruptible Balancing, Excess Balancing, Imbalance Penalties and pipeline penalty pass-through costs which are billed as a result of either daily or monthly balancing provisions within the Transportation Service rules and regulations of this tariff.

"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.

"BTU Factor" shall mean the factor applied to a Shipper's volumetric (MCF) consumption to determine the Shipper's energy (DTH) consumption.

"Company" shall mean SEMCO ENERGY GAS COMPANY

"Customer" shall mean the end user of the gas.

"Day" shall mean a period of twenty-four (24) consecutive hours as defined by the Gas Industry Standards Board (GISB).

"Daily Balancing Tolerance" (DBT) shall mean a daily imbalance percentage, positive or negative, within which a Shipper will incur no Excess Balancing Charge or Imbalance Penalty. The DBT for Positive and Negative Imbalances is the sum of the Firm Balancing Tolerance (FBT) plus the Interruptible Balancing Tolerance (IBT) in effect for the Day.

"Daily Imbalances" shall mean the difference between the amount of Gas received by the Company on any given Day on behalf of a Shipper, less Gas In Kind, and the amount of Gas delivered to the Shipper that same day.

"Dekatherm" (Dth) shall mean the quantity of heat energy which is equivalent to one million BTU.

"Designated Sales Service Rate" shall mean the Company's existing gas sales rate designated in a Transportation Service Agreement pursuant to the Aggregation of Accounts Option.

"Equivalent Quantities" shall mean a quantity of gas containing an amount of Dths equal to the amount of Dths received by the Company for the account of Shipper at the Point(s) of Receipt.

Continued On Sheet No. E-3.00

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Continued From Sheet E-2.00

"Excess Balancing" shall mean all daily imbalances (under Rate Schedule TR-1, TR-2 or TR-3) that exceed the DBT, but do not exceed twenty percent (20%) of MDQ, and shall apply to positive and negative imbalances that are not subject to an IBR Notice. During periods when an IBR Notice is in effect, Excess Balancing is eliminated in the direction restricted by the IBR Notice. Excess Balancing is subject to the Excess Balancing Charge.

"Firm Balancing Tolerance" (FBT) shall be a Dth quantity of daily balancing service that the Company is obligated to provide to the Shipper on a firm basis. The FBT shall be stated in Shipper's Transportation Service Agreement. Shippers provided an FBT by the Company are subject to the Firm Balancing Charge.

"Gas" shall mean natural gas, manufactured gas or a combination of the two.

"Gas In Kind" shall mean the amount of Gas the Company shall retain of gas received at the Point(s) of Receipt to compensate for Company use and lost and unaccounted-for-gas on the Company's system. This volume shall not be included in the quantity available for delivery to the Shipper.

"Imbalance Penalty" shall mean all daily imbalances that exceed twenty percent (20%) of MDQ under Rate Schedule TR-1, TR-2 or TR-3. Where an IBR is in effect that reduces the DBT in one direction, the Imbalance Penalty shall also mean that gas received by the Company on Shipper's behalf or gas delivered by the Company to Shipper, where applicable, in excess of the reduced DBT.

"Interruptible Balancing Restriction Notice" (IBR Notice) shall mean a directive Issued by the Company to Shippers which shall restrict the Shippers' daily IBT on either positive or negative imbalances by reducing the tolerance in one direction to the level deemed necessary by the Company when the Company's ability to accommodate imbalances is restricted or impaired due to capacity constraints. Capacity constraints shall be considered valid for reasons of limited supply due to actions or circumstances beyond the Company's control, distribution system restrictions, or upstream firm transportation capacity limitations. The IBR Notice will indicate at its issuance the portions of the Company's system affected by the IBR Notice, the imbalance, either positive or negative, that the IBR Notice restricts, the amount that is restricted and the time period the IBR Notice is in effect.

"Interruptible Balancing Tolerance" (IBT) shall be a Dth quantity calculated as the lesser of twenty percent (20%) of Shipper's contract MDQ (in Dth) less the FBT volume or twenty percent (20%) of the daily nominated delivery to the Company on the Shipper's behalf less the FBT Volume but not less than zero. All or part of the IBT may be reduced pursuant to the issuance of an IBR Notice.

"Marketer" shall mean the seller or supplier of natural gas.

"Maximum Daily Quantity" (MDQ) shall mean the maximum quantity of gas, as measured in Mcf, converted to Dth, and listed in a Shipper's Transportation Service Agreement, that the Company is obligated to deliver to a Shipper on any given Day.

"Mcf" shall mean one thousand cubic feet of Gas at 14.65 psia.

"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.

"Monthly Imbalances" shall mean the cumulative difference between the amounts of Gas received by the Company in any given Month on behalf of a Shipper, less Gas In Kind, and the amount delivered to the Shipper that same Month.

"Negative Imbalance" shall mean an imbalance, whether Daily or Monthly, where the Company has delivered more Gas to a Shipper than the Company has received, less Gas in Kind, on that Shipper's behalf. When expressed as a percentage, the imbalance is divided by gas received by the Company, less Gas in Kind, on the Shipper's behalf.

Continued On Sheet No. E-4.00

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Continued From Sheet No. E-3.00

"Nominations" shall mean the process by which the Shipper notifies the Company of expected Transportation volumes.

"Operational Districts" shall mean those service territories located in segmented geographical areas of the Company's distribution/transmission system as stated on Sheet A-10.00.

"Point of Delivery" shall mean any point on the Company's Gas distribution system at which an interconnect exists with a Shipper's facility to enable the Company to deliver Shipper's gas.

"Point of Receipt" shall mean any point on the Company's gas distribution system at which an interconnection exists with Shipper's Transporter to enable the Company to receive Shipper's gas for redelivery to the Shipper.

"Pool" or "Pooling" shall mean the grouping together of Transportation Service Shippers for the purpose of netting daily and monthly imbalances.

"Pooling Agent" shall mean the person or entity whom a Shipper (or Shipper's Authorized Agent) has authorized to take actions and make decisions on Shipper's (or Agent's) behalf with regard to operation of a Pool.

"Positive Imbalance" shall mean an imbalance, whether Daily or Monthly, where the Company has received more gas, less Gas in Kind, on a Shipper's behalf than the Company has delivered to that Shipper. When expressed as a percentage, the imbalance is divided by gas received by the Company, less Gas in Kind, on the Shipper's behalf.

"Rate Schedule" shall mean the particular schedule listing applicable rates for service found in the Company's Schedule of Rules, Regulations and Rates.

"Remote Metering Device" shall mean metering instruments capable of providing a record of instantaneous gas usage on demand from a remote location.

"Request for Transportation Service" shall mean a written request by the Shipper for Transportation Service.

"Service Territory" shall mean the geographical area defined in the Company's Schedule of Rules, Regulations and Rates in which the Company is responsible for Gas service.

"Shipper" shall mean any person, corporation, partnership or any other party requesting Transportation Service from the Company. A Shipper may also include an Authorized Agent where the context requires. The Shipper may also be referred to as the "Customer."

"Shipper's Transporter" shall mean the intrastate pipeline, interstate pipeline, or local distribution company transporting Gas to the Point(s) of Receipt.

"Shipper's Up-stream Capacity" shall mean the secured availability and rights of a Shipper to transport Gas on the intrastate pipeline, interstate pipeline, or local distribution company necessary for transporting Gas to the Point(s) of Receipt. (See "Shipper's Transporter")

"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.

"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 (TR-1, TR-2, and TR-3).

Continued On Sheet No. E-5.00

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E3. TRANSPORTATION SERVICE

A. Balancing Tolerances

Shippers taking Transportation Service are expected to take delivery of the Gas received by the Company on their behalf on the Day it is received. It is recognized that Shippers may be unable to control exactly the quantities of Gas delivered 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 delivered on any given Day. Such variations shall be considered imbalances and shall be kept to the minimum permitted by operating conditions in accordance with the Daily Balancing Tolerance and the Monthly Cash-Out provision.

B. Receipt and Delivery of Gas

The Company, at its discretion and subject to the other provisions hereof, shall allow alternate Points of Receipt when operationally feasible given distribution system constraints. Any restriction in Receipt Point(s) shall be Issued in a non-discriminatory manner.

The Company, subject to the other provisions of this tariff, shall deliver to the Shipper each day Equivalent Quantities of Gas less Gas in Kind at the Point(s) of Delivery up to the Maximum Daily Quantity (MDQ) agreed to in the Transportation Service Agreement with Shipper.

C. Pressure

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

D. Measurement

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

E. Limitations of Service

The Company shall not be required to perform service under a Transportation Service Agreement on behalf of any Shipper failing to comply with any and all terms of the Service Agreement, Transportation Service Schedules and/or the Company's Rules and Regulations for Transportation Service.

F. Commingling

The Company shall have the unqualified right to commingle Gas transported hereunder with Gas from other sources. It is recognized that Gas redelivered at the Point(s) of Delivery may not be the same molecules as those received at the Point(s) of Receipt but shall be of comparable quality.

H. Issuance of Penalties

The Company may, at its option, waive enforcement of provisions which carry penalty fees, 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 so 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.

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E4. RESPONSIBILITY FOR GAS

A. Shipper's Up-stream Capacity

Shipper shall be responsible for making all necessary arrangements for the delivery of Gas to the Point(s) of Receipt including securing all necessary Up-stream Capacity.

B. Possession of Gas

The Company and Shipper shall each be responsible for their own equipment, facilities and Gas on their own side of a delivery point. 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 any such adverse claim that may arise to said Gas or to royalties, taxes, license fees or charges thereon, the party delivering or causing the delivery 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.

C. 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(s) of Receipt. Thereafter, the Company shall be deemed to be in control or possession of the Gas until the Gas is delivered to 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.

E5. TRANSPORTATION STANDARDS OF CONDUCT

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:

A. The Company will apply any tariff provision relating to transportation service in the same manner without discrimination to all similarly situated persons.

B. 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 policy or price discounts.

C. 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.

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D. The Company will process all similar requests for transportation service in the same manner and within the same period of time.

E. 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.

F. 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.

G. The Company will not condition or tie its agreement to release interstate pipeline capacity to any agreement by a gas marketer, customer, Supplier or pipeline transporter relating to any service in which its marketing affiliate is involved.

H. 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.

I. 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.

J. 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

If the Company receives a verbal complaint related to its Rules, Regulations and Rate Schedules Governing the Sale or Transportation of Natural Gas, Section E5, Transportation Standards of Conduct, the Company will attempt to resolve the complaint on an informal basis.

In case of a formal complaint, the procedures outlined below will be followed:

A. 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

B. The Company will acknowledge the receipt of the formal written complaint, in writing, within five working days of receipt by the Company.

C. 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.

D. 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.

- E. 1) 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.
- 2) 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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**TRANSPORTATION SERVICE - (TR-1, TR-2, and TR-3)**

**Availability**

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 a dedicated active telephone line, a 110 volt electrical outlet at the meter site and such other facilities as may be required for the specialized metering equipment needed to be installed by the Company. Failure to maintain the telephone line, electrical outlet and other facilities 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.

D. Shipper has also agreed to provide 24 hour per day access to the specialized metering equipment located on the Shipper's premises, 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 transport service. Upon request, 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. Upon request, and at Shipper's expense, the Company will permit the Shipper or an Authorized Agent to install such additional equipment as may be necessary to allow remote monitoring of gas flow by Shipper or the Authorized Agent.

E. Shipper and Company have executed a Transportation Service Agreement for service under this Rate Schedule. Shipper must contract for delivery of Gas to a specific Point(s) 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. Gas delivered under the terms of this rate may not be resold.

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**Characteristics of Service**

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.

Service under this Rate Schedule shall consist of:

A. The receipt of Gas on behalf of Shipper at the Point(s) of Receipt specified in the executed Transportation Service Agreement

B. The transportation of Equivalent Quantities of Gas less volumes retained for Gas in Kind through the Company's 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. All gas received by the Company at its Point(s) of Receipt on behalf of Shipper, less Gas in Kind, shall be delivered to Shipper on a firm basis, subject to curtailment, up to Shipper's Maximum Daily Quantity (MDQ) on any Day.

**Maximum Daily Quantity (MDQ)**

An MDQ constitutes the maximum quantity of gas that the Company is obligated to deliver to a Shipper on a daily basis. The 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, less any Coal Displacement Volumes and adjusted for known or expected changes. If actual historical peak day volumes cannot be determined, the Company will utilize an estimate based on the Shipper's facilities and the Company's distribution system capabilities.

The Company may, at its discretion, deliver to a Shipper volumes in excess of its MDQ, subject to restrictions under Rule C3.2 curtailment provisions.

A Shipper may request an adjustment of its contractual MDQ. However, if the Company does not have adequate facilities in place to deliver greater volumes to a Shipper than Shipper's current MDQ, the Company may deny such adjustment until the Company determines that it has adequate facilities to meet the increased demand.

The Company will determine MDQs in a non-discriminatory manner.

**Shipper's Up-Stream Capacity**

Customers taking Transportation Service are responsible for arranging for their own up-stream transportation of Gas to the Company.

From time to time the Company may have excess up stream pipeline capacity available for prearranged release but does not guarantee such availability. The Company shall release such capacity in a non-discriminatory manner.

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### Nominations

Not later than 12:30 p.m. ECT, Shipper or Shipper's Authorized Agent shall, by telephone or other electronic means designated by the Company, provide the Company with the daily nomination quantity requested for receipt or delivery. The Company may waive the nomination deadline upon request by Shipper or Shipper's Authorized Agent, if, in its judgment, operating conditions permit such waiver.

### Balancing Requirements

Daily Balancing Tolerance - Shippers taking Transportation Service are expected to take delivery of the Gas received by the Company on their behalf on the Day it is received. It is recognized that Shippers may be unable to control exactly the quantities of Gas received by the Company hereunder on any Day, and that the actual quantities delivered by the Company may vary above or below the actual quantities received on any given Day. Shippers will be allowed a Daily Balancing Tolerance Limit (DBT) which consists of the Shipper's contract FBT plus their entitlement of IBT.

Firm Balancing – (Optional Service) -- The Company shall attempt to secure a sufficient quantity of firm balancing assets (on system or off system storage and/or up stream firm capacity or no notice services) to provide an optional Firm Balancing Tolerance (FBT) of fourteen percent (14%) of the Shipper's normalized average daily usage, less any coal displacement volumes, to all Shippers in all portions of its service territory. On those portions of the Company's system where the Company is able to secure firm balancing assets, the Shipper shall pay a Firm Balancing Charge on all Dth of delivery by the Company to the Shipper during the month. On those portions of the Company's system where the Company has not yet been able to secure firm balancing assets, the Company will not provide an FBT and Shipper will not pay a Firm Balancing Charge until such assets are secured by the Company.

A Shipper's FBT shall be specified in the Shipper's Transportation Service Agreement and the Shipper's normalized average daily use for determining the FBT shall be reviewed and up dated once each year. Shippers may elect to have, or not have, such service once each year.

Supplemental Firm Balancing - On those portions of the Company's system where the Company is able to secure additional firm balancing services, Shippers with Points of Receipt on those system portions may request firm balancing services greater than fourteen percent (14%) of Shipper's normalized average daily use. Shipper shall pay a rate for such additional service equal to the Company's incremental cost to secure such services and will be obligated to contract for such services for a duration of time not less than the minimum length of time for which the Company must contract to secure such services. When Supplemental Firm Balancing services are subscribed to by a Shipper such that its total FBT exceeds twenty percent (20%) of its MDQ, that Shipper's DBT shall be increased to equal its FBT and no IBT shall be available to that Shipper.

Interruptible Balancing - The Shipper shall pay an Interruptible Balancing Charge, per Dth of Daily Imbalance within the Shipper's IBT, on all Dth of Daily Imbalance Gas that is greater than the FBT but within the DBT.

Excess Balancing - Except during periods an IBR Notice is in effect, the Excess Balancing Charge shall be applied to every Dth of imbalance, either positive or negative, which exceeds the DBT, but is within twenty percent (20%) of contract MDQ, for every Day of the Month in which the DBT is exceeded. During periods when an IBR Notice is in effect, Excess Balancing is eliminated for imbalances in the direction restricted by the IBR Notice.

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Imbalance Penalty - All Dth of daily imbalance, either positive or negative, which exceed twenty percent (20 %) of the Shipper's contract MDQ, are subject to an Imbalance Penalty. The Imbalance Penalty is also applied to all Dth of imbalance that exceed the DBT in the direction, either positive or negative, that has been restricted by an effective IBR Notice.

A Shipper, balancing as an individual, shall be deemed to be in balance for each day that the meter or its associated devices at the Shipper's location has malfunctioned such that actual daily use for that day is unavailable. Upon completion of a meter adjustment and agreement of the imbalance that occurred during that period, Shipper shall have sixty (60) days to make up such imbalances without penalty. Scheduling of the volumetric imbalance will be on a best efforts basis for the Company to receive or deliver such quantities on a daily basis. The sixty (60) day make-up period may be adjusted, at the discretion of the Company, if requested by the Shipper. Scheduling of adjustment volumes shall be done in a non-discriminatory manner. Shipper and the Company, in lieu of volumetric makeup of the imbalance, may agree to resolve the imbalance using the Monthly Cashout provision set forth in this tariff. The cashout pricing used shall be the monthly cashout price(s) billed during the months for which the adjustment is applicable.

A Shipper in a balancing pool shall not be deemed to be in balance for each day that the meter or its associated devices at the Shipper's location has malfunctioned such that actual daily use is unavailable. Upon completion of a meter adjustment and agreement of the imbalance that occurred during that period, the Pool Manager shall have sixty (60) days to make up such imbalances without penalty. Scheduling of the volumetric imbalance will be on a best efforts basis for the Company to receive or deliver such quantities on a daily basis. The sixty (60) day makeup period may be adjusted, at the discretion of the Company, if requested by Shipper. Scheduling of adjustment volumes shall be done in a non-discriminatory manner. The Pool Manager and the Company, in lieu of volumetric makeup of the imbalance, may agree to resolve the imbalance using the Monthly Cashout provision set forth in this tariff. The cashout pricing used shall be the monthly cashout price(s) billed during the months for which the adjustment is applicable. If during the time for which the meter adjustment is applicable, Shipper was a member of different balancing pools, the imbalance and subsequent volumetric makeup shall be prorated to each balancing pool.

Metering malfunctions which require more than seven (7) days to resolve, and/or the failure of Shipper to allow the Company to perform necessary maintenance on measurement equipment, may require removal of Shipper from their balancing pool for billing purposes. Upon resolution of the meter problem, Shipper may be returned to their balancing pool on the first of the next calendar month.

Telephone communication failures shall not be deemed a metering malfunction and may not result in waiver of daily balancing charges. During the period in which the telephone line is unavailable, Company may remove Shipper from the balancing pool for billing purposes, and, at the Company's request, Shipper will provide the Company with weekly meter reads. Consumption shall be calculated as the difference between the current meter read and the previous meter read. The consumption for the period shall be allocated evenly for each day. If Shipper fails to provide requested meter reads, the Company may dispatch Company personnel, at Shipper's expense, for each occurrence, to provide the meter reads required. Shipper shall be charged time and materials based on the Company's tariff rates.

Payment of any Balancing Recovery Cost (BRC) charges or penalties by Shippers, Authorized Agents or Pooling Agents does not eliminate the imbalance, constitute a sale of gas, entitle Shipper or Shipper's Authorized Agent(s) to maintain an imbalance, nor allow Shipper or Shipper's Authorized Agent(s) to store gas on the Company's system. Accumulated imbalances are resolved at the end of the month under the Monthly Cash Out provision.

All revenues collected by the Company for BRCs shall be credited to the Cost of Gas Sold under Rule C7.2. 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.

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The general balancing requirements are summarized as:

A. Daily Balancing

1. Shippers shall balance receipts by the Company on Shippers' behalf, less Gas In Kind, with their deliveries from the Company each Day within 0% to plus or minus their Daily Balancing Tolerance (DBT). The total DBT shall be the total of the Firm Balancing Tolerance (FBT) and the Interruptible Balancing Tolerance (IBT). The IBT may be restricted down to zero through issuance of an Interruptible Balancing Restriction (IBR) during periods of capacity constraint. The FBT shall only be reduced during periods of curtailment through issuance of an Operational Flow Order (OFO) by the Company.
2. On those portions of the Company's system where the Company has the ability to provide an FBT of fourteen percent (14%) of the Shipper's normalized average daily usage, the Shipper shall pay a Firm Balancing Charge on all Dth of delivery by the Company to the Shipper during the month. Where the company is unable to provide an FBT, Shippers are not subject to the Firm Balancing Charge.
3. Shippers shall pay the Interruptible Balancing Charge on all Dth of Daily Imbalance created by the Shipper which is greater than their FBT but within their DBT.
4. Shippers shall pay the Excess Balancing Charge on every Dth which exceeds the DBT but is within twenty percent (20%) of contract MDQ on any given Day, except that no Excess Balancing is available during the period an IBR Notice is in effect in the direction restricted.
5. All imbalance Dth that exceed twenty percent (20%) of contract MDQ or that exceed DBT in the direction restricted by an effective IBR Notice are subject to an Imbalance Penalty.
6. When the Company's ability to accommodate imbalances is restricted or impaired due to capacity constraints, the Company may issue an IBR Notice to reduce the IBT for either positive or negative imbalances for the Gas Day(s) and the portion of the Company's system that the IBR is effective. If it is necessary for the Company to curtail firm service, the Company may issue an Operational Flow Order (OFO) in accordance with Rule C3.2 to curtail the FBT.
7. Shippers may join into pre-arranged Pools, as provided for under the Pooling provisions of this Rate Schedule, for the purpose of netting daily imbalances.
8. Any applicable BRCs will be billed monthly.

B. Monthly Balancing (Cash-Out)

Monthly imbalances are subject to the Monthly Cash-Out provision set forth in this tariff. Shippers may join pre-arranged Pools, as provided for under the Pooling provisions of this Rate Schedule, for the purpose of netting monthly imbalances.

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**Interruptible Balancing Restriction Notice (IBR Notice)**

During any period in which the Company's ability to accommodate imbalances is restricted or impaired due to capacity constraints, the Company may issue an IBR Notice to restrict the Shipper's IBT for either Positive or Negative Imbalances. The Company shall issue the IBR for all customers in its Upper Peninsula service territory, all customers in its Lower Peninsula service territories, or system wide as conditions dictate. The IBR Notice will restrict the percentage level of DBT available in either the positive or negative direction. The DBT in the direction opposite of the restriction will increase by the same percentage.

The Company may issue an IBR Notice for the portion of its system so affected by notifying affected Shipper's or Shipper's Authorized Agents by telephone or other electronic means 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 it will be in effect. The Company will issue an IBR Notice in a nondiscriminatory manner.

Each IBR Notice will indicate, when it is Issued:

- A. The portions of the Company's system affected,
- B. The direction and amount that the DBT is restricted, either positive or negative and as a percent of the lesser of nominations or MDQ, and
- C. The direction and amount that the DBT is increased, in the opposite direction of the restriction, either positive or negative as a percent of the lesser of nominations or MDQ and
- D. The time period when the IBR Notice is in effect.

During the period of an IBR Notice, the DBT shall be the greater of:

- A. The Shipper's FBT, or
- B. The restricted DBT percentage times the lesser of nomination or MDQ.

Imbalances that are restricted by an IBR Notice are subject to the Imbalance Penalty, applied to all Dth of imbalance that exceed the DBT for each day that the IBR Notice is in effect, in lieu of the Excess Balancing Charge when:

- A. An IBR Notice is Issued to restrict Positive Imbalances and the actual Dths received by the Company on Shipper's behalf, less Gas in Kind, exceed Shipper's deliveries by more than the DBT.
- B. An IBR Notice is Issued to restrict Negative Imbalances and amounts delivered to the Shipper exceed the Company's receipts on Shipper's behalf, less Gas in Kind by more than the DBT. In instances where Shipper violation of IBR Notice restrictions causes the Company to incur imbalance penalties on up-stream pipelines, and where incurring of pipeline penalties cannot reasonably be avoided by acquisition of gas supplies at the Company's city gate stations, then the cost of such pipeline penalties will be passed through to the customer in violation. Pipeline penalties assessed to customers are in addition to the Imbalance Penalty.

All Imbalance Penalty recoveries will be credited to the Cost of Gas Sold under Rule C7.2.

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**Monthly Cash-Out**

When monthly receipts of Gas by the Company on behalf of a Shipper, less Gas In Kind, exceed monthly deliveries of Gas to the Shipper, a Positive Monthly Imbalance exists. If the Shipper has a Positive Monthly Imbalance, then the Company will credit the Shipper's account for the purchase of the imbalance Gas, in accordance with the schedule below. The cash-out provisions shall be applied by imbalance layer where the Positive Monthly Imbalance exceeds the first imbalance layer.

<u>Imbalance Layer #</u>	<u>Monthly Positive Imbalance</u>	<u>Action Taken By the Company</u>
1	0 % - 5 %	Rollover to the following month
2	> 5 % - 20 %	Purchase at the Least MIP less Applicable Transportation
3	> 20 %	Purchase at 50% of the Least MIP less Applicable Transportation

When monthly receipts of Gas by the Company on behalf of a Shipper, less Gas In Kind, are less than monthly deliveries of Gas to the Shipper, a Negative Monthly Imbalance exists. If the Shipper has a Negative Monthly Imbalance, then the Company will bill the Shipper's account for the sale of the imbalance Gas, in accordance with the schedule below. The cash-out provisions shall be applied by imbalance layer where the Negative Monthly Imbalance exceeds the first imbalance layer.

<u>Imbalance Layer #</u>	<u>Monthly Negative Imbalance</u>	<u>Action Taken By the Company</u>
1	0 % - 5 %	Rollover to the following month
2	> 5 % - 20 %	Sell at the Greatest MIP plus Applicable Transportation
3	> 20 %	Sell at 200% of Greatest MIP plus Applicable Transportation

The Monthly Imbalance, Positive or Negative, is the amount of Shipper's Monthly Imbalance divided by the amount of Gas received by the Company on the Shipper's behalf, net of Gas In Kind, during the Month.

The Monthly Index Price (MIP) is defined as the spot gas price as listed in Gas Daily, City Gate, Pooling point prices among the Mich Con, Consumers Energy and Chicago LDCs. The Least MIP is the lowest price that appears in for the MIP index for any date of the month in which the imbalance occurred. The Greatest MIP is the highest price that appears for the MIP index for any date of the month in which the imbalance occurred.

"Applicable Transportation" is defined as the maximum transportation rate on Consumers Energy's system in accordance with their filed tariff as approved by proper regulatory authority.

If Gas Daily ceases publication of the indicated index, then the Company may substitute a replacement index that is representative of the Company's market throughout the month, preferably a daily index. The Company will provide notice to its customers and to the MPSC Staff of a replacement index and seek agreement from MPSC Staff for use of the replacement index.

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All monthly cash-out transactions shall be charged or credited to the Cost of Gas Sold under Rule C7.2.

In order to minimize outstanding imbalances and to expedite the cash-out process, it may be necessary from time to time to utilize estimated or preliminary imbalance reports when cashing-out the current month. Where subsequent corrections for final imbalance reports become available after a month has been cashed-out based upon estimates, the corrected Dth imbalances will be priced out at the applicable MIP from the month incurred.

### Pooling

Pooling permits a Shipper's Pooling Agent to combine the usage of a group of Transportation Service Shippers for the purpose of netting the imbalances of the members of the pool on both a daily and monthly basis.

An individual Pool may group Transportation Service Shippers which utilize a common Up-Stream transportation provider. Where an Up-Stream transportation provider segments portions of the Company's service territory into separate balancing groups, an individual pool may only group Shippers common to that specific balancing group unless the Company allows such. Any or all Shippers common to an Up-Stream Transporter, which does not restrict balancing groups, may form single or multiple Pools. A Shipper is entitled to one pool per account or Aggregation for any given month.

To create a Pool, Pooling Agents must obtain the signatures of the Pool members on a Pooling Agreement which shall set out the rules under which the Pool will operate, including the method for allocating balancing charges and penalties incurred by the Pool to the Pool members. Each Month that the membership in the Pool changes, the Pooling Agent must provide a copy of the Pooling Agreement, with the signatures of the current Pool members, to the Company at least fifteen (15) days prior to the first day of the Month. Submission may be by fax or other electronic means as approved by the Company.

When Shippers have joined in a Pool, the Pooling Agent shall become responsible for all Balancing Recovery Costs, as well as penalties as a result of curtailment in accordance with Rule C3.2 incorporated in the Company's tariffs, as allocable to the Pool or an individual Shipper within the Pool. The Company shall determine the net 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.

A Pooling Agent shall be subject to the tariff provisions under Rule C5 and Due Date and Late Payment Charge provisions of this tariff for charges and penalties allocated to the pool. In the event of non-payment 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).

A Pool may consist of no less than two Shippers. Shippers may change Pools each Month if the Company is provided with fifteen (15) days notice. In the event that a Shipper declares bankruptcy, the Pooling Agent may request, and the Company may grant, a waiver of the 15 day notice requirement. 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 penalties and balancing charges for the Shipper until the Shipper is removed from the balancing pool.

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**Aggregation of Accounts Option**

A customer receiving gas service at multiple facilities under common ownership may elect to aggregate the quantities of gas supplied to such facilities if the following conditions are met:

A. The customer must designate one of the facilities as the master account. The master account must be a Transportation Service account (TR-1, TR-2 or TR-3).

B. Only the subsidiary accounts will be eligible for aggregation with the master account. To qualify as a subsidiary account a facility must be served under the General Service Rate (GS-1, GS-2 or GS-3). The customer, or the customer's agent, must specify which of the other facilities will be designated as the subsidiary account(s). The customer may designate some or all of its other facilities as subsidiary accounts.

C. The facility designated as the master account shall be subject to and billed the provisions of its transportation tariff. The FBT for the aggregation shall be based on fourteen percent (14%) of the master account normalized average daily usage. Facilities designated as subsidiary accounts shall be subject to all the terms and conditions of the master account tariff, including remote metering, except that the subsidiary accounts will pay the customer charge and distribution charge in effect for its designated sales rate rather than the customer charge and transportation charge in effect for the master account.

**Rates**

Subject to such modifications as may be imposed and/or authorized by the Michigan Public Service Commission (MPSC), each Month Shipper shall, where applicable, pay the Company the following amounts:

Monthly Charges:	<u>TR-1</u>	<u>TR-2</u>	Service Category <u>TR-3</u>
Customer Charge	\$ 275.00 per meter	\$ 1400.00 per meter	\$ 3,900.00 per meter
Remote Meter Charge	\$ 75.00 per meter	\$ 75.00 per meter	\$ 75.00 per meter
Transportation Rates:			
Peak (November to March)	\$ 1.6251 per Dth	\$ 1.3614 per Dth	\$ 1.0618 per Dth
Off-Peak (April to October)	\$ 1.4751 per Dth	\$ 1.2114 per Dth	\$ 0.9118 per Dth

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### Selection of Service Category

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 of their economic break even point. 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.

### Customer Charge and Remote Meter Charge

Shipper shall 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 delivered through such meter during the Month, except as provided for in Rule C3.2 of the Company's Rules and Regulations.

### Transportation Rate

Shipper shall pay the appropriate Transportation Rate multiplied by the quantity of Gas in Dth which the Company delivered to the Shipper at the Point(s) of Delivery during the Month. Peak Transportation Rates are applicable during the billing months of November through March and Off-Peak Transportation Rates are applicable during the billing months of April through October. For purposes of applying the Transportation Rates, the "billing month" shall correspond as close as practicable to the calendar month.

If the Gas to be transported is an incremental load which will be used to displace coal or coal derived fuels and will be delivered during a time when the Company has sufficient capacity, then the Transportation Rate for such incremental load shall be a rate, as negotiated between the Company and the Shipper, between a floor of \$0.05 per Dth and a ceiling price equal to the full rate shown on the applicable rate schedule. The Shipper shall also pay all applicable surcharges for all gas delivered and all applicable BRCs for all Dth of Daily Imbalance created by the shipper. The minimum charge for such coal displacement service shall be the monthly Customer Charge and Remote Meter Charge. All coal displacement volumes are interruptible by the Company. Coal displacement volumes are excluded for purposes of determining a Shipper's MDQ and FBT.

### Gas in Kind

The Company shall retain 1.12% of all gas received at the Point(s) of Receipt to compensate for Company use and lost and unaccounted for gas on the Company's system. This volume shall not be included in the quantity available for delivery to the Shipper.

### Balancing Charges

#### Firm Balancing Charge

All Shippers, for whom the Company has an available FBT, shall pay \$ 0.03440 per Dth of Gas delivered by the Company to the Shipper during the month.

#### Interruptible Balancing Charge

Shippers shall pay an Interruptible Balancing Charge of \$ 0.1000 per Dth of Daily Imbalance Gas that is greater than the FBT but within the DBT.

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### Emergency Gas Usage Charge

The Company will provide emergency, short-term Gas on a First Come-First Served, best efforts basis to all Shippers desiring such service, subject to the provisions of this Charge. The Company will only approve emergency service when it anticipates in advance of the gas day that it will have gas available.

In addition to all the applicable charges of this Rate Schedule, Shipper shall pay an Emergency Gas Usage Charge of \$2.00 per Dth plus the highest cost of delivered Gas experienced by the Company on that Day per Dth for all emergency Gas purchases.

Shippers requesting emergency service must obtain prior approval from the company by telephone or other electronic means approved by the Company, each Day Shipper requests emergency service, before actually taking emergency short term Gas. Shippers not requesting or obtaining approval from the Company will be charged in accordance with all Balancing Charges, Penalties, Monthly Cash-Out and any other applicable pricing provisions in this rate schedule.

Emergency Gas Usage Charges will be credited to the Company's Booked Cost of Gas Sold as defined in Section C7.2 of the Company's Rules and Regulations for all Shippers.

### Discontinuation of Service

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 the Company's Point of Receipt for transportation to Shipper's Point of Delivery for two (2) consecutive days, the Company shall attempt to contact the Shipper by telephone 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 within two (2) business days of the notification if Shipper fails to arrange for gas supply, or contact the Company to make alternative arrangements.

If a Marketer or Pooling Agent wishes to discontinue delivery of supply to a Shipper, balancing as part 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. The Company shall attempt to contact the Shipper by telephone or in person to notify the Shipper that service may be discontinued within two (2) business days if shipper fails to arrange for supply. 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 Recovery Costs, as well as penalties, as a result of curtailment in accordance with Rule C3.2 incorporated in the Company's tariffs as allocable to the Pool or an individual Shipper within the pool. 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 will be required to remove the Shipper from the pool.

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.

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**Due Date and Late Payment Charge**

A bill shall be mailed or delivered to the customer 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 on or before the due date shown thereon. If such failure to pay continues for thirty (30) days after 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 five days notice before service is suspended for nonpayment. Billing may be based upon estimated quantities if actual quantities are unavailable at the time of billing. In that event, the Company shall provide in the succeeding month's billing an adjustment based on any difference between actual and estimated quantities.

**Contract Form and Term**

All service under this rate will require the Shipper and the Company to execute a Transportation Service Agreement. All Service under this Rate Schedule must be contracted for a term of at least one year. The Company may require that a Customer, 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 Service Rule C2.

**Billing, Records, Accounting and Payment**

**A. Issuance, Payment and Inquiry of Billings**

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 service during the prior Month. Such charges 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.

The Company will issue a separate billing for service under each of Shipper's Service Agreements which will be due 15 days from the date of rendition.

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.

**B. 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 first class mail, via Western Union telegram, express mail, courier, fax or other electronic means provided by the Company.

**C. NSF Checks and On-Premise Collections**

Refer to Rule C5.10 in section C of the Company Tariff.

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**Credit, Deposits and Guarantees**

The Company may require, as a guarantee of payment of current bills, a reasonable cash deposit from a customer or prospective customer in accordance with the Company's Billing Standards. The Company may waive this requirement with respect to any customer whose credit is established as being satisfactory to the Company. Any deposit shall be handled in accordance with the Company's Billing Standards rules.

**Rules and Regulations**

Service supplied under this rate schedule shall be governed by the Rules and Regulations of the Company as approved by the Michigan Public Service Commission.

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OFF SYSTEM TRANSPORTATION SERVICE - (OST)

**Availability**

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 to move gas through the Company's system to an Off System location 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 a dedicated telephone line, a 110 volt electrical outlet at the meter site and such other facilities as may be required for the specialized metering equipment needed to be installed by the Company. Shipper has also agreed to provide 24 hour per day access to the specialized metering equipment located on the Shipper's premises. Upon request, 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. Upon request, and at Shipper's expense, the Company will permit the Shipper or an Authorized Agent to install such additional equipment as may be necessary to allow remote monitoring of gas flow by Shipper or the Authorized Agent.
- D. Shipper and Company have executed an Off System Transportation Service Agreement for service under this Rate Schedule.

Shipper must contract for a specific Point(s) of Receipt where Shipper deliver Gas to the Company and a specific Point(s) of Delivery where the Gas will exit the Company's system.

**Definitions**

As used in this rate schedule:

"Off System" means gas which is transported from a Point(s) of Receipt into the Company's system to a Point(s) of Delivery which is interconnected to a pipeline or other local gas distribution company.

"Operational Districts" shall mean those service territories located in segmented geographical areas of the Company's distribution/transmission system as stated on Sheet A-10.00.

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### Characteristics of Service

The Company, in its sole judgment, shall have the right to determine if capacity, including adequate pressure differentials at the desired Point(s) of Receipt and Delivery, is available for transportation under this tariff. Service under this Rate Schedule shall consist of:

A. The Company shall receive Gas for the account of the Shipper at the Point(s) of Receipt and redeliver equivalent quantities, less gas in kind reimbursement retained by the Company, to the Shipper for the account of the Shipper at the Point(s) of Delivery;

B. Any rates, terms and conditions not covered by this tariff shall be as contained in the Company's Off System Transportation Agreement.

All gas received by the Company at its Point(s) of Receipt on behalf of Shipper, less Gas in Kind, shall be delivered to Shipper on a firm basis, subject to curtailment, up to Shipper's Maximum Daily Quantity (MDQ) on any Day.

### Maximum Daily Quantity (MDQ)

An MDQ constitutes the maximum quantity of gas that the Company is obligated to deliver to a Shipper on a daily basis. The MDQ shall be specified in the Off System Transportation Service Agreement between the Shipper and the Company as determined by the Company.

The Company may, at its discretion, deliver to a Shipper volumes in excess of its MDQ, subject to restrictions under Rule C3.2 curtailment provisions.

### Nominations

At the Company's discretion, the Company may require the daily nomination of all transported gas.

### Balancing Requirements

The Company and Shipper shall work to keep the gas flow in balance at all times. If at any time the volumes of gas received by the Company at the Point(s) of Receipt are greater or lesser than the gas delivered at the Point(s) of Delivery, the Company may refuse, increase or decrease deliveries to correct the imbalances. If, upon termination of a contract between a Shipper and the Company, the Shipper has not delivered to the Company quantities of gas that are equal to those the Shipper has taken at the Point(s) of Delivery, the Shipper must deliver deficient volumes to the Company, within 60 days of the termination of the contract, at a mutually agreeable rate of delivery. If, then, the Shipper fails to correct the imbalance within the 60 days period, then the Shipper shall pay an unauthorized usage charge to the Company at a rate of \$10.00 per Mcf, plus the currently effective Gas Cost Recovery Factor at that time for all such deficient volumes.

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**Rates**

A Shipper shall pay to the Company a monthly fee comprised of the sum of:

- A. a Monthly Administrative Fee of \$300; and
- B. a Remote Meter Charge of \$75 per meter per month, and
- C. a charge, not to exceed \$0.300 per Dth, consisting of a demand portion and commodity portion.

The demand rate and the commodity rate shall be negotiated between the Shipper and the Company in the Off System Transportation Agreement entered into between the Shipper and the Company.

**Gas in Kind**

The Company shall retain 1.12% of all gas received at the Point(s) of Receipt to compensate for Company use and lost and unaccounted for gas on the Company's system. This volume shall not be included in the quantity available for delivery to the Shipper.

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

**F1. GENERAL PROVISIONS**

A Supplier desiring to supply gas to customers under Gas Customer Choice (GCC) Rate CC must register with the Staff of the Michigan Public Service 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.

**A. Participation and Solicitation**

Customers may elect to participate in the GCC program and Suppliers may solicit customer participation at any time.

**B. 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.

**C. 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 GCC 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.

**D. 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 Mcf 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 plus any accrued interest, 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.

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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.

E. Supplier Pools

A Supplier may have as many pricing pools as desired. 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.

F. Daily Delivery Obligation

The Company will provide each Supplier with a monthly schedule of quantities for delivery of gas into the Company system on behalf of the Supplier's customers. 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 intramonth changes as operational 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 current highest spot price paid for gas delivered to ANR Pipeline Company, Panhandle Eastern Pipe Line Company or at Chicago city gate for the corresponding date as published in Gas Daily, plus associated firm pipeline delivery costs. 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.

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G. Proof of Capacity

The Supplier shall be responsible for obtaining sufficient pipeline capacity to meet its delivery obligation.

H. Supplier Nominations

Each Supplier shall notify the Company's Gas Transportation Services Department of the daily quantity of gas (in MMBtu) that the Supplier is nominating for delivery on behalf of each Supplier-designated monthly pricing category. Such nominations shall be submitted by 12:30 PM Eastern time prior to the effective day of the proposed delivery.

I. 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 \$.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 before the end of the prior billing month, furnish to the Company, in a format acceptable to the Company, the price per Mcf to be billed to each Supplier-designated pricing category on its behalf or the most recently supplied price will be used.

When a Supplier has more than one pool and delivers a monthly cumulative amount of gas to the Company that differs from the total Daily Delivery Obligations issued by the Company to the Supplier, the Company shall allocate any gas shortages to the highest priced pools first, when making remittances. For any monthly cumulative amounts of gas delivered to the Company in excess of the total Daily Delivery Obligations issued by the Company to the Supplier, the Company shall allocate such gas excess to the lowest priced pools first, when making remittances.

J. 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 price per Mcf converted to MMBtu, billed to the Supplier's customers that 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.

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K. Reconciliation

Except as set forth below, within 60 working days after the end of the March billing cycle, or upon revocation of a Supplier's Authorized Supplier status, the Company will reconcile the cost per MMBtu remitted to the Supplier per Paragraph J, before reductions for Administrative Fees, Billing Fees, Failure Fees, and any other authorized credits or charges, converted to cost per Mcf using monthly system-average Btu content, with the price per Mcf billed to customers over the course of the program year on the Supplier's behalf. Any difference multiplied by the smaller of the Mcf delivered by the Supplier or the billed customer consumption for the year being reconciled, will be reflected in an adjustment on the next monthly remittance to the Supplier.

In those instances where both (i) the price per Mcf billed to customers over the course of the program year on the Supplier's behalf is higher than the cost of gas billed to sales customers by the Company pursuant to the Company's Rule C7, and (ii) the MMBtu delivered by the Supplier converted to Mcf exceeds the billed customer consumption for the year being reconciled, then the following procedure will be used. In such instances, (i) within 60 working days after the end of the March billing cycle, or upon revocation of a Supplier's Authorized Supplier status, 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.

L. Supplier Compliance Failure

A Supplier that fails to comply with the terms and conditions of the GCC program shall have its Authorized Supplier status suspended and/or terminated and subject to Rule C2, Controlled Service, its customers shall become sales rate customers of the Company.

M. Mcf to MMBtu Conversion

The Company will convert customer consumption from Mcf to MMBtu using daily system-average Btu content by billing cycle.

N. 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.

O. 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.

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P. Operational Flow Orders

The Company shall have the authority to issue operational flow orders, 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.

Q. Supplier of Last Resort

The Company will act as Supplier of last resort under the GCC program.

R. Contract Language

A Supplier must include the Company's required tariff language in all of its contracts.

S. Customer Complaints

If a customer has a complaint against a Supplier, the customer should try to resolve it first with the Supplier. If it is appropriate, the customer or Supplier should involve the Company. If the complaint is unresolved, the customer should involve the Michigan Public Service Commission Staff, and ultimately the Commission.

T. Transportation Standards of Conduct

The Transportation Standards of Conduct, E5 and E6, shall apply to the GCC program.

U. Reconciliation by Pool

The annual load requirement, delivery schedules, delivery shortfalls, Failure Fees, other authorized credits or charges and annual reconciliations shall apply separately to each Supplier designated pricing pool.

F2. RESIDENTIAL CUSTOMER PROTECTIONS

A. A Supplier must provide a 30-day unconditional cancellation period following the agreement date with a customer. The first day of the 30-day period is the day after the contract is entered into by the customer. The exercise of this right by the customer may occur through a verbal or written communication with the Supplier. The Supplier shall promptly submit a de-enrollment file to the Company after receiving notice that a customer has cancelled the contract. 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.

B. A customer has the right to terminate participation with a Supplier at any time if the initial contract period has ended. The exercise of this right by the customer may occur through a verbal or written communication with the Supplier. The Supplier shall promptly submit a de-enrollment file to the Company after receiving notice that a customer has cancelled the contract. 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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- C. A Supplier using face-to-face solicitation methods shall not represent itself as an employee or agent of the Company. A Supplier's sales representatives or agents 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.
- D. A Supplier must use a font size of at least 12 point for its contract with a customer.
- E. The following information must be included in the Supplier's contract with a customer:
- 1) The Suppliers name
  - 2) The Suppliers address
  - 3) The Supplier's toll-free telephone number
  - 4) Cancellation rights
  - 5) Any customer fees or penalties related to the contract
  - 6) The contract pricing provisions in unit rates the customer is typically billed for
  - 7) The terms regarding contract length
  - 8) Provision of a 30-day advance notice of any price change at the expiration of a fixed price contract or termination of a month-to-month contract
  - 9) In bold 14 point type above the place for the customer's signature, the statement: I acknowledge that I am the account holder, a person legally authorized to execute a contract on behalf of the account holder, or the spouse 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'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).
- F. A Supplier must allow the Staff of the Michigan Public Service Commission an opportunity to review and comment on its contract(s) at least five business days before the Supplier intends to use the contract(s) in the marketplace.
- G. A Supplier that does not comply with the requirements of the program will have its participation in the program suspended until the Company 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 Company determines do not meet all of the program requirements may result in the Supplier's termination from the program.
- H. A Supplier must send a confirmation letter to a customer within seven (7) days of the customer entering into an agreement with the Supplier. The confirmation letter must include any safety related messages required by the Company. The Company is not required to send letters to customers confirming a customer's choice of an alternative Supplier.

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### F3. SOLICITATION REQUIREMENTS

- A. 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:
- 1) An original signature
  - 2) Independent third party verification
  - 3) Voice recording
  - 4) An e-mail address if signed up through the Internet
  - 5) Another form of verification record approved by the Commission The Company or the Commission 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.
- B. Suppliers who are soliciting customers must:
- 1) Clearly identify the Supplier on whose behalf they are soliciting
  - 2) Not represent themselves as an employee or agent of the Company
  - 3) Affirmatively indicate if they are a marketing affiliate of the Company that the affiliate is a separate entity and is not regulated by the Michigan Public Service Commission
  - 4) Submit marketing materials to the Commission Staff for review at least five (5) business days prior to using the materials
- C. 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 Section F2.E. However, nonresidential customer contracts with a 12-month historical usage exceeding 200 Mcf (including contracts containing aggregated volumes exceeding 200 Mcf), as determined by the Supplier, do not need to include a 30 day cancellation provision as provided in subsection 9 of Section F2.E.

### G4. SUPPLIER REGISTRATION AND CODE OF CONDUCT

- A. A Supplier is required to register with the Michigan Public Service Commission and provide the following information prior to any solicitation:
- 1) The name of the Supplier's company/corporation or owner's name and type of organization
  - 2) The Supplier's mailing address
  - 3) The Supplier's principal place of business address
  - 4) The name and address of the registered agent in Michigan and a working phone number during normal business hours
  - 5) The Supplier's toll-free number available for customer inquiries and concerns
  - 6) Prices and associated terms and conditions for commodity sales to residential customers updated on a monthly basis
  - 7) Name, address and phone number of person designated to receive and respond to Commission requests

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- B. As a condition of registration as a Supplier, a Supplier must agree to abide by a code of conduct that provides:
- 1) The Supplier will issue accurate and understandable marketing materials. The Supplier will refrain from engaging in communications or practices that are fraudulent, deceptive or misleading. The Supplier 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. The Supplier will provide this documentation to the Commission, upon request. Marketing materials for residential customers must contain the average price per ccf, 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. If the Supplier does not offer a fixed price, the marketing materials must contain a clear explanation of the mechanism used to determine the price and an example of how the mechanism would be implemented over a relevant time period and for relevant usages. Marketing materials will clearly identify optional services.
  - 2) The Supplier will commit to truth in advertising. The Supplier will provide gas supply and related services at advertised terms and conditions.
  - 3) The Supplier will comply with all Company program rules and tariffs as they are contained in the Company's "Schedule of Rates Governing the Sale of Natural Gas Service".
  - 4) The Supplier will provide accurate and sufficient customer service information. The Supplier will advise customers of the marketer's 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 have regular hours during which customers can make inquiries and complaints.
  - 5) 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 will maintain verification records for 3 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.
  - 6) 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, 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. If the complaint cannot be resolved, the Supplier will refer the customer to the Company, or if appropriate, to the Commission. The Supplier will appoint at least one employee to be a contact person between the Supplier and the Commission. The Supplier will cooperate with the Commission in trying 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.
  - 7) The Supplier will retain pipeline capacity sufficient to meet its customer requirements.

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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 GCC 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:

A. Complainant will route all formal complaints in writing to:

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

- B. The Company will acknowledge the receipt of the formal written complaint, in writing, within five business days of receipt by the Company.
- C. 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.
- D. 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.
- E. 1) 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.
- 2) If the complainant is not satisfied with the Company's response, then the complainant may address the complaint to the Commission.

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## GAS CUSTOMER CHOICE 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 Rule F1. A customer will take service under this rate commencing with the customer's first full billing month following enrollment.

Service is available to all non-residential customers plus a maximum of 4,000 residential customers beginning with the May 2002 billing cycle; 5,000 residential customers beginning with the April 2003 billing cycle; and 6,000 residential customers beginning with the April 2004 billing cycle.

A 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 beginning April 1 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 60 days, without incurring 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 Rule C5.1, Rate Schedules, provisions of those sales rates and except as otherwise provided, must remain on the sales rate for 12 months.

### Minimum Term

Subject to the following provisions of this paragraph, a customer who has elected to take service under Rate CC shall not be permitted to change from Rate CC to another rate until at least 12 months have elapsed. A customer who has elected to take service under Rate CC may, however, switch Suppliers during the 12-month period. During the 12-month period, a customer may only change from Rate CC to another rate if:

- A. a residential customer exercises an unconditional right of cancellation pursuant to Section F with the initial Supplier selected by the customer,
- B. the customer establishes that the customer was enrolled by a Supplier without the customer's knowing consent,
- C. the Supplier's action forces the customer to the Company's sales service,
- D. the Supplier selected by the customer defaults under its Supplier Agreement, or
- E. 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, other authorized charges or surcharges, penalties and taxes. The authorized Supplier's Gas Commodity Charges will be billed as part of the Company's bill. Service is subject to all of the Company's "Schedule of Rates Governing the Sale of 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.

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A Rate CC customer's return to sales service is subject to Rule C2, Controlled Service.

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.

Gas Charges:

Balancing Charge

The customer shall pay a Balancing Charge of \$0.2500 per Dth delivered by the Company to the customer during the month. This charge is set by the M.P.S.C.

Capacity Demand Charge

The customer shall pay a Capacity Demand Charge of \$0.4668 per Dth delivered by the Company to the customer during the month. This charge is set by the M.P.S.C.

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.

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Minimum Charge

The minimum charge shall be the customer charge included in the rate.

Due Date and Late Payment Charge

The due date of a residential customer's bill shall be 17 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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<http://www.semcoenergygas.com/about/standardforms.html>

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