



September 1, 2020

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

Great Lakes Gas Transmission Company
700 Louisiana Street, Suite 1300
Houston, Texas 77002-2700

John A. Roscher
Director, Rates & Tariffs

tel 832.320.5675
email John_Roscher@TCEnergy.com
web www.gtgt.com/indexf.htm

Re: Great Lakes Gas Transmission Limited Partnership
Negotiated Rate Amendment
Docket No. RP20- -

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act (“NGA”) and Part 154 of the Federal Energy Regulatory Commission’s (“FERC” or “Commission”) regulations,¹ Great Lakes Gas Transmission Limited Partnership (“Great Lakes”) hereby tenders for filing and acceptance one (1) tariff record containing an amended Rate Schedule FT (“FT”) negotiated rate service agreement (“Amendment”) that Great Lakes has entered into with SEMCO Energy, Inc DBA SEMCO Energy Gas Company (“SEMCO”), which is included herein as Appendix A. Great Lakes requests that the Commission accept the tariff record, included herein as Appendix A,² to be effective September 1, 2020.

¹ 18 C.F.R. Part 154 (2020).

² *Electronic Tariff Filings*, 124 FERC ¶ 61,270 (2008) (“Order No. 714). Order No. 714 at P 42. Order No. 714 states that “Negotiated rate agreements...need not be divided, but can be filed as entire documents.” Great Lakes has elected to file the Amendment included herein as a whole document, in PDF format.

Correspondence

The names, titles, mailing addresses, and telephone numbers of those persons to whom correspondence and communications concerning this filing should be addressed are as follows:

John A. Roscher Director, Rates & Tariffs	* John P. Ryan Legal Counsel
* David A. Alonzo Manager, Tariffs	Great Lakes Gas Transmission Limited Partnership
Great Lakes Gas Transmission Limited Partnership	700 Louisiana Street, Suite 1300
700 Louisiana Street, Suite 1300	Houston, Texas 77002-2700
Houston, Texas 77002-2700	Tel. (832) 320-5879
Tel. (832) 320-5477	E-mail: john_ryan@tcenergy.com
E-mail: david_alonzo@tcenergy.com	

* Persons designated for official service pursuant to Rule 2010.

Statement of the Nature, Reasons and Basis for Filing

On March 5, 1999,³ and April 19, 1999, in Docket Nos. RP99-220-000, *et al.*, the Commission approved Section 5.1.4.4 of Rate Schedule FT of Great Lakes' Tariff ("Section 5.1.4.4"), which authorized Great Lakes to enter into negotiated rate agreements with its shippers.

In accordance with Section 5.1.4.4, Great Lakes is submitting for filing the referenced Amendment as more fully described below:

- Great Lakes is filing amended SEMCO Contract No. 20216 as a Rate Schedule FT negotiated rate service agreement because the parties have mutually agreed to modifications to the maximum daily quantities associated with Contract No. 20216. Amended Contract No. 20216 is included in Appendix A as tariff record 8.1.⁴

³ *Great Lakes Gas Transmission Limited Partnership*, 86 FERC ¶ 61,234 (1999).

⁴ Contract No. 20216 was originally filed with the Commission as a negotiated rate service agreement in Docket No. RP19-1048-000. *Great Lakes Gas Transmission Limited Partnership*, Docket No. RP19-1048-000 (April 22, 2019) (unpublished Director's Letter Order).

Great Lakes advises that no undisclosed agreements, etc., are linked to the Amendment.⁵ Furthermore, the Amendment included in the instant filing does not contain any provision that is either non-conforming or a material deviation from the applicable Form of Service Agreement in Great Lakes' Tariff.

To conform with Order No. 714, Great Lakes is submitting the Amendment in its entirety as tariff record 8.1, and requesting that the Commission accept the tariff record to be effective September 1, 2020.

Effective Date and Request for Waiver

Great Lakes respectfully requests that the Commission accept the Amendment, included as Appendix A, to be effective September 1, 2020, and respectfully requests waiver of Section 154.207 of the Commission's regulations to allow for this effective date.⁶

Other Filings Which May Affect This Proceeding

There are no other filings before the Commission that may significantly affect the changes proposed herein.

Contents of Filing

In accordance with Section 154.7 of the Commission's regulations and Order No. 714, Great Lakes is submitting the following XML filing package, which includes:

1. This transmittal letter;
2. A clean tariff record (Appendix A); and
3. A marked tariff record (Appendix B).

⁵ Great Lakes has elected to report the Amendment by filing it in accordance with Section 5.1.4.4. The Amendment provides all of the information required by Section 5.1.4.4, including: (1) the exact legal name of the Shipper; (2) the negotiated rate; (3) the applicable rate schedule; (4) the receipt and delivery points; and (5) the contract quantities.

⁶ See *Statement of Policy on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Services of Natural Gas Pipelines*, 74 FERC ¶ 61,176 at 61,241-242 (1996) (indicating that the Commission will "readily grant requests to waive the 30-day notice requirement").

Certificate of Service

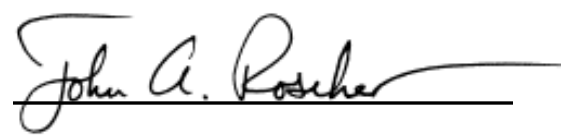
As required by Sections 154.7(b) and 154.208 of the Commission’s regulations, a copy of this filing is being served on all of Great Lakes’ existing customers and interested state regulatory agencies. A copy of this letter, together with any attachments, is available during regular business hours for public inspection at Great Lakes’ principal place of business.⁷

Pursuant to Section 385.2005, the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best of his knowledge and belief. The undersigned possesses full power and authority to sign such filing.

Any questions regarding this filing may be directed to David A. Alonzo at (832) 320-5477.

Respectfully submitted,

GREAT LAKES GAS TRANSMISSION LIMITED PARTNERSHIP
BY: GREAT LAKES GAS TRANSMISSION COMPANY, ITS OPERATOR

A handwritten signature in black ink that reads "John A. Roscher". The signature is written in a cursive style and is positioned above a solid horizontal line.

John A. Roscher
Director, Rates & Tariffs

Enclosures

⁷ Due to the Covid-19 pandemic, Great Lakes’ principal place of business is closed. When Great Lakes’ office reopens, the letter and attachments will be available during normal business hours at Great Lakes’ office in Houston, Texas.

Appendix A

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

Clean Tariff Records

Tariff Records

Section 8 - Negotiated Rate Agreements

<u>Tariff Record</u>	<u>Shipper</u>	<u>Rate Schedule</u>	<u>Agreement</u>	<u>Version</u>
8.1	SEMCO Energy, Inc. d/b/a SEMCO Energy Gas Company	FT	#20216	v.3.0.0

Transportation Service Agreement
Rate Schedule FT

SEMCO Energy, Inc. dba SEMCO Energy Gas Company
(#20216)

Agreement Effective Date: April 1, 2019
Amendment Effective Date: September 1, 2020

FORM OF TRANSPORTATION SERVICE AGREEMENT

This Transportation Service Agreement (Agreement) is entered into by Great Lakes Gas Transmission Limited Partnership (Transporter) and SEMCO Energy, Inc., dba SEMCO Energy Gas Company (Shipper).

WHEREAS, Shipper has requested Transporter to transport Gas on its behalf and Transporter represents that it is willing to transport Gas under the terms and conditions of this Agreement.

NOW, THEREFORE, Transporter and Shipper agree that the terms below constitute the transportation service to be provided and the rights and obligations of Shipper and Transporter.

1. EFFECTIVE DATE: September 01, 2020
2. CONTRACT IDENTIFICATION: 20216
3. RATE SCHEDULE: FT
4. SHIPPER TYPE: LDC/Distributor
5. STATE/PROVINCE OF INCORPORATION: Michigan
6. TERM: April 01, 2019 to October 31, 2021

Right of First Refusal:

Not Applicable to this Agreement.

7. EFFECT ON PREVIOUS CONTRACTS:
This Agreement supersedes, cancels and terminates, as of the effective date stated above, the following contract(s): Service Agreement dated September 21, 2018 with Contract Identification 20216.
8. MAXIMUM DAILY QUANTITY (Dth/Day):
Please see Appendix A for further detail.
9. RATES:
Unless Shipper and Transporter have agreed to a rate other than the maximum rate, rates shall be Transporter's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule (as stated above) on file with the Commission unless otherwise agreed to by the parties in writing. Provisions governing a Rate other than the maximum shall be set forth in this Paragraph 9.

Shipper and Transporter agree that for service under this Agreement from the point(s) of receipt listed on Appendix A to the point(s) of delivery listed on Appendix A, the Reservation Fee to be charged shall be fixed at \$6.087. In addition to the Reservation Charge, Shipper shall pay the utilization charge for volumes transported equal to the maximum Utilization Fee, plus the ACA charge as applicable in accordance with Great Lakes' Tariff.

10. POINTS OF RECEIPT AND DELIVERY:

The primary receipt and delivery points are set forth on Appendix A.

11. RELEASED CAPACITY: N/A

12. INCORPORATION OF TARIFF INTO AGREEMENT:

This Agreement shall incorporate and in all respects be subject to the "General Terms and Conditions" and the applicable Rate Schedule (as stated above) set forth in Transporter's FERC Gas Tariff, Third Revised Volume No. 1, as may be revised from time to time. Transporter may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or provisions set forth in the applicable Rate Schedule (as stated above) and the "General Terms and Conditions" in Transporter's FERC Gas Tariff, Third Revised Volume No. 1, and Transporter shall have the right to place such changes in effect in accordance with the NGA, and this Agreement shall be deemed to include such changes and any such changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

13. MISCELLANEOUS:

No waiver by either party to this Agreement of any one or more defaults by the other in the performance of this Agreement shall operate or be construed as a waiver of any continuing or future default(s), whether of a like or a different character.

Any controversy between the parties arising under this Agreement and not resolved by the parties shall be determined in accordance with the laws of the State of Michigan.

14. OTHER PROVISIONS (As necessary):

It is agreed that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any Partner, agent, management official or employee of the Transporter or any director, officer or employee of any of the foregoing, for any obligation of the Transporter arising under this Agreement or for any claim based on such obligation and that the sole recourse of Shipper under this Agreement is limited to assets of the Transporter.

Upon termination of this Agreement, Shipper's and Transporter's obligations to each other arising under this Agreement, prior to the date of termination, remain in effect and are not being terminated by any provision of this Agreement.

15. NOTICES AND COMMUNICATIONS:

All notices and communications with respect to this Agreement shall be in writing by mail, e-mail, or other means as agreed to by the parties, and sent to the addresses stated below or to any other such address(es) as may be designated in writing by mail, e-mail, or other means similarly agreed to:

ADMINISTRATIVE MATTERS:

Great Lakes Gas Transmission Limited Partnership
Commercial Operations
700 Louisiana Street, Suite 700
Houston, TX 77002-2700

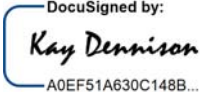
SEMCO Energy, Inc., dba SEMCO Energy Gas Company
1411 Third Street
Suite A
Port Huron, MI 48060

Attn: Walt Fitzgerald

AGREED TO BY:

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

SEMCO Energy, Inc., dba SEMCO Energy Gas Company

By: 
Title: Director, Trans. Acct. & Contract

By: *Mark A. Moses*
Title: *Vice President, CFO & Treasurer*

DS
DJ

DS
CW

APPENDIX A
CONTRACT IDENTIFICATION: 20216

Date: September 01, 2020
Supersedes Appendix Dated:

Shipper: SEMCO Energy, Inc., dba SEMCO Energy Gas Company

Maximum Daily Quantity (Dth/Day) per Location:

<u>Begin Date</u>	<u>End Date</u>	<u>Point(s) of Primary Receipt</u>	<u>Point(s) of Primary Delivery</u>	<u>MDQ</u>
4/1/2019	10/31/2019	DEWARD RECEIPT	ARNOLD ROAD	30,510
11/1/2019	3/31/2020	DEWARD RECEIPT	ARNOLD ROAD	0
4/1/2020	8/31/2020	DEWARD RECEIPT	ARNOLD ROAD	30,510
9/1/2020	10/31/2020	DEWARD RECEIPT	ARNOLD ROAD	118,295
11/1/2020	3/31/2021	DEWARD RECEIPT	ARNOLD ROAD	7,600
4/1/2021	10/31/2021	DEWARD RECEIPT	ARNOLD ROAD	61,020

Appendix B

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

Marked Tariff Records

- 1) SEMCO Energy, Inc. d/b/a SEMCO Energy Gas Company
Rate Schedule FT Service Agreement (#20216)

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Please see Appendix A for further detail.
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Upon termination of this Agreement, Shipper's and Transporter's obligations to each other arising under this Agreement, prior to the date of termination, remain in effect and are not being terminated by any provision of this Agreement.

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ADMINISTRATIVE MATTERS:

Great Lakes Gas Transmission Limited
Partnership
Commercial Operations
700 Louisiana Street, Suite 700
Houston, TX 77002-2700

SEMCO Energy, Inc., dba SEMCO
Energy Gas Company
1411 Third Street
Suite A
Port Huron, MI 48060

Attn: Walt Fitzgerald

AGREED TO BY:

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

SEMCO Energy, Inc., dba SEMCO

By:

By:

Title:

Title:

APPENDIX A
 CONTRACT IDENTIFICATION: 20216

Date: September 01, 2020
 Supersedes Appendix Dated:

Shipper: SEMCO Energy, Inc., dba SEMCO Energy Gas Company

Maximum Daily Quantity (Dth/Day) per Location:

<u>Begin Date</u>	<u>End Date</u>	<u>Point(s) of Primary Receipt</u>	<u>Point(s) of Primary Delivery</u>	<u>MDQ</u>
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11/1/2020	3/31/2021	DEWARD RECEIPT	ARNOLD ROAD	7,600 <u>0</u>
4/1/2021	10/31/2021	DEWARD RECEIPT	ARNOLD ROAD	30,510 <u>61,020</u>
11/1/2021	3/31/2022	DEWARD RECEIPT	ARNOLD ROAD	0
4/1/2022	10/31/2022	DEWARD RECEIPT	ARNOLD ROAD	30,510
11/1/2022	3/31/2023	DEWARD RECEIPT	ARNOLD ROAD	0
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