



AGREEMENT FOR INSTALLATION OF
ELECTRIC FACILITIES FOR MOBILE
HOME PARKS (REFUNDABLE)

PART I

Effective Date: _____ Notification Number: _____ (Drawing Attached, Exhibit A)

Company:

Customer:

CONSUMERS ENERGY COMPANY
a Michigan Corporation

(Name)

530 W. Willow St

(Street and Number)

Lansing, MI 48909-7662

(Address)

(City, State and Zip Code)

Attention: _____

Service Location: _____
(Name of Mobile Home Park)

Number of Lots: _____ Lot Numbers: _____

Other Facilities to be Served: _____

Township: _____ County: _____

Town _____ Range _____ Section _____

Voltage for Lots: 120/240 Volts Voltage for Other Facilities: _____

Winter Charge: \$3.00 Per Trench Foot Total Payment: \$ _____

Estimated Date for Completion of Line Extension: _____

(a) Part II, Terms and Conditions, and (b) Computation of Electric Distribution System Line Extension Deposit and Contribution (Residential) are attached hereto and are a part of this Agreement. CUSTOMER ACKNOWLEDGES HAVING READ SAID ATTACHMENTS.

CONSUMERS ENERGY COMPANY

(Customer)

By _____
(Signature)

By _____
(Signature)

(Print or Type Name)

(Print or Type Name)

(Date Signed)

(Date Signed)

Title _____

Title _____



**AGREEMENT FOR INSTALLATION OF
ELECTRIC FACILITIES FOR MOBILE
HOME PARKS (REFUNDABLE)**

**TERMS AND CONDITIONS
PART II**

1. The Company, subject to the provisions of this agreement, shall furnish, install, own and maintain an underground electric line extension consisting of primary and secondary cables, transformers, power terminals, primary service connections and associated equipment and any other underground line extension facilities which are required in connection therewith including secondary service connections, (herein collectively referred to as "line extension"), to make available alternating current, single phase, 60 hertz, electric service to Applicant's service location identified in Part I. The Applicant shall provide, own, install and maintain all meter pedestals which shall be of a design satisfactory to the Company and installed in mutually agreeable locations. The approximate location of the line extension and lots are shown on the drawing attached as Exhibit A. The character and location of all equipment constituting the line extension shall conform to specification prepared by the Company. Said line extension shall be used for furnishing the Company's electric service to the Applicant and to such other persons along such line extension, or beyond the same, as may become customers of the Company; provided, however, that such line extension shall remain a separate, distinct unit for purposes of this Agreement and any further extension therefrom shall have no effect upon this Agreement.
2. The Applicant shall pay to the Company, upon the execution hereof (unless otherwise provided in Section 12 hereof), the "Total Payment" as set forth in Part I and in the "Computation of Electric Distribution System Line Extension Deposit and Contribution (Residential)" attached, it being the Applicant's share of the cost, after deducting the allowance for the investment which the Company is warranted in making under its line extension policy. It is recognized that the cost to the Company of installing an underground line extension is substantially greater than the cost of installing an overhead line extension. Accordingly, said "Total Payment" includes a nonrefundable contribution as stated in said "Computation of Electric Distribution System Line Extension Deposit and Contribution (Residential)," computed in accordance with Rule C4.5 and Rule C6.2 of the Schedule of Rates Governing the Sale of Electric Service (Electric Rate Schedule) as now filed with the Michigan Public Service Commission. No portion of said contribution, nor of any other contribution required hereunder, shall be refunded (except as otherwise provided in Section 4, 5, 7 and 8 hereof) nor any interest paid thereon by the Company.
3. The Company will backfill and place excavated earth over any area of construction; the Customer is responsible for the final restoration of the construction area. In regard to any amount identified as "Line Extension Deposit Subject to Refund" in said "Computation of Electric Distribution System Line Extension Deposit and Contribution (Residential)," the Company will refund to the Applicant in accordance with the attached "Schedule of Refunds." No refund shall be made in excess of said refundable amount and said amount shall bear no interest. Any portion of said amount remaining unrefunded at the expiration of the fifth 12 months' period next succeeding the month during which the line extension is completed, shall be retained by the Company.
4. If the line extension or any portion thereof is to be installed between December 15 and April 15, the Applicant shall pay the Company, prior to installation of said extension or portion thereof, an additional nonrefundable contribution (winter charge) per trench foot as stated in Part I for the portion of said line extension installed during said period. The Applicant will receive a credit for any part of said winter charge paid by other utilities for joint use of the trench or paid by the Applicant for installation, by the Company, of gas pipe in the same trench. No portion of said line extension will be installed between December 15 and April 15, unless the Applicant has paid such additional contribution. Further, a nonrefundable contribution in addition to that provided for herein may be required where, in the Company's judgment, practical difficulties (not considered in determining the nonrefundable contribution included herein) such as water conditions or rock near the surface are encountered during construction. If the Customer does not make the additional contribution within 15 days after written notice of the amount of the additional contribution, the Company may, at its option, refund all payments made to it hereunder by the Applicant, without interest, and with reasonable expenses incurred by the Company on account of this Agreement deducted therefrom, and this Agreement shall thereupon terminate.
5. Prior to the installation of the line extension, and as a condition precedent thereto, the Applicant shall secure and deliver to the Company, at no expense to the Company, recordable easements, in form and substance satisfactory to the Company, granting all necessary rights of way for installation and maintenance of said line extension. If said easements are not secured and delivered to the Company within thirty (30) days after execution of this Agreement, the Company may, at its option, refund all payments made to it hereunder by the Applicant, without interest, and with reasonable expenses incurred by the Company on account of this Agreement deducted therefrom, and this Agreement shall thereupon terminate.



**AGREEMENT FOR INSTALLATION OF
ELECTRIC FACILITIES FOR MOBILE
HOME PARKS (REFUNDABLE)**

TERMS AND CONDITIONS (CONT.)

6. The Applicant shall provide, at no expense to the Company, rough grading (not more than three inches below finished grade) so that the underground facilities can be properly installed in relation to the finished grade level. Applicant shall maintain the average ground elevation within six feet of any cable, conduit, wire, conductor or other underground facility thereafter at a level not to exceed twelve inches above or three inches below the grade level established at the time of installation of said underground facilities. Further, Applicant shall maintain the ground surface elevation in an area four feet wide around any transformer pad, subsurface transformer, junction vault or other support at an elevation of not less than three inches and not more than six inches below the base of any transformer mounted on a pad or other support and not more than six inches below the top of any subsurface transformer or junction vault; provided, however, that changes in the ground surface elevation in excess of the limits herein prescribed may be permitted upon written consent of the Company.

7. Upon execution of this Agreement and compliance in full by the Applicant with all conditions to be performed by him as contained herein and in the Company's Electric Rate Schedule, the Company, subject to weather, labor disputes, availability of necessary materials, and any other cause beyond the reasonable control of the Company, shall construct such line extension so as to make electric service available to the customers to be served by such extension on or about the completion date stated in Part I. Notwithstanding the foregoing, if, in the sole judgment of the Company, it does not appear that all of the customers (or their equivalent) upon which the "Free Footage Allowances" and/or the "Company's Share of Cost" (as the case may be) is based, as stated in said "Computation of Line Extension Deposit and Contribution (Residential)," will in fact require and be prepared to receive electric service upon completion of such line extension, the Company may, upon notice thereof to the Customer, postpone construction of said extension until such time as, in the sole judgment of the Company, permanent customers requiring such quantity of electricity will require and be prepared to receive electric service. In the event of such postponement by the Company the Applicant may, upon notice thereof to the Company, cancel this Agreement at any time prior to the commencement of installation of said line extension by the Company. If prior to the end of any such postponement by the Company, the "Line Extension Deposit Subject to Refund" required for installation of such line extension increases or decreases due to changes in the estimated cost, the Company may, prior to construction of such line extension, require the Applicant to (1) execute an amendment to this Agreement reflecting said changes in cost and (2) pay such additional cost. If the Applicant fails to execute such amendment and pay such additional costs within thirty (30) days after presentation of such amendment to the Applicant, or if any such postponement of construction continues for more than twelve months, the Company may, upon notice thereof to the Applicant, cancel this Agreement. In the event of such cancellation either by the Applicant or by the Company as aforesaid, the Company shall refund all payments made to it hereunder by the Applicant, without interest.

8. If at any time more than sixty (60) days after the effective date of this Agreement and prior to commencement of installation of said line extension by the Company the "Line Extension Deposit Subject to Refund" and/or nonrefundable contribution(s) required for installation of such line extension increase or decrease due to changes in the Rate Schedule, the Applicant will be required, prior to installation of such line extension, to (1) execute an amendment to this Agreement reflecting said changes, and (2) pay any additional amounts required by the Company as a result of said changes. If the Applicant fails to execute such amendment and pay such additional amounts, if any, within thirty (30) days after presentation of such amendment to the Applicant the Company may, upon notice to the Applicant, cancel this Agreement. In the event of such cancellation by the Company as aforesaid, the Company shall refund all payments made to it hereunder by the Applicant, without interest.

9. The Applicant shall have no ownership in said line extension by reason of any payment made hereunder. This Agreement and the installation and operation of said line extension shall be subject to the Company's Electric Rate Schedule as may be applicable including Rule C6.1, "Overhead Extension Policy," and C6.2, "Underground Policy," copies of which will be furnished to the Applicant upon his request. This Agreement and the benefits and obligations thereof may be transferred by the Applicant only upon the Company's prior written consent. Any other attempted transfer by Applicant shall be void.

10. All notices hereunder shall be in writing and shall be sent by United States mail or delivered in person to the parties at their respective addresses as set forth in Part I. Either party may at any time change the addressee or address to which notices to it are to be mailed or delivered by giving notice of such change to the other party.



**AGREEMENT FOR INSTALLATION OF
ELECTRIC FACILITIES FOR MOBILE
HOME PARKS (REFUNDABLE)**

TERMS AND CONDITIONS (CONT.)

11. With respect to the subject matter hereof, this Agreement supersedes all previous representations, negotiations, understandings or agreements, either written or oral, between the parties hereto or their representatives, and constitutes the entire agreement of the parties.

12. This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the Parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither Party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

13. Additional Items
