



AGREEMENT FOR INSTALLATION OF ELECTRIC FACILITIES (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: _____

Township _____

County _____

Town _____

Range _____

Section _____

Service Characteristics: _____

Extension Type: _____

Total Payment: \$ _____

(a) Part II, Terms and Conditions for Line Extension and (b) Computation of Electric Distribution System Line Extension Deposit and Contribution (Residential/General Service) 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 (REFUNDABLE)**

**TERMS AND CONDITIONS
PART II**

1. The Company, subject to the provisions of this Agreement, shall furnish, install, own and maintain an electric line extension consisting of primary and secondary cables, transformers, power terminals, primary service connections and associated equipment and any other underground or overhead line extension facilities which are required in connection therewith, but not including secondary service connections, to make available alternating current, 60 hertz, electric service to Applicant's service location identified in Part I. If the line extension is to serve a residential subdivision, the Applicant shall record the plat of the subdivision in the office of the Register of Deeds in the County where the subdivision is located, if it is not already so recorded. The facilities included in the line extension and its approximate location, or in the case of a residential subdivision the location of the subdivision, are shown on the drawing attached as Exhibit A. If said line extension is to serve a residential subdivision, it shall be designed and installed so that the Company may serve streetlighting luminaries therefrom. The character and location of all streetlighting equipment, if installed by the Company, and all equipment constituting the line extension shall conform to specifications prepared by the Company. Streetlighting service is not covered by this Agreement and, if provided by the Company, shall be the subject of separate agreement between the Company and the governmental body requesting such service. The character and location of all equipment constituting the line extension shall conform to specifications prepared by the Company. Said line extension system 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. Further, secondary service connections between such line extension and any buildings or other facilities to be served therefrom are not covered by this Agreement and shall be the subject of separate agreements between the Company and parties requesting such service connections.

2. The Applicant shall pay to the Company, upon the execution hereof, the "Total Payment" as set forth in Part I and in the "Computation of Electric Distribution System Line Extension Deposit and Contribution" attached, after deducting the allowance for the investment under the Company's line extension policy. If an underground line extension is included under this Agreement, said "Total Payment" may include a nonrefundable contribution as stated in said "Computation of Electric Distribution System Line Extension Deposit and Contribution," computed in accordance with Rule C6.2 of the General Rules and Regulations included in the Company's Schedule of Rates Governing the Sale of Electric Service (Rate Schedule) as filed with the Michigan Public Service Commission. No portion of a nonrefundable contribution, nor of any other nonrefundable 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," 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 underground electric 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 the "Computation of Electric Distribution System Line Extension Deposit and Contribution" 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.



**AGREEMENT FOR INSTALLATION
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TERMS AND CONDITIONS (CONT.)

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 line extension is to serve a residential subdivision, said easements shall include, but not by way of limitation, rights of way for streetlighting in the subdivision by means of underground facilities, notwithstanding that the Company does not undertake to provide streetlighting facilities and service as a part of this Agreement. 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.

6. For any underground facilities included in the line extension, 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. If said line extension is to serve a residential subdivision, after rough grading, the Applicant shall install and maintain, at no expense to the Company, permanent survey stakes indicating all property lines in the subdivision. 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 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. 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," 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.



**AGREEMENT FOR INSTALLATION
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TERMS AND CONDITIONS (CONT.)

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 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 require 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.

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
