



CONTRACT FOR ELECTRIC SERVICE GI PROVISION ATTACHMENT

AMENDMENT NO. _____

	APPLICABLE PROVISIONS
Attachment to Contract for Electric Service	<input type="checkbox"/> GI _____ Interruptible kW
Effective Date of Amendment (Month/Day/Year)	
Customer Name	
Service Location	
Customer Account Number	

Initial Term: _____ months beginning with the Effective Date of Agreement stated.

The Company agrees to supply and the Customer agrees to purchase electric energy in accordance with the Contract For Electric Service between Company and Customer dated _____ and the applicable Company's General Service Rate provision identified above, a copy of which is attached hereto and made a part hereof, and in accordance with such amendments thereto as may be filed with and approved by the Michigan Public Service Commission during the term of this Agreement.

General Interruptible Provision (GI): This Agreement will become effective on the date identified above and will extend for an initial term through May 31, _____. During this period the Customer must remain on the GPD rate. The Customer must notify and contract with the Company by December 31st of each year of their desire to renew the GI provision and the amount of interruptible kW for the following capacity planning year (June 1 through May 31). Customer participation under the GI Provision shall be based on the limitations, terms and eligibility as described in the Company's Electric Rate Book as approved by the Michigan Public Service Commission. Notice of renewal of participation in the GI Provision by the Customer to the Company shall be made in writing and mailed using the United States Post Office first-class mail. Customer's notice to renew this Agreement should be sent to Consumers Energy Company, Attention: Business Center Operations, 4000 Clay Avenue SW, Grand Rapids, MI 49548-3017.

The Customer's interruptible load shall be defined as the interruptible capacity identified above in this Agreement. Any load designated as interruptible by the Customer is subject to Midcontinent Independent System Operator's Inc. ("MISO") requirements for Load Modifying Resources and Company shall inform Customer of such MISO requirements. Interruption under this Provision may occur if MISO issues a Maximum Generation Emergency Event Step 2b order or NERC Emergency Event Alert 2 notice indicating that MISO is experiencing or expects to experience a shortage of economic resources and the Company has declared Emergency Status. Participation in the GI Provision does not limit the Company's ability to implement emergency electrical procedures as described in the Company's Electric Rate Book including interruption of service as required to maintain system integrity.

With Customer approval, the Company may equip Customer facility with the System, which includes site devices owned by the Company that can enable direct load management, power metering, data collection, near real-time data communication, and internet-based monitoring. There shall be no cost to the Customer associated with the System equipment or installation of the System equipment. The Company reserves the right to remove the System equipment if customer elects to switch from the GPD rate to another primary rate.

Notification: The Company shall provide Customer at least thirty (30) minutes advance notice of a required interruption in their electric service and, if possible, a second notice. The notice will be communicated by telephone to all numbers provided by the Customer as listed below. The Customer shall be informed, when possible, of the estimated duration of the interruption at the time of the notice. Customer shall confirm the receipt of such notice through the automated response process. Failure to acknowledge receipt of such notice shall not relieve the customer of the obligation for interruption under the GI Provision.

Name/Contact Number

1. _____
2. _____
3. _____
4. _____
5. _____

Subsequent Verification of System Integrity Interruption Order: The Company shall verify the amount of load disconnected or isolated from its electrical distribution system using MISO’s approved measurement and verification (“M&V”) protocols. Under these protocols, the consumption baseline is a profile of hourly demand based on an averaged sample of historical data. MISO’s default M&V method is the 10-day prior baseline, which gives an accurate representation of the customer’s baseload energy use and is the most commonly used method as is detailed below.

Calculated Baseline Demand Method: For interruptions called on normal business days (non-holidays Monday through Friday) the Company will aggregate the Customer’s accounts on the GI provision and calculate an average hourly demand profile based on the demands created during the ten (10) non interruption business days immediately preceding an interruption notification, excluding Saturday, Sunday and holidays as recognized in the Company’s Electric Rate Book, (“Normal Baseline Demand”). For interruptions called on weekends or holidays as recognized in the Company’s Electric Rate Book, the Company will aggregate the Customer’s accounts on the GI provision and calculate an average hourly demand profile based on the demands created on the average of the four (4) most recent weekend days or holidays that are not “interruption” (“Weekend/Holiday Baseline Demand”). “Original Baseline Demand” means the Normal Baseline Demand or the Weekend/Holiday Baseline Demand, as applicable. The Company will calculate the difference between Original Baseline Demand and the aggregated demand created for each complete hourly interval during an interruption (“Interruption Demand”) (i.e. Original Baseline Demand minus Interruption Demand).

An adjustment will be made to the Original Baseline Demand determined by the M&V Method of plus or minus 20% based on the ratio of (a) the sum of hourly demands for the three (3) hours beginning four (4) hours prior to the beginning of the interruption event and (b) the sum of those same three (3) hourly unadjusted consumption baseline demands, as illustrated in Attachment A (“Adjusted Baseline Demand”). No adjustment to the Original Baseline Demand will be made for any demands for events beginning prior to 6:00 a.m. Eastern Standard Time. Upon mutual agreement between Company and Customer this day-of adjustment to the baseline can be waived. The Company shall determine that the Customer complied with the interruption order if the resultant of the Adjusted Baseline Demand, or the Original Baseline Demand if no adjustment has been made to the Original Baseline Demand, minus the Interruption Demand is greater than or equal to the contracted interruptible load or if the Customer’s demand was Zero (0) kW for the duration for the interruption.

Cost of Customer Non Interruption: Failure of the Customer to comply with a system integrity interruption order of the Company shall be considered unauthorized use and billed at (i) the higher of the actual damages incurred by the Company or (ii) the rate of \$25.00 per kW for the highest 15-minute kW of Interruptible On-Peak Billing demand created during the interruption period, in addition to the prescribed monthly rate. The Interruptible On-Peak Billing demand is defined as the highest measured 15-minute interval of contracted interruptible load that is consumed by the customer during the interruptible period. Actual damages include (i) cost of energy provided to Customer during interruption period, and (ii) cost or value of capacity required to be provided to MISO resulting from participant’s failure to perform. In addition, the interruptible contract capacity of a Customer who does not interrupt within one hour following notice shall be immediately reduced by the amount by which the Customer failed to interrupt, unless the Customer demonstrates that failure to interrupt was beyond its control.

At the Company's discretion, the customer may reduce the contracted amount one time within the annual contracted period.

CONSUMERS ENERGY COMPANY

(Customer)

By: _____
(Signature)

By: _____
(Signature)

(Print or Type Name)

(Print or Type Name)

Title: _____

Title: _____

Date: _____

Date: _____

CONTRACT FOR ELECTRIC SERVICE – INTERRUPTIBLE PROVISION ATTACHMENT A

“Original Baseline Demand” calculation methodology – for interruptions called on normal business days, calculate an average hourly demand profile based on the demands created during the ten (10) non-interruption business days immediately preceding an interruption notification, excluding Saturday, Sunday and holidays as recognized in the Company’s Electric Rate Book (“Normal Baseline Demand”). For interruptions called on weekend or holidays, calculate an average hourly demand profile based on the demands created on the average of the four (4) most recent weekend days or holidays that are not “interruption” days (“Weekend/Holiday Baseline Demand”). “Original Baseline Demand” means the Normal Baseline Demand or the Weekend/Holiday Baseline Demand, as applicable.

“Day of Adjustment” calculation methodology - starts at the point of the interruption event and counts back four (4) hours. (For purposes of clarification – for the “Day of Adjustment” calculation **only** the baseline **is** calculated beginning from the start of the interruption event and moving backwards by four (4) hours). The “Original Baseline Demand” will be ADJUSTED up/down on the day of an event by the ratio of (a) the sum of hourly demands for the three (3) hours beginning four (4) hours prior to the interruption event and (b) the sum of those same three hours unadjusted consumption baseline demands. The resultant change to the Original Baseline Demand is limited to +/- 20% of the Original Baseline Demand, and is referred to as the “Adjusted Baseline Demand”.

GI Enactment Event examples:

*Prior 10 business day/24 hour baseline = 100 MW with a 20 MW Nomination amount (Use this information for all scenarios).

Scenario #1

4 hours prior “Day of Adjustment” = 70 MW average demand for the 3 hours.

What is the Adjusted Baseline Demand to reduce power against = (The 70 MW average demand during the 3 hour “Day of Adjustment” period represents a 30% decrease from the Original Baseline Demand, so the Original Baseline Demand will be reduced by only 20%, as per the “Baseline” calculation methodology). Adjusted Baseline Demand = 80 MW.

To FULLY comply during this event - Load reduction = 80 MW – 20 MW (Nomination) = Customer would need to reduce load to 60 MW to comply at 100%.

Scenario #2

4 hour prior “Day of Adjustment” = 110 MW average demand for the 3 hours.

What is the Adjusted Baseline Demand to reduce power against = (The 110 MW average demand during the 3 hour “Day of Adjustment” period represents a 10% increase from the Original Baseline Demand, so the Original Baseline Demand will be increased by 10%, as per the “Baseline” calculation methodology). Adjusted Baseline Demand = 110 MW.

To FULLY comply during this event - Load reduction = 110 MW – 20 MW (Nomination) = Customer would need to reduce load to 90 MW to comply at 100%.

Scenario #3

4 hour prior “Day of Adjustment” = 95 MW average demand for the 3 hours.

What is the Adjusted Baseline Demand to reduce power against = (The 95 MW average demand during the 3 hour “Day of Adjustment” period represents a 5% decrease from the Original Baseline Demand, so the Original Baseline Demand will be decreased by 5%, as per the “Baseline” calculation methodology). Adjusted Baseline Demand = 95 MW.

To FULLY comply during this event - Load reduction = 95 MW – 20 MW (Nomination) = Customer would need to reduce load to 75 MW to comply at 100%.

Scenario #4

4 hour prior “Day of Adjustment” = 125 MW average demand for the 3 hours.

What is the Adjusted Baseline Demand to reduce power against = (The 125 MW average demand during the 3 hour “Day of Adjustment” period represents a 25% increase from the Original Baseline Demand, so the Original Baseline Demand will be increased by only 20%, as per the “Baseline” calculation methodology.) Adjusted Baseline Demand = 120 MW.

To FULLY comply during this event - Load reduction = 120 MW – 20 MW (Nomination) = Customer would need to reduce load to 100 MW to comply at 100%.