CONSUMERS ENERGY COMPANY

RATE BOOK
FOR
NATURAL GAS SERVICE

These Standard Rules and Regulations and Rate Schedules contained herein have been adopted by the Company to govern its relations with customers and have been approved by the Michigan Public Service Commission as an integral part of its Rate Book for Natural Gas Service.

A copy of the Company's Rate Book for Natural Gas Service *is* available on Consumers Energy Company's website at the following website address, https://www.consumersenergy.com/-/media/CE/Documents/rates/gas-rate-book.ashx.

Territory

This Rate Book for Natural Gas Service applies to the entire territory served with Natural Gas by the Company.

THIS RATE BOOK SUPERSEDES AND CANCELS RATE BOOK

M.P.S.C. No. 2 - Gas

INDEX
SECTION A

	Sheet No.
Title Page	A-1.00
Index	A-2.00
Table of Contents - Checklist	A-7.00
Gas Service or Franchise Area	A-11.00
Territory Served	A-12.00
Technical Terms and Abbreviations	A-24.00
Supplemental Utility Service Charges	A-26.00

SECTION B
ADMINISTRATIVE RULES INDEX

https://www.michigan.gov/mpsc/0,9535,7-395-93309_93437_93467---,00.html

B1. Technical Standards for Gas Service (R 460.2301 - R 460.2384) (For All Customers) B-1.00
https://ars.apps.lara.state.mi.us/AdminCode/DownloadAdminCodeFile?FileName=R%20460.2301%20to%20R%20460.2384.pdf

B2. Consumer Standards and Billing Practices for Electric and Natural Gas Service (R 460.101 - R 460.169) B-3.00
https://ars.apps.lara.state.mi.us/AdminCode/DownloadAdminCodeFile?FileName=R%20460.101%20to%20R%20460.169.pdf

B3. Uncollectibles Allowance Recovery Fund (R 460.2601 - R 460.2625) (Residential Customers) - Rescinded B-6.00
https://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/108_09_AdminCode.pdf

B4. Billing Practices Applicable to Non-Residential Electric and Gas Customers
(R 460.1601 - R 460.1640) (Including Multifamily Dwelling Service Rate A-1 Customers) - Rescinded B-6.00
http://www.michigan.gov/documents/mpsc/New_Billing_Practices_Applicable_to_Non-residential_Electric_and_Gas_Customers_608318_7.pdf

B5. Code of Conduct (R 460.10101 – R 460.10113) B-6.00
https://ars.apps.lara.state.mi.us/AdminCode/DownloadAdminCodeFile?FileName=R%20460.10101%20to%20R%20460.10113.pdf

B6. Practice and Procedure Before the Commission (R 460.17101 - R 460.17701) B-7.00
http://w3.lara.state.mi.us/GSA_Indexed/ORR/108_15_AdminCode.pdf

B7. Filing Procedures for Electric, Water, Steam and Gas Utilities (R 460.2011 - R 460.2031) B-7.00
https://ars.apps.lara.state.mi.us/AdminCode/DownloadAdminCodeFile?FileName=832_10798_AdminCode.pdf

B8. Residential Conservation Program Standards (R 460.2401 - R 460.2414) - Rescinded B-7.00
http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/835_10801_AdminCode.pdf

B9. Preservation of Records of Electric, Gas and Water Utilities (R 460.2501 - R 460.2582) B-7.00
https://ars.apps.lara.state.mi.us/AdminCode/DownloadAdminCodeFile?FileName=1825_2018-042LR_AdminCode.pdf

B10. Michigan Gas Safety Standards (R 460.20101 - R 460.20606) B-7.00
https://ars.apps.lara.state.mi.us/AdminCode/DownloadAdminCodeFile?FileName=R%20460.20101%20to%20R%20460.20606.pdf

B11. Production and Transmission of Natural Gas (R 460.851 - R 460.875) B-7.00
https://ars.apps.lara.state.mi.us/AdminCode/DownloadAdminCodeFile?FileName=828_10794_AdminCode.pdf

B12. Uniform System of Accounts for Major and Nonmajor Gas Utilities (R 460.9021, R 460.9039) B-7.00
https://ars.apps.lara.state.mi.us/AdminCode/DownloadAdminCodeFile?FileName=841_10807_AdminCode.pdf

B13. Rate Case Filing Requirements for Major Gas Utilities B-7.00
https://www.michigan.gov/documents/mpsc/U-10039_01-17-1992_594855_7.PDF

(Continued on Sheet No. A-3.00)

INDEX

(Continued From Sheet No. A-2.00)

			Sheet No.
	SECTION C		
	COMPANY RULES AND REGULATIONS		
Part I -	**Applicable to All Customers**		
C1.	CHARACTERISTICS OF SERVICE		
	C1.1	Character of Service	C-1.00
	C1.2	Hours of Service	C-1.00
	C1.3	Use of Service	C-2.00
	C1.4	Unusual Facility Requirements	C-3.00
	C1.5	Invalidity of Oral Agreements or Representations	C-3.00
	C1.6	Transfers of Gas	C-3.00
	C1.7	General Provisions of Service	C-4.00
C2.	CONTROLLED SERVICE		C-4.00
C3.	CURTAILMENT OF GAS SERVICE		C-7.00
C4.	APPLICATION OF RATES		
	C4.1	Classes of Service	C-19.00
	C4.2	Choice of Rates	C-19.00
	C4.3	Application of Residential Usage and Non-Residential Usage	C-19.00
	C4.4	Resale	C-21.00
	C4.5	Mobile Home Park - Individually Served	C-21.00
	C4.6	Centrally Metered Installation	C-22.00
	C4.7	Aggregation of Accounts	C-23.00
C5.	CUSTOMER RESPONSIBILITIES		
	C5.1	Access to Customer's Premises	C-24.00
	C5.2	Bills and Payments	C-24.00
	C5.3	Restoration of Service	C-27.00
	C5.4	Shutoff Protection Plan for Residential Customers	C-28.00
	C5.5	Customer-Selected Due Date Program	C-30.00
	C5.6	Non-Transmitting Gas Meter – Automated Meter Reading (AMR) Provision	C-31.00
	C5.7	*Extreme Weather Conditions Policy*	*C-31.00*
C6.	METERING AND METERING EQUIPMENT		C-*32.00*
C7.	GAS COST RECOVERY CLAUSE AND STANDARD REFUND PROCEDURES		
	C7.1	Gas Cost Recovery Clause	C-32.00
	C7.2	Standard Refund Procedures for Gas Cost Recovery and Other Supplier Refunds	C-33.00
C8.	CUSTOMER ATTACHMENT PROGRAM		C-37.00
Part II -	**Energy Efficiency, Applicable to All Customers**		
C9.	ENERGY EFFICIENCY		
	C9.1	Energy Efficiency Program	C-65.00
Part III -	**Applicable to Non-Residential Customers and Multifamily Dwelling Service Rate A-1 Customers**		
C10.	CUSTOMER DEPOSITS		C-66.00
C11.	SHUTOFF OF SERVICE		C-66.00
Part IV -	**Applicable to All Customers**		
C17.	CUSTOMER DATA PRIVACY		
	C17.1	Definitions	C-67.00
	C17.2	Collection and Use of Data and Information	C-68.00
	C17.3	Disclosure without Informed Customer Consent	C-68.00
	C17.4	Disclosure to Contractors	C-69.00
	C17.5	Customer Access to Data	C-69.00
	C17.6	Customer Notice of Privacy Policies	C-70.00
	C17.7	Limitation of Liability	C-70.00
C18.	MI CLEAN AIR PROGRAM		C-71.00
	C18A.	Carbon Offset Program	C-71.00
	C18B.	Renewable Natural Gas Program	C-74.00

(Continued on Sheet No. A-4.00)

INDEX

(Continued From Sheet No. A-3.00)

	Sheet No.
SECTION D **RATE SCHEDULES**	
GENERAL TERMS AND CONDITIONS OF THE RATE SCHEDULES	D-1.00
SURCHARGES	D-2.00
GAS COST RECOVERY FACTORS	D-5.00
MONTHLY GAS COST RECOVERY (GCR) FACTOR CEILING PRICE ADJUSTMENT (CONTINGENCY) MECHANISM	D-6.00
RATE CATEGORIES	D-8.00
RESIDENTIAL SERVICE RATE A	D-10.00
MULTIFAMILY DWELLING SERVICE RATE A-1	D-12.00
GENERAL SERVICE RATE GS-1, GS-2 AND GS-3	D-13.00
GENERAL SERVICE OUTDOOR LIGHTING RATE GL	D-14.00

(Continued on Sheet No. A-5.00)

INDEX

(Continued From Sheet No. A-4.00)

SECTION E
TRANSPORTATION SERVICE

			Sheet No.
E1.	GENERAL PROVISIONS AND DEFINITIONS		
	E1.1	Definitions	E-1.00
	E1.2	Application of Rules	E-2.00
	E1.3	Possession of Gas	E-2.10
E2.	RECORDS, ACCOUNTING AND CONTROL		
	E2.1	Transmittal of Notices, Bills and Payments	E-2.10
	E2.2	Nominations, Accounting and Control	E-3.00
	E2.3	Customer Data	E-3.00
E3.	GAS QUALITY		
	E3.1	Quality	E-3.00
	E3.2	Heating Value	E-4.00
E4.	SERVICE REQUIREMENTS		
	E4.1	Quantities	E-4.00
	E4.2	Delivery Pressure	E-5.00
	E4.3	Shutoff of Service	E-5.00
	E4.4	Notice of Operational Flow Order (OFO)	E-5.00
E5.	BILLING		E-5.10
E6.	AUTHORIZED GAS USAGE CHARGE		E-5.10
E7.	UNAUTHORIZED GAS USAGE CHARGE		E-5.10
E8.	TRANSPORTATION RATE RESTORATION CHARGE		E-5.10
E9.	TRANSPORTATION STANDARDS OF CONDUCT		E-6.00
E10.	TRANSPORTATION STANDARDS OF CONDUCT COMPLAINT PROCEDURES		E-7.00
	TRANSPORTATION SERVICE RATE (Rates ST, LT, XLT and XXLT)		E-8.00
	CONTRACT STORAGE SERVICE RATE CS		E-12.00
	TRANSMISSION ONLY TRANSPORTATION SERVICE RATE TOT		*E-13.00*

(Continued on Sheet No. A-6.00)

INDEX

(Continued From Sheet No. A-5.00)

SECTION F
GAS CUSTOMER CHOICE PROGRAM

		Sheet No.
F1.	GENERAL PROVISIONS	F-1.00
F2.	CUSTOMER PROTECTIONS	F-4.00
F3.	SOLICITATION REQUIREMENTS	F-7.00
F4.	SUPPLIER LICENSING AND CODE OF CONDUCT	F-8.00
F5.	PROCEDURES FOR COMPLAINTS BETWEEN SUPPLIERS AND THE COMPANY	F-10.00
	GAS CUSTOMER CHOICE RATE CC	F-11.00

SECTION G
GROUP TRANSPORTATION SERVICE PROGRAM

G1.	GENERAL PROVISIONS AND DEFINITIONS		
	G1.1	Definitions	G-1.00
	G1.2	Application of Rules	G-3.00
	G1.3	Possession of Gas	G-3.00
G2.	RECORDS, ACCOUNTING AND CONTROL		
	G2.1	Transmittal of Notices, Bills and Payments	G-3.00
	G2.2	Nomination, Accounting and Control	G-3.00
G3.	GAS QUALITY		
	G3.1	Quality	G-4.00
G4.	SERVICE REQUIREMENTS		
	G4.1	Quantities	G-5.00
	G4.2	Delivery Pressure	G-6.00
	G4.3	Shutoff of Service	G-6.00
G5.	BILLING		G-6.00
G6.	UNAUTHORIZED GAS USAGE CHARGE		G-6.00
G7.	CUSTOMER PARTICIPATION IN A GROUP		G-6.00
G8.	DEPOSIT REQUIREMENTS		G-7.00
G9.	GROUP ADMINISTRATOR CONTRACT TERMINATION		G-7.00
G10.	GROUP TRANSPORTATION SERVICE PROGRAM STANDARDS OF CONDUCT		G-8.00
G11.	GROUP TRANSPORTATION SERVICE PROGRAM STANDARDS OF CONDUCT COMPLAINT PROCEDURES		G-9.00
	GROUP TRANSPORTATION SERVICE PROGRAM RATE		G-10.00

SECTION H
STANDARD CUSTOMER FORMS INDEX

STANDARD FORMS	H-1.00

TABLE OF CONTENTS - CHECKLIST

Sheet No.	Sheet Effective Date
First Revied Sheet No. A-1.00	April 17, 2026
Second Revised Sheet No. A-2.00	September 11, 2020
Third Revised Sheet No. A-3.00	September 2, 2026
First Revised Sheet No. A-4.00	July 1, 2026
Third Revised Sheet No. A-5.00	August 16, 2024
First Revised Sheet No. A-6.00	October 30, 2025
Sixty-Ninth Revised Sheet No. A-7.00	*September 4, 2026*
Fifteenth Revised Sheet No. A-8.00	*September 4, 2026*
Forty-Seventh Revised Sheet No. A-9.00	*September 4, 2026*
Tenth Revised Sheet No. A-10.00	July 1, 2026
Fifth Revised Sheet No. A-11.00	July 14, 2026
Original Sheet No. A-12.00	December 13, 2019
Original Sheet No. A-13.00	December 13, 2019
Original Sheet No. A-14.00	December 13, 2019
Original Sheet No. A-15.00	December 13, 2019
Original Sheet No. A-16.00	December 13, 2019
Original Sheet No. A-17.00	December 13, 2019
Original Sheet No. A-18.00	December 13, 2019
Original Sheet No. A-19.00	December 13, 2019
Original Sheet No. A-20.00	December 13, 2019
Original Sheet No. A-21.00	December 13, 2019
Original Sheet No. A-22.00	December 13, 2019
Original Sheet No. A-23.00	December 13, 2019
Original Sheet No. A-24.00	November 15, 2019
Original Sheet No. A-25.00	November 15, 2019
Tenth Revised Sheet No. A-26.00	March 1, 2026
Seventh Revised Sheet No. B-1.00	May 1, 2026
Fifth Revised Sheet No. B-2.00	March 20, 2021
Fourth Revised Sheet No. B-3.00	April 10, 2023
Third Revised Sheet No. B-4.00	September 11, 2020
Third Revised Sheet No. B-5.00	September 11, 2020
Third Revised Sheet No. B-6.00	September 11, 2020
Second Revised Sheet No. B-7.00	September 11, 2020
Original Sheet No. C-1.00	November 15, 2019
Original Sheet No. C-2.00	November 15, 2019
Original Sheet No. C-3.00	November 15, 2019
Original Sheet No. C-4.00	November 15, 2019
Original Sheet No. C-5.00	November 15, 2019
Original Sheet No. C-6.00	November 15, 2019
First Revised Sheet No. C-7.00	November 5, 2021
Second Revised Sheet No. C-8.00	October 1, 2022
First Revised Sheet No. C-9.00	November 5, 2021
First Revised Sheet No. C-10.00	November 5, 2021

(Continued on Sheet No. A-8.00)

TABLE OF CONTENTS - CHECKLIST

(Continued From Sheet No. A-7.00)

Sheet No.	Sheet Effective Date
Second Revised Sheet No. C-11.00	October 1, 2022
First Revised Sheet No. C-12.00	November 5, 2021
First Revised Sheet No. C-13.00	November 5, 2021
First Revised Sheet No. C-14.00	November 5, 2021
First Revised Sheet No. C-15.00	November 5, 2021
First Revised Sheet No. C-16.00	November 5, 2021
Second Revised Sheet No. C-17.00	November 5, 2021
First Revised Sheet No. C-18.00	November 5, 2021
Original Sheet No. C-19.00	November 15, 2019
Original Sheet No. C-20.00	November 15, 2019
Original Sheet No. C-21.00	November 15, 2019
Original Sheet No. C-22.00	November 15, 2019
First Revised Sheet No. C-23.00	July 1, 2026
First Revised Sheet No. C-24.00	October 1, 2022
Original Sheet No. C-25.00	November 15, 2019
First Revised Sheet No. C-26.00	April 10, 2023
First Revised Sheet No. C-27.00	April 10, 2023
First Revised Sheet No. C-28.00	November 15, 2019
Original Sheet No. C-29.00	November 15, 2019
Original Sheet No. C-30.00	November 15, 2019
Second Revised Sheet No. C-31.00	August 29, 2018
First Revised Sheet No. C-32.00	August 29, 2018
Second Revised Sheet No. C-33.00	August 29, 2018
Original Sheet No. C-34.00	November 15, 2019
Original Sheet No. C-35.00	November 15, 2019
Original Sheet No. C-36.00	November 15, 2019
First Revised Sheet No. C-37.00	November 1, 2025
First Revised Sheet No. C-38.00	October 1, 2022
Original Sheet No. C-39.00	November 15, 2019
Fifth Revised Sheet No. C-40.00	November 1, 2025
Fourth Revised Sheet No. C-41.00	*September 4, 2026*
Second Revised Sheet No. C-42.00	July 1, 2026
Second Revised Sheet No. C-43.00	July 1, 2026
Fifth Revised Sheet No. C-44.00	July 1, 2026
Third Revised Sheet No. C-45.00	July 1, 2026
Fifth Revised Sheet No. C-46.00	*September 4, 2026*
Fourth Revised Sheet No. C-47.00	July 1, 2026
Fourth Revised Sheet No. C-48.00	*September 4, 2026*
Fourth Revised Sheet No. C-49.00	July 1, 2026
Third Revised Sheet No. C-50.00	July 1, 2026
Sixth Revised Sheet No. C-51.00	*September 4, 2026*

(Continued on Sheet No. A-9.00)

TABLE OF CONTENTS - CHECKLIST

(Continued From Sheet No. A-8.00)

Sheet No.	Sheet Effective Date
Fifth Revised Sheet No. C-52.00	*September 4, 2026*
Third Revised Sheet No. C-53.00	July 1, 2026
Third Revised Sheet No. C-54.00	July 1, 2026
Fourth Revised Sheet No. C-55.00	*September 4, 2026*
Sixth Revised Sheet No. C-56.00	*September 4, 2026*
Sixth Revised Sheet No. C-57.00	July 1, 2026
Third Revised Sheet No. C-58.00	July 1, 2026
Second Revised Sheet No. C-59.00	July 1, 2026
Second Revised Sheet No. C-60.00	*September 4, 2026*
Fifth Revised Sheet No. C-61.00	July 1, 2026
Fourth Revised Sheet No. C-62.00	July 1, 2026
First Revised Sheet No. C-63.00	July 1, 2026
Sixth Revised Sheet No. C-64.00	*September 4, 2026*
Original Sheet No. C-65.00	November 15, 2019
Original Sheet No. C-66.00	November 15, 2019
Original Sheet No. C-67.00	November 15, 2019
First Revised Sheet No. C-68.00	July 10, 2020
Original Sheet No. C-69.00	November 15, 2019
Original Sheet No. C-70.00	November 15, 2019
First Revised Sheet No. C-71.00	March 16, 2024
First Revised Sheet No. C-72.00	March 16, 2024
First Revised Sheet No. C-73.00	March 16, 2024
Original Sheet No. C-74.00	March 16, 2024
Original Sheet No. C-75.00	March 16, 2024
Original Sheet No. C-76.00	March 16, 2024
Original Sheet No. D-1.00	November 15, 2019
Twentieth Revised Sheet No. D-2.00	July 1, 2026
Eleventh Revised Sheet No. D-2.10	July 1, 2026
Third Revised Sheet No. D-2.20	October 2023 Billing Month
Third Revised Sheet No. D-2.30	November 1, 2025
Sixth Revised Sheet No. D-3.00	September 2023 Billing Month
First Revised Sheet No. D-4.00	January 2020 Billing Month
Sheet No. D-5.00	See Effective Date on Sheet No. D-5.00
Eighth Revised Sheet No. D-6.00	April 2026 – March 2027 Billing Month
Ninth Revised Sheet No. D-7.00	April 2026 – March 2027 Billing Month
First Revised Sheet No. D-8.00	October 1, 2022
Third Revised Sheet No. D-9.00	July 1, 2026
Fifth Revised Sheet No. D-10.00	November 1, 2025
Fifth Revised Sheet No. D-11.00	November 1, 2025
Fifth Revised Sheet No. D-12.00	November 1, 2025
Fifth Revised Sheet No. D-13.00	November 1, 2025
Fifth Revised Sheet No. D-14.00	November 1, 2025

(Continued on Sheet No. A-10.00)

TABLE OF CONTENTS - CHECKLIST

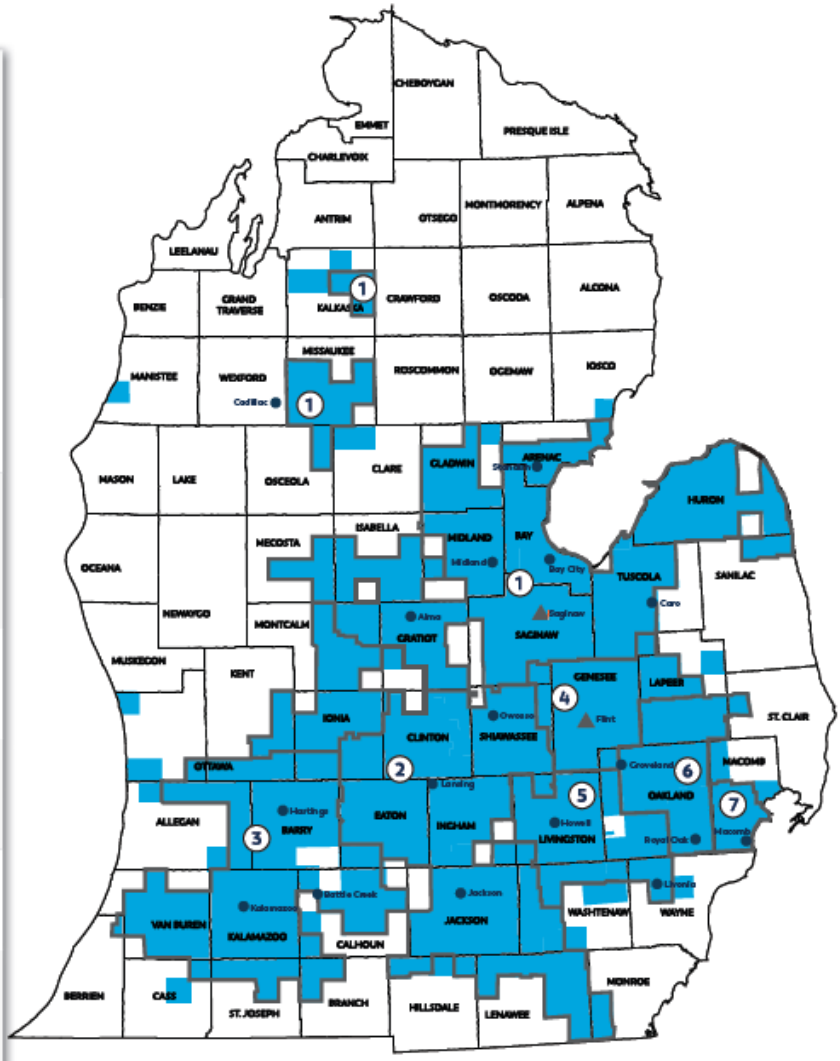
(Continued From Sheet No. A-9.00)

Sheet No.	Sheet Effective Date
First Revised Sheet No. E-1.00	October 1, 2020
First Revised Sheet No. E-2.00	November 5, 2021
Original Sheet No. E-2.10	November 5, 2021
Fourth Revised Sheet No. E-3.00	October 1, 2022
Fifth Revised Sheet No. E-4.00	November 1, 2025
First Revised Sheet No. E-5.00	November 5, 2021
Original Sheet No. E-5.10	November 5, 2021
First Revised Sheet No. E-6.00	November 5, 2021
Original Sheet No. E-7.00	November 15, 2019
Fifth Revised Sheet No. E-8.00	November 1, 2025
Second Revised Sheet No. E-9.00	October 1, 2024
Sixth Revised Sheet No. E-10.00	November 1, 2025
First Revised Sheet No. E-11.00	*July 1, 2026*
Original Sheet No. E-12.00	November 15, 2019
First Revised Sheet No. E-13.00	November 1, 2025
Original Sheet No. F-1.00	November 15, 2019
Original Sheet No. F-2.00	November 15, 2019
Original Sheet No. F-3.00	November 15, 2019
First Revised Sheet No. F-4.00	October 1, 2020
Original Sheet No. F-5.00	November 15, 2019
Original Sheet No. F-6.00	November 15, 2019
Original Sheet No. F-7.00	November 15, 2019
Original Sheet No. F-8.00	November 15, 2019
Original Sheet No. F-9.00	November 15, 2019
Original Sheet No. F-10.00	November 15, 2019
Original Sheet No. F-11.00	November 15, 2019
Original Sheet No. F-12.00	November 15, 2019
Third Revised Sheet No. G-1.00	November 1, 2025
First Revised Sheet No. G-2.00	November 1, 2025
First Revised Sheet No. G-3.00	November 1, 2025
First Revised Sheet No. G-4.00	October 1, 2022
Fourth Revised Sheet No. G-5.00	November 1, 2025
Third Revised Sheet No. G-6.00	November 1, 2025
First Revised Sheet No. G-7.00	*July 1, 2026*
Second Revised Sheet No. G-8.00	November 1, 2025
First Revised Sheet No. G-9.00	November 1, 2025
First Revised Sheet No. G-10.00	November 1, 2025
First Revised Sheet No. G-11.00	November 1, 2025
Original Sheet No. H-1.00	November 15, 2019

Gas Service or Franchise Area

Consumers Energy
Count on Us®

1. **BAY CENTRAL**
   Alma
   Bay City
   Cadillac
   Caro
   Midland
   ▲Saginaw
   Standish
2. **MIDSTATE**
   Jackson
   Lansing
   Owosso
3. **SOUTHWESTERN**
   Battle Creek
   Hastings
   Kalamazoo
4. **EASTERN**
   ▲Flint
5. **WEST METRO**
   Howell
6. **OAKLAND**
   Groveland
   Royal Oak
7. **MACOMB**
   Macomb



LEGEND
● Service Center
▲ Service Center with Direct Payment Office
(Excludes non-company authorized pay agents)

TERRITORY SERVED

County	Incorporated		Townships	
	Cities	Villages		
Allegan	Holland		Dorr Gun Plain Leighton Martin Otsego Overisel Salem Wayland	
Arenac	Au Gres Omer Standish	Sterling	Arenac Au Gres Deep River Lincoln Sims Standish Whitney	
Barry	Hastings	Freeport Middleville Nashville Woodland	Baltimore Barry Carlton Castleton Hastings Hope Irving	Maple Grove Orangeville Prairieville Rutland Thornapple Woodland Yankee Springs
Bay	Auburn Bay City Essexville Midland Pinconning		Bangor Beaver Frankenlust Fraser Garfield Hampton Kawkawlin	Merritt Monitor Mount Forest Pinconning Portsmouth Williams
Berrien			Watervliet	

(Continued on Sheet No. A-13.00)

TERRITORY SERVED

(Continued From Sheet No. A-12.00)

County	Incorporated Cities	Incorporated Villages	Townships	
Branch		Sherwood	Matteson Sherwood Union	
Calhoun	Marshall	Athens	Athens Bedford Convis Eckford Emmett Fredonia Lee Leroy Marengo Marshall	
Cass		Marcellus	Marcellus Penn	
Clare			Summerfield Winterfield	
Clinton	DeWitt Saint Johns	Eagle Elsie Fowler Hubbardston Ovid Westphalia	Bath Bengal Bingham Dallas DeWitt Duplain Eagle Greenbush	Lebanon Olive Ovid Riley Victor Watertown Westphalia
Eaton	Charlotte Eaton Rapids Grand Ledge Lansing Olivet Potterville	Bellevue Dimondale Mulliken Sunfield Vermontville	Bellevue Benton Carmel Chester Delta Eaton Eaton Rapids Hamlin	Kalamo Oneida Roxand Sunfield Vermontville Walton Windsor

(Continued on Sheet No. A-14.00)

TERRITORY SERVED

(Continued From Sheet No. A-13.00)

County	Incorporated		Townships
	Cities	Villages	
Genesee	Burton	Gaines	Argentine
	Clio	Goodrich	Atlas
	Davison	Lennon	Clayton
	Fenton	Otisville	Davison
	Flint	Otter Lake	Fenton
	Flushing		Flint
	Grand Blanc		Flushing
	Linden		Forest
	Montrose		Gaines
	Mount Morris		Genesee
	Swartz Creek		Grand Blanc
			Montrose
			Mount Morris
			Mundy
			Richfield
			Thetford
			Vienna
Gladwin	Beaverton		Beaverton
	Gladwin		Bentley
			Billings
			Bourret
			Buckeye
			Clement
			Gladwin
			Grout
			Hay
			Sage
			Secord
			Tobacco
Gratiot	Alma	Ashley	Arcada
	Ithaca	Breckenridge	Bethany
	Saint Louis		Elba
			Emerson
			New Haven
			Newark
			North Star
			Pine River
			Seville
			Sumner
			Washington
			Wheeler

(Continued on Sheet No. A-15.00)

TERRITORY SERVED

(Continued From Sheet No. A-14.00)

County	Incorporated Cities	Incorporated Villages	Townships	
Hillsdale			Litchfield Moscow Scipio Somerset	
Huron	Bad Axe Harbor Beach	Caseville Elkton Kinde Owendale Pigeon Port Austin Port Hope Sebewaing Ubly	Bingham Brookfield Caseville Colfax Dwight Fair Haven Gore Grant Hume Lake Lincoln McKinley Meade	Oliver Paris Point Aux Barques Port Austin Rubicon Sand Beach Sebewaing Sheridan Sherman Sigel Verona Winsor
Ingham	East Lansing Lansing Leslie Mason Williamston	Dansville Stockbridge Webberville	Alaiedon Aurelius Bunkerhill Delhi Ingham Lansing Leroy Leslie	Locke Meridian Onondaga Stockbridge Vevay Wheatfield Williamstown

(Continued on Sheet No. A-16.00)

TERRITORY SERVED

(Continued From Sheet No. A-15.00)

County	Incorporated Cities	Incorporated Villages	Townships	
Ionia	Ionia	Clarksville	Berlin	North Plains
	Portland	Hubbardston	Boston	Odessa
		Lake Odessa	Campbell	Orange
		Lyons	Danby	Orleans
		Muir	Easton	Otisco
		Pewamo	Ionia	Portland
		Saranac	Keene	Ronald
			Lyons	Sebewa
Iosco			Alabaster	
Isabella		Lake Isabella	Broomfield	
		Shepherd	Chippewa	
			Coe	
			Deerfield	
			Denver	
			Lincoln	
			Rolland	
			Sherman	
			Union	
Jackson	Jackson	Brooklyn	Blackman	Norvell
		Cement City	Columbia	Pulaski
		Grass Lake	Grass Lake	Rives
		Hanover	Hanover	Sandstone
		Parma	Henrietta	Spring Arbor
			Leoni	Summit
			Liberty	Tompkins
			Napoleon	Waterloo

(Continued on Sheet No. A-17.00)

TERRITORY SERVED

(Continued From Sheet No. A-16.00)

County	Incorporated Cities	Incorporated Villages	Townships	
Kalamazoo	Galesburg	Augusta	Alamo	Pavilion
	Kalamazoo	Climax	Brady	Prairie Ronde
	Parchment	Richland	Charleston	Richland
	Portage	Schoolcraft	Climax	Ross
		Vicksburg	Comstock	Schoolcraft
			Cooper	Texas
			Kalamazoo	Wakeshma
			Oshtemo	
Kalkaska			Bear Lake	
			Cold Springs	
			Excelsior	
			Kalkaska	
Kent	Lowell	Caledonia	Bowne	
			Byron	
			Caledonia	
			Cascade	
			Gaines	
			Grattan	
			Lowell	
			Vergennes	
Lapeer	Imlay City	Almont	Almont	Hadley
	Lapeer	Columbiaville	Arcadia	Imlay
		Dryden	Attica	Lapeer
		Metamora	Burnside	Marathon
		Otter Lake	Deerfield	Mayfield
			Dryden	Metamora
			Elba	Oregon

(Continued on Sheet No. A-18.00)

TERRITORY SERVED

(Continued From Sheet No. A-17.00)

County	Incorporated Cities	Incorporated Villages	Townships
Lenawee	Tecumseh	Addison	Blissfield
		Blissfield	Cambridge
		Britton	Clinton
		Cement City	Deerfield
		Clinton	Franklin
		Deerfield	Macon
		Onsted	Palmyra
			Raisin
			Ridgeway
			Riga
			Rollin
			Tecumseh
			Woodstock
Livingston	Brighton	Fowlerville	Brighton
	Howell	Pinckney	Cohoctah
			Conway
			Deerfield
			Genoa
			Green Oak
			Hamburg
			Handy
			Hartland
			Howell
			Iosco
			Marion
			Oceola
			Putnam
			Tyrone
			Unadilla

(Continued on Sheet No. A-19.00)

TERRITORY SERVED

(Continued From Sheet No. A-18.00)

County	Incorporated Cities	Incorporated Villages	Townships	
Macomb	Center Line Eastpointe Fraser Mount Clemens Roseville Saint Clair Shores Sterling Heights Utica Warren		Bruce Chesterfield Clinton Harrison Macomb Shelby Washington	
Manistee	Manistee			
Mecosta		Mecosta	Austin Millbrook Morton Sheridan Wheatland	
Midland	Coleman Midland	Sanford	Edenville Greendale Homer Hope Ingersoll Jerome Larkin	Lee Lincoln Midland Mills Mount Haley Warren
Missaukee	Lake City McBain		Aetna Butterfield Caldwell Clam Union Enterprise	Forest Lake Reeder Richland Riverside
Monroe			Summerfield Whiteford	

(Continued on Sheet No. A-20.00)

TERRITORY SERVED

(Continued From Sheet No. A-19.00)

County	Incorporated		Townships
	Cities	Villages	
Montcalm	Stanton	Edmore	Belvidere
		McBride	Bushnell
		Sheridan	Crystal
			Day
			Douglass
			Evergreen
			Fairplains
			Ferris
			Home
			Richland
			Sidney
Oakland	Auburn Hills	Beverly Hills	Addison
	Berkley	Bingham Farms	Bloomfield
	Birmingham	Clarkston	Brandon
	Bloomfield Hills	Franklin	Commerce
	Clawson	Holly	Groveland
	Farmington	Lake Orion	Highland
	Farmington Hills	Leonard	Holly
	Ferndale	Ortonville	Independence
	Hazel Park	Oxford	Lyon
	Huntington Woods	Wolverine Lake	Novi
	Keego Harbor		Oakland
	Lake Angelus		Orion
	Lathrup Village		Oxford
	Madison Heights		Rose
	Northville		Royal Oak
	Novi		Southfield
	Oak Park		Springfield
	Orchard Lake Village		Waterford
	Pleasant Ridge		West Bloomfield
	Pontiac		White Lake
	Rochester		
	Rochester Hills		
	Royal Oak		
	South Lyon		
'	Southfield		
	Sylvan Lake		
	Troy		
	Walled Lake		
	Wixom		
Osceola		Marion	Marion
			Middle Branch

(Continued on Sheet No. A-21.00)

TERRITORY SERVED

(Continued From Sheet No. A-20.00)

County	Incorporated Cities	Incorporated Villages	Townships	
Ottawa	Holland		Jamestown Spring Lake	
Saginaw	Frankenmuth Saginaw Zilwaukee	Birch Run Chesaning Merrill Oakley Saint Charles	Albee Birch Run Blumfield Brady Bridgeport Buena Vista Carrollton Chesaning Frankenmuth Fremont James Jonesfield Kochville	Maple Grove Richland Saginaw Saint Charles Spaulding Swan Creek Taymouth Thomas Tittabawassee Zilwaukee
Saint Clair		Capac	Mussey	
Saint Joseph		Mendon	Flowerfield Leonidas Mendon Nottawa Park	
Sanilac		Minden City	Delaware Minden	

(Continued on Sheet No. A-22.00)

TERRITORY SERVED

(Continued From Sheet No. A-21.00)

County	Incorporated Cities	Incorporated Villages	Townships
Shiawassee	Corunna Durand Laingsburg Owosso Perry	Bancroft Byron Lennon Morrice New Lothrop Ovid Vernon	Antrim Bennington Burns Caledonia Fairfield Hazelton Middlebury New Haven Owosso Perry Rush Sciota Shiawassee Venice Vernon Woodhull
Tuscola	Vassar	Akron Caro Fairgrove Gagetown Mayville Millington Reese Unionville	Akron Almer Arbela Columbia Denmark Ellington Elmwood Fairgrove Fremont Gilford Indianfields Juniata Millington Tuscola Vassar Watertown
Van Buren	Bangor Hartford	Breedsville Decatur Lawrence Lawton Mattawan Paw Paw	Almena Antwerp Arlington Bangor Columbia Decatur Hamilton Hartford Lawrence Paw Paw Porter Waverly

(Continued on Sheet No. A-23.00)

TERRITORY SERVED

(Continued From Sheet No. A-22.00)

County	Incorporated Cities	Incorporated Villages	Townships
Washtenaw		Manchester	Ann Arbor Bridgewater Dexter Freedom Lima Lyndon Manchester Northfield Salem Saline Sharon Superior Sylvan Webster
Wayne	Livonia Northville Plymouth Wayne Westland		Northville Plymouth

TECHNICAL TERMS AND ABBREVIATIONS
(FOR ALL CUSTOMERS)

I. The definitions of the following technical terms and abbreviations are applicable to the Company's Gas Rate Book and are not contained in the other Sections thereof.

A. For All Utilities

(1) "Commission" means the Michigan Public Service Commission.

(2) "Effective Date" means the date when the tariff sheet must be followed.

(3) "Issue Date" means the date the Company files a tariff sheet with the Commission.

(4) "Rate Book" means the complete set of Company filings submitted in accordance with the "Filing Procedures for Electric, Wastewater, Steam and Gas Utilities".

(5) "Rate Schedule" or "Rider" means the rate or charge for a particular classification of service, including all special terms and conditions under which that service is furnished at the prescribed rate or charge.

(6) "Rate Sheet" or "Tariff Sheet" means any of the documents filed in accordance with the "Filing Procedures for Electric, Wastewater, Steam and Gas Utilities".

(7) "Rules and Regulations" means the rules, regulations, practices, classifications, exceptions, and conditions that the Company must observe when providing service.

(8) "Standard Customer Forms Index" means a listing showing the number, title, and revision date for all standard forms, in any format (preprinted or electronically preformatted) that the Company uses to document contracts or other agreements that create or alter a customer's rights or responsibilities in dealings with the Company. Standard customer forms require a customer signature or are specifically referenced within the Rate Book for execution between the Company and customers.

B. Company

(1) Ccf - 100 cubic feet
(2) Company - Consumers Energy Company
(3) Dekatherm - 10 therms or 1,000,000 British thermal units
(4) Mcf - 1,000 cubic feet

II. Definitions of additional technical terms and abbreviations are contained in the following sections:

A. Section C - Part II - General Rules and Regulations (For All Customers)

(1) Rule C3.1 Curtailment of Gas Service – Definitions

(a) Blanket Certificate Customer
(b) Capacity Deficiency
(c) Capacity Restriction
(d) Commercial Gas Requirements
(e) Customers
(f) Deliveries
(g) End Use Customer
(h) Force Majeure
(i) Industrial Gas Requirements
(j) Requirements for Plant Protection
(k) Requirements for Services Essential for Public Health and Safety
(l) Residential Gas Requirements
(m) System Supply Customer

(Continued on Sheet No. A-25.00)

TECHNICAL TERMS AND ABBREVIATIONS
(FOR ALL CUSTOMERS)

(Continued From Sheet No. A-24.00)

II. Definitions of additional technical terms and abbreviations are contained in the following sections: (Contd)

A. Section C - Part II - General Rules and Regulations (For All Customers) (Contd)

(2) Rule C4.3 Application of Residential Usage and Non-Residential Usage
- (a) Household
- (b) Non-Residential Usage
- (c) Principal Residence Customer
- (d) Residential Usage

(3) Rule C4.5 Mobile Home Park - Individually Served
- (a) Mobile Home Park

(4) Rule C4.6 Centrally Metered Installation - A. Definition of a Centrally Metered Installation
- (a) Centrally Metered Installation

(5) Rule C5.2 Bills and Payments - J. Energy Theft, Stolen Meter and Switched Meter
- (a) Stolen Meter
- (b) Switched Meter

B. Section E - Gas Transportation Standards and Billing Practices – Definitions

(1) Account
(2) Allowance for Use and Loss
(3) Annual Contract Quantity
(4) Authorized Tolerance Level
(5) Business Day
(6) Cubic Foot of Gas
(7) Day
(8) Designated Sales Rate
(9) Gas
(10) Gas Rate Book
(11) Load Balancing Charge
(12) Maximum Daily Quantity
(13) MMBtu
- (a) Month
- (b) Nominations
- (c) Total Heating Value Per Cubic Foot

(14) Unauthorized Gas Usage Charge

C. Section G – Group Transportation Service Pilot Program Standards and Billing Practices – Definitions

(1) Account
(2) Allowance for Use and Loss
(3) Business Day
(4) Cubic Foot of Gas
(5) Day
(6) Enrollment
(7) Gas
(8) Gas Rate Book
(9) Group
(10) Group Administrator
(11) Group Annual Contract Quantity
(12) Group Authorized Tolerance Level
(13) Group Maximum Daily Quantity
(14) Group Minimum Daily Quantity
(15) MMBtu
(16) Month
(17) Nominations
(18) Supplier
(19) Total Heating Value Per Cubic Foot
(20) Unauthorized Gas Usage Charge

SUPPLEMENTAL UTILITY SERVICE CHARGES

The charges shown on this sheet are not subject to approval by the Commission. Changes will be made by the Company from time-to-time to include current prices for the services offered.

METER TEST CHARGE

The charge for a gas meter test is $63.00 when applicable pursuant to Rule B1, Technical Standards for Gas Service, Rule R 460.2351, Meters and Associated Metering Devices; Inspections and Tests. (Authorized by Rule C6, Metering and Metering Equipment.)

SERVICE LINE AND/OR METER RELOCATION CHARGE

The charge for meter relocation when applicable:

a. $700 for meter relocation only (does not include reconnection to the fuel line)
b. $*19.31* per foot for any additional service line required for any residential modification, or
   $*20.34* per foot for any additional service line required for any non-residential modification

The charge for service line relocation only is $670 plus the cost per foot of service line from item (b) above for sizes through 1¼". For sizes 2" or larger an estimate will be used. (Authorized by Rule C8(A), Customer Attachment Program - Purpose.)

TEMPORARY CUTBACK OF SERVICE LINE

The charge for temporary cutback of a gas service line, when requested by the customer or made necessary by the customer, is $655. If this work is scheduled to be performed at the same time (same trip) as other billable gas utility work for the customer, a revised price of $355 shall apply. (Authorized by Rule C8, Customer Attachment Program.)

WINTER CONSTRUCTION/PRACTICAL DIFFICULTIES CHARGE

An additional charge of $3 per foot of all underground construction as installed, excluding conduit, will be applied to projects constructed during the period of December 15 to April 15, for installation of distribution or service facilities, in administration of the Cost of Service Model referenced in Rule C8, Customer Attachment Program. (Authorized by C8, Customer Attachment Program.)

ELEVATED PRESSURE CHARGE

The Company generally provides standard pressure following the regulator. Should a customer request elevated pressure under conditions by which the Company would provide standard pressure, the Company may grant the request upon receipt of one of the following charges:

a. $60 fee if service can be provided though a 250RMM2 meter, or
b. $500 fee for most other installations.

(Authorized by Rule C8, Customer Attachment Program.)

ITEMIZED STATEMENT CHARGE

The charge for a MANUALLY PREPARED ITEMIZED STATEMENT requested by a customer shall be $15.00 per statement.

SECTION B
ADMINISTRATIVE RULES INDEX

B1. TECHNICAL STANDARDS FOR GAS SERVICE (R 460.2301 - R 460.2384) (FOR ALL CUSTOMERS)
https://ars.apps.lara.state.mi.us/AdminCode/DownloadAdminCodeFile?FileName=R%20460.2301%20to%20R%20460.2384.pdf

PART 1. GENERAL PROVISIONS

R 460.2301 Definitions.

R 460.14001 (revised to R460.20101) et seq. are the Michigan Gas Safety Standards. See Rule B9.

R 460.2302 Application, intention, and interpretation of rules; utility rules and regulations.

PART 2. RECORDS, REPORTS, AND OTHER INFORMATION

R 460.2321 Retention of records.

R 460.2501 et seq. are the Rules Pertaining to Preservation of Records of Electric, Gas and Water Utilities. See Rule B8.

R 460.2323 Reports and records generally.

R 460.2324 Security reporting.

PART 3. SERVICE REQUIREMENTS

R 460.2331 Sale of gas.

R 460.2332 Service line tariffs.

Refer to the Company's approved Rule C8, Customer Attachment Program.

R 460.2333 Main extension tariffs.

Refer to the Company's approved Rule C8, Customer Attachment Program.

R 460.2335 Interruptions of service.

R 460.2101 (revised to R 460.101) et seq. are the Consumer Standards and Billing Practices for Electric and Natural Gas Service. R 460.14001 (revised to R 460.20101) et seq. are the Michigan Gas Safety Standards. See Rule B9.

PART 4. ENGINEERING

R 460.2341 Gas facilities; construction and installation.

R 460.2342 Rescinded.

R 460.2344 Adoption of standards by reference.

R 460.2345 Security standards.

The Commission granted the Company's proposal to work toward implementing the Rule 45 API Standard 1164 requirements by December 31, 2023 in Case No. U-20945. Refer to the procedures approved in the Commission's Order dated March 19, 2021 in Case No. U-20945.

PART 5. METERS METERING EQUIPMENT INSPECTIONS AND TESTS

R 460.2351 Meters and associated metering devices; inspections; tests; and records.

The Commission granted the Company a waiver of the Rule 51 meter testing requirements for natural gas rotary meters with capacities of less than 15,000 cubic feet per hour and for natural gas diaphragm meters. Refer to the procedures approved in the Commission's Order dated *April 30, 2026* in Case No. *U-21995* for the testing requirements. Pursuant to the Commission's Orders in Case No. *U-21995*, the Company's waiver of the Rule 51 testing requirements shall terminate on December 31, *2028*. Refer to the Company's approved Rule C6, Metering and Metering Equipment.

R 460.2351a Statistical quality sampling program for diaphragm-type meters.

The Commission granted the Company an alternative statistical quality sampling program applicable to natural gas diaphragm meters proposed in Case No. *U-21995*. Refer to the procedures approved in the Commission's Order dated *April 30, 2026* in Case No. *U-21995*.

R 460.2352 Rescinded.

(Continued on Sheet No. B-2.00)

(Continued From Sheet No. B-1.00)

B1. TECHNICAL STANDARDS FOR GAS SERVICE (R 460.2301 - R 460.2384) (FOR ALL CUSTOMERS) (Contd)
https://ars.apps.lara.state.mi.us/AdminCode/DownloadAdminCodeFile?FileName=R%20460.2301%20to%20R%20460.2384.pdf

PART 5. INSPECTION OF METERS (Contd)
R 460.2353 Retirement of meters.
R 460.2354 Accuracy of metering equipment; tests; standards.
R 460.2355 Meter shop; design; meter testing system; standards; handling; calibration cards; calibrated orifices.

PART 6. BILL ADJUSTMENT; METER ACCURACY
R 460.2361 Rescinded.
R 460.2362 Determination of adjustment.
R 460.2363 Refunds.
R 460.2364 Rescinded.

Refer to the Company's approved Rule C5.2I., Meter Error Nonregistering Meter.

R 460.2365 Consumption data records.

PART 7. SHUTOFF OF SERVICE
R 460.2371 Conditions for establishing gas service; liability; notice and record of inability to establish service; refusal of service to customer using other gaseous fuel; exception; service quality.

Refer to the Company's approved Rule C1.3, Use of Service. Refer to the Consumer Standards and Billing Practices for Electric and Natural Gas Service, R 460.145, Applicability.

R 460.2373 Shutoff of service.

Refer to the Consumer Standards and Billing Practices for Electric and Gas Residential Service, Rule B2., R 460.136, Emergency Shutoff. Refer to the Company's approved Rule C5.1, Access to Customer's Premises.

R 460.2374 Rescinded.

Refer to the (1) Consumer Standards and Billing Practices for Electric and Natural Gas Service, Rule B2, R 460.101a, R 460. 136, R 460.137, R 460.138, R 460.139, R 460. 140, R 460.141, R 460.142, R 460.143, and (2) Company approved Rule C11, Shutoff of Service.

PART 8. GAS QUALITY
R 460.2381 Gas purity.
R 460.2382 Heating value; authorized variations.
R 460.2383 Heating value records; location and accuracy of measuring equipment; frequency of heating value determination.

(Continued on Sheet No. B-3.00)

(Continued From Sheet No. B-2.00)

B2. CONSUMER STANDARDS AND BILLING PRACTICES FOR ELECTRIC AND NATURAL GAS SERVICE (R 460.101 - R 460.169)
https://ars.apps.lara.state.mi.us/AdminCode/DownloadAdminCodeFile?FileName=R%20460.101%20to%20R%20460.169.pdf

PART 1. GENERAL PROVISIONS
R 460.101 Applicability; purpose.
R 460.101a Scope of rules.
R 460.102 Definitions; A to F.
R 460.102a Definitions; G to P.
R 460.102b Definitions; Q to Z
R 460.103 Discrimination prohibited.
R 460.104 Conduct of proceedings.
R 460.105 Additional rules.

PART 2. APPLICATION FOR SERVICE
R 460.106 Service requests.
R 460.107 Residential service account requirements.

PART 3. DEPOSITS AND GUARANTEE TERMS AND CONDITIONS
R 460.108 Prohibited practices.
R 460.109 Deposit for residential customer.
R 460.110 Rescinded.
R 460.111 General deposit conditions for residential customers.
R 460.111a General deposit conditions for nonresidential customers.
R 460.112 Guarantee terms and conditions for residential customers.

PART 4. METER READING PROCEDURES, METER ACCURACY, METER ERRORS AND METER RELOCATION
R 460.113 Actual and estimated meter reading.

As approved by Commission order dated October 22, 1986 in Case No. U-8110. Also refer to the Company's approved Rule C5.2 B., Meter Reads and Estimated Bills.

R 460.114 Customer meter reading.

Refer to the Company's approved Rule C5.2 C., Customer Meter Reads.

R 460.115 Meter accuracy and errors *for electric and gas customers*.
R 460.115a Meter accuracy and errors for electric customers only.
R 460.116 Meter relocation.

Refer to the Company's approved Rule C5.3, Restoration of Service.

(Continued on Sheet No. B-4.00)

(Continued From Sheet No. B-3.00)

B2. CONSUMER STANDARDS AND BILLING PRACTICES FOR ELECTRIC AND NATURAL GAS SERVICE (R 460.101 - R 460.169) (Contd)

https://ars.apps.lara.state.mi.us/AdminCode/DownloadAdminCodeFile?FileName=R%20460.101%20to%20R%20460.169.pdf

PART 5. BILLING AND PAYMENT STANDARDS

R 460.117 Bill information.

R 460.118 Electronic billing requirement.

R 460.119 Separate bill; consolidation and balance transfers for residential and small nonresidential customers.

R 460.120 Billing frequency; method of delivery.

Refer to the Company's approved Rule C5.2 A., Billing Frequency.

R 460.121 Equal monthly billing.

R 460.122 Cycle billing.

R 460.123 Payment of bill.

Refer to the Company's approved Rule C5.2 D., Responsibility for Payment, and C5.2 E., Due Date.

R 460.124 Payment period.

R 460.125 Late payment charges.

Refer to the Company's approved Rule C5.2 F., Late Payment Charge and the "Due Date and Late Payment Charge" provision of the Rate Schedules.

R 460.126 Billing for unregulated non-energy services.

R 460.126a Billing error.

Refer to the Consumer Standards and Billing Practices for Electric and Natural Gas Service Rule R 460.102 Definitions; A to F for the definition of a "Billing Error" and to the Company approved Rules C5.2 H., Billing Error, C5.2 I., Meter Error or Nonregistering Meter and C5.2 J., Energy Theft, Stolen Meter and Switched Meter.

R 460.126b Responsibility for unauthorized use of utility service.

PART 6. VOLUNTARY TERMINATION OF SERVICE

R 460.127 Voluntary termination.

(Continued on Sheet No. B-5.00)

(Continued From Sheet No. B-4.00)

B2. CONSUMER STANDARDS AND BILLING PRACTICES FOR ELECTRIC AND NATURAL GAS SERVICE (R 460.101 - R 460.169) (Contd)

https://ars.apps.lara.state.mi.us/AdminCode/DownloadAdminCodeFile?FileName=R%20460.101%20to%20R%20460.169.pdf

PART 7. ENERGY ASSISTANCE AND SHUTOFF PROTECTION PROGRAMS FOR RESIDENTIAL CUSTOMERS

R 460.128 Listing of energy assistance programs for residential customers.
R 460.129 Notice of energy assistance programs for residential customers.
R 460.130 Medical emergency.
R 460.130a Critical Care customer shut off protection
R 460.131 Winter protection plan for eligible low-income customers.
R 460.132 Winter protection plan for eligible senior citizen customers.
R 460.133 Eligible military customer.
R 460.134 Extreme weather condition policy.
R 460.135 Rescinded.

PART 8. PROCEDURES FOR SHUTOFF AND RESTORATION OF SERVICE

R 460.136 Emergency shutoff.

Refer to the Technical Standards for Gas Service, R 460.2301 (f), Definition for Hazardous Condition and R 460.2373 (a), Shutoff of Service.

R 460.137 Shutoff or denial of service permitted.

Refer to the Technical Standards for Gas Service, R 460.2301, (f), (l) and (n), Definitions for Hazardous and Potentially Hazardous Conditions, Required Access and R 460.2372, Shutoff of Service.

R 460.138 Shut off prohibited.
R 460.139 Notice of shut off.

Refer to the Company's approved Rule C5.2 E., Due Date.

R 460.140 Form of notice.
R 460.141 Time of shut off.
R 460.142 Manner of shutoff.

Refer to the Company's approved Rule C5.2 G., Returned Bill Payments and Rule C5.3, Restoration of Service.

R 460.143 Manner of shut off for service provided with remote shut off and restoration capability.
R 460.144 Restoration of service.

Refer to the Company's approved Rule C5.3, Restoration of Service.

PART 9. CUSTOMER RELATIONS AND UTILITY PROCEDURES

R 460.145 Applicability.
R 460.146 Payment plan procedures for residential and small nonresidential customers.
R 460.147 Personnel procedures.
R 460.148 Publication of procedures for residential and small nonresidential customers.
R 460.149 Access to rules and rates.

Refer to the Company's approved Rule C4.2, Choice of Rates.

R 460.150 Complaint procedures.
R 460.151 Reporting requirements.
R 460.152 Inspection.
R 460.153 Customer access to consumption data and confidentiality.

PART 10. DISPUTES, HEARINGS AND SETTLEMENTS

R 460.154 Disputed matters.
R 460.155 Customer hearing and hearing officers for residential and small nonresidential customers.
R 460.156 Notice of hearing.
R 460.157 Customer hearing procedures.
R 460.158 Settlement agreement procedures for residential and small nonresidential customers.
R 460.159 Default of settlement agreement procedures for residential and small nonresidential customers.

(Continued on Sheet No. B-6.00)

(Continued From Sheet No. B-5.00)

B2. CONSUMER STANDARDS AND BILLING PRACTICES FOR ELECTRIC AND NATURAL GAS SERVICE (R 460.101 - R 460.169) (Contd)
https://ars.apps.lara.state.mi.us/AdminCode/DownloadAdminCodeFile?FileName=R%20460.101%20to%20R%20460.169.pdf

PART 11. APPEAL PROCEDURES
R 460.160 Customer hearing appeal.
R 460.161 Filing procedures.
R 460.162 Customer hearing appeal procedures.
R 460.163 Interim determination.
R 460.164 Appeal review.
R 460.165 Customer hearing appeal decision.
R 460.166 Failure to comply with customer hearing appeal decision.
R 460.167 Same dispute.
R 460.168 Formal appeal.
R 460.169 Other remedies.

B3. UNCOLLECTIBLES ALLOWANCE RECOVERY FUND (R 460. 2601 - R 460.2625) (RESIDENTIAL CUSTOMERS) - Rescinded November 12, 2013
https://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/108_09_AdminCode.pdf

B4. BILLING PRACTICES APPLICABLE TO NON-RESIDENTIAL ELECTRIC AND GAS CUSTOMERS (R 460.1601 - 460.1640) (INCLUDING MULTIFAMILY DWELLING SERVICE RATE A-1 CUSTOMERS) – Rescinded December 11, 2017
http://www.michigan.gov/documents/mpsc/New_Billing_Practices_Applicable_to_Non-residential_Electric_and_Gas_Customers_608318_7.pdf

B5. CODE OF CONDUCT (R 460.10101 – R 460.10113)
https://ars.apps.lara.state.mi.us/AdminCode/DownloadAdminCodeFile?FileName=R%20460.10101%20to%20R%20460.10113.pdf

PART 1. GENERAL PROVISIONS
R 460.10101 Applicability.
R 460.10102 Definitions.

PART 2. CROSS-SUBSIDIZATION AND PREFERENTIAL TREATMENT
R 460.10103 Preventive measures.
R 460.10104 Records.
R 460.10105 Sharing of facilities and employees.
R 460.10106 Marketing.
R 460.10107 Utility and affiliate or alternative electric supplier relationship.

PART 3. DISCRIMINATION
R 460.10108 Discrimination.

PART 4. INFORMATION SHARING
R 460.10109 Disclosure of information.

PART 5. REPORTING, OVERSIGHT, AND PENALTIES
R 460.10110 Notification.
R 460.10111 Oversight.
R 460.10112 Reporting.
R 460.10113 Penalties.

(Continued on Sheet No. B-7.00)

(Continued From Sheet No. B-6.00)

ADDITIONAL ADMINISTRATIVE RULES

* Waivers may have been granted by the Commission to the Company for certain portions of the administrative rules below.

B6. RULES OF PRACTICE AND PROCEDURES BEFORE THE COMMISSION R 460.17101 - R 460.17701
http://w3.lara.state.mi.us/GSA_Indexed/ORR/108_15_AdminCode.pdf

B7. FILING PROCEDURES FOR ELECTRIC, WATER, STEAM AND GAS UTILITIES R 460.2011 - R 460.2031
https://ars.apps.lara.state.mi.us/AdminCode/DownloadAdminCodeFile?FileName=832_10798_AdminCode.pdf

B8. RESIDENTIAL CONSERVATION PROGRAM STANDARDS R 460.2401 - R 460.2414 – Rescinded April 20, 2017
http://dmbinternet.state.mi.us/DMB/ORRDocs/AdminCode/835_10801_AdminCode.pdf

B9. PRESERVATION OF RECORDS OF ELECTRIC, GAS AND WATER UTILITIES R 460.2501 - R 460.2582
https://ars.apps.lara.state.mi.us/AdminCode/DownloadAdminCodeFile?FileName=1825_2018-042LR_AdminCode.pdf

B10. MICHIGAN GAS SAFETY STANDARDS R 460.20101 - R 460.20606
https://ars.apps.lara.state.mi.us/AdminCode/DownloadAdminCodeFile?FileName=R%20460.20101%20to%20R%20460.20606.pdf

B11. PRODUCTION AND TRANSMISSION OF NATURAL GAS R 460.851 - R 460.875
https://ars.apps.lara.state.mi.us/AdminCode/DownloadAdminCodeFile?FileName=828_10794_AdminCode.pdf

B12. UNIFORM SYSTEM OF ACCOUNTS FOR MAJOR AND NONMAJOR GAS UTILITIES R 460.9021, R 460.9039
https://ars.apps.lara.state.mi.us/AdminCode/DownloadAdminCodeFile?FileName=841_10807_AdminCode.pdf

B13. RATE CASE FILING REQUIREMENTS FOR MAJOR GAS UTILITIES
https://www.michigan.gov/documents/mpsc/U-10039_01-17-1992_594855_7.PDF

SECTION C - PART I
COMPANY RULES AND REGULATIONS
(FOR ALL CUSTOMERS)

INTENT OF SECTION C - PART I

These General Rules and Regulations for all customers are not to supersede but are in addition to Rule B1., Technical Standards for Gas Service, Rule B2., Consumer Standards and Billing Practices for Electric and Natural Gas Service.

C1. CHARACTERISTICS OF SERVICE

C1.1 Character of Service

The Company shall endeavor, but does not guarantee, to furnish a continuous supply of gas and to maintain pressure in its lines within reasonable limits.

The Company shall not be liable for interruptions in the service, variations in the pressure, or variations in the service characteristics, or for any loss or damage of any kind or character occasioned thereby, due to causes or conditions beyond the Company's reasonable control, and such causes or conditions shall be deemed to specifically include, but not be limited to the following: acts or omissions of customers or third parties; operation of safety devices except when such operation is caused by the negligence of the Company; absence of an alternate supply of service; failure, malfunction, breakage, necessary repairs or inspection of machinery, facilities or equipment when the Company has carried on a program of maintenance consistent with the general standards prevailing in the industry; act of God; war; action of the elements; storm or flood; fire; riot; labor dispute or disturbances; or the exercise of authority or regulation by governmental or military authorities.

Regardless of contracts in force, the Company shall have the right (a) to institute and maintain curtailments of gas service in accordance with the provisions of Rule C3., Curtailment of Gas Service, of this Gas Rate Book, and (b) in the event of an emergency causing a short-term shortage of gas supply, to grant preference to that service, which in the Company's judgment, is most essential to the public health, safety and welfare.

Before purchasing equipment or installing piping, the customer shall secure from the Company information regarding whether new or additional gas loads are being accepted and the characteristics of the service available.

No ownership rights in facilities provided by the Company shall pass to any person as a result of any deposit or contribution made under these rules. Deposits or contributions made by customers shall not be refundable unless expressly provided in these rules.

The Company will make a leakage test prior to the establishment of gas service. The Company shall not be liable for the installation, maintenance or use of fuel lines, piping or appliances owned by the consumer or installed beyond the Company's meter nor shall the Company be liable for any continuing duty of inspection of such equipment or facilities.

C1.2 Hours of Service

Gas shall be supplied 24 hours per day except as provided elsewhere in the Company's Gas Rate Book.

(Continued on Sheet No. C-2.00)

(Continued From Sheet No. C-1.00)

C1. CHARACTERISTICS OF SERVICE (Contd)

C1.3 Use of Service

The customer shall use the service so as not to cause a safety hazard, endanger the Company facilities or the customer's equipment or to disturb the Company's service to other customers. The Company disclaims any responsibility to inspect the customer's piping or equipment and shall not be held liable for any injury or damage resulting from the condition thereof.

The Company reserves the right to deny or shut off service under the following conditions or for any of the following reasons:

A. Without prior notice to any customer for a condition on the customer's premises which is determined by the Company or a code authority to be hazardous.

B. To any customer for a condition on the customer's premises which is determined by the Company or a code authority to be potentially hazardous.

C. To any customer who uses equipment in a manner which adversely affects the Company's equipment or the Company's service to others.

D. To any customer involved in metered or unmetered energy theft, including obtaining the use of equipment by submitting a falsified application. Energy theft includes but is not limited to:

(1) Tampering
(2) Unauthorized Use
(3) Diversion
(4) Interference

E. For misrepresentation of identity for the purpose of obtaining utility service.

F. For failure of the customer to permit the Company reasonable access to equipment installed upon the premises for the purpose of inspection, meter reading, maintenance, relocation, replacement or removal.

G. For failure of the customer to install and/or maintain necessary devices to protect the customer's equipment in the event of service interruptions.

H. For failure of the customer to install and/or maintain necessary devices to protect the Company's facilities against the creation of a vacuum or back pressure and against the entrance of any foreign material into the Company's system.

I. For failure of the customer receiving service at 1 psig or greater to install and/or maintain equipment of adequate pressure ratings.

J. For failure of the customer to comply with Rule C2., Controlled Service, and/or Rule C3., Curtailment of Gas Service.

(Continued on Sheet No. C-3.00)

(Continued From Sheet No. C-2.00)

C1. CHARACTERISTICS OF SERVICE (Contd)

C1.3 Use of Service (Contd)

K. For failure of the customer to post a cash security deposit or other form of guarantee, when required in accordance with the Rules and Regulations.

L. For failure of the customer to pay a delinquent account not in dispute.

M. For failure of the Non-Residential customer to pay any delinquent Non-Residential account incurred by the customer under a different account name, by the customer's predecessor in interest or by any other entity, the debt of which, the customer is legally obligated to assume.

N. For failure of the customer to comply with the terms and conditions of a settlement agreement, interim determination or complaint determination between the customer and the Company.

O. For violation of, or noncompliance with, the Company's Gas Rate Book.

C1.4 Unusual Facility Requirements

The Company reserves the right to make special contractual arrangements as to the provision of necessary service facilities, duration of contract, minimum bills, or other service conditions with respect to customers with large or unusual requirements for gas, or with respect to customers whose establishments are remote from the Company's existing suitable facilities, or with respect to customers whose requirements otherwise necessitate unusual investments by the Company or with respect to customers whose service requirements may be of a short term, temporary or transient nature.

C1.5 Invalidity of Oral Agreements or Representations

No employee or agent of the Company is authorized to modify or supplement the Rules and Regulations and Rate Schedules of this Gas Rate Book or any contract by oral agreement or representation, and no such oral agreement or representation shall be binding upon the Company.

C1.6 Transfers of Gas

Customers shall be allowed to transfer their gas requirements from one location to another under the following conditions:

A. Customers owning a building may transfer gas requirements for gas equipment in that building to a new location provided that such gas requirements are not used at the old location.

B. Customers not owning a building may transfer gas requirements attributable to the gas equipment they own; provided, however, that gas requirements associated with heating and maintaining a building in habitable condition cannot be transferred without the specific written consent of the building owner.

(Continued on Sheet No. C-4.00)

(Continued From Sheet No. C-3.00)

C1. CHARACTERISTICS OF SERVICE (Contd)

C1.6 Transfers of Gas (Contd)

C. Where partial transfer of gas requirements for gas equipment in a building is requested, sufficient equipment must be removed from service or converted to another source of fuel in that building to equal the gas requirements of the transferred equipment.

D. Gas requirements for gas equipment cannot be transferred from one class of service to another, except residences converted to commercial use may continue to utilize gas requirements of existing equipment.

E. Service to transferred equipment must be initiated within 12 months after shutoff of service at the original location. All costs (except the costs of a standard meter and standard regulator) associated with transfers must be borne by the customer requesting the transfer.

F. Once gas requirements are transferred to a new location, resumption of service at the old location is subject to the rules (including gas allocation) governing service to new customers.

G. Customers restricted by a gas service contract to an annual capacity reservation and who operate at two or more locations may transfer, in total or in part, gas volumes from one such restricted account to another.

C1.7 General Provisions of Service

A. Service Requirements

The customer is required, at no expense to the Company: (a) to provide space for Company facilities on the customer's premises to meet the customer's needs for service, and (b) to allow the Company to trim, cut down, remove, or otherwise prevent future growth of trees and brush on the customer's premises that, in the Company's discretion, interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of the Company's facilities.

C2. CONTROLLED SERVICE

A. Scope

This rule provides the Company with the authorization to control the attachment of load, consistent with changes in gas supply as they occur.

This rule shall apply to additional equipment installed by an existing customer following the declaration of a controlled service condition but not to the additional use of gas in equipment installed previous to the declaration of a Controlled Service Condition.

B. Notice of Controlled Service Condition

The Company shall provide not less than 90 days' advance written notice of a Controlled Service condition to all firm customers, except where actions by foreign, federal, state or local government, regulatory agencies or Force Majeure preclude the giving of such notice.

C. Application for Service

Upon the declaration of a Controlled Service condition, all those within the affected priorities requesting gas sales service shall make written application for such service on a form provided by the Company.

D. Approval of Application for Service

(1) As the Company is able to contract for gas supplies at reasonable and prudent prices, terms and conditions, applications for service shall be approved subject to the following:

(a) Approval shall be on a first-requested, first-served basis within each Controlled Service Priority.

(Continued on Sheet No. C-5.00)

(Continued From Sheet No. C-4.00)

C2. CONTROLLED SERVICE (Contd)

D. Approval of Application for Service (Contd)

(b) The Company shall open the highest Priority first. If all the applicants within that Priority are granted service, and sufficient supply is available, the next highest Priority shall be opened. When the Company opens a Priority previously closed, the Company shall supply written notice to those within that Priority that have applications on file indicating the Priority is open and that the requested supplies of gas are available.

(c) If the available supply is committed before granting all applicants service, then those applicants who do not receive service shall have their application kept on file and their standing reserved within their Priority, but shall not receive preference over a later applicant who qualifies for a higher Priority, when gas becomes available and Priorities are again opened.

(d) An applicant whose Priority is open at the time of application may be granted immediate approval through written notification by the Company, provided such applicant demonstrates to the satisfaction of the Company that the construction and installation of the necessary equipment will proceed in a timely manner.

(e) An applicant whose Priority is closed at the time of application, shall have that application for service kept on file by Priority and by the date the application was received.

(2) The Company may not grant service to new customers or permit additional load by existing customers, if:

(a) The Company is curtailing any customers in the affected service area under the Capacity Deficiency provisions of Rule C3., Curtailment of Gas Service.

(b) The Company is curtailing any customers under the Gas Supply Deficiency provisions of Rule C3., Curtailment of Gas Service, except that the Company may attach Priority One customers provided no customers in Curtailment Priority Two are being curtailed.

(3) The Company reserves the right to attach new interruptible loads, to provide Transportation rate customers with "Authorized Gas" under the "Authorized Gas Usage Charge" provision of the rate or to supply gas under the "Restricted Sales" provision of this rule.

(4) The written notification by the Company granting approval of the application shall specify the date by which gas service must commence.

E. Forfeiture

(1) A customer shall install the necessary equipment and commence gas service by the date specified in the Company's notification of approval; otherwise the customer's reservation of gas supply is forfeited.

(2) When the Company grants approval in those cases where the Application for Gas Service was not initially granted, the customer shall notify the Company in writing within 30 days (from the date of the Company's written notification of approval) of the customer's intention to accept service. If the customer does not respond within 30 days, the customer's original application is void.

(Continued on Sheet No. C-6.00)

(Continued From Sheet No. C-5.00)

C2. CONTROLLED SERVICE Contd)

E. Forfeiture (Contd)

(3) If any time after commencing firm gas service, a customer switches to transportation service, that customer forfeits firm sales customer status on all volumes. After five years from the date of such forfeit, a customer may apply for firm sales rate status.

F. Restricted Sales

As a result of warmer-than-normal weather, or other factors, the Company may have gas in excess of its immediate load. The Company may sell such excess gas subject to:

(1) The provision of a net economic benefit to the Company's customers as a result of the sale of such gas.

(2) Demonstration by the Company that the sale of such gas caused no detriment to its customers.

(3) The Gas Supply Deficiency Curtailment Priority Eight of Rule C3., Curtailment of Gas Service, for all special contract sales of such gas.

(4) Commission approval of such sales on a special contract basis, limited as to time and volume.

G. Priorities

(1) Service shall be controlled under this rule in accordance with the following Priorities. Priority One constitutes the highest Priority which will be the last Priority controlled.

PRIORITY ONE

The purchase of natural gas by any residential customer for any purpose except space heating or air conditioning. The use of gas by any commercial customer to provide a service such as would normally be provided by non-space heating or air conditioning residential use of gas.

PRIORITY TWO

The purchase of natural gas by any residential customer for space heating or air conditioning and the use of natural gas for services essential for public health and safety as defined in Rule C3., Curtailment of Gas Service.

PRIORITY THREE

The purchase of natural gas by any Non-Residential customer for space heating or air conditioning or any use of gas by a commercial customer not included in Priority One.

PRIORITY FOUR

The purchase of natural gas by any industrial customer for industrial processing or in gas-fired afterburners to limit or abate obnoxious odors or air pollution.

(Continued on Sheet No. C-7.00)

(Continued From Sheet No. C-6.00)

C2. CONTROLLED SERVICE (Contd)

G. Priorities (Contd)

PRIORITY FIVE

The purchase of natural gas for all other purposes not listed in Priority One through Four or Priority Six.

PRIORITY SIX

The purchase of natural gas for the generation of steam or electricity by utilities, or the firing of kilns which can be fired by other fuels.

(2) A customer who has a pollution problem which presents a threat to the public health and safety, where the use of natural gas offers the only feasible solution to the problem, may petition the Commission to assign a Priority of use higher than that to which the customer would otherwise be entitled. The matter shall be considered by the Commission pursuant to its Rules of Practice relating to petitions or complaints.

(3) The use of natural gas in boilers which have alternate fuel capability shall not qualify as Requirements For Services Essential For Public Health And Safety without the express authorization of the Commission. The matter shall be considered by the Commission pursuant to its Rules of Practice relating to petitions or complaints.

H. Penalties for Violation

Any gas used by a customer in additional equipment installed by an existing customer following the declaration of a controlled service condition and for which the customer has not received authorization, shall, during the period when a gas controlled service condition has been instituted pursuant to this rule, be subject to excess use charges of $10 per Mcf, with such charges being in addition to the rates set forth in the applicable Company Rate Schedule. Failure of the customer to pay such excess use charge when due shall constitute sufficient cause for the Company to shut off gas service to such customer. The Company reserves the right to shut off service to any customer who violates any of the provisions of this rule.

C3. CURTAILMENT OF GAS SERVICE

C3.1 Definitions

The following terms used in this rule shall have the meanings hereinafter set forth:

A. **Blanket Certificate Customer** is a transportation customer who has contracted with the Company to transport gas in interstate commerce pursuant to a blanket certificate issued to the Company by the Federal Energy Regulatory Commission (FERC).

B. **Capacity Deficiency** shall mean emergency situations whereby load temporarily exceeds the capacity of the Company's pipeline system to deliver volumes commensurate with such load, but such that the full design capacity of the system is unaffected. See Section C3.3D(3) of this rule.

C. **Capacity Restriction** shall mean restriction *affecting deliveries to Customers* due to Force Majeure or other damage to the Company's facilities such that the full design capacity of the pipeline system is not available. See Section C3.3D(1) of this rule.

(Continued on Sheet No. C-8.00)

(Continued From Sheet No. C-7.00)

C3. CURTAILMENT OF GAS SERVICE (Contd)

C3.1 Definitions (Contd)

D. **Commercial Gas Requirements** shall include all service to customers engaged primarily in the furnishing or sale of goods or services including schools, local, state and federal government agencies and other public or private institutions for use other than those involving manufacturing or electric power generation.

E. **Customers**, unless otherwise specified, shall mean sales customers, gas customer choice customers, transportation customers and storage customers.

F. **Deliveries** shall mean gas delivered to transportation, gas customer choice, and sales volumes.

G. **Electric Generation** is a use of natural gas to generate electricity, either directly or indirectly, including, but not limited to, natural gas used for cogeneration.

H. **End Use Customer** is a customer under the Company's sales and transportation Rate Schedules where the gas is used or consumed on the customer's premises to which the gas was delivered.

I. **Excess Use** shall mean the gas used by a curtailment customer over the amount allowed under a curtailment notice issued by the Company pursuant to these rules.

J. **Force Majeure** shall mean acts of God, strikes, lockouts, or other industrial disturbances; acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms (including but not limited to hurricanes or hurricane warnings), crevasses, floods, washouts, arrests and restraints of the government, either Federal or State, civil or military, civil disturbances. Force Majeure shall also mean shutdowns for purposes of necessary repairs, relocation, or construction of facilities; failure of electronic data capability; breakage or accident to machinery or lines of pipe; the necessity of testing (as required by governmental authority or as deemed necessary by the Company for the safe operation thereof), the necessity of making repairs or alterations to machinery or lines of pipe; failure of surface equipment or pipelines; accidents, breakdowns, inability to obtain necessary materials, supplies or permits, or labor to perform or comply with any obligation or condition of service, rights of way; and any other causes, whether of the kind herein enumerated or otherwise which are not reasonably within the control of the Company. It is understood that the settlement of strikes and lockouts or controversies with landowners involving rights of way shall be entirely within the Company's discretion and that the above requirement that any Force Majeure be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts or controversies with landowners involving rights of way by acceding to the demands of the opposing party when such course is inadvisable in the discretion of the Company.

K. **Industrial Gas Requirements** shall include all service to customers engaged primarily in a process which creates or changes raw or unfinished materials into another form or product including the generation of electric power.

L. **Non-System Supply Customer** shall mean those customers who do not purchase natural gas requirements from the Company.

M. **Operational Flow Order or OFO** shall be used as defined in Section E1.1., Definitions.

N. **Requirements for Plant Protection** shall mean such minimum volumes of gas as required to prevent physical harm to the plant facilities or danger to plant personnel when such protection cannot be afforded through the use of an alternate fuel. This includes the protection of such material in process as would otherwise be destroyed, but shall not include Deliveries required to maintain plant production. *The Company shall reasonably work with individual customers to identify their Requirements for Plant Protection, including accepting customers' individual assessment and representation of how much consumption is needed to achieve Plant Protection when all other uses are curtailed. The Requirements for Plant Protection may be reviewed and/or adjusted two (2) times during a calendar year.*

(Continued on Sheet No. C-9.00)

(Continued From Sheet No. C-8.00)

C3. CURTAILMENT OF GAS SERVICE (Contd)

C3.1 Definitions (Contd)

O. **Requirements For Services Essential For Public Health And Safety** shall mean gas purchased for food processing and for use by or in connection with hospitals, convalescent homes, nursing homes, medical centers and clinics; water and sewage treatment and waste disposal facilities; civil defense centers and public utility buildings; newspapers, radio and television stations; fire stations, police stations, jails and penal institutions; and such other uses of gas as are found qualified by the Commission as requirements for services essential for public health and safety; provided, however, that requirements for boilers which have alternate fuel capability shall not qualify as requirements for services essential for public health and safety without the express authorization of the Commission.

P. **Residential Gas Requirements** shall include all direct natural gas usage for space heating, cooking, water heating, and other residential uses in a single family dwelling or in an individual flat or apartment; or to two or more households served by a single meter (one customer) in a multiple family dwelling, or portion thereof. A "multiple family dwelling" includes such living facilities as, for example, cooperatives, condominiums and apartments; provided each household within such multiple family dwelling has the normal household facilities such as bathroom, individual cooking and kitchen sink. A "multiple family dwelling" does not include such living facilities as, for example, penal or corrective institutions, motels, hotels, dormitories, nursing homes, tourist homes, military barracks, hospitals, special care facilities or any other facilities primarily associated with the purchase, sale or supplying (for profit or otherwise) of a commodity, product or service by a public or private person, entity, organization or institution.

Q. **System Supply Customer** shall mean those Customers who purchase natural gas requirements from the Company, *which includes Gas Customer Choice (GCC) for purposes of this curtailment tariff only.*

R. ***Transportation Customer*** *shall mean those Customers taking service under the transportation tariff or an Act 9 Transportation contract.*

S. ***Utility*** *means a firm, corporation, cooperative, association, or other legal entity that may be subject to the jurisdiction of the Michigan Public Service Commission or member regulated cooperative and that provides electric or gas service to retail customers.*

C3.2 Curtailment of Gas Service for Gas Supply Deficiency

A. Determination of Need for Curtailment

(1) If at any time the Company cannot provide continuous service to its System Supply Customers because of an inability to procure sufficient gas volumes from its interstate pipeline suppliers or other suppliers, and reliable short term supplies are not available at reasonable and prudent prices, the Company has the right to curtail the distribution of system supply gas to its customers in accordance with the provisions of this Rule.

(2) In implementing this Rule, however, all sales of system supply gas to other than System Supply Customers shall be curtailed prior to curtailing, limiting or interrupting the distribution of gas to System Supply Customers.

(3) The Company may separately institute curtailment of its system supply gas in the integrated and non-integrated portions of its total system, consistent with the inability to procure sufficient gas volumes in each respective portion of its system.

(4) This Curtailment Rule (C3.2) does not apply to gas owned by parties other than the Company.

(Continued on Sheet No. C-10.00)

(Continued From Sheet No. C-9.00)

C3. CURTAILMENT OF GAS SERVICE (Contd)

C3.2 Curtailment of Gas Service for Gas Supply Deficiency (Contd)

B. Notice of Curtailment

(1) The Company shall provide not less than 90 days advance written notice of *a gas supply deficiency* curtailment to all System Supply Customers expected to be curtailed, except where actions by foreign, federal, state, or local government or regulatory agencies preclude the giving of such notice.

(2) The Company may immediately curtail or interrupt the distribution of system supply gas to *Transportation* Customers, by oral notice or otherwise, to the extent and for such duration as the Company in its sole judgement shall deem necessary.

(3) Notification of curtailment shall specify the starting date, an estimate of the length of time the curtailment is expected to be in effect, and the classification of the priorities to be curtailed. Prior to and during the period of curtailment, all customers in curtailment priorities to be affected shall be given not less than 30 days advance written notice of the authorized volumes to which they will be entitled for the following month.

C. *Steps Prior to Curtailment and* Method of Curtailment

(1) Prior to curtailment *of any customers within Priority Five,* the Company will make a Public Service Announcement for voluntary dial-down actions by System Supply Customers. *The Company, at its own discretion, may make additional Public Service Announcements for voluntary dial-down actions by System Supply Customers before curtailment of any subsequent priority levels of customers.*

(2) *The Company may issue a Notice of Operational Flow Order as defined in Section E4.4 of this Rate Book.*

(*3*) Curtailments shall be made in accordance with the curtailment priorities set forth in Section E of this Rule, beginning with the lowest priority category and proceeding to the next highest priority category. The total curtailment shall equal the estimated deficiency of gas brought about by the demands of all customers purchasing system supply gas in the integrated and/or non-integrated portions of the Company's system.

(*4*) Curtailments may be simultaneously instituted in more than one curtailment category provided that gas usage falling within a lower priority category has been completely curtailed. *With respect to Priority Two, Three and Four, each of those categories shall be regarded as completely curtailed when all requirements other than requirements for plant protection have been curtailed.*

(*5*) When curtailment of less than 100% of the sales volume in a particular curtailment priority is required, the available volumes shall be allocated to each customer assigned to that priority, on a pro-rata basis, using the customer's base period volumes that correspond to the month being curtailed.

(Continued on Sheet No. C-11.00)

(Continued From Sheet No. C-10.00)

C3. CURTAILMENT OF GAS SERVICE (Contd)

C3.2 Curtailment of Gas Service for Gas Supply Deficiency (Contd)

D. Base Period

(1) Base Period for System Supply Customers

(a) For the purpose of determining the customer's volumes within each curtailment priority category, a twelve month base period shall be established. Such base period shall be fixed for the term of the curtailment. The base period volumes shall be based upon the customer consumption during the same month of the previous calendar year. In those instances where the customer has encountered strikes, interruption of gas service or unavoidable operational abnormalities, the Company may make reasonable adjustments to normalize the customer's requirements. The customer may also request such an adjustment to its base period volumes upon 90-days' advance notice. At the Company's sole discretion, base period volumes may be adjusted for known equipment added or deleted or loads not in operation during the base period. *The customer shall notify the Company of any adjustment to base period volumes using any reasonable method of the customer's choice, including but not limited to written request, phone call, or email. The Company shall notify the customer if the base period adjustment is accepted or rejected within 60 days of the request. A failure to affirmatively notify the customer shall be treated as an acceptance. If the requested adjustment is rejected the Company shall provide the customer a written explanation detailing the reasons for the rejection. A customer may request an adjustment to its base period volumes two (2) times during a calendar year.*

(b) In determining monthly consumptions, as specified by the meter measuring the Customer's usage, the Company shall determine the gas used during each month of the period described above for all buildings, parts of buildings, and equipment associated with each customer's gas billing in accordance with the Company's Rules and Regulations. Volumes specified in Curtailment Priorities One through five shall apply in the aggregate for all equipment of the same end use rather than on a unit of equipment basis.

(c) The monthly consumption so determined, with such adjustments as provided above, shall then be used as the monthly requirement specified in the Curtailment Priority Categories. In determining a customer's Curtailment Priority Category, the applicable monthly requirement in the base period shall be used.

(2) Base Period for Non-System Supply Customers

A base period is not established pursuant to this Rule for non-System Supply Customers. The distribution of system supply gas to non-System Supply Customers is subject to Curtailment Priority Five whereby the Company has sole discretion in determining the extent and duration of curtailment of such Customers.

E. Curtailment Priorities

For purposes of curtailment, five categories are established with Priority Five constituting the lowest priority and Priority One the highest.

PRIORITY FIVE

All non-residential Customers having alternate fuel capability for that portion of their load covered by the alternate fuel and all sales of system supply gas to non-System Supply Customers.

PRIORITY FOUR

Commercial and Industrial Gas Requirements in excess of 41,667 Mcf per the base period month being curtailed.

(Continued on Sheet No. C-12.00)

(Continued From Sheet No. C-11.00)

C3. CURTAILMENT OF GAS SERVICE (Contd)

C3.2 Curtailment of Gas Service for Gas Supply Deficiency (Contd)

E. Curtailment Priorities (Contd)

PRIORITY THREE

Commercial and Industrial Gas Requirements of 8,334 Mcf to 41,667 Mcf per the base period month being curtailed.

PRIORITY TWO

Commercial *and Industrial* Gas Requirements of 1,250 Mcf to 8,334 Mcf per the base period month being curtailed.

PRIORITY ONE

Residential Gas Requirements, Commercial*, and Industrial* Gas Requirements of 1,250 Mcf or less per the base period month being curtailed, Requirements for Plant Protection, and Requirements For Services Essential For Public Health And Safety not covered by an alternate fuel.

F. Rate Adjustments

A customer shall not be liable for any part of a monthly service charge provided in a Rate Schedule if such customer's consumption under that rate is completely curtailed for the entire billing period. No other rate adjustments will be permitted.

G. Enforcement

(1) The Company reserves the right to take special daily meter reads during periods when a curtailment has been instituted pursuant to Part C3.2 of this rule. The Company reserves the right to inspect the customer's equipment, to install special metering, and to immediately terminate gas service for violations of this rule. Once gas service is terminated, the Company may withhold such service until it is satisfied that the terms and conditions of this rule will be observed.

(2) There is nothing in this rule that shall prevent a customer from challenging before the Commission the continuation of a curtailment or that shall abridge the customer's right to appeal any such determination to the Commission.

H. Penalty

After the Company has provided actual oral or written notice of curtailment to the affected End Use Customer, any gas used by such customer in excess of the volumes authorized during the period when a curtailment has been instituted pursuant to Part C3.2 of this rule will be subject to excess use charges *if the Company is aware of non-compliance*, with such charges being in addition to those normal charges made under the applicable Rate Schedules. The charge for such excess usage shall be the highest price reported for the Mich Con, Consumers Energy and Chicago LDCs during the period of curtailment as reported by Gas Daily or, in the event that Gas Daily discontinues its reporting of such prices, any comparable reporting services, plus $10 per Mcf. Failure to pay an excess charge when rendered shall subject the customer to termination of gas service.

(Continued on Sheet No. C-13.00)

(Continued From Sheet No. C-12.00)

C3. CURTAILMENT OF GAS SERVICE (Contd)

C3.3 Curtailment of Gas Service During an Emergency

A. Company's Rights to Curtail

The Company recognizes its primary public service obligation is to maintain gas service to its Customers. If, in the event of an emergency arising out of extreme cold weather or other causes referred to as Force Majeure situations the Company determines that its ability to deliver gas may become inadequate to support continuous service to its Customers on its system, the Company shall have the right to partially or completely curtail service to each of its Customers in accordance with the order of curtailment set forth below, irrespective of the contracts in force. This plan applies to all gas sales, transportation and storage service provided by the Company except for gas moving on the Company's gathering systems. The Company will implement this curtailment plan throughout its system to the extent necessary and possible, consistent with its practical operation, considering such factors as system capacity and the extent to which curtailment of Customers in a specific portion of the Company's system may remedy the emergency.

B. Steps Prior to Curtailment

When there is adequate time during an emergency situation, and if applicable, the following steps *(hereafter referred to as "pre-curtailment activities")* will be implemented by the Company prior to the *initial implementation* of the curtailment plan established by this rule. *Once initial curtailment occurs, the Company will continue to implement pre-curtailment activities throughout the curtailment to the extent that such pre-curtailment activities are needed to prevent curtailment of any further customers or to return any curtailed customers to regular service. The Company may elect not to undertake or continue one or more of the pre-curtailment activities listed below when the Company determines that such pre-curtailment activity will not prevent the need to implement or continue curtailment of gas service to one or more customers.*

(1) Interrupt service provided under an "interruptible" rate or contract then in effect;

(2) Implement contingency contracts*, where applicable,* for emergency gas supply purchases established in advance. Seek to purchase additional gas supplies at prices which shall be regarded as reasonable and prudent;

(3) Curtail Deliveries to any customer in excess of volumes allowed under contracts *where applicable*;

(4) *Issue* an Operational Flow Order (OFO).

(5) Make a public service announcement for voluntarily dial-down actions by System Supply Customers;

(6) Ask transportation *and large Commercial and Industrial* Customers to voluntarily reduce use and/or increase Deliveries.

C. Notice of *Pre-Curtailment or* Curtailment *if needed*

If *pre-* curtailment *activities are undertaken, or if curtailment* becomes necessary, the Company shall provide notice to the Commission *Staff, other affected Michigan utilities* and all affected Customers of the nature, probable duration and extent of such *pre-curtailment* or curtailment. Such notice will be given as far in advance as possible.

(Continued on Sheet No. C-14.00)

(Continued From Sheet No. C-13.00)

C3. CURTAILMENT OF GAS SERVICE (Contd)

C3.3 Curtailment of Gas Service During an Emergency (Contd)

D. Method of Curtailment

(1) If a curtailment becomes necessary, *the capacity allocated to Customers shall be curtailed in accordance with the curtailment priority categories set forth in Section F of this rule, beginning with Curtailment Priority Five and proceeding to the next highest priority category. The* Company shall determine the amount of firm service capacity that is available (residual firm capacity). The Company shall allocate that residual firm capacity between (i) transportation service provided pursuant to a FERC blanket certificate (Blanket Certificate Customers) and (ii) all other services (Other Customers), such allocation being made pro rata between such two classes of service, based upon the total volumes scheduled for service within each class on the applicable day.

(a) The residual firm capacity which is allocated to Blanket Certificate Customers shall be allocated pro rata among the members of that class, based upon volumes scheduled for service by members of that class on the applicable day.

(b) The residual firm capacity which is allocated to the Other Customers shall be curtailed in accordance with the curtailment priority categories set forth in Section F of this rule, beginning with Curtailment Priority Five and proceeding to the next highest priority category.

(i) Curtailments may be simultaneously instituted in more than one curtailment priority category provided that gas usage falling within a lower priority category is being completely curtailed. *With respect to Priority Two, Three and Four, each of those categories has been completely curtailed when all requirements other than requirements for plant protection have been curtailed.*

(ii) If system deliverability permits only partial delivery of gas to a given priority category of use, curtailment will be effected on the basis of a pro rata sharing using the base period Deliveries to Customers for that priority category. If a customer has entered into an arrangement for voluntary reduction of use and/or increase in Deliveries pursuant to Paragraph(B)(6) above, the volumes associated with such voluntary reductions of use or increase in Deliveries shall be attributed to that customer's pro rata share.

(iii) Upon notice of a curtailment, the Company *may* give Customers with multiple locations, the option to select which location will be subject to the curtailment, consistent with the practical and physical operational constraints of the Company's system.

(2) If curtailment becomes necessary due to an emergency situation resulting in a supply deficiency, with no associated Capacity Deficiency, the Company shall curtail gas service in accordance with Section C3.3D(1)(b), subject to the following conditions.

(a) Transportation Customers shall have the option of having electronic remote metering installed or of establishing a means acceptable to the Company and the customer of determining daily consumption at the customer's expense. Negative daily imbalances incurred shall be curtailed pursuant to priorities determined as in Section (E) Base Period. Usage in balance with Deliveries (flowing pipeline supplies) on a daily basis is exempt from curtailment under this paragraph.

(3) If curtailment becomes necessary due to an emergency situation resulting in a Capacity Deficiency, the Company shall curtail gas service in accordance with Section C3.3D(1).

(Continued on Sheet No. C-15.00)

(Continued From Sheet No. C-14.00)

C3. CURTAILMENT OF GAS SERVICE (Contd)

C3.3 Curtailment of Gas Service During an Emergency (Contd)

E. Base Period

(1) For the purpose of determining the customer's volumes within each curtailment priority category, *the Company shall compare the volumes in the month of the curtailment to the volumes in the same month in the previous year. If there was no usage in the previous year in that particular month, the most recent full calendar month of usage will be used to establish the priority category. Once established using this method, the category* shall be fixed for the term of the curtailment. In those instances where the customer has encountered strikes, interruption of gas service or unavoidable operational abnormalities, the Company may make reasonable adjustments to normalize the customer's requirements. *The customer may also request such an adjustment to its base period volumes upon 90 days' advance notice to the Company. At the Company's sole discretion b*ase period volumes *may* be adjusted for *known* equipment added or deleted and new loads *or loads not in operation during the base period*.

(2) In determining monthly Deliveries, *as specified by the meter measuring the Customer's usage,* the Company shall determine the gas used during each month of the period described above for all buildings, parts of buildings, and equipment associated with each customer's gas billing in accordance with the Company's Rules and Regulations. Volumes specified in Curtailment Priority One through Five shall apply in the aggregate for all equipment of the same end use rather than on a unit of equipment basis.

(3) The monthly Deliveries so determined, with such adjustments as provided above, shall then be used as the monthly requirement specified in the Curtailment Priority Categories. In determining a customer's Curtailment Priority Category, the applicable monthly requirement in the base period shall be used.

F. Curtailment Priorities

(1) For purposes of curtailment, firm end use sales and transportation Customers will be treated equally in accordance with the curtailment priority categories set forth. Five categories are established with Priority Five being the first category to be curtailed and Priority One being the last. The Company will implement this curtailment plan throughout its system to the extent necessary and possible, consistent with its practical operation, considering such factors as system capacity and the extent to which curtailment of Customers in a specific portion of the Company's system may remedy the emergency. Specifically, if curtailment of gas Deliveries to a customer does not provide any relief to the Company, then the Company may continue to provide gas service for the Customers.

PRIORITY FIVE

All non-residential Customers having alternate fuel capability for that portion of their load covered by the alternate fuel and all sales of system supply gas to non-System Supply Customers.

PRIORITY FOUR

Commercial and Industrial Gas Requirements in excess of 41,667 Mcf per the base period month being curtailed.

PRIORITY THREE

Commercial and Industrial Gas Requirements of 8,334 Mcf to 41,667 Mcf per the base period month being curtailed.

(Continued on Sheet No. C-16.00)

(Continued From Sheet No. C-15.00)

C3. CURTAILMENT OF GAS SERVICE (Contd)

C3.3 Curtailment of Gas Service During an Emergency (Contd)

F. Curtailment Priorities (Contd)

PRIORITY TWO

Non-residential customers having *C*ommercial *and Industrial G*as *R*equirements of 1,250 Mcf to 8,334 Mcf per the base period month being curtailed.

PRIORITY ONE

Residential Gas Requirements, Commercial *and Industrial* Gas Requirements of 1,250 Mcf or less per the base period month being curtailed, Requirements for Plant Protection, and Requirements For Services Essential For Public Health And Safety not covered by an alternate fuel.

(2) The volumes of gas destined to end users of other local distribution companies (LDC) shall be classified into the same priority categories as the Company's on-system sales and transportation Customers if the LDC provides the Company with the information necessary to make such a classification and an affidavit verifying the accuracy of such information. Such information shall be provided for each priority category in a manner similar to the information regarding the base period volumes of other Customers as set forth in Paragraph E above. Any volumes for which the LDC fails to provide such information shall be presumed to be in Priority Four.

(3) During an emergency curtailment of gas service, public utilities that generate and distribute electricity shall be granted Priority One service for that portion of the gas requirements of owned or firm contracted generation necessary to the discharge of the utilities' obligation to provide essential services and for which no practical alternatives exist. *Gas used to generate and distribute electricity for other services shall be granted Priority Three service. For purposes of emergency curtailment, Independent Power Producers and non-utility generation facilities will be considered for priority based upon consumption levels.*

(a) Such classification of volumes qualifying for Priority One shall be contingent upon the electric utility exercising due diligence in taking reasonable steps to minimize the use of natural gas during the course of the gas emergency, and consistent with maintenance of electric system integrity. To the extent that certain actions can minimize the use of natural gas, such actions may include, but are not limited to the following:

(i) Bring on line any non-gas reserve capacity.
(ii) Switch gas fired dual-fuel generating plants to an alternate fuel.
(iii) Attempt to procure incremental purchased power.
(iv) Curtail all non-firm off-system electric sales.

(Continued on Sheet No. C-17.00)

(Continued From Sheet No. C-16.00)

C3. CURTAILMENT OF GAS SERVICE (Contd)

C3.3 Curtailment of Gas Service During an Emergency (Contd)

F. Curtailment Priorities (Contd)

(b) If, after having exhausted all available options to minimize the use of natural gas, conditions are such that curtailment of any portion of the remaining gas service to the electric utility will induce the implementation of the Emergency Electrical Procedures, then Priority One capacity shall be allocated to the electric utility:

(i) Sufficient to obviate the need to implement short-term Emergency Electrical Procedures during the first week of the gas emergency provided that the Company has not invoked curtailment of Priority One Customers. If, however, the emergency is of such a severe nature that Priority One Customers must be curtailed, then the Company shall provide sufficient gas service to the electric utility to allow it to maintain its system integrity as it implements, to the fullest extent required by the emergency, both its short-term and long-term Emergency Electrical Procedures.

(ii) Or, if the Company has invoked curtailment priorities to a level no deeper than Priority Two, the Company shall provide the electric utility sufficient Priority One service to enable it to avoid the implementation of short-term Emergency Electrical Procedures during the first week of the gas emergency, and sufficient to avoid implementing long-term Emergency Electrical Procedures requiring public notification.

G. Diversion of Customer-Owned Gas During Gas Emergencies

If the Company determines that its ability to deliver gas is inadequate to support continuous service to its Customers on its system and it diverts Customer gas for Company use under an OFO or enforces the curtailment plan established in this rule, the Company shall give end user transportation Customers the option to 1) have their diverted or curtailed Deliveries injected into storage with the suspension of any penalties and with no other additional charges; or 2) within 90 days, sell to the Company their flowing pipeline supplies that have been *diverted or* curtailed. The price of the purchased gas will be limited to the higher of a) the customer's reasonable costs associated with using alternate fuels during the period of diversion, b) the actual cost of the customer's diverted gas, or c) the highest city gate price of gas for the Company's end users contained in the publication Gas Daily, delivered into the Company's system during the period of diversion. The Company shall not divert gas from transportation Customers who do not have title to the gas being transported unless the owner of such gas voluntarily agrees that its gas may be purchased, borrowed or otherwise diverted by the Company pursuant to Option 1 or 2 above. Nothing in these rules relieves the Company from its obligation, under Act 304, of demonstrating the reasonableness and prudency of its gas purchases.

H. Rate Adjustments

A customer shall not be liable for any part of a monthly service charge provided in a Rate Schedule if such customer's consumption under that rate is completely curtailed for the entire billing period. No other rate adjustments will be permitted unless otherwise provided by contract.

(Continued on Sheet No. C-18.00)

(Continued From Sheet No. C-17.00)

C3. CURTAILMENT OF GAS SERVICE (Contd)

C3.3 Curtailment of Gas Service During an Emergency (Contd)

I. Enforcement

(1) The Company reserves the right to take special daily meter reads during periods when *pre-curtailment or* curtailment has been instituted pursuant to Part C3.3 of this rule. The Company reserves the right to inspect the customer's equipment, to install special metering, and to immediately physically interrupt gas service for violations of this rule. Once gas service is terminated, the Company may withhold such service during the period of the curtailment until it is satisfied that the terms and conditions of this rule will be observed.

(2) There is nothing in this rule that shall prevent a customer from challenging before the Commission the continuation of a curtailment or that shall abridge the customer's right to appeal any such determination to the Commission.

J. Billing

The Company shall have up to 6 months to assess adjustments to the customer's bill which may include applicable credits or excess charges.

K. Penalty

1. ***Deficiency Charge*** *– After the Company has provided actual oral or written notice of implementation of pre-curtailment activities requiring transportation Customers to deliver the OFODQ Min., on any Gas Day where the transportation Customer has not nominated and delivered their required gas to the Company, the volume that falls short of the Customer's requirements shall be subject to a Deficiency Charge. The Deficiency Charge shall be calculated as the highest price reported for the Mich Con, Consumers Energy and Chicago LDCs during the required delivery period as reported by Gas Daily or, in the event that Gas Daily discontinues its reporting of such prices, a comparable reporting service, plus $10 per Mcf, which will be applied in addition to the charges on the applicable Rate Schedule. The Company shall not apply a Deficiency Charge under this provision for a given Gas Day to any transportation Customer that fails to bring in its OFODQ Min on one or more Gas Days during the curtailment or pre-curtailment period, if the transportation Customer provides documentation that the transportation Customer's previously contracted receipt capacity, for that Gas Day was lower than the transportation Customer's Maximum Daily Quantity (MDQ) as described in Section E 1.1. of this Rate Book, and the transportation Customer brought in the full amount of its previously contracted receipt capacity on that Gas Day. For purposes of the preceding sentence, "previously contracted receipt capacity" refers to natural gas commodity and associated transportation to Consumers Energy's system that the transportation Customer had under contract for receipt during the Gas Day before the date and time that the pre-curtailment requirement for that Gas Day was put into effect.*

2. ***Excess Use Charge*** *– Any gas used by a Customer in excess of the volumes authorized during the period when a pre-curtailment or curtailment has been instituted pursuant to Part C3.3 of this rule will be subject to excess use charges if the Company is aware of non-compliance. The excess use charge shall be calculated as the highest price reported for the Mich Con, Consumers Energy and Chicago LDCs during the required delivery period as reported by Gas Daily or, in the event that Gas Daily discontinues its reporting of such prices, a comparable reporting service, plus $10 per Mcf, which will be applied in addition to the charges on the applicable Rate Schedule.*

Failure to pay a Deficiency Charge or Excess Use Charge when rendered shall subject the customer to termination of gas service.

C3.4 Limitation of Liability

The Company shall, when acting reasonably and prudently in accordance with these rules, not be liable for any loss, cost, damage, injury, or expense *(incidental or consequential)* that may be sustained by *the* customer by reason of partial or complete curtailment of gas service.

(Continued on Sheet No. C-19.00)

(Continued From Sheet No. C-18.00)

C4. APPLICATION OF RATES

C4.1 Classes of Service

The rates specified in this schedule are predicated upon the delivery of each class of service to a single metering point for the total requirements of each separate premises of the customer, unless otherwise provided for in the Company's Gas Rate Book.

Service to different delivery points and/or different classes of service on the same premises shall be separately metered and separately billed. In no case shall service be shared with another premises or transmitted off the premises to which it is delivered.

C4.2 Choice of Rates

In some cases the customer is eligible to take service under a choice of rates. Upon request, the Company shall advise the customer in the selection of the rate which will give the customer the lowest cost of service, based on the information available, but the responsibility for the selection of the rate lies with the customer.

After the customer has selected the rate under which the customer elects to take service, the customer shall not be permitted to change from that rate to another rate until at least 12 months have elapsed. The customer shall not be permitted to evade this rule by temporarily terminating service. However, the Company may, at its option, waive the provisions of this paragraph where it appears that an earlier change is requested for permanent rather than for temporary or seasonal advantage. The Effective Date of a rate change under this rule shall be the beginning read date of the next bill issued, providing the Company was notified 30 days prior to the Effective Date. The intent of this rule is to prohibit frequent shifts from rate to rate.

No refund shall be made of the difference in charges under different rates applicable to the same class of service.

C4.3 Application of Residential Usage and Non-Residential Usage

A. Residential Usage and Rate Application

For purposes of rate application "residential usage" shall be usage metered and consumed within an individual household, and reasonably appurtenant and related to and normally associated with such a household, for such applications as space conditioning, cooking, water heating, refrigeration, clothes drying, incineration, lighting and other similar household applications.

The term "household" includes single-family homes, farm homes, seasonal dwellings, duplexes, and individual living units within mobile home parks, condominiums, apartments and cooperatives; provided, however, to qualify for residential usage a household must have the normal household facilities such as bathroom, individual cooking and kitchen sink facilities, and have received an occupancy permit or similar instrument, if issued, by the local governing authority. Customers requiring temporary gas service for a residential dwelling under construction shall be served under General Service Rate GS-1 Temporary Construction Service until a permit for occupancy is obtained for the premises.

The term "principal residence customer" is a customer who takes service at a permanent, year-round dwelling which is his/her Principal Residence throughout the year. The residence address would normally be the customer's voting address and the address used on the customer's driver's license.

(Continued on Sheet No. C-20.00)

(Continued From Sheet No. C-19.00)

C4. APPLICATION OF RATES (Contd)

C4.3 Application of Residential Usage and Non-Residential Usage (Contd)

A. Residential Usage and Rate Application (Contd)

(1) Private Family Dwellings:

Private family dwellings where individual Household usage is separately metered and consumed shall be billed on Residential Service Rate A. A private family dwelling shall include:

(a) a single-family home
(b) a farm home
(c) a seasonal dwelling
(d) a duplex
(e) a separately metered mobile home
(f) a separately metered Household within a condominium
(g) a separately metered Household within an apartment complex
(h) a separately metered Household within a cooperative complex
(i) a separately metered generator to serve a residential Household

(2) Homes or Dormitories for Groups Other Than Private Family Dwellings:

Tourist homes, rooming houses, dormitories, nursing homes and other similarly occupied buildings containing sleeping accommodations for up to six persons where Residential Usage is metered and consumed shall be classified as residential and billed on Residential Service Rate A. The landlord and the landlord's immediate family are not included in the six-person limitation.

(3) Multifamily Dwellings Served Through a Single Meter:

A multifamily dwelling shall be considered any duplex, apartment building, mobile home park, condominium, cooperative or other grouping of Households. A multifamily dwelling served through a single meter where Residential Usage is metered and consumed shall be billed as follows:

(a) Multifamily dwellings containing two Households shall be billed on Residential Service Rate A.
(b) Multifamily dwellings containing more than two Households shall be billed on Multifamily Dwelling Service Rate A-1.

B. Non-Residential Usage and Rate Application

For purposes of rate application, "Non-Residential usage" shall be usage metered and consumed that does not qualify for Residential Usage. Non-Residential usage includes usage associated with the purchase, sale, or supplying (for profit or otherwise) of a commodity or service by a public or private person, entity, organization or institution. Non-Residential usage includes usage associated with penal institutions, corrective institutions, motels, hotels or swimming pool heater usage that is separately metered at a private family dwelling that is taking service under a gas residential service rate.

Non-Residential Usage shall be billed on the Company's appropriate General Service Rate.

Tourist homes, rooming houses, dormitories, nursing homes and other similarly occupied buildings containing sleeping accommodations for more than six persons shall be classified as Non-Residential and billed on the appropriate General Service Rate. The landlord and the landlord's immediate family are not included in the six-person rule.

(Continued on Sheet No. C-21.00)

(Continued From Sheet No. C-20.00)

C4. APPLICATION OF RATES (Contd)

C4.3 Application of Residential Usage and Non-Residential Usage (Contd)

C. Combined Residential and Non-Residential Usage and Rate Application

When the gas supplied to a customer is used for both residential and Non-Residential purposes, the piping may be so arranged that the residential and Non-Residential Usage is metered separately. Each type of usage shall be billed on the appropriate rate. If the usage is not separately metered, the combined usage shall be billed on the appropriate General Service Rate.

C4.4 Resale

No customer shall resell gas service to others. The renting of premises with the cost of gas service included in the rental as an incident of tenancy, the sale of gas to transient tenants or supplying gas under the terms of Rates CC, ST, LT, XLT and XXLT are not considered to be a resale of such service.

C4.5 Mobile Home Park - Individually Served

For purposes of this rule, the definition of a mobile home park is a parcel or tract of land under the control of a person upon which three or more mobile homes are located on a continual, non-recreational basis and which is offered to the public for that purpose regardless of whether a charge is made therefore, together with any building, structure, enclosure, street, equipment, or facility used or intended for use incident to the occupancy of a mobile home.

Service to separately metered mobile homes shall be billed on Residential Service Rate A.

The Mobile Home Park shall be of a permanent nature with improved streets and with individual water and sewer connections to each lot. Ordinarily, gas service to a mobile home shall be in the name of the occupant. However, service to lots designated for occasional or short-term occupancy shall be in the name of the owner of the park or an authorized representative.

At the request of the owner of the Mobile Home Park or an authorized representative, the Company shall install gas distribution mains in accordance with Rule C8, Customer Attachment Program, for any Mobile Home Park qualifying hereunder.

The owner of the park or an authorized representative shall provide the Company with the necessary easement for construction, operation, maintenance and replacement of the Company's facilities on the park property. The owner of the Mobile Home Park or an authorized representative shall provide, own, install and maintain, in accordance with Company specifications, suitable meter and regulator pedestals of a design subject to approval of the Company. The owner of the park or an authorized representative shall provide, own, install and maintain the facilities from the outlet side of the meter and regulator to each mobile home.

(Continued on Sheet No. C-22.00)

(Continued From Sheet No. C-21.00)

C4. APPLICATION OF RATES (Contd)

C4.6 Centrally Metered Installation

A. Definition of a Centrally Metered Installation

(1) A centrally metered installation, defined by order of the Commission dated April 29, 1974 as amended June 10, 1974 in Case No. U-4211, December 7, 1989 in Case No. U-8924, and dated November 21, 2006 in Case No. U-14547is one which meets all of the following conditions:

(a) The complex is served by a single meter installation; and

(b) The pipe is buried underground from the central meter installation to the location at which each service line enters each building or mobile home at its outside wall, and

(i) where the complex consists of buildings, two or more separate buildings, such as apartments, multifamily dwellings, dormitories or similar type buildings are supplied with gas and at least two buildings so supplied contain four or more living units, or

(ii) where the complex consists of mobile homes, four or more mobile homes used as living units are supplied with gas.

(2) A centrally metered installation may also be an individual building served by a single meter installation where gas is provided to multiple living units.

(3) Multiple living unit usage shall consist of the gas supplied for the individual dwelling units as well as all usage normally associated with buildings containing multiple living units.

(4) All buried pipe from the outlet side of the Company's meter up to the outlet of the regulator on the customer side of the meter on the outside wall of each structure served, in addition to the pipe from the property line to the meter, shall be utility-owned or utility-operated lines.

(5) Penal and corrective institutions are not considered to be centrally metered installations.

B. New Centrally Metered Installation

New Centrally Metered Installations will be allowed after May 24, 1996. The cost of the gas main extension and all service lines (as defined in A, above) shall be paid for in accordance with the Company's Rule C8., Customer Attachment Program. All lines between the Company's existing distribution system and the outside wall of each structure containing living units supplied with gas shall be installed, owned, operated and maintained by the Company.

C. Addition to an Existing Centrally Metered Installation

At the customer’s request, the Company shall extend gas service to an addition to an existing Centrally Metered Installation. Additional lines shall be installed in accordance with Rule C8, Customer Attachment Program, and all other provisions within this Rule C4.6., Centrally Metered Installation.

(Continued on Sheet No. C-23.00)

(Continued From Sheet No. C-22.00)

C4. APPLICATION OF RATES (Contd)

C4.6 Centrally Metered Installation (Contd)

D. Customer-Owned Centrally Metered Installation Installed Prior to May 24, 1996

Where a customer owns the service lines in a Centrally Metered Installation, the customer must inspect, operate and maintain the installation in accordance with applicable code requirements or must enter into a contract with a person who is qualified to inspect, operate and maintain the installation in accordance with applicable code requirements. The Company shall offer the customer a contract which provides for operation and maintenance in accordance with applicable code requirements. Under the terms of the contract, the Company shall be permitted to recover the direct cost for service performed plus an appropriate administrative overhead.

E. Conversion of a Centrally Metered Installation to Individual Meters

Where a centrally metered gas customer requests conversion from a single meter serving more than one household to separate meters serving individual households, the customer shall pay a nonrefundable contribution in aid of construction equal to the cost of:

(1) Installation of meters and regulators, but not the cost of meters and regulators.
(2) Relocation of any service lines.
(3) Additional service lines.
(4) Additional main in accordance with Rule C8., Customer Attachment Program, and all other provisions included within this Rule C4.6.
(5) Removal of existing facilities.
(6) Connection Fee required in accordance with Rule C8., Customer Attachment Program.

The customer shall receive credit toward these costs for the salvage value of the facilities removed except meters and regulators. Payment for gas service billed through the individual meters shall be the responsibility of the centrally metered customer who requests the conversion until the occupant of a household requests gas service in his or her own name.
The customer or the customer's agent shall continue to provide, own, install and maintain facilities beyond the outlet of the Company's meter.

C4.7 Aggregation of Accounts

A customer may qualify for aggregation of accounts under Option A or B below. Aggregation is available to Gas Customer Choice (GCC) Customers under Option A: Contiguous Facilities.

Option A: Contiguous Facilities

When an industrial or commercial customer purchasing gas under General Service Rate Schedule GS, from an Authorized Gas Supplier (GCC) or a commercial and/or industrial transportation customer transporting gas under the Transportation Rate Schedule occupies a group of buildings or parts of buildings which are exclusively used by such customer as a unitary enterprise under a common ownership or leasehold, the quantities of gas supplied to such buildings or parts of building under the same Rate Schedule will be added for the purpose of determining the amount of the bill which such customer shall receive for service, provided:

A. The buildings or parts of buildings are situated upon the same parcel or contiguous parcels of land and are exclusively occupied and used by the customer as a unitary enterprise at one location and under one management; or

(Continued on Sheet No. C-24.00)

(Continued From Sheet No. C-23.00)

C4. APPLICATION OF RATES (Contd)

C4.7 Aggregation of Accounts (Contd)

Option A: Contiguous Facilities (Contd)

B. The building or parts of buildings, separated by a public street or alley (but not including a limited-access highway), are situated upon parcels of land which occupy wholly or in part immediately opposite street frontages on the same street or alley and are exclusively occupied and used by the customer as a unitary enterprise at one location and under one management.

C. The facility designated as the *principal* account shall be subject to and billed under the provisions of its General Service Rate Schedule, Gas Customer Choice Rate Schedule or Transportation Rate Schedule and will pay the *principal* customer charge and the applicable distribution charge or transportation rate. Facilities designated as contiguous to the *principal* account will pay the contiguous customer charge and the applicable distribution charge or transportation rate in effect for its *principal* General Service Rate Schedule, Gas Customer Choice Rate Schedule or Transportation Rate Schedule.

Option B: Non-Contiguous Facilities

A customer receiving gas service at multiple facilities under a 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 *principal* account. The *principal* account must be a transportation account under Rate ST, LT, XLT or XXLT.

B. Only subsidiary accounts will be eligible for aggregation with the *principal* account. To qualify as a subsidiary account a facility must be served under a sales service Rate Schedule (Rate A, A-1, GS). The customer must specify which of the other facilities will be designated as a subsidiary account.

C. The facility designated as the *principal* account shall be subject to and billed under the provisions of its transportation tariff. Facilities designated as subsidiary accounts shall be subject to all the terms and conditions of the *principal* account tariff, except that the subsidiary accounts will pay the customer charge and distribution charge in effect for their designated sales rates rather than the customer charge and transportation charge in effect for the *principal* account.

C5. CUSTOMER RESPONSIBILITIES

C5.1 Access to Customer's Premises

The Company's authorized agents shall have access to the customer's premises at all reasonable hours, to install, inspect, read, repair, relocate or remove its meters; to install, operate, maintain, relocate and remove other Company property, and to inspect and determine the load characteristics of appliances installed on the customer's premises. Neglect or refusal on the part of the customer to provide reasonable access shall be sufficient cause for shutoff of service by the Company, and assurance of access may be required before service is restored.

C5.2 Bills and Payments

A. Billing Frequency

Bills for gas service shall be rendered on approximately a monthly basis, and shall be due and payable on or before the due date shown on each bill.

(Continued on Sheet No. C-25.00)

(Continued From Sheet No. C-24.00)

C5. CUSTOMER RESPONSIBILITIES (Contd)

C5.2 Bills and Payments (Contd)

B. Meter Reads and Estimated Bills

The Company shall schedule meters to be read on approximately a monthly basis and will attempt to read meters in accordance with such schedule.

When the Company is unable to obtain an actual meter reading, the bill shall be estimated on the basis of past service records, adjusted, as may be appropriate. Where past service records are not available or suitable for use, such billing shall be based upon whatever other service data are available. Each such account shall be adjusted as necessary each time an actual meter reading is obtained.

C. Customer Meter Reads

Bills rendered for gas service for periods for which readings were not obtained shall have the same force and effect as those based upon actual meter readings. Any customer may read his/her own meter and provide the readings to the Company on a secure Company website, by telephone or on appropriate forms which shall be provided by the Company.

D. Responsibility for Payment

The customer is responsible for the payment of bills until service is ordered shut off or terminated and the Company has had reasonable time to secure a final meter reading.

E. Due Date

The Company shall allow each customer a period of not less than 21 calendar days, from the date the bill was transmitted to pay in full.

If a bill remains unpaid and not in dispute five days after its due date, the Company shall then have the right to issue to the customer a notice of intent to shut off service ten days or more after issuance of the notice.

F. Late Payment Charge

The Company shall assess a late payment charge as authorized by the Company's Gas Rate Book.

G. Returned Bill Payments

A check, debit card, credit card or other form of payment remitted as a bill payment and returned or an authorized prepayment not honored by the bank or financial institution against which it is drawn shall be rebilled to the customer's account. A $15.00 charge shall be assessed to the customer for processing a payment or an authorized prepayment returned by a bank or other financial institution for reason of insufficient funds, account closed, no account and similar situations, excluding bank or financial institution errors.

(Continued on Sheet No. C-26.00)

(Continued From Sheet No. C-25.00)

C5. CUSTOMER RESPONSIBILITIES (Contd)

C5.2 Bills and Payments (Contd)

H. Billing Error

(1) Overcharge

If a customer has been overcharged as a result of incorrect reading of the meter by a Company representative, incorrect remote meter read, incorrect meter constant or pressure factor, incorrect calculation of the applicable rate, incorrect application of the Rate Schedule, failing to provide a monthly bill to the customer at the end of a billing cycle, a meter switched by the Company or a Company representative, or other similar reasons, the amount of the overcharge shall be adjusted, refunded, or credited to the customer promptly upon discovery by the Company. The Company shall not make retroactive adjustments when the customer has not notified the Company as to pertinent conditions of service. The Company is not required to adjust, refund or credit an overcharge beyond the three-year period immediately preceding discovery of the overcharge, unless the customer is able to present a record establishing an earlier date of occurrence or commencement of the overcharge.

(2) Undercharge

(a) If a customer has been undercharged as a result of incorrect reading of the meter by a Company representative, incorrect remote meter read, incorrect meter constant or pressure factor, incorrect calculation of the applicable rate, incorrect application of the Rate Schedule, failing to provide a monthly bill to the customer at the end of a billing cycle, a meter switched by the Company or a Company representative, or other similar reasons, the undercharge may be billed to the customer subject to Section H(2)(b) of this rule. The Company shall not make retroactive adjustments when the customer has not notified the Company as to pertinent conditions of service.

(b) Except in cases of energy theft, stolen meter, switched meter by someone other than the Company or a Company representative, back billing of customers is limited to the one-year period immediately preceding the discovery of the undercharge. The customer shall be given a reasonable time in which to pay the amount of the back billing and service shall not be shut off during this time for nonpayment of the amount of the back billing.

I. Meter Error or Non-registering Meter

(1) Overcharge

If a customer has been overcharged as a result of a meter error or non-registering meter, the amount of the overcharge shall be adjusted, refunded or credited to the customer promptly upon discovery by the Company in accordance with R 460.115, Meter accuracy and errors *for electric and gas customers*.

(Continued on Sheet No. C-27.00)

(Continued From Sheet No. C-26.00)

C5. CUSTOMER RESPONSIBILITIES (Contd)

C5.2 Bills and Payments (Contd)

I. Meter Error or Non-registering Meter (Contd)

(2) Undercharge

If a customer has been undercharged as a result of a meter error or non-registering meter, the amount of the undercharge may be billed to the customer in accordance with R 460.115, Meter accuracy and errors *for electric and gas customers*.

J. Energy Theft, Stolen Meter and Switched Meter

In cases where metered or unmetered energy theft, stolen meter or switched meter by someone other than a Company representative are involved, refunds and back billings are for the determined duration of the period. Where the duration cannot be reasonably established or estimated, the Company shall adjust the billing for the past three years on the basis of actual monthly consumption determined from the most recent 36 months of consumption data.

Metered or unmetered energy theft includes but is not limited to tampering, unauthorized use, diversion and interference. For purposes of this rule, a stolen meter is classified as any meter not specifically assigned to that service location by the Company. For purposes of this rule, a switched meter is classified as a meter incorrectly assigned to a customer resulting in the customer being billed for another customer's consumption.

The Company reserves the right to recover all unbilled service revenue and costs associated with the theft of energy, Stolen Meter or Switched Meter. The offending customer, who intentionally stole a meter, switched a meter or who was intentionally involved in energy theft shall pay all associated costs including costs for discovery, investigation and rewards for discovery. The customer who did not intentionally steal a meter, switch a meter or who did not intentionally become involved in energy theft shall pay for their energy usage according to Section H of this rule.

The owner of a multiple-metered building shall be responsible for accurately tracing all fuel lines and for tagging such fuel lines with Company-provided tags to assure individual units are properly metered. The Company shall not set the meters until the fuel lines are identified. The owner of a multiple-metered building could be held responsible for any under recovery of revenues resulting from improperly tagged meters. Any future expense of tracing fuel lines due to instances of Switched Meters related to errors in tracing and tagging of such fuel lines shall be the responsibility of the current owner of the multiple-metered building.

C5.3 Restoration of Service

Restoration charges and meter relocation charges shall be made by the Company to partially cover the cost of shutting off, terminating and restoring service.

Where service has been shut off for reasons as outlined in Rule C1.3, Use of Service, or where service is restored following a voluntary termination within less than twelve months of that termination by the same customer at the same location, a restoration charge of $50.00 shall be collected from the customer whose service was shut off if service was shut off at the customer's meter or at the curb valve. If an excavation was necessary to shut off service, a restoration charge of $500 shall be collected from the customer whose service was shut off. The Company shall provide a minimum of 48 hours' notice to the customer that excavation is to be scheduled through a tag left on the premises or notification by mail.

(Continued on Sheet No. C-28.00)

(Continued From Sheet No. C-27.00)

C5. CUSTOMER RESPONSIBILITIES (Contd)

C5.3 Restoration of Service (Contd)

Where service has been shut off for reasons as outlined in Rule C1.3., Use of Service, a meter relocation charge, if applicable, and assessed in accordance with Rule B2., Consumer Standards and Billing Practices for Electric and Natural Gas Service, R 460.116, Meter relocation, and R 460.144, Restoration of Service, shall be collected from the customer whose service was shut off. The Company shall charge the customer for relocating the meter, based on the Company's current cost.

The restoration charge and meter relocation charge, if applicable, shall be billed to the customer and shall be paid before service is restored.

An On-Premises Site Visit Charge of $15.00 shall be assessed to the customer if a Company employee is sent to the premises to either serve the customer with a shut-off notification or to shut off service, unless the customer presents evidence that reasonably indicates the claim has been satisfied or is currently in dispute. The charge shall be applied to the customer account. The Company shall not assess this fee twice on the same notice for shutoff.

In the case of shutoff of service, the Company shall restore service only after the customer has paid all applicable charges authorized by its Gas Rate Book, subject to the customer's right to dispute such charges as set forth in Rule B2., Consumer Standards and Billing Practices for Electric and Natural Gas Service.

C5.4 Shutoff Protection Plan for Residential Customers

A. Eligibility

Eligible low-income customers and senior citizen customers may choose to participate in the Shutoff Protection Plan (SPP) in lieu of the applicable Winter Protection Plan as described in Rule B2., Consumer Standards and Billing Practices for Electric and Natural Gas Service, R 460.131, Winter Protection Plan for Eligible Low-income Customers, or R 460.132, Winter Protection Plan for Eligible Senior Citizen Customers. For purposes of this Company rule, an eligible low-income customer means a utility customer who has not had more than one default condition on the SPP in the last twelve months and whose household income does not exceed 200% of the federal poverty guidelines as published by the United States Department of Health and Human Services or who receives supplemental security income or low-income assistance through the Department of Human Services or successor agency, food stamps, or Medicaid. In addition, an eligible senior citizen customer means a utility customer who has not had more than one default condition on the SPP in the last twelve months, is 65 years of age or older, and advises the utility of his or her eligibility. An eligible customer enrolled in the SPP shall be referred to as an SPP Customer. Customers may become eligible for a modified SPP as provided for in Rule C5.4. B., Shutoff Protection Plan for Residential Customers – Enrollment.

(Continued on Sheet No. C-29.00)

(Continued From Sheet No. C-28.00)

C5. CUSTOMER RESPONSIBILITIES (Contd)

C5.4 Shutoff Protection Plan for Residential Customers (Contd)

B. Enrollment

An eligible customer may enroll at any time of the calendar year in the SPP. Where unauthorized use of utility service has not occurred, to enroll an eligible customer must (1) contact the Company and indicate that they wish to enroll, (2) be able to demonstrate that he or she has made application for state or federal heating assistance, or has a household income that does not exceed 200% of the federal poverty guidelines as published by the United States Department of Health and Human Services or receives supplemental security income or low-income assistance through the Department of Human Services or successor agency, food stamps, or Medicaid,(3) within 14 days of a customer calling to enroll in the SPP, have completed the enrollment process by paying a minimum down payment of 10% of the total amount owed to the Company at the time of the request to enroll. An eligible customer is not enrolled in the SPP until the enrollment requirements are fulfilled. Customers previously enrolled in the SPP the last twelve months who default may be permitted to re-enroll in a modified SPP payment arrangement, at the discretion of the Company, if they have demonstrated a willingness to satisfy the terms of the payment plan through their payment history or have received assistance that will improve the customer's ability to satisfy the payment arrangements. The modified SPP repayment period shall not exceed 24 months.

Customers who enroll in the SPP who have not been enrolled in the SPP for more than twelve months may not be required to pay a deposit or reconnection fee, if applicable. Customers who enroll in the SPP who were previously enrolled in the SPP in the last twelve months and removed due to default may be required to pay a deposit and a reconnection fee, if applicable.

Where unauthorized use of utility service has occurred, the customer must pay 100% of the portion of charges that are the result of the unauthorized use. Upon receipt of payment, the customer shall be considered eligible if all other eligibility requirements are met. The customer may then enroll under the conditions described previously. The payment of unauthorized use charges may be made at the same time as the down payment of the total amount owed to the Company is made. In the event that the down payment of the total amount owed to the Company is made without payment of the unauthorized charges at the same time or previously, the payment received shall first be applied to the unauthorized charges.

In the event that an eligible customer has contacted the Company to indicate a wish to enroll but the requirements so described are not met in full, the eligible customer shall then be subject to credit action as though no contact with the Company had occurred. In the event that all Company obligations to shut off service have been met, the eligible customer shall receive a minimum of one communication at least 24 hours prior to shutoff of service.

C. Customer Protection

Once enrolled in the SPP, a utility shall not shut off service to a SPP Customer if the customer pays to the Company a monthly amount equal to 1/12th of the estimated annual bill for the SPP Customer and a Company-specified amount between 1/12th and 1/24th of any remaining delinquent balance owed to the Company at the time of the enrollment. The Company shall have the right to deny or shut off service in accordance with Rules and Regulations of the Company as authorized by the Michigan Public Service Commission outlined in Rule C1.3., Use of Service and in Rule C5.1., Access to Customer’s Premises. While the customer is enrolled in the SPP and payments are made by the due date of the amount due shown on the bill, no late payment charges will be assessed. The SPP Customer may participate in the SPP for a maximum period of 24 months or until the delinquent charges are eliminated and the SPP Customer is able to pay his or her regular monthly energy bills.

(Continued on Sheet No. C-30.00)

(Continued From Sheet No. C-29.00)

C5. CUSTOMER RESPONSIBILITIES (Contd)

C5.4 Shutoff Protection Plan for Residential Customers (Contd)

C. Customer Protection (Contd)

The estimated annual bill for the SPP Customer and the delinquent balance due may be recalculated periodically by the Company. The Company may also recalculate the estimated annual bill and the delinquent balance due upon the transfer of a balance owed on another account in compliance with Rule B2., Consumer Standards and Billing Practices for Electric and Natural Gas Service.

D. Default

Should a SPP Customer fail to make payment by the due date, a shutoff notice specific to this SPP shall be issued but shall comply with the requirements of Part 8 of Rule B2., Consumer Standards and Billing Practices for Electric and Natural Gas Service. If the SPP Customer makes payment before the date provided for shutoff of service, the customer shall not be considered to be in default but shall remain in the SPP. If the SPP Customer makes payment after this date, the SPP Customer shall be in default and shall be removed from the SPP. The customer shall be subject to shutoff, provided the 24-hour notice was made by the Company.

E. Participation in Other Shutoff Protection Plans

Customers eligible to participate under the Winter Protection Plan for Eligible Low Income Customers, Rules R 460.131 and R 460.132, Winter Protection Plan for Eligible Senior Citizens Customers will be required to waive their rights to participate under the Winter Protection Plan in order to participate in the Plan. Upon enrollment, the Company shall send written confirmation of the enrollment terms and include notice of this provision.

C5.5 Customer-Selected Due Date Program

Notwithstanding other provisions in this tariff book, the Company, at its discretion, may provide its combination electric and gas service customers the option to select the day of the month on which their bill is due, regardless of the meter read date. Participating customers must have an electric AMI transmitting technology meter.

Participation in the Customer-Selected Due Date Program is available to customers, as determined by the Company, when technically feasible based on the customer's selected rate and billing options. Customers not eligible to participate include, but not limited to, customers billed on a calendar-month basis or customers on Gas Transportation or Gas Outdoor Lighting rates.

The Customer-Selected Due Date Program is only available for the following rate categories: Residential (A and A-1) and General Service (GS-1, GS-2 and GS-3).

(Continued on Sheet No. C-31.00)

(Continued From Sheet No. C-30.00)

C5. CUSTOMER RESPONSIBILITIES (Contd)

C5.6 Gas Non-Transmitting Meter Provision

Customers served on Residential Service Rates A or A-1 and General Service Rates GS-1 have the option to choose a non-transmitting Gas meter. In order for a customer to be eligible to participate in the Gas Non-Transmitting Meter Provision, the customer must have a gas meter that is accessible to Company employees and the customer shall have zero instances of unauthorized use, theft, fraud and/or threats of violence toward Company employees. Customers paying the monthly charge for the Electric Non-Transmitting Meter Provision within the Company's service territory are not subject to Gas Non-Transmitting Meter Provision charges.

Gas-only utility service customer electing a Gas Non-Transmitting Meter will pay the following charges per premises or billing meter:

Up Front Charge:	$109.94	a one-time charge per billing meter per request if the notice is given before the transmitting meter is installed
	OR	
	$177.53	a one-time charge per billing meter per request if the notice is given after the transmitting meter is installed
Monthly Charge:	$6.03	per month at each premises as defined in Rule B1., Technical Standards for Gas Service. Multiple metered units shall be charged per billing meter.

All standard charges and provisions of the customer's applicable tariff shall apply.

C5.7 Extreme Weather Conditions Policy

The Company shall delay, suspend, or cancel manual and remote involuntary shutoff of residential natural gas service for nonpayment during qualifying extreme weather conditions. The Company will apply this suspension without preferential treatment among classes of residential customers.

Qualifying extreme weather conditions exist when the Company's review of weather information for an applicable Company-designated region indicates any of the following:

(a) actual temperatures above 90°F,
(b) actual temperatures below 15°F, or
(c) wind chills below 0°F.

The Company will evaluate conditions for its Company-designated regions using weather.gov, weather.com, and accuweather.com and will use the average of the weather information reported by those sources to determine whether qualifying extreme weather conditions exist. When qualifying extreme weather conditions exist, the suspension of shutoff activity will apply to residential customers in the affected Company-designated region for as long as the qualifying extreme weather condition continues in that region. The suspension does not waive the customer's obligation to pay for electric or natural gas service, and the Company may continue lawful collection activity during that time.

(Continued on Sheet No. C-32.00)

(Continued From Sheet No. C-31.00)

C6. METERING AND METERING EQUIPMENT

The customer shall provide and maintain, free of expense to the Company, space suitable for the meter set assembly, regulator, meter and other metering facilities located in accordance with the following:

New Residential Service – shall be outside at a point of attachment designated by the Company.

New Commercial and Industrial Service – shall be outside, but if not feasible, then at the point of service line entrance designated by the Company.

Mobile Home Service – shall be on an outside meter pedestal of a design approved by the Company and which the mobile home park owner or authorized representative shall provide, own, install and maintain in accordance with Company specifications.

The customer shall permit only authorized agents of the Company, or other personnel lawfully authorized to do so to initiate service or to inspect, test, repair or remove Company-owned equipment. If the meter set assembly regulator, meter or metering facilities are damaged or destroyed through the neglect of the customer, the cost of necessary repairs or replacements shall be paid by the customer.

The Company shall test meter accuracy upon request of a customer if the customer does not request a test more than once every two years, and if the customer agrees to accept the results of the test as the basis for determining the difference claimed. No charge shall be made to the customer for the first test in any five-year period, but if subsequent tests during the same period, for the same customer, show the meter to be within the allowable limits of accuracy, the Company shall charge the customer for subsequent tests based on the Company's current costs. The charge to a customer for a meter test shall be filed with the Commission at least thirty days prior to being amended. If such test reveals the meter registration to be outside the accuracy limits prescribed in these rules, the cost of the test shall be refunded and a billing adjustment made. The customer may be present at the time of the test if the customer makes a request prior to the test. A written report shall be made to the customer by the Company and the Company shall maintain a record of the test.

C7. GAS COST RECOVERY CLAUSE AND STANDARD REFUND PROCEDURES

C7.1 Gas Cost Recovery Clause

A. Applicability of Clause

All rates for gas service, unless otherwise provided in the applicable Rate Schedule, shall include a Gas Cost Recovery Factor to allow the Company to recover the booked costs of gas sold by the Company if incurred under reasonable and prudent policies and practices.

B. Booked Cost of Gas Sold

(1) Booked cost of gas sold as used in this rule includes the following as expensed on the books of the Company:

(a) Interstate Purchases: Cost for gas service.
(b) Intrastate Purchases: Costs for gas service incurred pursuant to all contracts on file with the Commission.
(c) Company-Produced Natural Gas: Costs which vary with volume produced.
(d) Company-Produced Substitute Natural Gas: Costs for feedstock used to produce substitute natural gas.
(e) Liquefied Petroleum Gas-Air Mixture: Costs for propane used to produce a propane-gas-air mixture.
(f) Storage Gas: Net costs of gas injected and withdrawn from underground storage facilities.
(g) Purchases From Other Michigan Utilities: Costs for gas service pursuant to contracts approved by the appropriate regulatory body.
(h) Supplier Refunds and Credits: Refunds and credits from suppliers in the period realized.

(Continued on Sheet No. C-33.00)

(Continued From Sheet No. C-32.00)

C7. GAS COST RECOVERY CLAUSE AND STANDARD REFUND PROCEDURES (Contd)

C7.1 Gas Cost Recovery Clause (Contd)

B. Booked Cost of Gas Sold (Contd)

(2) Booked cost of gas sold as used in this rule specifically excludes the following items:

(a) Gas used by the Company, at the annual average booked cost of gas sold.
(b) Lost and unaccounted for gas, at the annual average booked cost of gas sold.
(c) Gas sold at a price which does not include a Gas Cost Recovery Factor, at the incremental cost from the Company's suppliers.
(d) Contract, tariff and other penalties, unless the customers of the Company benefit as a result of payment of such penalties.

C. Billing

(1) In applying the Gas Cost Recovery Factor, per Mcf or Dekatherm, any fraction of 0.01 cent shall be rounded to the nearest 0.01 cent.
(2) Each month the Company shall include in its rates a Gas Cost Recovery Factor up to the maximum authorized by the Commission as shown on Sheet No. D-5.00. For months in which the Commission has not approved a specific Gas Cost Recovery Factor, the Company may include an appropriate Gas Cost Recovery Factor in its rates if authorized by law to do so.
(3) The Gas Cost Recovery Factor shall be the same per Mcf or Ccf for each billed customer. The factor shall be placed into effect in the first billing cycle of each monthly billing period and shall continue in effect throughout all cycles in each monthly billing period.
(4) The Gas Cost Recovery Factor shall appear on all customer bills.

D. General Conditions

(1) At least 10 days prior to a billing month for which the GCR factor to be billed is to differ from that currently in effect, the Company shall file a revised Sheet No. D-5.00 to notify the Commission as to the actual factor to be billed to its customers in the subsequent month.
(2) This Gas Cost Recovery Clause is authorized by the provisions of 1982 PA 304. A copy of that act is available for public inspection at each business office of the Company. The Company shall provide a copy of the act to any customer upon request.

C7.2 Standard Refund Procedures for Gas Cost Recovery and Other Supplier Refunds

A. Receipt of Refunds by the Company

(1) Supplier Refunds

By April 15 of each year, the Company shall notify the Commission Staff of any pipeline or other supplier refunds (other than a routine billing adjustment) received during the prior twelve months ended March 31. The notification shall be in the form of a letter, and include:

(a) The amount of each refund, including interest.
(b) The date each refund was received.
(c) The source and reason for each refund.
(d) The period covered by each refund (historical refund period).

Additionally, if any portion of any pipeline or other supplier refund is properly allocable to non-GCR customers, this amount, along with any calculations of deductions wherefrom for Company Use and Lost and Unaccounted-For Gas, shall also be included in the written notification.

Failure of the Company to report a refund to the Commission Staff by the April 15 deadline shall result in an interest penalty of 50% over the normal authorized rate of return on common equity for the period of time that the Company fails to comply with the refund notification requirement.

(Continued on Sheet No. C-34.00)

(Continued From Sheet No. C-33.00)

C7. GAS COST RECOVERY CLAUSE AND STANDARD REFUND PROCEDURES (Contd)

C7.2 Standard Refund Procedures for Gas Cost Recovery and Other Supplier Refunds (Contd)

A. Receipt of Refunds by the Company (Contd)

(2) Gas Cost Recovery (GCR) Plan Reconciliation

Over/(under)-recovery amounts arising from the annual GCR Reconciliation shall be reported in accordance with the provisions of 1982 PA 304.

B. Refund Allocation

(1) Supplier Refunds

Gas supplier refunds shall normally be allocated in their entirety to GCR sales customers. Where appropriate, supplier refunds shall be allocated between GCR and Non-GCR customers on the basis of actual consumption during the historical refund period.

Deductions for Company Use and Lost and Unaccounted-For volumes may be made from the portion of the refund allocable to transportation customers based upon the actual percentages for Company Use and Lost and Unaccounted-For during the historical refund period.

C. Refund Pass-Through

(1) To GCR Customers [Roll-in Methodology]

All supplier refunds allocable to GCR customers shall be reflected as adjustments to the GCR Cost of Gas Supply in the month received and should be included in "Purchased and Produced." Adjustments to prior year's GCR under- or over-recoveries and any Commission-ordered disallowances associated with a prior GCR period, along with all other refund liabilities will be reflected separately below the cost of gas sold line for the month of effect, in order that they may be included in the month-to-month rolling over/(under)-recovery balance for purposes of interest calculation, but without their affecting the costing of Company-Use and Lost & Unaccounted-for Gas.

The Company shall maintain records as to the source amount and timing of each roll-in component.

Interest shall be accrued on the month-to-month rolling over/(under)-recovery balance at the rates specified in 1982 PA 304.

(Continued on Sheet No. C-35.00)

(Continued From Sheet No. C-34.00)

C7. GAS COST RECOVERY CLAUSE AND STANDARD REFUND PROCEDURES (Contd)

C7.2 Standard Refund Procedures for Gas Cost Recovery and Other Supplier Refunds (Contd)

C. Refund Pass-Through (Contd)

(2) To Non-GCR Customers [Traditional Methodology]

All Non-GCR customer refund liabilities shall be credited to a refund liability account to accrue interest until such time as these monies are authorized to be refunded. The interest rate for pipeline refunds, and unrefunded balances shall be the Company's' authorized rate of return on common equity.

Application for distribution of Non-GCR customer refund liabilities shall be included in the Company's annual GCR reconciliation filing.

(3) Distribution of Non-GCR Customer Refunds in General

(a) Data Retention

The Company shall maintain individual customer consumption data for a minimum period of four years. In addition, the last known address of each customer who has left the Company's system shall be maintained for the same time period.

(b) Refund Distribution Period

The refund distribution period shall correspond to the period used to allocate the refund liability except when the allocation period exceeds the 48-month retention period for individual customer consumption data.

In the event that the refund allocation period covers time periods beyond the 48-month data retention period, a more current period for which data is available may be used as the refund distribution period.

When multiple refunds are being considered in the same refund proceeding, refund liability amounts allocated to each respective rate class may be aggregated and the sum distributed using the most logical refund distribution period.

(c) Current Customers

Refunds shall be made to current customers based upon their consumption at any location in the Company's service territory during the refund distribution period. Bill credits shall appear as a separate line item on the bill and be identified as a refund. Rights to any portion of a refund shall not vest until a refund amount has been credited to a customer's bill or a refund payment to a past customer is negotiated, or an electronic payment of the refund has been successfully processed.

(Continued on Sheet No. C-36.00)

(Continued From Sheet No. C-35.00)

C7. GAS COST RECOVERY CLAUSE AND STANDARD REFUND PROCEDURES (Contd)

C7.2 Standard Refund Procedures for Gas Cost Recovery and Other Supplier Refunds (Contd)

C. Refund Pass-Through (Contd)

(3) Distribution of Non-GCR Customer Refunds in General (Contd)

(d) Past Customers

All past customers who had consumption during the refund distribution period shall be issued a refund check or issued an electronic payment of the refund, to their last known address, except that the Company is not required to issue refunds to past customers who would receive $10.00 or less, those in arrears with the Company, or to customers whose payments were returned as undeliverable from previous refunds. Rights to any portion of a refund shall not vest until a refund amount has been credited to a customer's bill or a refund check to a past customer is negotiated or an electronic payment of the refund has been successfully processed. After 180 days, amounts that have not been successfully refunded, including any returned or uncashed check shall be transferred to the refund liability account to be refunded with interest in the next refund.

(e) Customers in Arrears

Refunds made pursuant to these procedures will be applied against any past due amounts owing to the Company. The amount, if any, in excess of the amount owed will be refunded in accordance with these procedures.

(f) Refund Completion Reports

Six months after the completion of a refund distribution, the Company shall submit a completion report to the Commission Staff showing the amount actually refunded as compared to the authorized refund amount and the date the refund was completed.

(g) Unrefunded Balances

Any undistributed amounts remaining shall be rolled back into the refund liability account to accrue interest at the Company's authorized rate of return on common equity until refunded to customers in the next refund distribution.

(Continued on Sheet No. C-37.00)

(Continued From Sheet No. C-36.00)

C8. CUSTOMER ATTACHMENT PROGRAM

A. Purpose

The Company proposes to make extension of its gas mains and/or service lines from time to time, at its own cost, to serve applicants whose requirements will not disturb or impair the service to prior users or will not require an expenditure out of proportion to the revenue obtainable therefrom.

The Company reserves the right to delay or deny a request for service under this rule, if fulfilling such a request could, in the Company's opinion, create conditions potentially adverse to the Company or its Customers. Such conditions may include, but are not limited to, safety issues, system operating requirements or capital constraints. The provisions under this Rule are in addition to the existing rules and tariffs for customer gas service.

When relocation or modification of Company facilities to an existing structure with gas service is requested or made necessary by the customer, all costs for the relocation or modification shall be charged to the requesting party.

B. Customer Contribution

A customer contribution shall be required totaling the following components: Connection Fee, any Revenue Deficiency, any Excessive Service Line Fee, and any Direct Charges. Direct Charges include, but are not limited to, any specific license fees, inspection fees, or rights of way fees charged by any political subdivision for any construction provided under this rule and are to be paid directly to the Company. Direct charges shall also include an additional charge per foot for winter construction of all underground construction as installed, excluding conduit, applied to projects constructed during the period of December 15 to April 15, for installation of distribution or service facilities. This charge shall be based on periodic reviews of actual costs by the Company *and may be waived, in whole or in part, at the Company's discretion for certain changes in work schedule or when work conditions or site conditions enable efficient construction and resource deployment which permit the Company to not incur certain costs.*

Any written communication from the Company regarding construction activity and its associated contribution due from the customer, unless specified otherwise in the document, shall have an expiration date of 60 days from the date issued. If either the customer or the Company takes no action by that time, the Company shall have the right to withdraw the proposal or modify the conditions under which it was made.

The Company, at its sole discretion, may waive fees or extend the service line limit for attaching parties located at the Company's storage fields or gas well locations based on the economics of a proposed project, when provided for in writing by the Company. The Company, at its sole discretion, may also waive in writing, fees for select attaching parties or projects where work conditions or site conditions enable efficient construction and resource deployment which permit the Company to not incur certain costs.

C. Payment of Customer Contribution

The Connection Fee, Direct Charges and the Excessive Service Line Fee are payable in lump sum prior to construction. The Company may choose to collect these charges after construction, but prior to the meter being set, at the Company's discretion, when it allows the Company to better align the construction schedule with the customers' desired service dates. The Connection Fee is non-refundable. The Direct Charges and Excessive Service Line Fee are refundable if the service line has not been installed. If the service line has been installed, the Direct Charges and Excessive Service Line Fees are non-refundable. In the case of a lump sum default of payment, and after 180 days have passed, the account will automatically be set up as a fixed monthly surcharge payment.

(Continued on Sheet No. C-38.00)

(Continued From Sheet No. C-37.00)

C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

C. Payment of Customer Contribution (Contd)

Unless otherwise stated by the Company, the customer shall pay any remaining charges resulting from a Revenue Deficiency in a lump sum in advance of the facility expansion. Customers deemed by the Company to require significant investment for unpredictable operations may enter into a contract with the Company to have all or a portion of the revenue deficiency designated as a deposit subject to refund, at the option of the Company. Refunds shall not exceed the amount of the deposit and shall be based solely on any incremental increase in consumption and accompanying revenues above that recognized in the Model to calculate the customer contribution.

The Company may offer the Fixed Monthly Surcharge as an alternative payment method for the Revenue Deficiency. The Fixed Monthly Surcharge shall be payable monthly throughout the surcharge period. Billing of the Fixed Monthly Surcharge shall commence within six months following completion of construction of the main and initial service lines. The customer may at any time elect to pay off the remaining Fixed Monthly Surcharge balance with a lump sum payment equal to the present value of the remaining monthly payments. If the present value of the Fixed Monthly Surcharge is less than $200.00, the Company may require the customer to make a lump sum payment. The Fixed Monthly Surcharge is assessed to the property served such that any subsequent customer requesting gas service at the property address, once notified by the Company of the amount and duration of such surcharge, shall be liable for the Fixed Monthly Surcharge. Such notification may be verbal, written or in the form of a bill which includes the Fixed Monthly Surcharge. Failure of sellers, agents, lessors or other non-company parties to notify a customer of the Fixed Monthly Surcharge shall not relieve the customer's obligation to pay the Fixed Monthly Surcharge. Failure by the customer to timely pay the Fixed Monthly Surcharge shall result in the discontinuation, shutoff of service or denial of natural gas service.

Land developers, builders, mobile home park developments or rental units are not eligible for the Fixed Monthly Surcharge and, *unless approved by the Company,* may not be considered an unpredictable operation eligible for terms of a contract subject to refund.

D. Connection Fee

The Connection Fee is equal to $200.00 per meter. The Connection Fee is equal to $100.00 per meter for a multiple metered installation on a single structure that is served from a single service line and where all meters are set at one time.

The Company may waive the connection fee for pre-approved builders or developers when the builder or developer digs the service trench for line installation. Such trenches must be considered usable, as determined by a Company qualified individual who will directly observe installation of service line and backfill of trench. The builder or developer must have pre-approval to implement this process by the Company to ensure an understanding of the conditions and requirements of operator qualifications.

E. Excessive Service Line Fee

The Excessive Service Line Fee will be assessed to a customer whose service line requirement is in excess of the Service Line Limit. The Excessive Service Line Fee will be calculated annually to be effective March 1. The Service Line Limit for an individual service line shall be equal to the point at which the cost of the customer's service requirements are greater than the allowance based on the Cost of Service Model. The Company reserves the right to use a different Service Line Limit for different categories of customers. The Service Line Limit will be calculated annually to be effective March 1st. In calculating the average service line length for a project containing more than one customer, the maximum length of each service line to be included in the calculation is the Service Line Limit for a primary residential home.

The Company, in its sole discretion, may waive the excessive service line fee or extend the service line limit for all attaching parties based on the economics of a proposed project. Any such waiver or extension shall not be effective unless provided in writing by the Company.

(Continued on Sheet No. C-39.00)

(Continued From Sheet No. C-38.00)

C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

F. Fixed Monthly Surcharge

A Fixed Monthly Surcharge (Surcharge) will be calculated for each Customer Attachment Project (Project). The Surcharge will recover the Revenue Deficiency anticipated from the proposed Project. The Surcharge is calculated such that the present value of the anticipated Surcharges collected from the Project will equal the net present value Revenue Deficiency. The Surcharge will be recoverable over a predetermined time period, not to exceed ten years. The Company will be responsible for determining the appropriate Surcharge time period. The Surcharge will be a fixed dollar amount for all customers within the Project and will expire on the same date for all customers within the Project, regardless of when the surcharge was initially assessed to the customer. The Surcharge will not be subject to adjustment, reconciliation or refund. A customer who attaches to a Project after the surcharge period has expired or a customer, whose proposed attachment was beyond the scope of the original Project, will be treated as a separate Project.

The Company will supply, upon request by the party responsible for payment of the Surcharge, the following information for an account subject to a Surcharge: the current present value of the Surcharge balance, a report of monies paid either (a) to date for an account or (b) for a twelve-month period for an account provided the request is made within 90 days of the end of the time period requested, and the expiration date of the project. This information will be supplied at no charge to the customer once within a calendar year.

G. Customer Attachment Project

A Project may consist of a single customer, requiring only the installation of a service line and meter, or may consist of numerous customers requiring the installation of mains, service lines and meters. A Project will generally be defined as a customer or group of customers that may be served from the contiguous expansion of new distribution facilities.

H. Revenue Deficiency

A discounted Cost of Service Model (Model) will be used to calculate the Net Present Value (NPV) Revenue Deficiency anticipated from a Project. The Model will use the expected incremental revenues and incremental costs associated with the Project for each year of a twenty year period. From this information an annual net revenue excess or deficiency will be calculated. The annual net revenue excess or deficiency will be discounted and summed to determine the NPV revenue deficiency of the Project. If the NPV revenue deficiency is negative, the discounted revenues exceed the discounted costs, then an NPV revenue deficiency of zero will be used.

(Continued on Sheet No. C-40.00)

(Continued From Sheet No. C-39.00)

C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

I. Model Assumptions

Incremental Revenues:

The incremental revenues will be calculated based on current rates and a forecast of the timing and number of customer attachments as well as the customer's annual consumption levels.

Incremental Costs:

(1) Carrying Cost Rate

The carrying cost rate will be based on the weighted rate of debt, preferred stock, equity and associated taxes. The cost will be equal to and weighted in proportion to those authorized in the Company's most recent rate order. The carrying cost rate is equal to *8.73%.*

(2) Plant in Service

Plant in Service shall reflect the Company's estimated cost to construct distribution mains, customer service lines, meters and pressure regulators or regulating facilities for the Project. The timing of the facility investment, primarily service lines, will correspond with the projected timing of the customer attachments.

(3) Carrying Costs

The Carrying Costs will be the product of the average of beginning and end-of-year net plant, Plant in Service minus accumulated depreciation minus deferred taxes, multiplied by the Carrying Cost Rate, noted in paragraph 1 above.

(4) Depreciation

Depreciation expense will be the product of Plant in Service multiplied by the appropriate prescribed depreciation rates approved for the Company.

(5) Property Taxes and Other Operating Expenses

Property taxes will be the product of Plant in Service multiplied by the Company's average property tax rate. All other incremental operating expenses will be included as identified. Incremental O&M will at a minimum include a proportional cost for monthly meter reading, billing and mailing.

(6) Discount Rate

The discount rate will be a weighted rate of long-term debt, preferred stock and common equity. The cost will be equal to and weighted in proportion to those authorized in the Company's most recent rate order. Based on the Company's rate order in Case No. *U-21806*, the discount rate is equal to *7.08%.*

J. Customer Attachment Project Areas

All gas sold in any area specifically listed below is subject to the following Customer Attachment Project (CAP) charges. CAP areas and charges shall be added to or removed from the list from time to time by the Company.

(Continued on Sheet No. C-41.00)

(Continued From Sheet No. C-40.00)

C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

J. Customer Attachment Project Areas (Contd)

ADRIAN

CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires	CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires

No current projects

(Continued on Sheet No. C-42.00)

(Continued From Sheet No. C-41.00)

C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

J. Customer Attachment Project Areas (Contd)

ALMA

CAP Area		CAP Charge Per Month	Billing Month Surcharge Expires	CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires
2016692	Epley Rd, Stanton Option #2	$37.46	10/26			
2016746	Baseline Rd, Mt Pleasant	31.81	10/26			
2016783	W Jackson Rd, St Louis	63.80	10/26			
2016796	W Madison Rd #2, St Louis	74.84	10/26			
2016803	Bluegrass Rd, Mount Pleasant	53.34	10/26			
2017855	S Leaton Rd, Mount Pleasant #2	43.05	09/27			
2017995	N Blair Rd, Breckenridge	41.64	09/27			
20171247	E Blanchard Rd, Shepherd	31.81	09/27			
20181048	S Summerton Rd, Mount Pleasant	38.46	11/28			
20181098	N Leaton Rd. Mount Pleasant	47.92	07/29			

(Continued on Sheet No. C-43.00)

(Continued From Sheet No. C-42.00)

C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

J. Customer Attachment Project Areas (Contd)

BAD AXE

CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires	CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires
20171031 Gagetown Rd, Caseville	$50.58	10/27			

(Continued on Sheet No. C-44.00)

(Continued From Sheet No. C-43.00)

C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

J. Customer Attachment Project Areas (Contd)

BAY CITY

CAP Area		CAP Charge Per Month	Billing Month Surcharge Expires	CAP Area		CAP Charge Per Month	Billing Month Surcharge Expires
2015584	E Cody Estey Rd, Pinconning	$46.19	12/26				
2016681	Mackinaw Rd #2, Linwood	48.93	12/26				
2016725	Wilder, Auburn	20.26	11/26				
2016766	9 Mile Rd, Auburn	51.26	10/26				
2016777	Townline Rd, Kawkawlin	38.38	11/26				
2016807	8 Mile Rd, Kawkawlin	54.06	11/26				
2016829	S Green Rd, Bay City	66.31	10/26				
2016883	8 Mile Rd, Kawkawlin #2	54.84	11/26				
2017851	N Finn Rd, Bay City	47.43	11/27				
2017885	Oak Ridge Dr, Au Gres	73.27	10/27				
2017901	Weiss Rd, Bay City	78.40	12/28				
2017934	N Kaiser Tower Rd, Pinconning	45.76	12/28				
2017940	State Rd, Goodrich	51.35	10/28				
2017950	Conrad Rd, Standish	95.35	10/27				
2017979	Doud Rd #2, Kawkawlin	55.57	12/28				
2017988	E Hotchkiss Rd, Bay City	57.42	01/28				
2017990	E 8th St, Au Gres	55.12	10/27				
2017999	7 Mile Rd, Freeland	48.16	11/27				
20171033	Wetters Rd #2, Kawkawlin	44.67	12/28				
20171044	E River Rd, Kawkawlin	36.21	01/28				
20171088	Townline Rd, Auburn	59.64	12/28				
20171126	W Borton Rd, Essexville	44.94	01/28				
20171134	Hoover Dr, Kawkawlin	54.29	01/29				
20171156	W North Boutell Rd, Kawkawlin	52.26	11/27				
20171160	Seven Mile Rd, Kawkawlin	53.85	10/27				
20181071	E Seidlers Rd, Kawkawlin	63.34	10/29				
20181156	Hotchkiss Rd, Freeland #2	57.81	12/28				
20181223	Beaver Rd, Auburn	54.43	12/29				

(Continued on Sheet No. C-45.00)

(Continued From Sheet No. C-44.00)

C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

J. Customer Attachment Project Areas (Contd)

CADILLAC

CAP Area		CAP Charge Per Month	Billing Month Surcharge Expires	CAP Area		CAP Charge Per Month	Billing Month Surcharge Expires
2016771	Stoney Corners Rd, McBain	$48.18	12/26				
2016776	King St, Merritt	15.87	12/26				
20171074	W Stoney Corners Rd, McBain	36.20	10/27				
20171098	Bayberry Ln, Lake City	59.70	10/27				

(Continued on Sheet No. C-46.00)

(Continued From Sheet No. C-45.00)

C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

J. Customer Attachment Project Areas (Contd)

FLINT

CAP Area		CAP Charge Per Month	Billing Month Surcharge Expires	CAP Area		CAP Charge Per Month	Billing Month Surcharge Expires
2016669	Durand Rd, New Lothrop	$43.97	09/26	20181023	Dillon Rd, Flushing	$40.97	11/28
2016713	Oak Rd, Otisville	40.09	09/26	20181027	Seymour Rd, Montrose #3	32.04	01/29
2016741	Lake Rd, Montrose	31.58	12/26	20181030	Seymour Rd, Swartz Creek	47.80	09/28
2016753	Henderson Rd, Columbiaville	32.95	09/26	20181035	W Coldwater Rd, Flushing	40.98	10/29
2016794	Lake Rd, Millington	33.43	09/26	20181075	Log Cabin Pt, Fenton	43.01	01/29
2017847	N Belsay Rd, Clio	34.79	09/27	20181095	Willard Rd, Millington	33.48	12/28
2017940	State Rd, Goodrich	51.35	12/28	20181108	Russell Ln, Lapeer	19.86	12/28
2017962	Hickory Place Dr, Columbiaville	57.47	01/29	20181110	Hillwood Dr, Davison	47.14	12/28
				20181135	Rolston Rd, Linden	53.84	12/28
20171005	Ruby St, Holly	47.34	12/28	20181149	Stanley Rd. Lapeer	76.13	07/29
20171034	Turner Rd, Flushing	78.73	12/28	20181153	Creekwood Dr. Grand Blanc	88.98	12/29
20171042	Cook Rd, Grand Blanc	50.98	11/27	20181166	Cook Rd #2, Grand Blanc	52.44	11/28
20171046	Valentine Rd, Lapeer	64.46	12/28	20181191	Stanley Rd, Mt. Morris	41.12	08/29
20171049	N Henderson Rd, Davison #3	35.10	10/28	20181202	Reid Rd, Swartz Creek	45.70	10/29
20171066	Whitney Rd, Gaines	47.81	09/27	20181233	Cook Rd #2, Gaines	67.77	10/29
20171068	Van Vleet Rd, Gaines	47.81	12/27	20241118	Kurtz Rd, Holly	74.27	01/36
20171070	Nichols Rd, Gaines	47.81	12/27				
20171071	Cook Rd, Gaines	47.81	08/27				
20171073	Ray Rd #2, Gaines	47.81	01/28				
20171077	Seymour Rd, Gaines	47.81	11/27				
20171083	Reid Rd, Swartz Creek	32.89	11/28				
20171089	Beers Rd #3, Swartz Creek	47.81	01/28				
20171100	Green Rd, Goodrich	53.72	11/27				
20171114	E Carpenter Rd, Davison	32.93	09/27				
20171131	Duffield Rd, Flushing	38.10	09/27				
20171136	Stanley Rd, Flushing	46.42	11/27				
20171148	Seymour Rd, Montrose #2	32.55	08/27				
20171162	N Vassar Rd, Flint	35.37	07/27				
20171163	N Henderson Rd, Davison	31.43	10/27				
20171169	Mountview Rd, Lapeer	62.45	11/27				
20171179	Ruby Dr, Flushing	78.89	12/28				
20171180	Bueche Rd, Montrose	47.32	08/27				
20171181	Vassar Rd, Millington	64.42	08/27				
20171184	Bourassa Dr, Flushing	31.57	07/27				
20171196	N Henderson Rd, Davison	32.89	10/28				
20171208	Lincoln Rd, Chesaning	52.42	08/27				
20171259	Hegel Rd, Goodrich	48.96	10/27				
20171276	Holly Rd, Holly	34.39	12/28				
20181003	Daley Rd, Lapeer	67.06	10/28				
20181012	Seymour Rd, Linden	45.19	12/28				

(Continued on Sheet No. C-47.00)

This sheet has been cancelled and is reserved for future use.

(Continued on Sheet No. C-48.00)

(Continued From Sheet No. C-47.00)

C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

J. Customer Attachment Project Areas (Contd)

GREENVILLE

CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires	CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires
2016629 Marquette Rd, Ionia	$46.63	09/26			
2017987 Ed and Arylnn Dr, Six Lakes	64.50	11/27			
20171135 Legacy Ln, Ionia	53.74	09/27			
20171138 Cook Rd, Pewamo	95.46	09/27			
20171200 Troys Dr, Ionia	27.53	11/27			
20181174 Borgman Hills Dr, Belding	36.10	07/29			
20221021 Hawks Landing, Lowell	29.44	02/34			
20221083 Jesses Ln, Lowell	31.01	02/34			

(Continued on Sheet No. C-49.00)

(Continued From Sheet No. C-48.00)

C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

J. Customer Attachment Project Areas (Contd)

GROVELAND

CAP Area		CAP Charge Per Month	Billing Month Surcharge Expires
2015459	Casey Rd, Metamora	$70.09	12/26
2015573	Cobblestone Ln, Oxford	82.28	10/26
2015591	Granger Rd #2, Oxford	71.80	10/26
2015597	French Ln, Davisburg	36.30	11/26
2015627	Hunters Creek Rd #2, Imlay City	80.26	11/26
2015703	Havens Rd, Dryden	70.09	11/26
2016614	Windfall Trl, Ortonville	43.82	11/26
2016630	Hosner Rd, Oxford	89.81	10/26
2016641	Hummer Lake Rd, Oxford	108.06	11/26
2016684	Papadelis Ct, Oxford	64.52	10/26
2016697	E Brocker Rd, #2 Metamora	147.00	12/26
2016711	Hollow Corners Rd, Almont	55.56	11/26
2016712	N Herd Rd, #2 Ortonville	47.60	12/26
2016745	General Squier, Dryden	69.29	12/26
2016758	Shoemaker Rd, Almont	55.67	11/26
2016764	Shoup Rd, Leonard	68.26	10/26
2016784	Sunrise Ln, White Lake	57.12	09/26
2016790	Casey Rd #2, Metamora	135.53	10/27
2016791	Tonda Dr, Ortonville	46.07	11/26
2016797	General Squier #2, Dryden	51.09	12/26
2016819	Brookhaven Dr, Imlay City	56.88	12/26
2016936	Phillips Rd, Metamora	46.88	11/26
2016984	Davison Lake Rd, Metamora	147.00	11/26
2016991	Herd Rd, Metamora-Augment	43.76	11/26
20161028	Walnut Hill Dr, Metamora	43.87	10/26
2017820	Bishop Rd, Dryden	69.75	11/27
2017872	Hidden Ridge Dr, Metamora	55.98	08/27
2017891	Sullivan Rd, Lapeer	56.45	11/27
2017895	Vik Mar Ln, Attica	91.29	12/27
2017903	Sawmill Lake Rd, Ortonville	53.40	11/27
2017917	Shoemaker Rd, Almont	56.68	09/28
2017919	Church Rd, Imlay City	58.62	09/28
2017970	S Summers Rd #2, Imlay City	34.31	09/28
2017977	Diehl Rd, Metamora	57.11	09/27
20171003	Blue Heron Ln, Almont	92.21	08/28
20171011	Trails End, Lapeer	47.91	09/28
20171023	Weber Rd, Holly	$67.47	10/27
20171063	Pine Trace Dr, Lapeer	31.49	11/28
20171064	W Brocker Rd, Metamora	57.75	09/27
20171080	W Brocker Rd, Metamora #2	58.93	10/27
20171103	Big Lake Rd, Daviburg	59.73	09/27
20171106	Thomas Rd, Metamora	55.73	10/28
20171116	N Five Lakes Rd, Attica	22.17	10/28
20171119	Davenport Rd, Metamora	58.83	09/27
20171133	S Coats Rd, Oxford	56.23	10/28
20171213	Tubspring Rd #2, Almont	64.43	12/28
20171250	Rattalee Lake Rd, Clarkston	45.64	12/28
20171273	N Force Rd, Attica	59.29	10/28
20171281	Casey Rd #2, Metamora	135.53	10/27
20181011	Brigham Rd, Goodrich	48.05	10/28
20181036	Sebring Rd, White Lake	55.85	01/29
20181073	Walnut Glen Ct, Oakland	58.92	12/28
20181084	Ellis Rd, Clarkston #2	46.00	12/28
20181094	S Summers Rd, Imlay City #3	33.71	09/28
20181099	Hunters Creek Rd #2, Lapeer	59.68	01/29
20181100	Mccoin Dr, Dryden	116.94	11/28
20181124	Hidden Hills Ln, Ortonville	43.50	01/29
20181128	Sullivan Rd, Lapeer #2	56.28	10/29
20181132	Lake George Rd, Leonard	46.97	08/28
20181164	Rochester Rd #2, Dryden	62.88	11/28
20181218	Diehl Rd #2. Metamora	57.58	08/29
20181254	Rattalee Lake Rd #2, Davisburg	50.88	01/29
20181255	Crawford Rd, #4, Dryden	71.50	08/29
20221011	Buckner Rd, Lake Orion	75.02	11/33
20221017	Hemlock Rd, Oxford	25.83	07/34
20221022	Howland Rd, Almont	41.51	02/34
20221048	S Baldwin Rd, Lake Orion	25.55	12/33
20221053	Imlay City Rd, Attica	84.43	12/33
20221087	Munce Rd, White Lake	23.08	01/35

(Continued on Sheet No. C-50.00)

This sheet has been cancelled and is reserved for future use.

(Continued on Sheet No. C-51.00)

(Continued From Sheet No. C-50.00)

C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

J. Customer Attachment Project Areas (Contd)

HASTINGS

CAP Area		CAP Charge Per Month	Billing Month Surcharge Expires
2016617	McCords Ave SE, Alto	$13.92	10/26
2016623	100th St SE, Caledonia #2	54.30	09/26
2016700	Jack Rabbit Ct, Dorr	44.31	10/26
2017833	Autumn Ridge Dr, Middleville	39.80	08/27
2017939	Timpson Ave, Alto	82.15	08/27
20171015	E Paris Ave SE, Caledonia	58.73	08/27
20171212	Woodruff Rd, Hastings	41.38	08/27
20181067	Kraft Ave Se, Caledonia	44.31	11/28
20181104	Thornapple Dales Dr Se, Alto	25.16	11/28
20181144	Eagleview Ct, Middleville	46.15	10/29
20181185	Mccords Ave SE, Alto #2	69.45	07/29
20181231	Sierra Ridge Dr SE, Caledonia	21.45	08/29
20181236	Zellman Ct, Dorr	52.72	12/29
20181240	Stirrup Dr, Caledonia	56.98	10/29
20221045	W Runyan Dr, Lake Odessa	77.15	02/34

(Continued on Sheet No. C-52.00)

(Continued From Sheet No. C-51.00)

C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

J. Customer Attachment Project Areas (Contd)

HOWELL

CAP Area		CAP Charge Per Month	Billing Month Surcharge Expires
2015659	Hickory Ridge Rd, Holly	$77.33	11/26
2016620	Rose Terrace, Holly	51.66	09/26
2016621	Munger Rd, Holly	64.19	12/26
2016645	Willowby Ln, Pinckney	51.73	09/26
2016664	Baker Rd, Fenton	59.22	10/26
2016665	Brookside Ln, Plymouth	65.75	09/26
2016667	Orchard Ridge Rd, Chelsea	54.74	09/26
2016715	W Schafer Rd, #2 Pinckney	56.48	09/26
2016723	Clyde Rd, Howell	52.61	09/26
2016740	Ray Knight Dr, Dexter	47.68	09/26
2016761	Pineview Trl, Howell	52.11	09/26
2016768	Faussett Rd, Fenton	52.39	10/26
2016778	Sanitorium, Howell	51.42	12/26
20161102	Munger Rd #2, Holly	64.19	12/26
2017840	Mabley Hill Rd, Fenton	56.49	08/27
2017852	Holtforth Rd, Fenton	59.73	09/28
2017858	Hibner Rd, Hartland	54.16	11/27
2017859	Amberwood Trl, Howell	76.38	09/27
2017862	Clyde Rd, Fenton #2	51.16	09/28
2017863	Mason Rd, Fowlerville	29.83	09/27
2017864	Indian Camp Trl, Howell	39.23	10/27
2017868	Windy Hill Dr, Fenton	55.40	12/27
2017881	Fisher Rd, Howell	62.53	10/27
2017884	Milford Rd, Holly	37.04	09/27
2017888	Broadview Ln, Highland	103.50	09/27
2017898	Sanitorium Rd, Howell #2	46.81	11/28
2017941	Runyan Lake Rd, Fenton	56.84	09/27
2017943	Tower Rd #2, South Lyon	87.58	08/27
2017959	Knobby View Dr, Highland	51.37	09/27
2017967	Fish Lake Rd, Holly	60.68	09/27
2017969	Treasure Lake Dr, Howell	29.84	11/28
2017980	Faussett Rd #3, Fenton	50.15	09/27
2017989	Six Mile Rd Rescope, Whitmore Lake	24.03	08/27
2017992	N Pleasant Valley Rd, Milford	77.04	08/27
2017993	Cedar Lake Rd, Pinckney	67.99	08/27
20171021	Whalen Lake Rd, Hartland #2	58.88	09/27
20171024	Gray Fox Ct, Howell	82.85	12/27
20171038	Bullard Rd, Fenton	79.90	10/28
20171041	Nature View Ct, Howell	50.47	10/27
20171045	Willow Way, Commerce	$38.64	08/27
20171052	Spicer Rd, Brighton #2	75.10	08/27
20171055	Pingree Rd, Howell #2	58.34	11/27
20171056	Dolly Rd, South Lyon	55.60	07/27
20171075	Northwood Pl, Brighton	32.61	08/27
20171085	Norwegian Wood Ln, Brighton	52.52	08/27
20171090	Botsford Rd, Howell	82.19	10/27
20171094	Oak Hill Dr, Fenton	58.60	11/27
20171095	Kern Rd, Fowlerville	53.98	10/27
20171104	Sundale Ct, Pinckney	79.53	08/27
20171105	Hyde Rd, Hartland	33.84	08/27
20171111	Sue Dr, Howell	45.40	10/28
20171118	Clyde Rd, Holly	49.01	12/27
20171122	Center Rd, Linden	47.31	09/27
20171125	W Schafer Rd, Howell Augment	58.34	01/29
20171137	Hyne Rd #2, Brighton	71.09	08/27
20171142	Kendra Ln, Howell	38.37	10/27
20171154	W Coon Lake Rd, Howell	50.48	10/27
20171172	Eagle Rd, Davisburg	95.20	09/27
20171197	Spencer Lee Dr, Milford	36.53	08/27
20171202	Lee Rd, New Hudson	53.13	07/27
20171210	Vines Rd, Howell	57.70	10/27
20171216	Clyde Rd #2, Holly	49.45	09/28
20171241	12 Mile Rd, South Lyon	39.05	10/28
20171251	E Schafer Rd, Howell	46.88	10/27

(Continued on Sheet No. C-53.00)

(Continued From Sheet No. C-52.00)

C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

J. Customer Attachment Project Areas (Contd)

HOWELL

CAP Area		CAP Charge Per Month	Billing Month Surcharge Expires
20171253	Marwood Dr, Howell	$45.84	11/27
20171256	Munger Rd, Holly #2	59.22	09/27
20171265	Weber Rd, Holly #2	18.84	09/27
20171274	Fran Dor Ln, Northville	162.64	07/27
20181015	Hartland Rd, Fenton	101.20	11/28
20181016	N Dancer Rd, Dexter #2	116.24	11/28
20181018	Munger Rd, Holly #3	63.53	11/28
20181064	Buno Rd, Milford	57.10	10/28
20181066	Parker Rd, Holly	59.00	12/28
20181068	Foley Rd, Fenton	56.39	01/29
20181090	Woodchuck Trl, Pinckney	47.68	12/28
20181091	Lyman Ln, New Hudson	47.65	10/29
20181105	Hartland Rd #2, Fenton	58.48	08/29
20181116	Crofoot Rd, Fowlerville	57.31	12/28
20181122	Hubert Rd, Brighton	40.50	12/28
20181131	Five Mile Rd, Ann Arbor	66.68	12/29
20181133	Cedar Lake Rd, Pinckney	44.30	12/28
20181137	Old Plank Rd, Wixom	66.04	01/30
20181150	Olympic Trail, Brighton	29.19	01/29
20181159	Mack Rd, Howell	81.46	01/29
20181170	S Duck Lake Rd, Highland	47.67	10/29
20181203	Pine Cay Trail, Brighton	58.83	11/29
20181209	Glen Hill Ln, Holly	65.38	12/29
20181222	Preston Rd, Howell	59.37	10/29
20181234	Windy Ridge Trl, Fenton	56.70	01/29
20181244	Herbst Rd, Brighton	54.88	11/29
20181249	Victoria Ct, Fenton	77.05	12/29
20181250	Circle J Ct, Fenton	52.39	09/28
20181259	Curtis Rd, Highland	54.16	07/28
20181260	Golden Oaks Dr, Milford	25.69	11/28
20221020	San Antonio Dr, Howell	43.97	09/34
20221042	Mayberry Rd, Howell	114.56	11/33
20221072	Blackberry Ridge Trl, Howell	105.28	10/34

(Continued on Sheet No. C-54.00)

This sheet has been cancelled and is reserved for future use.

(Continued on Sheet No. C-55.00)

(Continued From Sheet No. C-54.00)

C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

J. Customer Attachment Project Areas (Contd)

JACKSON

CAP Area		CAP Charge Per Month	Billing Month Surcharge Expires
2015579	Onondaga Rd, Eaton Rapids	$66.52	11/26
2017866	Lansing Ave, Jackson	38.25	07/27
2017889	Van Syckle Rd, #2 Gregory	78.69	01/28
2017952	Sager Rd #2, Grass Lake	62.89	07/27
20171112	Sargent Rd, Jackson	50.77	08/27
20171183	Young Rd, Jackson	40.41	07/28
20171235	Stockbridge Rd, Stockbridge	44.21	09/28
20171237	Greenlawn Dr, Jerome	47.67	09/27
20181050	Templar Ave, Pinckney	53.64	12/28
20181208	S Portage Rd, Jackson	57.84	08/29

(Continued on Sheet No. C-56.00)

(Continued From Sheet No. C-55.00)

C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

J. Customer Attachment Project Areas (Contd)

KALAMAZOO

CAP Area		CAP Charge Per Month	Billing Month Surcharge Expires
2016639	Waterpointe Dr, Kalamazoo	$46.66	09/26
2017848	W Op Ave, Kalamazoo	43.12	08/27
2017927	65th St, Hartford	21.87	08/27
20171039	Wise Rd, Gobles	81.39	08/28
20171051	N 38th St Augusta #3	58.11	08/27
20171107	28th St, Lawton	69.10	11/27
20171141	30th St, Kalamazoo	58.91	12/27
20171164	10th St, Kalamazoo	52.22	08/27
20171231	N Sprinkle Rd, Kalamazoo	39.26	01/28
20171255	Vergennes St, Lowell	47.37	11/27
20181022	37th St, Galesburg	59.72	10/29
20181025	1st St, Kalamazoo	47.74	11/28
20181032	Cr 652, Mattawan	53.52	10/28
20181034	N 12th St, Kalamazoo	43.14	11/29
20181061	Q Ave, Mattawan	59.29	12/28
20181083	29th St. S, Scotts	56.91	01/30
20181103	W E Ave, Kalamazoo	69.46	12/28
20181148	20th St, Dorr	53.22	10/28
20181151	Cedar Lake Ave, Marcellus	67.50	12/28
20181178	W O Ave, Kalamazoo	63.18	12/29
20181179	E C Ave, Kalamazoo	56.58	08/29
20181182	44th Ave, Mattawan	54.14	10/28
20181198	23rd St, Mattawan #2	32.29	12/29
20181230	Sheffield Rd, Hickory Corners	55.57	11/29
20181252	W Op Ave #2, Kalamazoo	43.06	12/29

(Continued on Sheet No. C-57.00)

(Continued From Sheet No. C-56.00)

C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

J. Customer Attachment Project Areas (Contd)

LANSING

CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires	CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires
2015565 Curtice Rd, Mason	$45.85	10/26	20171252 Norris Rd, Dewitt	$47.45	12/28
2015568 College Rd, Holt	23.56	10/26	20181053 W Dexter Trail, Mason	65.45	08/29
2015572 Valley Ct, Perry	12.33	10/26	20181089 Wood Rd, Dewitt	41.79	01/29
2015590 Clark Rd, Grand Ledge	30.96	10/26	20181180 Winegar Rd, Laingsburg	58.32	12/29
2015592 E David Hwy, Westphalia	66.52	10/26	20181181 Parks Rd, Fowler	44.85	12/29
2015595 E Townsend Rd, St Johns	44.93	10/26	20181197 W Columbia Rd, Mason #2	44.53	11/29
2015601 Whittum Rd, Eaton Rapids	15.81	11/26	20181200 County Farm Rd, Saint Johns	53.77	09/29
2016606 Friend Rd, Portland	60.46	10/26	20181214 Howe Rd, Dewitt	50.74	10/29
2016637 Miller Rd, Bancroft	35.72	10/26			
2016642 Hawk Dr, Eaton Rapids	38.43	11/26			
2016677 Lewis Rd, Portland	26.88	10/26			
2016680 Lamb Rd, Mason	47.03	10/26			
2016699 Libhart St, #2 Lyon	38.51	10/26			
2016705 S Clinton Trl, Eaton Rapids	49.48	11/26			
2016707 Twila Ln, Charlotte	68.98	11/26			
2016805 E Gresham Hwy, Potterville	54.91	10/26			
2016826 Carol Lane, Dansville	47.65	11/26			
20161026 Round Lake Rd #2, Sunfield	47.56	11/26			
2017853 S Chester, Charlotte	46.18	09/27			
2017908 M 71, Corunna	47.35	01/28			
2017982 Bath Rd #2, Byron	38.79	10/27			
20171030 Perry Rd, Haslett	37.47	10/27			
20171037 Hulett Rd, Mason	39.71	12/28			
20171060 W Columbia Rd, Mason	41.84	12/28			
20171065 W Dexter Trail, Mason	55.75	11/27			
20171069 Peck Rd, Eaton Rapids	59.69	09/27			
20171151 E Sherwood Rd, Williamston	47.92	10/27			
20171161 Ransom Hwy, Dimondale	56.78	12/28			
20171175 Every Rd, Okemos	35.67	10/27			
20171185 Wacousta Rd, Grand Ledge	47.82	09/27			
20171193 Jeff Ct, Grand Ledge	47.06	11/27			
20171201 Renee Dr, Perry	31.90	10/27			
20171215 Rolfe Rd, Mason	59.91	10/27			

(Continued on Sheet No. C-58.00)

(Continued From Sheet No. C-57.00)

C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

J. Customer Attachment Project Areas (Contd)

LIVONIA

CAP Area		CAP Charge Per Month	Billing Month Surcharge Expires	CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires
20171145	Appaloosa Ln, South Lyon	$37.50	07/27			
20181161	Chubb Rd, Northville	70.53	09/28			

(Continued on Sheet No. C-59.00)

(Continued From Sheet No. C-58.00)

C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

J. Customer Attachment Project Areas (Contd)

MACOMB

CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires	CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires

No current projects

(Continued on Sheet No. C-60.00)

(Continued From Sheet No. C-59.00)

C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

J. Customer Attachment Project Areas (Contd)

MARSHALL

CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires	CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires

No current projects

(Continued on Sheet No. C-61.00)

(Continued From Sheet No. C-60.00)

C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

J. Customer Attachment Project Areas (Contd)

MIDLAND

CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires	CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires
2016750 Magrudder Rd, Coleman	$60.32	11/26			
2016787 Baker Rd, Hope	38.53	12/26			
2016789 Miller Rd, Midland	24.99	10/26			
2016806 Shearer Rd, Midland	51.98	12/26			
2016808 N Sturgeon Rd, Midland	52.08	11/26			
2016817 Garfield Rd, Auburn	74.23	10/26			
2017830 N Sturgeon Rd #2, Midland	51.67	12/28			
2017850 8 Mile Rd, Midland	51.79	12/27			
2017899 Mckinley Rd #2, Midland	77.47	07/28			
2017956 W Ashby Rd, Midland	124.69	10/27			
2017968 S Patterson Rd, Midland	106.66	09/28			
20171032 Shannon Dr, Midland	23.34	11/28			
20171108 E Saiko Rd, Hope	70.58	10/27			
20171130 Stewart Rd, Midland	66.78	07/28			
20171139 Delta Rd, Freeland	74.13	11/27			
20181047 Pangborn Rd, Hemlock	59.79	01/29			
20181082 Burgess Rd, Beaverton	44.20	11/28			
20181147 Takamarak Trl, Hope	47.68	12/28			
20181210 Homer Rd, Midland	50.52	11/28			
20181221 S Carter Rd, Freeland #2	70.94	10/29			

(Continued on Sheet No. C-62.00)

(Continued From Sheet No. C-61.00)

C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

J. Customer Attachment Project Areas (Contd)

OWOSSO

CAP Area		CAP Charge Per Month	Billing Month Surcharge Expires	CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires
2016668	Lovejoy Rd, Byron	$86.64	10/26			
2016799	Lyons Rd, Owosso	61.26	10/26			
2017827	E Lehring Rd, Byron	48.07	10/28			
2017832	Durand Rd, Durand	80.38	12/28			
2017900	Chase Lake Rd, Howell	50.11	08/27			
2017978	Fenner Rd, Ovid	53.69	11/27			
20171057	Nottingham Dr, Laingsburg	29.17	09/27			
20171173	S Hollister Rd, Ovid	43.08	10/27			
20181054	State Rd, Corunna	43.39	12/28			
20181085	Chipman Rd, Owosso	46.61	12/28			
20181165	Smith Rd, Owosso	47.14	12/29			
20221055	S Morrice Rd, Morrice	28.90	12/33			

(Continued on Sheet No. C-63.00)

(Continued From Sheet No. C-62.00)

C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

J. Customer Attachment Project Areas (Contd)

ROYAL OAK

CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires	CAP Area	CAP Charge Per Month	Billing Month Surcharge Expires

No current projects

(Continued on Sheet No. C-64.00)

(Continued From Sheet No. C-63.00)

C8. CUSTOMER ATTACHMENT PROGRAM (Contd)

J. Customer Attachment Project Areas (Contd)

SAGINAW

CAP Area		CAP Charge Per Month	Billing Month Surcharge Expires
2015547	Bradley Rd, Frankenmuth	$52.47	11/26
2016602	Dorwood Rd, Birch Run	41.28	12/27
2016695	Baldwin Rd, Chesaning	39.64	09/26
2016719	King Rd, Frankenmuth	80.65	11/26
2016720	S Beyer Rd, Frankenmuth	93.49	11/26
2016724	N Dehmel Rd, Reese	53.84	09/26
2016731	Bender Rd, Frankenmuth	80.13	11/26
2016760	Canada Rd, Birch Run	42.59	09/26
2016767	Chesaning Rd, Chesaning	52.25	09/26
2016781	W Vassar Rd, Reese	97.45	09/26
2016809	Holland Rd, Saginaw	151.25	11/26
2016818	Hemlock Rd, Hemlock	51.01	10/26
2017823	Garfield Rd, Freeland	72.00	09/27
2017841	Belsay Rd #2, Millington	60.90	10/27
2017854	Hanes Rd #2, Vassar	51.64	01/28
2017878	Elms Rd, Birch Run	72.40	11/27
2017902	Geddes Rd, Saginaw	66.71	12/27
2017945	Willard Rd, Birch Run	41.40	12/27
2017964	Townline Rd, Birch Run	54.90	11/27
20171008	Spencer Rd, Hemlock	78.41	01/28
20171048	Peet Rd, Chesaning	49.63	11/27
20171087	Seymour Rd, Montrose	59.15	12/28
20171120	Lone Rd, Freeland	47.70	12/27
20171127	Canada Rd, Birch Run	52.12	11/27
20171129	S Schreiber Rd, Freeland	58.95	09/27
20171143	Pierce Rd, Freeland	45.24	08/28
20171153	Hotchkiss Rd, Freeland	56.20	10/27
20171268	S Reese Rd, Reese	47.90	12/28
20171275	Carter Rd, Freeland	59.57	11/28
20181005	Niver Rd #2, Oakley	22.85	11/28
20181020	Rogers Rd, Freeland	71.87	10/28
20181049	N Gleaner Rd, Freeland	66.61	10/28
20181112	Graham Rd #2, Saginaw	37.82	12/29

SECTION C - PART II
COMPANY RULES AND REGULATIONS
(ENERGY EFFICIENCY FOR ALL CUSTOMERS)

C9. ENERGY EFFICIENCY

C9.1 Energy Efficiency Program - Gas

This rule implements the energy waste reduction (EWR) requirements of 2008 PA 295 and as amended in 2016 PA 342 in accordance with Orders issued by the Commission in Case No. U-15889 and U-18261. The monthly Energy Efficiency surcharges to be applied to each rate schedule are shown on Sheet No. D-2.00 of this Rate Book. Customers served on the Customer Choice program or with aggregated accounts under Rule C4.7., Aggregation of Accounts, shall pay the applicable surcharge based on the selected distribution Rate Schedule.

SECTION C - PART III
COMPANY RULES AND REGULATIONS
(FOR NON-RESIDENTIAL CUSTOMERS AND MULTIFAMILY DWELLING SERVICE RATE A-1 CUSTOMERS)

INTENT OF SECTION C - PART III

These General Rules and Regulations for Non-Residential Customers and Multifamily Dwelling Service Rate A-1 Customers are not to supersede but are in addition to Rule B1., Technical Standards for Gas Service, and Rule B2., Consumer Standards and Billing Practices for Electric and Natural Gas Service.

C10. CUSTOMER DEPOSITS

The Company may require a cash deposit from the customer upon receipt of a bulk transfer notice. In order to continue receiving service, the Company shall require a cash deposit from any customer that files for bankruptcy in accordance with the applicable provisions of the federal bankruptcy code. The Company shall pay interest on such deposits in accordance with Rule B2., Consumer Standards and Billing Practices for Electric and Natural Gas Service, R 460.111a, General deposit conditions for nonresidential customers.

C11. SHUTOFF OF SERVICE

Rule B1., Technical Standards for Gas Service, R 460.2373, Shutoff of Service, provides the Company the right to shut off gas service without prior customer notification if a hazardous condition exists. In case of any other breach of the Gas Rate Book by the customer, the Company shall have the right to shut off service pursuant to the customer notification procedures as provided in Rule B2., Consumer Standards and Billing Practices for Electric and Natural Gas Service, R 460.137, Shutoff or denial of service permitted.

SECTION C – PART IV
COMPANY RULES AND REGULATIONS
(FOR ALL CUSTOMERS)

INTENT OF SECTION C - PART IV

These Company Rules and Regulations for all customers are not to supersede but are in addition to Rule B1., Technical Standards for Gas Service and Rule B2., Consumer Standards and Billing Practices for Electric and Natural Gas Service.

C17. CUSTOMER DATA PRIVACY

C17.1. Definitions

A. "Aggregated Data" means any Consumption Data or Customer Account Information, from which all identifying information has been removed so that the individual data or information of a customer cannot be associated with that customer without extraordinary effort.

B. "Contractor" means an entity or person performing a function or service under contract with or on behalf of the Company, including customer service, demand response, energy efficiency programs, payment assistance, payroll services, bill collection, or other functions related to providing natural gas service.

C. "Customer" means a purchaser of natural gas that is supplied or distributed by a utility for residential or Non-Residential purposes

D. "Customer Account Information" means personally identifiable information including customer address, contact information, payment history, account number, and amount billed. Customer Account Information also includes information received by the Company from the Customer for purposes of participating in regulated utility programs, including, but not limited to, bill payment assistance, shutoff protection, renewable energy, demand-side management, load management, or energy efficiency.

E. "Consumption Data" means customer specific electric usage data, or weather adjusted data, including but not limited to kW, kWh, voltage, var, power factor, and other information that is collected by the electric meter by the Company and stored in its systems.

F. "Informed Customer Consent" means, in the case where consent is required: (1) the Customer is provided with a clear statement of the data or information to be collected and allowable uses of that data or information by the party seeking consent; (2) the frequency of data or information release and the duration of time for which the consent is valid; and (3) process by which the Customer may revoke consent. In no case shall silence by the Customer ever be construed to mean express or implied consent to a request by the Company, or its Contractors. Customer consent may be documented in writing, electronically, or through recording of an oral communication.

G. "Personal Data" means specific pieces of information collected or known by the Company that merit special protection including the standard types of positive identification information used to establish an account. Personal Data includes, but is not limited to, name and address in conjunction with birth date, telephone number, electronic mail address, Social Security Number, financial account numbers, driver's license number, credit reporting information, bankruptcy or probate information, health information, network, or Internet protocol address.

H. "Primary Purpose" means the collection, use, or disclosure of information collected by the Company or supplied by the Customer in order to: (1) provide, bill, or collect for, regulated natural gas service; (2) provide for system, grid, or operational needs; (3) provide services as required by state or federal law or as specifically authorized by an order of the Commission; (4) plan, implement, or evaluate programs, products or services related to energy assistance, demand response, energy management, energy efficiency, or renewable energy by the Company or under contract with the Company, under contract with the Commission, or as part of a Commission-authorized program conducted by an entity under the supervision of the Commission, or pursuant to state or federal statutes governing energy assistance.

(Continued on Sheet No. C-68.00)

(Continued from Sheet No. C-67.00)

C17. CUSTOMER DATA PRIVACY (Contd)

C17.1. Definitions (Contd)

I. "Secondary Purpose" means any purpose that is not a Primary Purpose.

J. "Standard Usage Information" means the usage data that is made generally available by the gas utility to all similarly situated Customers on a regular basis, delivered by the gas utility in a standard format.

K. "Third-party" means a person or entity that has no contractual relationship with the Company to perform services or act on behalf of the Company.

L. “Weather Adjusted Data” means gas consumption data for a given period that has been normalized using stated period’s heating or cooling degree days.

M. “Written Consent” means a signed form with the customer’s signature received by the Company through mail, facsimile, or email. A customer may also digitally sign a form that is transmitted to the Company.

C17.2 Collection and Use of Data and Information

A. The Company collects Customer Account Information, Consumption Data, and Personal Data as necessary to accomplish Primary Purposes only.

B. The Company may collect and use Customer Account Information, Consumption Data, and Personal Data for Primary Purposes without Informed Customer Consent.

C. Informed Customer Consent is necessary before collection, use, or disclosure of Customer Account Information, Consumption Data, and Personal Data for Secondary Purposes.

D. The Company will not sell Customer Account Information, Consumption Data, and Personal Data except in connection with sales of certain aged receivables to collection firms for purposes of removing this liability from its accounts.

C17.3 Disclosure without Informed Customer Consent

A. The Company shall disclose Customer Account Information, Consumption Data, or Personal Data when required by law or Commission rules. This includes law enforcement requests supported by warrants or court orders specifically naming the Customers whose information is sought, and judicially enforceable subpoenas. The provision of such information will be reasonably limited to the amount authorized by law or reasonably necessary to fulfill a request compelled by law.

B. Informed Customer Consent is not required for the disclosure of customer name and address to a provider of *a value-added program or service, regardless of whether that provider is a utility affiliate or other entity within the corporate structure or a third party provider, in compliance with MCL 460.10ee(10)(a) and Mich Admin Code, R 460.10109(2) or a value-added program or service competitor in compliance with MCL 460.10ee(10)(a) and Mich Admin Code, R 460.10109(2).*

C. The Company may disclose Customer Account Information, Consumption Data, or Personal Data in the context of a business transaction such as an asset sale or merger to the extent permitted by law.

(Continued on Sheet No. C-69.00)

(Continued from Sheet No. C-68.00)

C17. CUSTOMER DATA PRIVACY (Contd)

C17.4 Disclosure to Contractors

A. The Company only shares information in the smallest increment necessary for the Contractor to provide service to the Company. When practical, the Company shall only provide Aggregated Data to a Contractor.

B. Contracts between the Company and its Contractors specify that all Contractors are held to the same confidentiality and privacy standards as the Company, its employees, and its operations. These contracts also prohibit Contractors from using any information supplied by the Company for Secondary Purposes.

C. The Company requires its Contractors who maintain Customer Account Information to implement and maintain reasonable data security procedures and practices appropriate to the private nature of the information received. These data security procedures and practices shall be designed to protect the Customer Account Information, Consumption Data, and Personal Data from unauthorized access, destruction, use, modification, or disclosure. The data security procedures and practices adopted by the Contractor shall meet or exceed the data privacy and security policies and procedures used by the Company to protect Customer Account Information, Consumption Data, and Personal Data.

D. The Company requires Contractors to return or destroy any Customer Account Information, Consumption Data, or Personal Data that is no longer necessary for the purpose for which is was transferred.

E. The Company maintains records of the disclosure of customer data to Contractors in accordance with Company record retention policies and Commission rules. These records include all contracts with the Contractor and all executed non-disclosure agreements.

F. A Customer may request that his or her Customer Account Information or Consumption Data be released to a Third-party of the Customer's choice. Once the Company verifies the Customer's request, the Company is not responsible for loss, theft, alteration, or misuse of the data by Third-parties or Customers after the information has been transferred to the Customer or the Customer's designated Third-party.

C17.5. Customer Access to Data

A. Michigan Administrative Code, R 460.153 (Rule 53) of the Commission's Consumer Standards and Billing Practices for Electric and Natural Gas Service provides for Customer access to consumption data and confidentiality for that data. The Customer has a right to know what Customer Account Information, Consumption Data, or Personal Data the Company maintains about the Customer. The Customer can access their Customer Account Information, Consumption Data, or Personal Data by either contacting the utility by telephone, or by creating an online profile on the homepage of the Company's website.

If the Customer chooses to use the Company's website to obtain their Customer Account Information, Consumption Data, or Personal Data, then the Customer is required to go to the homepage of the Company's website and create an online profile that will register the address in the Company's system to the Customer. Once the online profile is created, the Customer can select their address to download their data, or view it in a tabular .CSV format.

If the Customer chooses to contact the utility by telephone, the Company will verify the Customer and provide them with their Customer Account Information, Consumption Data, or Personal Data either by phone, electronically in a .CSV format, or in a tabular hardcopy format. The Customer can sign, scan, and email the hardcopy form to the Company; the Company will contact residential customers to validate their information. The Company shall not provide information to a Customer that the Company considers proprietary or used for internal Company business. The Company will make a reasonable effort to respond to requests for this information within 10 business days of being contacted by the Customer.

(Continued on Sheet No. C-70.00)

(Continued from Sheet No. C-69.00)

C17. CUSTOMER DATA PRIVACY (Contd)

C17.5. Customer Access to Data (Contd)

B. Customers have the right to share their own Customer Account Information, Consumption Data, or Personal Data with Third-parties of their choice to obtain services or products provided by those Third-parties. The Customer must provide the Company with signed Written Consent via a Standard Company form that authorizes a Third-party access to their Customer Account Information, Consumption Data, or Personal Data. This form can be provided to the customer upon request by telephone or requested from the Company's website. Once Informed Customer Consent has been received and validated, the Company shall release the requested customer data to the specific Third-party within 10 business days. The Company is not responsible for unauthorized disclosure or use of this information by a Third-party.

C. Customers have the opportunity to request corrections or amendments to Customer Account Information or Personal Data that the Company collects, stores, uses or distributes. Requests of this nature shall be made in writing.

D. Fulfilling certain requests for data in accordance with the provisions of this tariff is consistent with the provision of normal utility service to our Customers. When the data requested is Standard Usage Information, the request will be fulfilled without charge. Some requests for information extend beyond Standard Usage Information. Fulfilling these requests requires special data processing that is not a part of normal utility service and results in expenses that would not otherwise be incurred. Such requests are fulfilled at the discretion of the Company within the parameters of this Data Privacy Tariff. The costs of fulfilling any special requests shall be borne solely by the Customer, and be based on the specifics of the data request and the associated costs of developing, processing, and transmitting the requested data.

C17.6. Customer Notice of Privacy Policies

A. Notice of the Company's privacy policies is prominently posted on the Company's website. The notice includes a customer service phone number and Internet address where Customers may direct additional questions or obtain additional information regarding how to obtain customer data or more information about the Company's privacy policies and procedures.

B. Customers receive a copy of the privacy policy upon initiating utility service with the Company. The Company shall provide a written copy of these privacy policies upon Customer request.

C17.7. Limitation of Liability

The Company and each of its directors, officers, affiliates, and employees that disclose Customer Information, Consumption Data, Personal Data or Aggregated Data to Customers, Contractors, or Third-parties as provided in this tariff, shall not be liable or responsible for any claims for loss or damages resulting from such disclosure.

(Continued from Sheet No. C-70.00)

C18. MI Clean Air Program

Eligible customers have the opportunity to subscribe up to 100% of natural gas consumption to the MI Clean Air Program utilizing the voluntary Carbon Offset Program as detailed in Rule C18A., Carbon Offset Program and/or the voluntary Renewable Natural Gas Program as detailed in Rule C18B., Renewable Natural Gas.

C18*A*. Carbon Offset Program

A. Eligibility

The Carbon Offset Program provides eligible Customers with the opportunity to subscribe to Carbon offsets to offset their natural gas usage. The source of the Carbon offset credits varies depending on the preferences and size of the qualifying Customer, with two program options including: 1) Carbon offsets procured from resources in the Midwest, through Program Option A; or 2) Carbon offsets procured regionally, national, or internationally, according to Customer preference, through Program Option B.

Customers will not be eligible for any of these programs if they have received a shutoff notice within nine months preceding their application. A Customer that receives a shutoff notice after enrolling in the program will be de-enrolled and restricted from participating in the Carbon Offset Program for a minimum of nine months, contingent on not receiving any shutoff notices within that nine-month period.

Subscriptions will be available on a first-come, first-served basis. The Carbon Offset Program is dependent upon the availability and affordability of contracted Carbon offsets as secured by the Company. In the event Carbon offsets are unavailable or cannot be procured to serve the authorized purpose of the program, the program will close to new subscriptions until additional supply is cost-effectively available. In all events, the Company reserves the right to prioritize Customer participation based on economic, financial, operational, legal, or other considerations. Subject to the provisions of this program, both options of the Carbon Offset Program will remain open until a future date to be announced by the Company.

B. Definitions

Carbon block – A block equal to 0.8 Mcf per month.

Carbon offset – A set of activities that reduce greenhouse gas emissions or remove greenhouse gases from the atmosphere and is usually measured in metric tons. Examples may include forestry projects or renewable natural gas projects.

Co-benefit – Additional beneficial attributes related to a Carbon offset, such as water quality improvements, poverty reduction, or wildlife habitat protection or development.

Project type – The different options of Carbon offset sources. Examples may include forestry projects, reduction in landfill gas emissions, and other types of Carbon offset options.

Retire – To remove a Carbon offset from circulation and apply it against a Customer's usage.

Vintage – The year a Carbon offset is generated from a Carbon offset project.

(Continued on Sheet No. C-72.00)

(Continued from Sheet No. C-71.00)

C18. MI Clean Air Program (Contd)

C18*A*. Carbon Offset Program (Contd)

C. Carbon Offset Program Option A

(1) Customer Eligibility

Residential Customers and Non-Residential Customers taking service on rate categories General Service Rate GS-1 or GS-2 may be eligible to participate in Carbon Offset Program Option A.

Subject to any restrictions, subscriptions are available for all or a portion of a Customer's annual natural gas usage, not to exceed the following:

(a) For Residential Customers: ten blocks, or

(b) For Non-Residential Customers taking service on rate categories General Service Rate GS-1 or GS-2, the number of Carbon offset blocks sufficient to offset a Non-Residential Customer's actual annual natural gas usage, in metric tons of carbon dioxide, as represented by the Customer's subscription under this program.

(2) Enrollment

Customers shall submit an online application that will be made available on the Company's website to enroll in the program and commit to their desired subscription level. The Company will procure Carbon offsets based on Customer subscription levels through market purchases, Requests for Proposal (RFP), by purchasing Carbon offsets directly from projects as available, or by other Company-chosen methods. The Company may also develop Carbon offset projects to self-supply offsets for to the program. The enrollment period is open through the full calendar year. The participation period is twelve months, with automatic re-enrollment unless the Customer cancels its subscription or is de-enrolled according to the provisions of this program. Customers shall be permitted to cancel or change their level of participation at any time after the initial 12 months have elapsed.

(3) Subscription Payments

Customers pay a per-block fee based on their subscription preference. Initial subscription fees will be based on a Carbon offset value based on best available procurement costs plus an additional administrative fee to support program administration, Carbon offset procurement, and marketing. Subscription fees shall be adjusted on an annual basis if needed. Should Carbon offset prices, as referenced above, increase 25% or more above current program subscription costs, for the Carbon offset component of the charge during the year, the subscription fee will be adjusted quarterly or annually, as needed; additionally, under these conditions, the Company shall notify Customers in Option A of the price increase and offer an opportunity to terminate participation in the program. The Company shall retire the Carbon offsets on the Customer's behalf.

(4) Term and Form of Contract

This program shall require a written contract with a minimum term of 12 months. Customers are automatically re-enrolled in the program at the end of the 12-month period for a rolling month-to-month contract unless they choose to cancel program participation or are de-enrolled according to the provisions of this program.

Customers that relocate must submit a new application to enroll in the program at the new service location.

(Continued on Sheet No. C-73.00)

(Continued from Sheet No. C-72.00)

C18. MI Clean Air Program (Contd)

C18*A*. Carbon Offset Program (Contd)

D. Carbon Offset Program Option B

(1) Customer Eligibility

Customers taking service on General Service Rate GS-3 and Transportation Customers, may be eligible to participate in Carbon Offset Program Option B.

Subscriptions are limited to a match of up to 100% of Customer actual monthly usage with Carbon offsets as measured in metric tons of carbon dioxide.

(2) Enrollment

Customers shall agree to a written contract to enroll in the program and commit to their desired subscription level. The Company will procure Carbon offsets based on Customer subscription levels through market purchases, through RFP, by purchasing Carbon offsets directly from projects as available, or by other Company-chosen methods. The Company may also develop Carbon offset projects to self-supply offsets for the program. The enrollment period is open through the full calendar year. The participation period is for a twelve-month period, as specified in the written contract.

Customers with specific Carbon offset Co-benefit, Project type, or Vintage requirements may identify those requirements in their participation contract and will be responsible for any premium costs resulting from those requirements.

(3) Subscription Payments

Customers pay a per-Mcf fee based on their subscription preference. Initial subscription fees will be based on an estimated Carbon offset cost based on best available procurement costs, plus an additional administrative fee to support program administration, Carbon offset procurement, and marketing. Subscription fees shall be adjusted on an annual basis if needed. Should Carbon offset prices, as referenced above, increase 25% or more above current program subscription costs, for the Carbon offset component of the charge during the year, then the subscription fee will be adjusted quarterly as needed; additionally, under these conditions, the Company shall notify Customers in Option B of the price increase and offer an opportunity to terminate participation in the program. The Company shall retire the Carbon offsets on the Customer's behalf.

An annual reconciliation shall be completed by March 31 for each proceeding program year, and Customers will be charged or credited any under or over collection in actual procurement costs.

(4) Term and Form of Contract

This program shall require a written contract with an initial term of 12 months. A written contract shall be required for every year of participation, and participants will not be automatically reenrolled in the program.

(Continued on Sheet No. C-74.00)

(Continued from Sheet No. C-73.00)

C18. MI Clean Air Program (Contd)

C18B. Renewable Natural Gas Program

A. Eligibility

The Renewable Natural Gas (RNG) Program provides eligible Full-Service Customers with the opportunity to choose to replace up to 100% of their natural gas use with RNG.

The Company shall supply the RNG attributable to this Program from designated Company renewable natural gas production facilities and/or third-party supplies. RNG provided from the Company shall be available, after commercial operation of its facilities, at a date to be announced by the Company.

Eligible Customers shall be enrolled on a first-come, first-served basis. The percentage of natural gas consumption replaced with RNG is the subscription level. Enrolled customers may request to increase their subscription level on an annual basis. Requests by enrolled customers to increase their subscription level shall be decided based on the availability of RNG as determined by the Company. If a customer's subscribed gas consumption is in excess of the monthly output from the program's designated RNG facilities, the Company shall record the shortfall and attempt to satisfy the shortfall with RNG generation in excess of customer subscriptions from past or future months of the same year of the program.

The Company shall conduct annual reviews of the program to reconcile the energy generated by the program's designated RNG facilities against the amount of RNG subscribed by program participants. If the annual review demonstrates that the RNG facilities have a shortfall in output versus total subscription for the program, then the Company shall provide, at the customer's option, RNG from a third party or carbon offsets in an amount that satisfies the customer's share of the shortfall. The Company shall charge customers the cost of acquiring the replacement RNG supply or carbon offsets on their behalf.

The Company can discontinue the RNG program at its discretion.

B. Renewable Natural Gas Program Option A

(1) Customer Eligibility

Subject to any restrictions, Renewable Natural Gas Program Option A is available to any Full-Service natural gas customer taking service under Residential Service Rate A, Multifamily Dwelling Service Rate A-1, General Service Rate GS-1 or General Service Rate GS-2.

(2) Enrollment

Customers shall submit an online application on the Company's website to enroll in the Program and select the desired subscription level. Minimum participation subscription is 1% of natural gas consumption up to 100% of total energy use in 1% increments. Eligible customers may enroll at any time, with enrollment beginning within two billing cycles.

(Continued on Sheet No. C-75.00)

(Continued from Sheet No. C-74.00)

C18. MI Clean Air Program (Contd)

C18B. Renewable Natural Gas Program(Contd)

B. Renewable Natural Gas Program Option A (Contd)

(3) Monthly Rate

(a) Billing

(i) Standard Rate: The Customer shall pay all applicable Full Service monthly standard tariff charges for their Full Service rate, plus the RNG Program Subscription Charge based on the Customer's selected subscription level.

(ii) Subscription Charge: The Subscription Charge shall be a cost per Mcf based on the cost of energy, plus an administrative fee to support program administration and marketing. The Subscription Charge shall be applied to the percentage of consumption the customer contracted to the RNG Program and is designed to fully recover Program costs.

(4) Term and Form of Contract

Customers shall remain in the Program unless they choose to cancel Program participation or are deenrolled according to the provisions of this Program. Program Option A Customers shall be permitted to cancel or change their level of participation at any time after the initial one month has elapsed. Customers who relocate within the Consumers Energy natural gas service territory shall have their RNG enrollment transferred to their new premises, unless a request for cancelation is submitted to the Company.

(5) Early Termination of Contract

Customers who choose to terminate their service agreement of the RNG Program early shall be removed from the program at the start of the next available billing cycle.

C. Renewable Natural Gas Program Option B

(1) Customer Eligibility

Subject to any restrictions, Renewable Natural Gas Program Option B is available to any Full-Service natural gas customer taking service under General Service Rate GS-3.

(2) Enrollment

Eligible customers shall submit a written contract that will be made available by Company staff to enroll in the program and commit to their desired subscription level and Service Agreement length. Standard subscription term lengths are of 3, 5, or 10 Years. Non-standard term options greater than 3 years may be requested and approved at the Company's discretion. Minimum subscription level is 1% of natural gas consumption up to 100% of total energy use in 1% increments. Eligible customers may enroll at any time, with enrollment beginning within the next two billing cycles.

(Continued on Sheet No. C-76.00)

(Continued from Sheet No. C-75.00)

C18. MI Clean Air Program (Contd)

C18B. Renewable Natural Gas Program(Contd)

C. Renewable Natural Gas Program Option B (Contd)

(3) Monthly Rate

(a) Billing

(i) Standard Rate: The customer shall pay all applicable Full Service monthly standard tariff charges for their Full Service rate plus the RNG Program subscription charge based on the customer's selected subscription level.

(ii) Subscription Charge: The Subscription Charge shall be a cost per Mcf based on the cost of energy, plus an administrative fee to support program administration and marketing. The Subscription Charge shall be applied to the percentage of consumption the customer contracted to the RNG Program and is designed to fully recover Program costs.

(4) Term and Form of Contract

This program shall require a written contract with a minimum term of 3 years. Customers are automatically re-enrolled on previous contract length unless they choose to cancel program participation or are deenrolled according to the provisions of this program. Customers who relocate within the Consumers Energy natural gas service territory shall have their RNG enrollment transferred to their new premises unless a request for cancelation is submitted to the Company.

(5) Early Termination of Contract

Customers who choose to terminate their service agreement of the RNG Program early shall be removed from the program. A customer that ceases to be a Full-Service Customer or elects to terminate their subscription shall be subject to an early termination fee. The termination fee shall be calculated based on the terms of the agreement, remaining subscription term and subscription charge, not to exceed the remaining value of the customer agreement. If the Customer or Company is able to transfer the level of subscription to another Customer that meets the eligibility requirements and is outside the existing program queue (or as otherwise acceptable at the Company's discretion), the termination fee may be waived. Customers shall be required to take service under the existing Rate Schedule for the remainder of their contract year. Customers who choose to terminate or transfer their RNG subscription shall be required to give the Company sixty (60) days written notice.

SECTION D
RATE SCHEDULES

GENERAL TERMS AND CONDITIONS OF THE RATE SCHEDULES

A. Bills for utility service are subject to Michigan State Sales Tax. Customers may file a request with the Company for partial or total exemption from the application of sales tax in accordance with the laws of the State of Michigan and the rules of the Michigan State Department of Treasury.

B. Bills shall be increased within the limits of political subdivisions which levy special taxes, license fees or rentals against the Company's property, or its operation, or the production and/or sale of gas, to offset such special charges and thereby prevent other customers from being compelled to share such local increases.

C. Bills shall be increased to offset any new or increased specific tax or excise imposed by any governmental authority upon the Company's production or sale of gas.

D. A customer that commences service under any of the Company's Rate Schedules thereby agrees to abide by all of the applicable Rules and Regulations contained in this Rate Book for Natural Gas Service.

E. Bills shall be increased within the limits of political subdivisions which adopt ordinances that require the Company to provide special services not generally provided to other political subdivisions, when such special services increase the cost of service with the political subdivision, in order to offset such costs and thereby prevent other customers from being compelled to share such local interests.

SURCHARGES

Each Rate Schedule may be subject to Rule No. C8., Customer Attachment Program.

Rate Schedule	Energy Efficiency [1] Program Surcharge (Case No. U-21680) Effective beginning the March 2026 Billing Month [2] [3]
Rate A	$0.4124/Mcf
Rate A-1	0.4124/Mcf
Rate GS-1	0.6372/Mcf
Rate GS-2	0.6372/Mcf
Rate GS-3	
0 – 100,000 / Year	0.6372/Mcf
> 100,000 / Year	0.0279/Mcf
Rate ST	
0 – 100,000 / Year	0.6372/Mcf
> 100,000 / Year	0.0279/Mcf
Rate LT	
0 – 100,000 / Year	0.6372/Mcf
> 100,000 / Year	0.0279/Mcf
Rate XLT	
0 – 100,000 / Year	0.6372/Mcf
> 100,000 / Year	0.0279/Mcf
Rate XXLT	
0 – 100,000 / Year	NA
> 100,000 / Year	0.0279/Mcf
Rate CC	Per applicable distribution Rate Schedule
Rate TOT	NA

[1] All surcharges shall be applied on a monthly basis. The customer's consumption will be reviewed annually in the January bill month. Following the annual review, the customer may be subsequently moved to the surcharge level for their applicable rate for the next billing period based on the customer's average consumption for the previous year. No retroactive adjustment will be made due to the application of EE surcharges associated with increases or decreases in consumption.

[2] An Energy Efficiency Program Surcharge amount may vary during specific months as authorized by the Michigan Public Service Commission. The Company will file a new tariff sheet to reflect any change in surcharges once the financial incentive recovery period has been completed.

[3] The Energy Efficiency Program Surcharge for each rate will be shown as above on the monthly utility bill under Other Surcharges for all customers.

SURCHARGES

Each Rate Schedule may be subject to Rule No. C8., Customer Attachment Program.

Rate Schedule	Energy Efficiency Large Gas Transportation Opt-Out Program Surcharge [1] (Case No. U-21680) Effective beginning the March 2026 Billing Month
Rate A	NA
Rate A-1	NA
Rate GS-1	NA
Rate GS-2	NA
Rate GS-3	NA
Rate ST	
> 100,000 / Year	$0.0095/Mcf
Rate LT	
> 100,000 / Year	0.0095/Mcf
Rate XLT	
> 100,000 / Year	0.0095/Mcf
Rate XXLT	
> 100,000 / Year	0.0095/Mcf
Rate CC	NA
Rate TOT	NA

(1) Gas Transportation customers on Rate ST, LT, XLT, or XXLT using more than 100,000 Mcf per year may be eligible to opt-out of the Energy Efficiency program. Eligible customers who elect to opt-out of the Energy Efficiency program will pay the Energy Efficiency Large Gas Transportation Opt-Out Program surcharge per Mcf on a monthly basis. Eligibility is determined solely by the Company and is dependent upon terms and conditions of the Energy Efficiency Large Gas Transportation Customer Opt-Out Program as authorized in the April 17, 2012 order in Case No. U-16670.

(2) The Energy Efficiency Large Gas Transportation Opt-Out Program Surcharge will be shown on the monthly utility bill under Other Surcharges for all customers.

SURCHARGES

This sheet has been cancelled and is reserved for future use.

SURCHARGES

Rate Schedule	***Home Products Credit (Case No. U-21806) Effective for service rendered November 1, 2025 through October 31, 2027***	**Home Products Credit (Case No. U-21490) Effective for service rendered October 1, 2024 *through* *October 31, 2025***
Rate A	$(*0.1342*)/Mcf	$(0.1428)/Mcf
Rate A-1	(*0.1342*)/Mcf	(0.1428)/Mcf
Rate GS-1	(*0.0909*)/Mcf	(0.1033)/Mcf
Rate GS-2	(*0.0552*)/Mcf	(0.0623)/Mcf
Rate GS-3	(*0.0446*)/Mcf	(0.0466)/Mcf
Rate ST	(*0.0313*)/Mcf	(0.0290)/Mcf
Rate LT	(*0.0220*)/Mcf	(0.0201)/Mcf
Rate XLT	(*0.0156*)/Mcf	(0.0152)/Mcf
Rate XXLT	(*0.0074*)/Mcf	(0.0085)/Mcf
Rate TOT	NA	NA
Rate CC	Per applicable distribution Rate Schedule	Per applicable distribution Rate Schedule

SURCHARGES

This sheet has been cancelled and is reserved for future use.

SURCHARGES

This sheet has been cancelled and is reserved for future use.

GAS COST RECOVERY (GCR) FACTORS

2025-2026 Plan Case Billing Months	Maximum Allowable GCR Factor $/Mcf (Subject to Ceiling Price Adjustment)	Actual GCR Factor Billed $/Mcf
April 2025	$4.2233	$4.2233
May 2025	3.8437	3.8437
June 2025	3.6750	3.6594
July 2025	3.5485	3.5053
August 2025	3.4220	3.3525
September 2025	3.2533	3.2031
October 2025	3.2111	3.1355
November 2025	3.2533	3.1671
December 2025	3.2955	3.2656
January 2026	3.3798	3.3590
February 2026	3.2111	2.9766
March 2026	3.6329	3.6329

2026-2027 Plan Case Billing Months	Maximum Allowable GCR Factor $/Mcf (Subject to Ceiling Price Adjustment)	Actual GCR Factor Billed $/Mcf
April 2026	$3.9420	$3.8088
May 2026	3.9420	3.6564
June 2026	3.9420	3.5859
July 2026	3.9420	3.5645
August 2026	3.9420	3.5252
September 2026	3.9420	3.3725
October 2026	3.9420	3.3834
November 2026	*3.9420*	*3.3445*
December 2026		
January 2027		
February 2027		
March 2027		

The listed monthly Gas Cost Recovery (GCR) factors are authorized pursuant to Rule No. C7., Gas Cost Recovery Clause and Standard Refund Procedures. The Maximum Allowable GCR Factors shown above are subject to adjustment pursuant to the GCR Factor Ceiling Price Adjustment (Contingency) Mechanism beginning on Sheet No. D-6.00 for the April 2026 through March 2027 period. Sheet No. D-5.00 will be updated if adjustments are made pursuant to this mechanism. The Commission is authorized to approve GCR ceiling price adjustments contingent on future events pursuant to Section 6h(6) of 1982 PA 304, as amended.

The Maximum Allowable GCR Factors, adjusted pursuant to the GCR Factor Ceiling Price Adjustment (Contingency) Mechanism beginning on Sheet No. D-6.00, are the maximum rates the Company may charge. The actual GCR Factor Billed in any month may be less than the Maximum Allowable GCR Factor.

The Company has filed for Maximum Allowable GCR Factors for April 2026 – March 2027 in Case No. U-21887 currently pending before the Michigan Public Service Commission. Pursuant to MCL 460.6h, the Company will adjust its rates to incorporate all or part of the requested factors as filed, including contingent factors, until the issuance of an order in Case No. U-21887.

The Company will file on or before December 31, 2026 for Maximum Allowable GCR Factors for April 2027 – March 2028 pursuant to MCL 460.6h.

The Company will file a revised Sheet No. D-5.00 at least 10 days before the actual GCR factor is billed to its customers in the subsequent billing month.

MONTHLY GAS COST RECOVERY (GCR) FACTOR
CEILING PRICE ADJUSTMENT (CONTINGENCY) MECHANISM

The Maximum Allowable Gas Cost Recovery (GCR) Factors on Sheet No. D-5.00 may be adjusted on a monthly basis, for the remaining months of the GCR Plan Year, contingent upon Michigan prices for natural gas for the Plan Year increasing to a level above the Plan prices which were incorporated in the calculation of the base GCR ceiling factor. Any adjustment of the Maximum Allowable GCR Factor shall be determined using the tables set forth on Sheet No. D-6.00.

The Company shall file with the Commission an updated Sheet No. D-5.00 at least 10 days before any adjustment in the Maximum Allowable GCR Factor if a contingency calculation under the method described below results in an increase or decrease to the Maximum Allowable GCR ceiling factors on Sheet No. D-5.00. All supporting documents necessary to verify an adjustment in the Maximum Allowable GCR Factor will be provided to the Michigan Public Service Commission Staff.

Definitions:

NYMEX Futures Month Prices	NYMEX natural gas futures month settlement prices for the first five trading days (in $/MMBtu).
Michigan Futures Month Basis	The Consumers city-gate natural gas basis prices from Argus Media for the first five trading days (in $/MMBtu).
5-day Average Michigan Futures Strip	Five day average of the sum of the NYMEX Futures Month Prices and the Michigan Futures Month Basis for the remaining months of the GCR period.
Michigan Price Forecast	Average of the actual monthly Consumers city-gate Index Prices published by S&P Global Platts for months in which they have become available and the 5-day Average Michigan Futures Strip.

Step 1 Determine an updated 12-month Plan Michigan Price Forecast for the GCR period. The updated 12-month Michigan Price Forecast should be a 12-month average calculated using actual monthly Consumers city-gate Index prices published by S&P Global Platts for months in which they have become available and the 5-day Average Michigan Futures Strip for the remaining months in the GCR period.

Step 2 Subtract the 12-month Plan Michigan Price Forecast shown on Sheet No. D-7.00 from the updated 12-month Michigan Price Forecast calculated in Step 1. The "Contingent GCR Ceiling Factor" will be based on the price increases calculated.

Step 3 Determine the "Contingent GCR Ceiling Factor" using the following table on Sheet No. D-7.00. This "Contingent GCR Ceiling Factor" will be the Maximum Allowable GCR Factor for the remaining months of the GCR Plan year, unless adjusted during a subsequent monthly review.

(Continued on Sheet No. D-7.00)

MONTHLY GAS COST RECOVERY (GCR) FACTOR
CEILING PRICE ADJUSTMENT (CONTINGENCY) MECHANISM

(Continued From Sheet No. D-6.00)

12-month Plan Michigan Price Forecast	$*3.9194*/MMBtu
Base GCR Ceiling Factor	$*3.9420*/Mcf
Fractional Multiplier	*0.8328*

Contingent GCR Ceiling Factor

Michigan Price Forecast Increase	$/Mcf	Michigan Price Forecast Increase	$/Mcf	Michigan Price Forecast Increase	$/Mcf
<$0.05	$*3.9420*	<$1.05	$*4.7748*	<$2.05	$*5.6076*
<0.10	*3.9836*	<1.10	*4.8164*	<2.10	*5.6492*
<0.15	*4.0253*	<1.15	*4.8581*	<2.15	*5.6909*
<0.20	*4.0669*	<1.20	*4.8997*	<2.20	*5.7325*
<0.25	*4.1086*	<1.25	*4.9414*	<2.25	*5.7742*
<0.30	*4.1502*	<1.30	*4.9830*	<2.30	*5.8158*
<0.35	*4.1918*	<1.35	*5.0246*	<2.35	*5.8574*
<0.40	*4.2335*	<1.40	*5.0663*	<2.40	*5.8991*
<0.45	*4.2751*	<1.45	*5.1079*	<2.45	*5.9407*
<0.50	*4.3168*	<1.50	*5.1496*	<2.50	*5.9824*
<0.55	*4.3584*	<1.55	*5.1912*	<2.55	*6.0240*
<0.60	*4.4000*	<1.60	*5.2328*	<2.60	*6.0656*
<0.65	*4.4417*	<1.65	*5.2745*	<2.65	*6.1073*
<0.70	*4.4833*	<1.70	*5.3161*	<2.70	*6.1489*
<0.75	*4.5250*	<1.75	*5.3578*	<2.75	*6.1906*
<0.80	*4.5666*	<1.80	*5.3994*	<2.80	*6.2322*
<0.85	*4.6082*	<1.85	*5.4410*	<2.85	*6.2738*
<0.90	*4.6499*	<1.90	*5.4827*	<2.90	*6.3155*
<0.95	*4.6915*	<1.95	*5.5243*	<2.95	*6.3571*
<1.00	*4.7332*	<2.00	*5.5660*	<3.00	*6.3988*
				≥3.00	*6.4404*

RATE CATEGORIES

Description	Rate Category
RESIDENTIAL SERVICE RATE A	
Residential Space Heating	250
Residential Without Space Heating	260
Aggregation	052
Customer Choice	752
MULTIFAMILY DWELLING SERVICE RATE A-1	
Residential	251
Sales to Transportation	480
Principal Account	043
Customer Choice Multi	753
GENERAL SERVICE RATE GS-1	
Commercial	261
Commercial - Sales to Transportation	273
Commercial - *Principal* Account	265
Commercial - Contiguous	269
Commercial - Customer Choice	277
Commercial - Temporary Construction Service	299
Industrial	263
Industrial - Sales to Transportation	275
Industrial - *Principal* Account	267
Industrial - Contiguous	271
Industrial - Customer Choice	279
GENERAL SERVICE RATE GS-2	
Commercial	262
Commercial - Sales to Transportation	274
Commercial - *Principal* Account	266
Commercial - Contiguous	270
Commercial - Customer Choice	278
Industrial	264
Industrial - Sales to Transportation	276
Industrial - *Principal* Account	268
Industrial - Contiguous	272
Industrial - Customer Choice	280
GENERAL SERVICE RATE GS-3	
Commercial	281
Commercial - Sales to Transportation	287
Commercial - *Principal* Account	283
Commercial - Contiguous	285
Commercial - Customer Choice	289
Industrial	282
Industrial - Sales to Transportation	288
Industrial - *Principal* Account	284
Industrial - Contiguous	286
Industrial - Customer Choice	290

(Continued on Sheet No. D-9.00)

RATE CATEGORIES

(Continued From Sheet No. D-8.00)

Description	Rate Category
TRANSPORTATION SERVICE RATE	
Small, Cost-Based	ST
Large, Cost-Based	LT
Extremely Large, Cost-Based	XLT
Extra Extremely Large, Cost-Based	XXLT
TRANSMISSION ONLY TRANSPORTATION SERVICE RATE TOT	TOT
CUSTOMER CHOICE RATE CC	CC

RESIDENTIAL SERVICE RATE A

Availability

Subject to any restrictions, this rate is available to any customer desiring gas service for any usual residential use in private family dwellings; tourist homes, rooming houses, dormitories, nursing homes and other similarly occupied buildings containing sleeping accommodations for up to six persons; or multifamily dwellings containing two households served through a single meter.

This rate is not available for resale service, multifamily dwellings containing more than two living units served through a single meter or for tourist homes, rooming houses, dormitories, nursing homes and similarly occupied buildings containing sleeping accommodations for more than six persons or for any other Non-Residential usage.

Residences in conjunction with commercial or industrial enterprises and mobile home parks may take service on this rate only under the Rules and Regulations contained in the Company's Gas Rate Book.

Monthly Rate

Customer Charge

$*17.00* per customer per month, plus

Income Assistance Service Provision:

When service is supplied to a Principal Residence Customer, where the total household income does not exceed 150% of the Federal Poverty level, a credit shall be applied during all billing months. The total household income is verified when the customer has provided proof that they have received, or are currently participating in, one or more of the following within the past 12 months:

1. A Home Heating Credit energy draft
2. State Emergency Relief
3. Assistance from a Michigan Energy Assistance Program (MEAP)
4. Medicaid

If a customer does not meet any of the above requirements, a low-income verification from will be provided by the Company for the customer to complete and return.

The monthly credit for the Income Assistance Service Provision (RIA) shall be applied as follows:

Income Assistance Credit: $*(17.00)* per customer per month

If a credit balance occurs, the credit shall apply to the customer's future gas utility charges.

Low Income Assistance Credit (LIAC):

Company selected Residential customers may receive LIAC for up to 12 consecutive months. The number of customers enrolled may be adjusted, at the Company's discretion, in order to dispense Commission-approved LIAC funding on an annual basis. Any shortfall in the dispensing of annual LIAC funds to qualified customers shall be carried over into the subsequent LIAC program year. LIAC customer selection will be based on highest need and with total household income that does not exceed 150% of the Federal Poverty level. The total household income is verified when the customer has provided proof that they have received, or are currently participating in, one or more of the following within the past 12 months:

1. Customers whose total household income does not exceed 150% of the Federal Poverty level within the last 12 months
2. Customers who have received assistance from a Michigan Energy Assistance Program (MEAP)
3. Customers who have received a Home Heating Credit energy draft
4. A State Emergency Relief program
5. Medicaid
6. Customers that have participated in a Supplementary Nutrition Assistance Program where the total household income does not exceed 150% of the Federal Poverty level within the last 12 months

If the customer does not meet any of the above requirements, a low-income verification form will be provided by the Company for the customer to complete and return.

The monthly credit for LIAC shall be applied as follows:

Low Income Assistance Credit: ($30.27) per meter per month

If a credit balance occurs, the credit shall apply to the customer's future gas utility charges. Re-enrollment, if applicable, and confirmation of qualification is required for each annual period of participation.

Customers selected for LIAC, will not be eligible for the RIA provision while enrolled in LIAC.

(Continued on Sheet No. D-11.00)

RESIDENTIAL SERVICE RATE A

(Continued From Sheet No. D-10.00)

Monthly Rate (Contd)

Distribution Charge

$*5.7786* per Mcf for all Mcf purchased.

Gas Cost Recovery Charge

The gas cost recovery factors are shown on Sheet No. D-5.00.

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 Nos. D-2.00 through D-4.00.

Minimum Charge

The Customer Charge included in the rate, adjusted for qualified service provision credit and any applicable non-consumption based surcharges.

Due Date and Late Payment Charge

The due date of the customer's bill shall be 21 days from the date of transmittal. A late payment charge of 2%, not compounded, of the portion of the bill, net of taxes, shall be assessed to any bill that is delinquent. A customer who participates in the Winter Protection Plan or who is 65 years of age or older and who has notified the Company the customer is 65 years of age or older, shall be exempt from a late payment charge as described in Rule B2., Consumer Standards and Billing Practices for Electric and Natural Gas Service, R 460.125, Late payment charges.

Term and Form of Contract

Service under this rate shall not require a written contract.

MULTIFAMILY DWELLING SERVICE RATE A-1

Availability

Subject to any restrictions this rate is available to any multifamily dwelling installation containing more than two households served through a single meter and where, in the Company's opinion, it is impractical to provide gas service to each household through an individual meter. This rate is not available for multifamily dwellings containing two households served through a single meter.

Monthly Rate

Customer Charge

$*17.00* per month

Distribution Charge

$*5.7786* per Mcf for all Mcf purchased plus
$*0.1035* per Mcf of excess peak demand

Gas Cost Recovery Charge

The gas cost recovery factors are shown on Sheet No. D-5.00.

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 Nos. D-2.00 through D-4.00.

Minimum Charge

The Customer Charge included in the rate, adjusted for qualified service provision credit and any applicable non-consumption based surcharges.

Due Date and Late Payment Charge

The due date of the customer's bill shall be 21 days from the date of mailing. A late payment charge of 2% of the unpaid balance outstanding, net of taxes, shall be assessed to any bill which is not paid in full on or before the due date shown thereon.

Determination of Excess Peak Demand

The Mcf used for billing the excess demand shall be equal to all usage in excess of *92* Mcf in the peak month. The peak month shall be that month in the latest 12 months in which the greatest consumption occurred.

If 12 months of historical data are not available for a premises, then the Company shall use an estimated peak usage while accumulating 12 months of data. If, during the accumulation of 12 months of data, any month's actual usage exceeds the original estimated peak usage, then the actual usage shall become the new peak demand. However, if after 12 months the estimated peak usage exceeds the actual peak month's usage, then the customer's bills shall be recalculated using the actual and any overcharge shall be refunded with interest.

Term and Form of Contract

Service under this rate shall not require a written contract.

GENERAL SERVICE RATE
(Rates GS-1, GS-2 and GS-3)

Availability

Subject to any restrictions, this rate is available to any customer desiring gas service for any Non-Residential usage which includes tourist homes, rooming houses, dormitories, nursing homes and similarly occupied buildings containing sleeping accommodations for more than six persons. Gas shall not be purchased under any other rate for any equipment or process which uses gas under this rate.

This rate is not available for residential usage or for resale purposes.

Monthly Rate

	Service Category		
	GS-1	GS-2	GS-3
Principal Customer Charge	$*21.00*/meter	$*133.73*/meter	$*330.17*/meter
Contiguous Customer Charge	*21.00*/meter	*45.00*/meter	*125.00*/meter
Distribution Charge	$*4.9461*/Mcf	$*3.5935*/Mcf	$*3.3578*/Mcf

Selection of Service Category and Rates

Customers may choose the Service Category under which they take service, consistent with the provisions of Rules C4.1, Classes of Service, and C4.2., Choice of Rates. When the Customer is selecting its initial Service Category, the Company must advise them that the estimated economic breakeven point between GS-1 and GS-2 is approximately 1,000 Mcf per year and the estimated economic breakeven point between GS-2 and GS-3 is approximately 10,000 Mcf per year. Economic breakeven points may vary based on the usage and number of customer contiguous accounts. After the initial selection is made, then it is the customer's responsibility to determine when it is appropriate to switch Service Categories, as permitted by Rule C4.2, Choice of Rates.

Gas Cost Recovery Charge

The gas cost recovery factors are shown on Sheet No. D-5.00.

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 Nos. D-2.00 through D-4.00.

Minimum Charge

The Customer Charge included in the rate and any applicable non-consumption based surcharges.

Due Date and Late Payment Charge

The due date of the customer's bill shall be 21 days from the date of mailing. A late payment charge of 2% of the unpaid balance outstanding, net of taxes, shall be assessed to any bill which is not paid in full on or before the due date shown thereon.

Term and Form of Contract

Service under this rate shall not require a written contract.

This sheet has been cancelled and is reserved for future use.

SECTION E
TRANSPORTATION SERVICE
GAS TRANSPORTATION STANDARDS AND BILLING PRACTICES

E1. GENERAL PROVISIONS AND DEFINITIONS

E1.1 Definitions.

As used in this section:

(a) "Account" shall mean customer's facilities and operations directly connected with the individual facilities identified in the transportation contract between the Company and the customer. The gas for each account being measured by a single Company meter.

(b) "Allowance for Use and Loss" is defined in Rule E4.1.D. in this Section E.

(c) "Annual Contract Quantity" (ACQ) means the greatest quantity of gas that can be delivered for transportation on the customer's behalf for any given year as specified in the contract. The contracted ACQ shall be adjusted based on the customer's highest consecutive 12-month usage determined from the latest 36 months of data except that the ACQ may be adjusted, at the Company's sole discretion, for known or expected changes, or special operating conditions. The Company will conduct a review of the customer's ACQ once each 5-year period and may adjust the ACQ value based on the highest consecutive 12-month usage determined from the latest 36 months of data as adjusted. The Company may review and adjust a customer's ACQ if the customer requests a change to their gas transportation agreement.

(d) "Authorized Tolerance Level" means *2.0%,* 4.0%, 6.5%, 7.5%, 8.5%, 9.5%, or 10.5% of the customer's ACQ.

(e) "Business Day" means Monday through Friday, excluding Company holidays.

(f) "Cubic Foot of Gas" means the volume of gas which occupies one cubic foot when such gas is at a temperature of sixty degrees (60^{o}) Fahrenheit and at a pressure base of fourteen and sixty-five hundredths (14.65) psia dry.

(g) "Day" means a period of 24 consecutive hours (23 hours when changing from Standard to Daylight Time and 25 hours when changing back to Standard Time) beginning at 10:00 AM Eastern Clock Time or at such other time as may be mutually agreed.

(h) "Designated Sales Rate" means the rate under which the customer would take service if purchasing system-sales service.

(i) "Gas" means natural gas, manufactured gas or a combination of the two which meets the "quality" standards as specified in Rule E3., Gas Quality, in this Section E.

(j) "Gas Rate Book" means the standard rules and regulations and rates governing the sale of natural gas service as approved by the Michigan Public Service Commission.

(k) "Load Balancing Charge" is defined on the Transportation Service Rate Schedules.

(l) "Maximum Daily Quantity" (MDQ) means the greatest quantity of Gas that can be delivered for transportation on the customer's behalf on any Day. The MDQ shall not exceed the customer's peak monthly usage in the last 36 months of such service divided by 30, multiplied by 110% and adjusted, at the Company's sole discretion, for known or expected changes or special operating conditions. The Company will conduct a review of the customer's MDQ once each 5-year period and may adjust the MDQ value based on the preceding 36 months of data. The Company may review and adjust a customer's MDQ if the customer requests a change to their gas transportation agreement.

(m) "MMBtu" means one million Btu.

(n) "Month," except as provided with respect to billing, means a period beginning at 10:00 AM Eastern Clock Time on the first Day of a calendar month and ending at 10:00 AM Eastern Clock Time on the first Day of the following calendar month or at such other time as may be mutually agreed.

(Continued on Sheet No. E-2.00)

(Continued From Sheet No. E-1.00)

E1. GENERAL PROVISIONS AND DEFINITIONS (Contd)

E1.1 Definitions. (Contd)

(o) "Nominations" means the process by which the customer or the customer's agent notifies the Company of expected transportation quantities.

(p) "Operational Flow Order or OFO" is a directive the Company issues requiring customers to nominate and deliver flowing gas supply onto the Company's system during a specified Gas Day(s) either, 1) a maximum daily quantity (OFODQ Max), or 2) a minimum daily quantity (OFODQ Min), or 3) due to customer's special operating conditions as determined by the Company a quantity specified in the Contract between the customer and Company. An OFO will be issued to alleviate conditions that, in the sole judgment of Company, jeopardize the operations or integrity of the Company's system. An OFO may include, but is not limited to, any of the following flow requirements:

(1) An OFO that is applicable to all customers,
(2) An OFO to customers within an affected region,
(3) An OFO applicable to specific large customers,
(4) Restrictions to a customer with special operating conditions,
(5) Directions to deliver gas to points specified by the utility.

(q) "Operational Flow Order Daily Quantity Maximum or OFODQ Max" means a maximum daily quantity of gas supply that a customer will be allowed to nominate and deliver to Company during a Gas Day(s), typically during extreme warm weather or other operational constraints, and only after Company has invoked an Operational Flow Order.

(r) "Operational Flow Order Daily Quantity Minimum or OFODQ Min" means a minimum daily quantity of gas supply that a customer will be required to nominate and deliver during a Gas Day(s), typically during extreme cold weather or other operational constraints, and only after Company has invoked an Operational Flow Order. If nominations in place when OFO is issued exceed the OFODQ Min, then the customer will be required to maintain nominated amounts for the OFO period.

(*s*) "Total Heating Value Per Cubic Foot" means the number of Btu produced by the combustion, at constant pressure, of one Cubic Foot of Gas, with air of the same pressure and temperature as the gas, when the products of combustion are cooled to the initial temperature of the gas and air, and when the water formed by the combustion is condensed to the liquid state. This definition applies regardless of the equipment used to determine the total heating value per cubic foot.

(*t*) "Unauthorized Gas Usage Charge" is defined on the Transportation Service Rate Schedule.

E1.2 Application of Rules.

Unless otherwise provided for within this Section E or under their contracted Transportation Service Rate, transportation rate customers are subject to the Company's Gas Rate Book. Customers taking transportation service shall be considered utility service customers of the Company.

(Continued on Sheet No. E-2.10)

(Continued From Sheet No. E-2.00)

E1. GENERAL PROVISIONS AND DEFINITIONS (Contd)

E1.3 Possession of Gas.

A. Responsibility for Gas

The Company and the customer shall each be responsible for its own equipment, facilities and Gas on its own side of a delivery point. The customer shall have good title or good right to make delivery and, further, shall warrant for itself, its 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 customer shall indemnify and save the Company harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of same.

B. Indemnification of the Company

In the absence of negligence, recklessness or willful misconduct on the part of the Company or of the Company's officers, employees or agents, the customer waives any and all claims against the Company, its officers, employees or agents, arising out of or in any way connected with (1) the quality, use or condition of the Gas after delivery from the Company's line for the account of such customer; (2) any losses or shrinkage of Gas during or resulting from transportation and (3) all other claims and demands arising out of the performance of the duties of the Company, its officers, employees, or agents.

E2. RECORDS, ACCOUNTING AND CONTROL

E2.1 Transmittal of Notices, Bills and Payments.

All notices, bills and payments required or permitted to be given in connection with this service shall be transmitted as specified in the customer's contract, and shall be valid and sufficient if delivered in person, dispatched by first class mail, Western Union, telex, facsimile or transmitted electronically.

(Continued on Sheet No. E-3.00)

(Continued From Sheet No. E-2.10)

E2. RECORDS, ACCOUNTING AND CONTROL (Contd)

E2.2 Nominations, Accounting and Control.

A. If the customer designates some other party as agent for purposes of nominating, and of giving and receiving notices, the customer shall provide the Company with written notice of such designation. Any such designation shall be effective *for a period of 5 (five) years unless* revoked in writing by the customer.

B. All Nominations shall be submitted by facsimile, e-mail or an available electronic nomination system.

C. **Daily**: The customer or the customer's authorized representative shall notify the Company's Gas Transportation Services Department of the daily quantity of Gas (in MMBtu) that the customer is nominating for delivery to the Company on behalf of the customer. Such Nominations shall be submitted by 2:00 PM Eastern Clock Time on the Business Day prior to the effective Day of the proposed delivery. Nominations made after the 2:00 PM deadline shall be accepted at the sole discretion of the Company. Customers are required to have nomination on file for each Day of the Month. (A single nomination shall be assumed to apply for each subsequent Day of the Month, unless otherwise indicated.)

D. The customer or the customer's authorized representative may transfer all or any portion of their Gas balance to another customer. The customer from whom the Gas is transferred shall be charged a $25 fee. Such transactions are prospective and may not be used to avoid penalties once charged.

E. The Company may at its sole discretion, allow one transfer of Gas per Month between customers. The customer to whom the Gas is transferred shall be charged a $500 fee. Such transfers shall be received by the Company prior to 2:00 PM Eastern Clock Time one Business Day prior to the last business Day of that Month.

E2.3 Customer Data

The Company will make a reasonable effort to provide the Customer, or its designated agent, with accurate individual customer consumption data no later than 6 business days after the conclusion of the calendar month

E3. GAS QUALITY

E3.1 Quality.

The Gas delivered to the Company shall meet the following requirements:

A. Gas shall not contain more than 0.0005 percent (5 ppm) oxygen by volume;

B. Gas shall be commercially free from objectionable odors, solid or liquid matter, bacteria, dust, gum or gum-forming constituents which might interfere with its merchantability or cause injury to or interference with proper operation of the lines, regulators, meters or other appliances through which it flows;

C. Gas shall not contain more than 0.25 grain of hydrogen sulphide nor more than 0.5 grain of mercaptan sulfur per 100 cubic feet;

D. Gas shall not contain more than 5.0 grains of total sulfur (including hydrogen sulphide and mercaptan sulfur) per 100 cubic feet;

E. Gas shall not at any time have a carbon dioxide content in excess of two percent by volume;

F. Gas shall not contain an amount of moisture which at any time exceeds seven pounds per million cubic feet;

G. Gas shall be fully "interchangeable" in accordance with the provisions of AGA Research Bulletin No. 36.

H. The temperature of the Gas shall not exceed 100° F;

I. The hydrocarbon dewpoint of the Gas shall not exceed 30° F at 500 pounds per square inch.

(Continued on Sheet No. E-4.00)

(Continued From Sheet No. E-3.00)

E3. GAS QUALITY (Contd)

E3.2 Heating Value.

The Gas transported shall have a Total Heating Value Per Cubic Foot of not less than 965 Btu nor more than 1,110 Btu at a base pressure of 14.65 psi and 60 degrees Fahrenheit. Unless otherwise agreed, differences in the thermal value of the Gas transported shall be determined by the Company based on the assumption that the Gas delivered to the customer has a Btu content per Mcf that is the same as the Company's then-current system average Btu content per Mcf which shall be redetermined Monthly.

E4. SERVICE REQUIREMENTS

E4.1 Quantities.

A. The customer may deliver, or cause to be delivered, and the Company shall, subject to other provisions in the Company's Gas Rate Book, accept quantities of Gas up to the MDQ specified in the transportation contract. If deliveries to the Company exceed the agreed upon quantities, the Company may terminate the contract upon 30 Days' written notice to the customer.

B. Deliveries to the Company may be made by or on behalf of the customer at existing interconnections between the gas transmission facilities of the Company and other pipeline systems. These points of receipt shall be those that are agreed to from time to time by the customer and the Company.

C. The Company shall endeavor to deliver Gas to the customer, and the customer shall endeavor to take a quantity of Gas that is thermally equivalent to the Gas that it delivers or causes to be delivered. Such delivery on the part of the Company and take on the part of the customer is to be made at the outlet of the Company gas meter(s) identified in the transportation contract.

D. The Company shall retain *2.57* percent of all Gas received from customers being billed for distribution service on the Transportation Service Rate at the points of receipt to compensate it for the Company's use and lost and unaccounted for Gas on the Company's system ("Allowance for Use and Loss"). Gas received from customers being billed for distribution services on the General Service Rate shall not be subject to this provision. This volume shall not be included in the quantity available for delivery to the customer.

E. If, in any month, the quantity of Gas received by the Company at the points of receipt, less the Allowance for Use and Loss, is more than the quantity of Gas taken by the customer at the points of delivery, then the difference shall be retained by the Company and delivered to the customer in those succeeding months when the quantity of gas received by the Company is less than the customer's requirements. Such subsequent deliveries to the customer shall be subject to the withdrawal limitations identified on the Transportation Service Rate Schedule. Should the aggregate quantity of gas, less the Allowance for Use and Loss, retained by the Company at any month-end exceed 10% of the Annual Contract Quantity for ST, LT and XLT, or exceed 4% of the Annual Contract Quantity for XXLT, then the Company shall have the right: (1) to refuse to receive any additional quantity of gas for that customer until the Company has satisfied itself that the quantity of gas retained for the customer is less than the Authorized Tolerance Level and (2) to assess the customer a Load Balancing Charge for any month-end balance that exceeds the Authorized Tolerance Level.

F. After termination of the customer’s Gas transportation contract, the customer must withdraw or transfer any Gas retained by the Company within 60 days. If the customer has not withdrawn or transferred all of the Gas retained by the Company within 60 days, the Company will cash out the remaining balance at a rate of $1.00 per Mcf.

(Continued on Sheet No. E-5.00)

(Continued From Sheet No. E-4.00)

E4. SERVICE REQUIREMENTS (Contd)

E4.2 Delivery Pressure.

All Deliveries of Gas by the customer and the Company shall be made at a pressure sufficient to effect same, provided that neither party shall directly or indirectly cause the other to make such Deliveries at a pressure in excess of that which would be a reasonably expected maximum.

E4.3 Shutoff of Service.

The Company shall not be required to perform service under a transportation contract on behalf of any customer failing to comply with any and all terms of the customer's contract, and the Company's Gas Rate Book.

E4.4 Notice of Operational Flow Order (OFO).

When there is adequate time during constrained operational conditions or an emergency situation, and if applicable, the Company will implement an Operational Flow Order, or OFO. Unless specified otherwise in the Contract between the customer and the Company, an OFO invokes the requirement that customers shall deliver at least the OFODQ Min or no more than the OFODQ Max or as specified by the Company's OFO notice to the customer.

A. When the Company has provided the customer notification of an OFODQ Max, any nomination made by the customer is greater than the customer's OFODQ Max shall be rejected by the Company.

B. When the Company has provided the customer notification of an OFODQ Min requirement, the customer shall be deemed non-compliant and shall be charged a Deficiency Charge as defined in Section C3.1 of this Rate Book, on any Gas Day that the customer has not nominated and delivered to the Receipt Point(s) quantities of natural gas equal to or greater than the customer's required OFODQ Min.*

** The payment of a Deficiency Charge does not create the right to exceed the levels established by an OFO.*

If an OFO or curtailment becomes necessary, the Company shall provide notice to the Commission and all affected customers of the nature, probable duration and extent of such OFO or curtailment. Such notice will be given as far in advance as possible.

(Continued on Sheet No. E-5.10)

(Continued From Sheet No. E-5.00)

E5. BILLING

On or before the 20th of each calendar month, the Company shall endeavor to render a statement to the customer for service during the prior calendar month, such statement to show a separate billing for each of the customer's Accounts. The Company and the customer shall have the right at all reasonable times to examine the books, records and charts of the other party, to the extent necessary to verify the accuracy of any statement, charge or computation made under or pursuant to any provisions of this service.

E6. AUTHORIZED GAS USAGE CHARGE

A customer may apply to obtain access to the Company's system supply for Gas requirements in excess of the cumulative quantity delivered to the Company (less Gas used by the customer and less the Allowance for Use and Loss) on behalf of that customer. To obtain access, the customer shall make a prior written application to the Company specifying the quantity required and the time period requested (not to exceed 90 Days). The Company, at its sole discretion, may grant the request if it has sufficient quantity to do so without jeopardizing service to other customers. If the Company is unable to grant the request, in whole or in part, it shall notify the customer of the quantity available (if any), and shall maintain the application on file. If multiple customers request access, service shall be made available on a first-requested, first-served basis. Priorities will be established based on the time of receipt of the application by the Company. Existing unserved applications shall have priority over any new application.

E7. UNAUTHORIZED GAS USAGE CHARGE

A customer who has not obtained authorized access to the Company's system supply shall be subject to an Unauthorized Gas Usage Charge as designated on their contracted Transportation Service Rate.

E8. TRANSPORTATION RATE RESTORATION CHARGE

A turn-on charge of the sum of the intervening months' Customer Charges since the service was shut off, shall be made to any transportation rate customer who orders a shutoff and a restoration of service at the same premises within a period of 12 months.

(Continued on Sheet No. E-6.00)

(Continued From Sheet No. E-5.*10*)

E9. 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.

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. A marketer may make a standing request for contemporaneous disclosure of 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.

(Continued on Sheet No. E-7.00)

(Continued From Sheet No. E-6.00)

E10. 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, M.P.S.C. No. 3, Section E9., Transportation Standards of Conduct, 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:

Consumers Energy
One Energy Plaza
Jackson, MI 49201

Attention: Legal Department

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 Commission.

TRANSPORTATION SERVICE RATE

(Rates ST, LT, XLT and XXLT)

Availability

Subject to any restrictions, service under this Rate Schedule is available to any customer that could otherwise purchase gas under another Company Rate Schedule. A customer selecting transportation service, is not eligible to receive Gas under any of the Company's firm Gas sales rates for a minimum period of one year from the date the customer commenced taking Transportation Service.

Service provided to Rate Schedule XXLT is available to customers with an annual minimum throughput of 4,000,000 Mcf, subject to an annual review to ensure the minimum requirement is met. Customers served under the XXLT Rate Schedule will be required to operate at a contracted Authorized Tolerance Level of 4% or less.

Under this Rate Schedule, the Company shall transport Gas for the customer to the interconnections between the Company's facilities and those of the customer (points of delivery) from the interconnections between the Company's facilities and those of a third party that delivers Gas to the Company for redelivery to the customer (points of receipt).

A producer or a broker may contract for service on this Rate Schedule for the transportation of Gas from a wellhead through the Company's system to another pipeline, for the transportation of Gas from one pipeline to another pipeline or for the transportation of Gas from a specified interconnection between the Company's facilities and those of a third party for delivery to a specific customer within the Company's integrated distribution system, provided that all Gas transported for a producer or broker pursuant to this Rate Schedule is consumed in and never leaves the State of Michigan after entering the Company's system.

All customers requesting transportation service under this Rate Schedule shall make written application for such service on a form provided by the Company.

Monthly Rate

	Service category			
	ST	**LT**	**XLT**	**XXLT**
Principal Customer Charge	$*1,160.00*/meter	$*4.685.01*/meter	$*18,384.33*/meter	$*35,089.70*/meter
Contiguous Customer Charge	*105.00* /meter	*105.00* /meter	*105.00*/meter	NA
Remote Meter Charge	NA	NA	70.00/meter	70.00 /meter
Transportation Rates	*1.8446*/Mcf	*1.4216*/Mcf	*1.0928*/Mcf	*0.4601*/Mcf *

*The XXLT Transportation Rate reflects a contracted Authorized Tolerance Level of 4%.

Selection of Service Category and Rates

A customer may choose the Service Category under which they take service, consistent with the provisions of Rules C4.1, Classes of Service, and C4.2, Choice of Rates. When the customer is selecting its initial Service Category, the Company must advise them that the estimated economic breakeven point between ST and LT is approximately 100,000 Mcf per year, the estimated economic breakeven point between LT and XLT is approximately 500,000 Mcf per year. The estimated economic breakeven points assume an 8.5% ATL for rates ST, LT and XLT and exclude contiguous customer charges and all surcharges. Economic breakeven points may vary based on the throughput, contracted ATL and number of customer contiguous accounts. After the initial selection is made, then it is the customer's responsibility to determine when it is appropriate to switch Service Categories, as permitted by Rule C4.2, Choice of Rates.

(Continued on Sheet No. E-9.00)

TRANSPORTATION SERVICE RATE

(Rates ST, LT, XLT and XXLT)

(Continued From Sheet No. E-8.00)

Monthly Rate (Contd)

Authorized Gas Usage Charge

A customer may request in advance to purchase authorized Gas in accordance with the Company's Gas Rate Book. The Company may grant such request if sufficient supplies are available. In such instances, the customer shall be billed for such authorized usage at the customer's Designated Sales Rate, plus $1.00 per Mcf. The customer shall pay $.10 per Mcf for any unused volume that the customer received authorization to take. The Customer Charge shall be that as contained on the customer's designated service category.

Unauthorized Gas Usage Charge

A customer who has not obtained authorized access to the Company's system supply for such Account(s) shall be billed for unauthorized usage at its Designated Sales Rate plus an Unauthorized Gas Usage Charge. Such Unauthorized Gas Usage Charge shall be the higher of: a) the highest gas purchase price paid by the Company for gas supply delivered to its citygate during the applicable month, or b) the Company's Gas Cost Recovery (GCR) rate charged to GCR customers during the applicable month; plus $10 per Mcf for all Gas taken by the customer in excess of the cumulative volume delivered to the Company (less Gas used by the customer less the Allowance for Use and Loss) on behalf of the customer.

If in any month the customer's usage exceeds the amount of Gas available for use by the customer, the excess amount will be treated as unauthorized gas usage and subject to the "Unauthorized Gas Usage Charge". The amount of Gas available for customer use will be calculate*d* as the amount of gas received by the Company less the allowance for Gas-In-Kind, plus the net effect of any monthly balance transfers, if applicable, plus withdrawal from the customer's storage balance, as defined in Section E4.1E. During the months of November through March withdrawals from the customer's storage balance are limited to 3% of the customer's ACQ, *provided that the Company shall have the discretion to waive the 3% limit when such limit would be exceeded only as a result of a balance transfer between customers that does not directly result in any physical withdrawal of gas from the Company's system. Such a waiver may be granted once within any 12-month period.*

At the Company's discretion, *U*nauthorized *G*as *U*sage charges may be waived if the transportation customer experiences an extenuating circumstance or other unusual operating condition that leads to the condition causing the unauthorized charge and meets the following criteria:

1.) Transportation customer takes corrective action to ensure the circumstance is corrected
2.) Unauthorized use did not occur during the Company's heating season of November through March
3.) In lieu of the unauthorized charge, the customer is charged a rate equal to the Company's authorized Gas Usage Charge
4.) Transportation customer is responsible for the cost of the gas used
5.) The waiving for Unauthorized Usage Charge for extenuating circumstances shall not exceed one every 12 months

Load Balancing Charge

A customer shall be charged $0.25 per MMBtu for any month-end balance of Gas that exceeds Authorized Tolerance Level (ATL). In addition, there is a 2.0 percent gas-in-kind for fuel used for injection, for any month-end balance of Gas that exceeds the Authorized Tolerance Level and is in excess of the prior month-end balance.

(Continued on Sheet No. E-10.00)

TRANSPORTATION SERVICE RATE

(Rates ST, LT, XLT and XXLT)

(Continued From Sheet No. E-9.00)

Monthly Rate (Contd)

Load Balancing Charge (Contd)

ST, LT and XLT customer's ATL shall be 8.5% of the Customer's ACQ unless the customer contracts for a different percent in accordance with the following table. The Transportation Charge shall be adjusted as follows except for Transportation customers served on XXLT, where service is offered at 4% ATL or less:

Authorized As a % of ACQ Tolerance Level	ST, LT and XLT Transportation Charge Adjustment	XXLT Transportation Charge Adjustment
2.0%	$(*0.0738*) Per Mcf	$(*0.0227*)/Per Mcf
4.0%	$(*0.0511*) Per Mcf *	No Change*
6.5%	$(*0.0227*) Per Mcf	N/A
7.5%	$(0.0113) Per Mcf	N/A
8.5%	No Change	N/A
9.5%	$ 0.0113 Per Mcf	N/A
10.5%	$ *0.0227* Per Mcf	N/A

*For XXLT customers, the 4% ATL adjustment is reflected in their Transportation Rate, therefore there is no additional ATL adjustment required.

The monthly injection of Gas into the customer's ATL shall be at the customer's discretion except in September and October when any monthly injections in excess of 1.43% of the customer's ACQ, will be charged the Load Balancing Charge. A balance transfer between customers that does not directly result in any physical injection of gas into the Company's system may, in the Company's discretion, be exempted from the 1.43% monthly limit. Such a waiver may be granted once within any 12-month period.

Due Date and Late Payment Charge

The due date of the customer's bill shall be 21 Days from the date of mailing. A late payment charge of 2% of the unpaid balance outstanding, net of taxes, shall be assessed to any bill which is not paid in full on or before the due date shown thereon.

Metering Requirements

All eligible XLT and XXLT customers shall be required to provide, at no expense to the Company, a dedicated telecommunication line(s) as required for metering purposes, to a location specified by the Company. The communication link must be installed and operating prior to a transportation customer receiving service under Service Category XLT or XXLT. The customer shall be responsible for (i) ensuring that the communication links allow access to the meter data by the Company and are compatible with the Company's metering and billing systems, and (ii) all associated costs relating to the communication links including other accompanying equipment and monthly fees. The Company shall own and maintain the actual metering equipment and modem.

(Continued on Sheet No. E-11.00)

TRANSPORTATION SERVICE RATE

(Rates ST, LT, XLT, and XXLT)

(Continued From Sheet No. E-10.00)

Monthly Rate (Contd)

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 Nos. D-2.00 through D-4.00.

Term and Form of Contract

All service under this rate shall require a written contract with a minimum term of one year and month-to-month thereafter which must be approved by an officer of the Company or a duly authorized agent before it shall be binding upon the Company. A customer is eligible to request a return to sales rates 12 months from the date that the customer commenced taking service under the Transportation Service Rate Schedule. A customer requesting a return to sales service must provide the Company with a minimum of 12 months written notice of the customer's intent to return to sales rates. For purpose of the notice requirement, notice must be delivered to and received by the Company. The burden is on the customer to establish that notice has been given. The Company reserves the right to deny return to sales rates subject to the Company's Rule C2., Controlled Service.

CONTRACT STORAGE SERVICE RATE CS

This Rate Is Not Open to New Business

Availability

Subject to any restrictions, this rate is available to any transportation customer desiring storage service provided the Company has determined that it has sufficient available and uncommitted storage capacity to perform the service requested, and the storage capacity currently under contract was contracted prior to the Order in Case No. U-17643.

Delivery of Gas into or out of storage may be subject to interruption at the sole discretion of the Company.

A customer requesting service on this rate shall make written application for such service on a form provided by the Company. A storage agreement shall also be required.

Monthly Rate

Administrative Fee

$200 per account per month, plus

Storage Charge

Annual minimum of $0.20 per MMBtu to an annual maximum of $1.50 per MMBtu, billed monthly as negotiated.

Unauthorized Gas Usage Charge

The Company is authorized to charge storage Customers for Deliveries to, or redeliveries from, storage in excess of the maximum quantities set forth in the storage agreement. The penalty rates shall not exceed the current Unauthorized Gas Usage Charge stated in the applicable Transportation Service Rate Schedule.

Fuel Used for Injection

All Gas placed in storage shall be subject to a 2.0 percent gas-in-kind for fuel used for injection.

Due Date and Late Payment Charge

The due date of the customer's bill shall be not more than 21 Days from the date of mailing. A late payment charge of 2% of the unpaid balance outstanding, net of taxes, shall be assessed to any bill which is not paid in full on or before the due date shown thereon.

General Terms and Conditions

This rate is subject to all general terms and conditions shown on Sheet No. D-1.00 of the Company's Gas Rate Book.

Term and Form of Contract

All service under this rate shall require a written contract which must be approved by an officer of the Company or a duly authorized agent before it shall be binding upon the Company.

TRANSMISSION ONLY TRANSPORTATION SERVICE RATE TOT

Availability

Subject to any restrictions, service under this Rate Schedule is available to customers desiring to move gas through the Company's transmission system to a point of delivery off the Company's distribution system *only*. *This rate is not available to power generation customers.*

Under this Rate Schedule, the Company will transport natural gas volumes for a customer on the Company's gas transmission system only. The Company, in its sole judgement, shall have the right to determine if capacity is available for transportation under this Rate Schedule.

All customers requesting transmission service under this Rate Schedule shall make written application for such service on a form provided by the Company. The point(s) of receipt and point(s) of delivery shall be mutually agreed upon by Company and Customer and set forth in the contract. Any rates, terms and conditions not covered by Tariff shall be as contained in Company's standard Contract for Transmission Only Transportation Service.

Monthly Rate

Transmission Only Charge

$*0.6229* per Mcf

Operational Balance Agreement (OBA)

The aggregate quantity of gas delivered by the Company to the customer's delivery point(s), may be inadvertently greater or less than the aggregate quantity of gas nominated for delivery by the customer. This inadvertent over-delivery or under-delivery of gas by the Company to the customer relative to the nominated quantities shall be governed by a separate OBA with a delivery point operator.

The Company reserves the right to require the customer to balance nominations with physical deliveries on a daily basis, and to reduce the Operational Imbalance to the maximum thresholds identified in the OBA or to a level determined by the Company if no OBA is applicable upon notification, by the Company that such an action is required, and the customer agrees to take the action(s) necessary to reduce the imbalance. If the customer does not make a nomination to reduce the imbalance within 24 hours of such notification by the Company, the customer will pay a penalty of $10/MMBtu per day for each MMBtu of the daily Operation Imbalance.

Gas-in-Kind

Company shall retain *2.57*% of all gas received at the Receipt Point(s) to compensate it for the allowance for company-use and lost-and-unaccounted-for gas on Company's system. This volume shall not be included in the quantity available for delivery to Customer. In no event will Customer pay Gas-in-Kind more than once on the same volumes.

Due Date and Late Payment Charge

The due date of the customer's bill shall be 21 days from the date of mailing. A late payment charge of 2% of the unpaid balance outstanding, net of taxes, shall be assessed to any bill which is not paid in full on or before the due date shown thereon.

Metering Requirements

All eligible Customers metering requirements shall be in alignment with their delivery point operator according to their Interconnect Agreement.

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 Nos. D-2.00 through D-4.00.

Term and Form of Contract

All service under this rate shall require a written contract with a minimum term of one year and month-to-month thereafter which must be approved by an authorized agent before it shall be binding upon the Company. Customers who choose to terminate their contract shall be required to give the Company a ninety (90) day written notice.

SECTION F
GAS CUSTOMER CHOICE PROGRAM

F1. GENERAL PROVISIONS

A Supplier desiring to supply gas to customers under Gas Customer Choice Rate CC must receive a license from the Commission, register with the Commission Staff 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 F1., General Provisions, through Rule F5., Procedures For Complaints Between Suppliers And The Company.

Definitions (applicable to all of Section F of this Rate Book):

Alternative Gas Supplier (AGS) or Supplier means a marketer, broker, producer, or other entity that has received a license from the Commission and executed an Authorized Gas Supplier Agreement with the Company to deliver gas supplies to customers under Rate CC.

Customer:

(1) Residential means a purchaser (account holder) of natural gas that is supplied or distributed by a utility for residential purposes.

(2) Small Commercial means a Non-Residential customer (business name) with aggregate usage of 500 Mcf of natural gas or less per year.

(3) Large Commercial means a Non-Residential customer (business name) with aggregate usage above 500 Mcf of natural gas per year that is supplied or distributed by a utility for non-residential purposes.

Legally Authorized Person means a person that has legal documentation or legal authority to enroll a Residential or Commercial customer into a binding contract. A Legally Authorized Person includes, but is not limited to, an individual with power of attorney or a corporate agent authorized to enter into contracts on a corporation's behalf.

Program means the Gas Customer Choice Program approved by the Commission.

The terms signature or signed include electronic signatures as defined in the Michigan Uniform Electronic Transactions Act.

A. Customers may elect to participate in the GCC Program and Suppliers may solicit customer participation at any time. However, if a customer is in arrears with the Company, the customer is not eligible to participate in this customer choice program until arrearages have been paid in full to the Company.

B. 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. 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. A Supplier shall provide the Company 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 initial cash deposit shall be provided to the Company by the last day of the calendar month prior to the month in which the Supplier's customers commence service. Subsequent changes to the cash deposit will be included in the monthly remittance to the 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, 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.

(Continued on Sheet No. F-2.00)

(Continued From Sheet No. F-1.00)

F1. GENERAL PROVISIONS (Contd)

D. 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. The monthly remittance to the Supplier will be adjusted by a Supply Equalization Charge. The Supply Equalization Charge shall be equal to the product of: (a) and (b) where (a) equals the Company's weighted average monthly cost of gas purchased and produced for the month the Supply Equalization Charge is incurred less the average actual price per Mcf, billed to the Supplier's customers in that billing month converted to price per MMBtu using the monthly system average Btu content, and (b) equals the increase for that month, if any, in the amount by which the cumulative Mcf quantity billed to customers for the Program year, converted to MMBtu using the monthly system average Btu content, exceeds the cumulative Supplier deliveries for the Program year in MMBtu. The charge shall not be less than zero. For the month of April, gas returned to the Supplier in accordance with Section F1, M., that was not nominated for delivery in May, will be added to the Supplier's deliveries for purposes of this calculation. The Program year is the year beginning April 1 and ending the following March 31.

F. A Supplier shall pay a monthly Administrative Fee of $100.00 per Supplier-designated pricing category.

G. 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 initial schedule will indicate volumes that the Supplier is required to deliver each day on an aggregate basis for all accounts served by the Supplier, i.e., all Supplier-designated pricing categories will be combined. This schedule will be updated by the Company on a monthly basis. For most Gas Customer Choice customers, scheduled daily volumes will not normally vary for the delivery months of April – December by more than plus/minus 10% from 1/365th of the estimated annual customer load to be served by the Supplier. For the delivery months of January – March the Company will apply variances in deliveries up to plus/minus 30% from the $1/365^{th}$ of the estimated annual customer load to be served by the Supplier as needed to keep Supplier annual imbalances as close to zero as practical. The estimated annual customer load in all months will include a cold weather design factor based on the Company's filing in the current Gas Cost Recovery (GCR) plan case. The Supplier shall be responsible for obtaining sufficient pipeline capacity to meet its delivery obligations.

H. Gas delivered into the Company's system shall comply with Rule E3, Gas Quality.

I. 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. Such nominations shall be made in accordance with the Company's nomination requirements, Rule E2.2 C. - Nominations, Accounting and Control.

J. A Supplier that falls short of the delivery schedule, described in Paragraph G, above, shall pay a per MMBtu "Failure Fee" for all shortages in the amount of $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, Gas Cost Recovery Clause and Standard Refund Procedures, or (b) the current highest spot price paid for gas delivered to ANR Pipeline Company, Trunkline Gas 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.

A Supplier that falls short of the required delivery schedule obligation to the extent that the cumulative unpaid Failure Fees exceed any cash deposit or alternative assurance described in Paragraph D., above, shall have its Authorized Supplier status revoked. Subject to Rule C2, Controlled Service, the Supplier's customers shall become sales rate customers of the Company.

(Continued on Sheet No. F-3.00)

(Continued From Sheet No. F-2.00)

F1. GENERAL PROVISIONS (Contd)

K. 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 start of each 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.

L. 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, not in excess of the Suppliers' delivery obligation, multiplied by the lesser of the average actual price per Mcf converted to MMBtu, billed to the Supplier's customers that month or 110% of the cost of gas billed to sales customers pursuant to the Company's Rule C7, Gas Cost Recovery Clause and Standard Refund Procedures. The average actual price per Mcf billed to the Supplier's customers is the total amount billed to the Supplier's customers for that billing month divided by the total quantity, in Mcf, billed to the Supplier's customers for the same month. The amount to be remitted shall be reduced for any applicable Supply Equalization Charges, Administrative Fees, Billing Fees, Failure Fees, and/or amounts owed pursuant to the annual price reconciliation per Paragraph M.

M. Except as set forth below, within 60 working days after (i) the end of the March billing cycle, or (ii) revocation of a Supplier's Authorized Supplier status, or (iii) withdrawal by a Supplier from participation in the Gas Customer Choice Program, the Company will reconcile the cost per MMBtu remitted to the Supplier per Paragraph L, before reductions for Administrative Fees, Billing Fees, Failure Fees, and Supply Equalization 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 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 revocation of a Supplier's Authorized Supplier status, or withdrawal by a Supplier from participation in the Gas Customer Choice Program, 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.

For gas volumes returned to the Supplier, the Supplier shall have until the end of the second full month from when the reconciliation statement is distributed to remove the volume from his storage pool. At the end of the second full month and any month thereafter, the Company, at its sole discretion, may: (i) assess a holdover fee of $0.25 per MMBtu per month for any gas volume remaining in storage or (ii) cash out the remaining gas in storage at the then current cost of gas billed to sales customers pursuant to the Company's Rule C7, Gas Cost Recovery Clause and Standard Refund Procedures.

N. If the Commission or its Staff determines that a Supplier has not complied with the terms and conditions of the Program, the Commission or its Staff shall direct a utility or utilities to suspend the Supplier's Authorized status until the Commission or its Staff determines that necessary changes have been made to comply with the requirements. Failure to make the necessary changes or further noncompliance with the requirements of the terms and conditions of the Program may result in the Supplier's termination from the Program. If a Supplier is terminated subject to Rule C2, Controlled Service, its customers shall become sales rate customers of the Company.

O. The Company will convert customer consumption from Mcf to MMBtu using monthly system-average Btu content.

P. 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.

(Continued on Sheet No. F-4.00)

(Continued From Sheet No. F-3.00)

F1. GENERAL PROVISIONS (Contd)

Q. The annual reconciliation, load requirement, delivery schedules, Supply Equalization Charges, and delivery shortfall Failure Fees shall apply on an aggregate basis for all accounts served by a Supplier, i.e., all Supplier-designated pricing categories will be combined.

R. The Company may disclose, at such times as requested by the Commission or its staff, the gas rates charged to Rate CC customers.

S. 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.

T. The Company will act as Supplier of last resort under the Program.

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

V. If a customer has a complaint against a Supplier, the customer should try to resolve it first with the Supplier. If the complaint is unresolved, the customer should involve the Commission by contacting the Commission Staff. Should the customer choose to involve the Company in a complaint, the Company shall forward the complaint information to the Commission Staff and the Supplier for resolution. The Company shall have no responsibility for resolving disputes between customers and Suppliers but shall provide information if requested by the customer or Commission Staff.

W. The Transportation Standards of Conduct, Rules E9 and E10, shall apply to the GCC Program.

X. The Company will make a reasonable effort to provide the Supplier with accurate individual customer consumption data on a monthly basis no later than 5 business days after the conclusion of the calendar month.

F2. CUSTOMER PROTECTIONS

These provisions shall be monitored and enforced solely by the Commission or its Staff.

A. A Supplier must provide residential and small commercial customers with a 30-day unconditional right to cancel the contract without termination fees following the date the customer signs the contract. The first day of the 30-day period is the day after the contract is entered into by the customer. The exercise of this unconditional 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 within three (3) business days after receiving notice that a customer has cancelled the contract in order to return to the Company sales rate. The Supplier shall not submit a de-enrollment file to the Company if the customer is transferring to another AGS. 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 after the unconditional cancellation period, through verbal or written communication with the Supplier. The customer may switch Suppliers or cancel their contract at any time with a Supplier. However, the customer shall be made aware of the existence and amount of any early termination fee by the Supplier. The Supplier shall execute a customer’s request for cancellation without delay, irrespective of whether an early termination fee or other penalty is paid to the Supplier.

C. A Supplier's sales representatives, agents, or employees must not represent itself in any manner as an employee, affiliate, subcontractor, 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. Suppliers must comply with all local ordinances before their sales representatives, agents, or employees begin door-to-door marketing. Door-to-door marketing and telephone marketing must be performed between 9:00 AM and 8:00 PM.

(Continued on Sheet No. F-5.00)

(Continued From Sheet No. F-4.00)

F2. CUSTOMER PROTECTIONS (Contd)

D. All contracts offered by the Supplier and signed by the customer must be clearly labeled at the top of the contract as "Gas Customer Choice Contract" with the Supplier's name, the type of contract being offered and in a font size of at least 16 point and bold.

(1) A Supplier must use a font size of at least 12 point for its contract with residential and/or small commercial customers.

(2) All terms and conditions of the contract are considered part of the contract and must be included in the contract document and provided to the customer as one document at the time of signing the contract. The signature can appear on a separate or easily separable document from the terms and conditions as long as the signature page also includes an identifier that is the same as that which appears on the terms and conditions and also includes the customer's name, account number and the language contained in F2.H.(10).

(3) Customers enrolling through verbal means shall have the entire contract including the rate, terms and conditions included in the contract provided to them in writing via U.S. mail or verifiable electronic mail. This correspondence shall be postmarked within seven (7) days of the customer's verbal enrollment.

(4) Customers enrolling through electronic means shall have the entire contract including the rate, terms and conditions included in the contract provided to them in writing via U.S. mail and by verifiable electronic mail. These correspondences shall be postmarked within seven (7) days of the customer's electronic enrollment with the Supplier.

E. The maximum early termination fee for residential contracts of one year or less shall not exceed $50. The maximum early termination fee for residential contracts of longer than one year shall not exceed $100. The maximum early termination fee for small commercial contracts of one year or less shall not exceed $150. The maximum early termination fee for small commercial contracts of longer than one year shall not exceed $250.

F. Contracts may continue after initial term expiration on a month-to-month basis, cancelable at anytime without penalty.

G. Any contract that is not signed by the customer or legally authorized person shall be considered null and void. Only the customer account holder or legally authorized person shall be permitted to sign a contract. A Supplier and its agent shall make reasonable inquiries to confirm that the individual signing the contract is a legally authorized person.

H. The following information must be included in all residential and commercial Supplier's contracts with a customer:

(1) The Supplier's name.
(2) The Supplier's address.
(3) The Supplier's toll-free telephone number.
(4) Cancellation rights.

All residential and small commercial customers have a 30-day unconditional right to cancel the contract without termination fees following the date the customer signs the contract.

All large commercial customers have a 14-day unconditional right to cancel the contract without termination fees following the date the customer signs the contract. This class of customer may waive this right of cancellation by affirmatively agreeing to waive this right on the contract. This customer protection waiver should be prominent in the contract language.

(Continued on Sheet No. F-6.00)

(Continued From Sheet No. F-5.00)

F2. CUSTOMER PROTECTIONS (Contd)

H. (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) If the Supplier does not offer a fixed price, the contract and all related marketing materials must contain a clear explanation of the pricing factors used to determine the price and an example of how the pricing factors would be implemented.

(9) Provision for a 60-day advance notice to the customer of any price change at the expiration of a fixed price contract.

(10) Residential Contracts must include: In bold 14 point type above the place for the customer's signature, the following statement: I acknowledge that I am the account holder or, Legally Authorized Person to execute a contract on behalf of the account holder. I understand that by signing this contract, 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 Consumers Energy Company'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).

Small Commercial Contracts must include: In bold 12 point type above the place for the legally authorized customer’s signature and company business title, the following statement: I acknowledge that I am the account holder or Legally Authorized Person to execute a contract and legally bind the business in this contract. I understand that by signing this contract, I am switching the gas Supplier for this commercial account to (new Supplier name). I understand that gas purchased for this commercial account by (new Supplier name) will be delivered through Consumers Energy Company’s delivery system. The legally authorized person to execute a contract and legally bind the business in this contract has 30-days after today to cancel this contract for any reason through written or verbal notification to (new Supplier name).

Large Commercial Contract must include: In bold 12 point type above the place for the legally authorized customer’s signature and company business title, the following statement: I acknowledge that I am the account holder or Legally Authorized Person to execute a contract and legally bind the business in this contract. I understand that by signing this contract, I am switching the gas Supplier for this commercial account to (new Supplier name). I understand that gas purchased for this commercial account by (new Supplier name) will be delivered through Consumers Energy Company’s delivery system. The Legally Authorized Person to execute a contract and legally bind the business in this contract has 14-days after today to cancel this contract for any reason through written or verbal notification to (new Supplier name). I may waive this right of cancellation by affirmatively agreeing to this waiver on the contract. If you terminated your contract today, and if the unconditional cancellation period did not apply, based on current gas prices and your historical usage, a good-faith estimate of your termination fee would be (AGS places its fee here). This termination fee is subject to change as your usage and the market price of gas fluctuate.

(Continued on Sheet No. F-7.00)

(Continued From Sheet No. F-6.00)

F2. CUSTOMER PROTECTIONS (Contd)

I. A Supplier must allow the Commission Staff an opportunity to review and comment on its residential and small commercial contract(s), marketing materials and scripts at least five (5) business days before the Supplier intends to use the contract(s) and marketing materials in the marketplace.

J. A Supplier that does not comply with the requirements of Section F of this Gas Rate Book will have its participation in the Program suspended until the Commission or its Staff has determined that necessary changes have been made to comply with the requirements. Any continuing or further noncompliance or use of materials that the Commission or its Staff determines do not meet all of the requirements Section F of this Gas Rate Book may result in the Supplier's termination from the Program.

K. A Supplier must distribute a confirmation letter to residential customers by U.S. mail. The confirmation letter must be postmarked within seven (7) days of the customer or Legally Authorized Person signing a contract with the Supplier. The confirmation letter must include the date the letter was sent, the date the contract was signed, the term of the contract with end date, the fixed or variable rate charged, the unconditional cancellation period, any early termination fee, the Supplier's toll-free number, the Commission's toll-free number and any safety-related messages required by the Company. The confirmation letter may be sent with the contract in cases where a contract must be sent. The Company is not required to send letters to customers confirming a customer's choice of an alternative Supplier.

A Supplier must distribute a confirmation letter to all commercial customers by certified U.S. mail, verifiable facsimile or verifiable electronic mail within seven (7) days of the customer or Legally Authorized Person signing a contract with the Supplier. The Supplier shall be responsible for maintaining records that verify delivery and receipt of the confirmation letter, facsimile or e-mail. The confirmation letter must be sent to the business's principal office. The confirmation letter must include the date the letter was sent, the date the contract was signed, the term of the contract with end date, fixed or variable rate charged, the unconditional cancellation period, if any, any early termination fee, the Supplier's toll-free number, the Commission's toll-free number and any safety-related messages required by the Company. Suppliers must include a good-faith estimate of the Large Commercial customer's early termination fee, identifying the applicable pricing factors and an example of how the fee is calculated.

F3. SOLICITATION REQUIREMENTS

These provisions shall be monitored and enforced solely by the Commission or its Staff.

A. It is the Supplier's responsibility to have a current valid contract with the customer at all times. 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 from the customer or Legally Authorized Person.
(2) Independent third party verification with an audio recording of the entire verification call.
(3) An e-mail address if signed up through the Internet.

The Commission or its Staff 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.

(Continued on Sheet No. F-8.00)

(Continued From Sheet No. F-7.00)

F3. SOLICITATION REQUIREMENTS (Contd)

B. Suppliers and agents who are soliciting customers must comply with the following requirements:

(1) The Supplier and its agents must clearly identify the AGS on whose behalf they are soliciting.

(2) The Supplier and its agents must not represent themselves as employees or agents of the Company.

(3) The Supplier and its agents must affirmatively indicate if they are a marketing affiliate of the Company, that the affiliate is a separate entity and that the affiliate is not regulated by the Michigan Public Service Commission.

(4) The Supplier and its agents must submit residential and small commercial contract(s), marketing materials and scripts to the Commission Staff for review at least five (5) business days prior to using the materials in the marketplace.

(5) The Supplier and its agents cannot remove the original of the customer's bill from the residence or small commercial office.

(6) The Supplier and its agents must comply with truth in advertising in all verbal, written, or electronic statements to the customer.

(7) A Supplier who is actively marketing and/or enrolling customers in the Company's territory will post to the Commission's gas rate comparison website at MI.gov/CompareMIGas its generally available offers for residential and small commercial customers per the Terms and Conditions of the AGS licensing application.

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.

F4. SUPPLIER LICENSING AND CODE OF CONDUCT

These provisions shall be monitored and enforced solely by the Commission or its Staff.

A. A Supplier is required to be licensed by the Commission and provide the following information prior to any solicitation:

(1) The name of the Supplier's company/corporation and type of organization.

(2) The Supplier's mailing address.

(3) The Supplier's principal place of business address.

(4) The Supplier's Michigan office address and toll-free phone number during normal business hours for customer inquiries and concerns.

(5) The Supplier and its agents must submit residential and small commercial contract(s), marketing materials and scripts to the Commission Staff for review at least five (5) business days prior to using the materials in the marketplace.

(6) Name, address, phone number, and e-mail address of person designated to receive and respond to requests from the Commission or its Staff with respect to inquiries, complaints and regulatory matters.

(Continued on Sheet No. F-9.00)

(Continued From Sheet No. F-8.00)

F4. SUPPLIER LICENSING AND CODE OF CONDUCT (Contd)

B. As a condition of licensing as a Supplier, a Supplier must agree to abide by a code of conduct that provides:

(1) The Supplier will issue accurate and understandable contract(s) and marketing materials.

(a) The Supplier and its agents will not engage in communications or practices that are fraudulent, deceptive or misleading.

(b) The Supplier and its agents 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.

(c) The Supplier will provide this documentation to the Commission or its Staff, upon request.

(d) Marketing materials must contain the average price per Mcf, 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.

(e) If the Supplier does not offer a fixed price, the marketing materials must contain a clear explanation of the pricing factors used to determine the price and an example of how the pricing factors would be implemented over a relevant time period and for relevant usages. Marketing materials shall 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 Regulations and Rate Schedules as they are contained in the Company's Rate Book for Natural Gas Service as well as applicable laws.

(4) The Supplier must comply with Commission rules relating to response to customer complaints, formal complaints and customer service.

(5) The Supplier will provide accurate and sufficient customer service information. The Supplier will advise customers of their 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 maintain regular hours during which customers can make inquiries and complaints. Customer inquiries to a Supplier that are related to gas emergencies, such as gas leaks or outages, should be directed to the Company.

(6) The Supplier must inform a customer of the amount of its early termination fee prior to de-enrollment or transfer to another AGS. A customer is responsible to know if early termination fees apply in their contract. If after the Supplier discloses the early termination fee amount and the customer returns to the Company sales rate or switches to another AGS, the customer may be responsible for early termination fees or other penalties owed to the Supplier. The Supplier shall execute a customer’s request for cancellation without delay, irrespective of whether an early termination fee or other penalty is paid to the Supplier.

(7) 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 shall maintain verification records for as long as the customer’s contract is valid, plus an additional three (3) more 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.

(Continued on Sheet No. F-10.00)

(Continued From Sheet No. F-9.00)

F4. SUPPLIER LICENSING AND CODE OF CONDUCT (Contd)

(8) 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, courteous, 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 to the customer's satisfaction. If the complaint cannot be resolved, the Supplier will refer the customer to the Commission or its Staff. The Supplier will provide complete reports of the complaint investigation and resolution to the Commission or its Staff within ten (10) business days for the resolution of customer complaints. The Supplier will appoint at least one employee to be a contact person between the Supplier and the Commission or its Staff. The Supplier will cooperate with the Commission or its Staff 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.

(9) The Supplier will retain pipeline capacity sufficient to meet its customer requirements.

(10) A Supplier who is actively marketing and/or enrolling customers in the Company's territory will post to the Commission's gas rate comparison website at MI.gov/CompareMIGas its generally available offers for residential and small commercial customers per the Terms and Conditions of the AGS licensing application.

F5. PROCEDURES FOR COMPLAINTS BETWEEN SUPPLIERS AND THE COMPANY

If the Company receives a verbal complaint from a Supplier related to the Gas Customer Choice Program Rules and Regulations 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:

Consumers Energy
One Energy Plaza
Jackson, MI 49201

Attention: Legal Department

B. The Company will acknowledge the receipt of the formal written complaint, in writing, within five (5) 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 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.

GAS CUSTOMER CHOICE RATE CC

Availability

Subject to any restrictions, this rate is available to any active customer desiring gas service where the customer's gas is provided by an Authorized Gas Supplier under Rule F1., General Provisions. If a customer is in arrearages with the Company, the customer is not eligible to participate in this customer choice program until arrearages have been paid in full to the Company. A customer will take service under this rate in accordance with an accepted enrollment from a Supplier. 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 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 Choice of Rates provisions of those sales rates and except as otherwise provided, must remain on the sales rate for 12 months.

Minimum Term

A customer who has elected to take service under Rate CC may switch or cancel Suppliers at any time. A customer who has elected to take service under Rate CC may return to the Company sales rate at any time, but must remain on the sales rate for 12 months.

A customer may also change from Rate CC to another rate if (i) the customer exercises an unconditional right of cancellation pursuant to Section F with the initial Supplier selected by the customer, (ii) the customer establishes that the customer was enrolled by a Supplier without the customer's knowing consent, (iii) the Supplier's action forces the customer to the Company's sales service, (iv) the Supplier selected by the customer defaults under its Supplier Agreement, or (v) 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, surcharges, penalties and taxes. The authorized Supplier's cost of gas charges will be billed as part of the Company's bill. Service is subject to the Company's Rate Book for 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.

Monthly Rate

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 Commodity Charge

The customer's cost of gas will be as communicated to the Company each month by the customer's Authorized Supplier. 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, the customer is subject to Rule C2., Controlled Service.

(Continued on Sheet No. F-12.00)

GAS CUSTOMER CHOICE RATE CC

(Continued From Sheet No. F-11.00)

Monthly Rate (Contd)

General Terms and Surcharges

This rate is subject to all general terms and conditions shown on Sheet No. D-1.00, surcharges shown on Sheet No. D-2.00 and any applicable charges shown on Sheet No. D-3.00. This rate is also subject to charges, terms and conditions set forth in Section F.

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 customer's bill shall be 21 days from the date of mailing. A late payment charge of 2%, 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.

SECTION G
GROUP TRANSPORTATION SERVICE PROGRAM
STANDARDS AND BILLING PRACTICES

These General Rules and Regulations for Group Transportation Service customers are not to supersede but are in addition to Rule B1, Technical Standards for Gas Service. Under this program, a gas Supplier may aggregate the receipts and deliveries of gas transportation customers taking service under the Company's Gas Transportation Service Rate Schedules by establishing a Group with those transportation customers who have agreed to participate in the program. The Supplier will also establish a Group Administrator, who will enroll transportation customers into the Group, manage the Group, and take responsibility for all fees and penalties associated with the Group. The transportation customer will continue to be billed under the Gas Transportation Service Rate Schedule designated on its transportation service contract, except that, as a member of a Group, Authorized Gas is not available, and the transportation customer will not be subject to the Unauthorized Gas Usage Charge or Load Balancing Charge as set forth in the Gas Transportation Service Rate Schedule.

G1. GENERAL PROVISIONS AND DEFINITIONS

G1.1 Definitions.

As used in this section:

(a) "Account" shall mean transportation customer's facilities and operations directly connected with the individual facilities identified in the transportation service contract between the Company and the transportation customer. The gas for each account shall be measured by a single Company meter.
(b) "Allowance for Use and Loss" is defined in Rule G4.1.C. in Section G.
(c) "Business Day" means Monday through Friday, excluding Company holidays.
(d) "Cubic Foot of Gas" means the volume of gas which occupies one cubic foot when such gas is at a temperature of sixty degrees (60^{o}) Fahrenheit and at a pressure base of fourteen and sixty-five hundredths (14.65) psia dry.
(e) "Day" means a period of 24 consecutive hours (23 hours when changing from Standard to Daylight Time and 25 hours when changing back to Standard Time) beginning at 10:00 AM Eastern Clock Time or at such other time as may be mutually agreed.
(f) "Enrollment" means an identification of the transportation customers to be aggregated in a Group. The Enrollment will be in a form specified by the Company. All Enrollments must be received at least sixty days prior to the calendar month in which the transportation customer will become part of the Group, and an Enrollment will be effective for a period of at least twelve (12) months.
(g) "Gas" means natural gas, manufactured gas, or a combination of the two which meets the "quality" standards as specified in Rule G3, Gas Quality of the Company's Gas Rate Book.
(h) "Gas Rate Book" means the standard rules and regulations and rates governing the sale of natural gas service as approved by the Michigan Public Service Commission.
(i) "Group" shall mean an aggregation of transportation customers, enrolled by a Group Administrator, who take service under Transportation Service Rate Schedules ST, LT, XLT, or XXLT and have agreed to participate in the Program. All transportation customers in a particular customer Group must have the same Authorized Tolerance Level, as defined in Section E.1.1 of the Company's Gas Rate Book.
(j) "Group Administrator" shall mean the administrator of the Group.
(k) "Group Annual Contract Quantity" (GACQ) means the sum of the individual contracted transportation customer Annual Contract Quantities, as defined in section E1.1, enrolled by the Group Administrator in a Group.
(l) "Group Authorized Tolerance Level" (GATL) means the Authorized Tolerance Level (ATL) of the transportation customers in a Group. The GATL shall be established as 2.0%, 4.0%, 6.5%, 7.5%, 8.5%, 9.5%, or 10.5% of the Group's GACQ, and all transportation customers in a Group shall have the same underlying contractual ATL, as defined in section E1.1 of the Company's Gas Rate Book.

(Continued on Sheet No. G-2.00)

(Continued From Sheet No. G-1.00)

G1. GENERAL PROVISIONS AND DEFINITIONS (Contd)

G1.1 Definitions (Contd)

(m) "Group Maximum Daily Quantity" (GMDQ) means the sum of the Maximum Daily quantities of all transportation customers enrolled in the Group, as defined in section E1.1 of the Company's Gas Rate Book.

(n) "Group Minimum Daily Quantity" (GMinDQ) means the minimum amount of gas that should be delivered by the Group Administrator when required to do so at the Company's sole discretion. The GMinDQ will be calculated as a percentage of the GMDQ.

(o) "MMBtu" means one million Btu.

(p) "Month," except as provided with respect to billing, means a period beginning at 10:00 AM Eastern Clock Time on the first day of a calendar month and ending at 10:00 AM Eastern Clock Time on the first day of the following calendar month or at such other time as may be mutually agreed.

(q) "Nominations" means the process by which the Group Administrator notifies the Company of expected transportation quantities.

(r) "Supplier" means an entity who supplies natural gas to an end-use gas transportation customer on Consumers Energy's gas system.

(s) "Total Heating Value Per Cubic Foot" means the number of Btu produced by the combustion, at constant pressure, of one cubic foot of gas, with air of the same pressure and temperature as the gas, when the products of combustion are cooled to the initial temperature of the gas and air, and when the water formed by the combustion is condensed to the liquid state. This definition applies regardless of the equipment used to determine the total heating value per cubic foot.

(t) "Unauthorized Gas Usage Charge" is defined under the Monthly Fees Applicable to the Group Administrator section of the Group Transportation Service Program.

(Continued on Sheet No. G-3.00)

(Continued From Sheet No. G-2.00)

G1. GENERAL PROVISIONS AND DEFINITIONS (Contd)

G1.2 Application of Rules.

Unless otherwise provided for within this Section G, or under the transportation customer's contracted Transportation Service Rate Schedule, transportation customers and Group Administrators are subject to the provisions of the Company's Gas Rate Book. Transportation customers enrolled in the Group Transportation Service Program shall be considered customers of the Company.

G1.3 Possession of Gas.

A. Responsibility for Gas

The Company and the transportation customer shall each be responsible for its own equipment and facilities on its own side of a delivery point. The Group Administrator shall have good title or good right to make delivery and, further, shall warrant for itself, its 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 transportation customer and Group Administrator shall indemnify and hold the Company harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of the same.

B. Indemnification of the Company

In the absence of negligence, recklessness or willful misconduct on the part of the Company or of the Company's officers, employees or agents, the transportation customer and the Group Administrator waive any and all claims against the Company, its officers, employees or agents, arising out of or in any way connected with (1) the quality, use or condition of the gas after delivery from the Company's line for the account of such transportation customer; (2) any losses or shrinkage of gas during or resulting from transportation and (3) all other claims and demands arising out of the performance of the duties of the Company, its officers, employees, or agents.

G2. RECORDS, ACCOUNTING AND CONTROL

G2.1 Transmittal of Notices, Bills and Payments.

Transportation customers enrolled in a Group are required to enroll in the electronic billing program Business e-Bill or other electronic invoice delivery program as determined by Consumers Energy. It is the responsibility of the transportation customer to give access to the Group Administrator to view the transportation customer's bill.

G2.2 Nominations, Accounting and Control.

A. All nominations shall be submitted by facsimile, e-mail, or an available electronic nomination system.

B. **Daily**: The Group Administrator shall notify the Company's Transportation Services Department of the daily quantity of gas (in MMBtu) being nominated for delivery to the Company on behalf of the transportation customers in the Group. Such nominations shall be submitted by 2:00 PM Eastern Clock Time on the Business Day prior to the effective day of the proposed delivery. Nominations made after the 2:00 PM deadline shall be accepted at the sole discretion of the Company.

(Continued on Sheet No. G-4.00)

(Continued From Sheet No. G-3.00)

G2. RECORDS, ACCOUNTING AND CONTROL (Contd)

G2.2 Nominations, Accounting and Control.(Contd)

C. The Company, at its sole discretion, may require that each Group Administrator shall be responsible for delivering a Minimum Daily Quantity of gas for the Group for the period November through March. This Group Minimum Daily Quantity (GMinDQ) may vary by month and shall be posted on the Company's Informational Posting Website (IPW) as a percentage of the GMDQ by April 1 of each year to be effective for the following November through March period. A Group Administartor that falls short of the GMinDQ shall pay a per MMBtu group failure fee for all shortages in the amount of $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, Gas Cost Recovery Clause and Standard Refund Procedures, or (b) the current highest spot price paid for gas delivered to ANR Pipeline Company, Trunkline Gas 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.

D. The Group Administrator may transfer all or any portion of their gas balance to another Group. The Group Administrator of the Group from whom the gas is transferred shall be charged a $25 fee. Such transactions are prospective and may not be used to avoid penalties once charged. The Company may, at its sole discretion, allow one transfer of gas per month between Groups. The Group Administrator of the Group to whom the gas is transferred shall be charged a $500 fee. Such transfers shall be received by the Company prior to 2:00 PM Eastern Clock Time, one business day prior to the last business day of that month.

G3. GAS QUALITY

G3.1 Quality.

The gas delivered to the Company shall meet the following requirements:

A. Gas shall not contain more than *0.0005* percent (*5* ppm) oxygen by volume;

B. Gas shall be commercially free from objectionable odors, solid or liquid matter, bacteria, dust, gum or gum-forming constituents which might interfere with its merchantability or cause injury to or interference with proper operation of the lines, regulators, meters or other appliances through which it flows;

C. Gas shall not contain more than 0.25 grain of hydrogen sulphide nor more than 0.5 grain of mercaptan sulfur per 100 cubic feet;

D. Gas shall not contain more than 5.0 grains of total sulfur (including hydrogen sulphide and mercaptan sulfur) per 100 cubic feet;

E. Gas shall not at any time have a carbon dioxide content in excess of two percent by volume;

F. Gas shall not contain an amount of moisture which at any time exceeds seven pounds per million cubic feet;

G. Gas shall be fully "interchangeable" in accordance with the provisions of AGA Research Bulletin No. 36.;

H. The temperature of the gas shall not exceed 100° F;

I. The hydrocarbon dewpoint of the gas shall not exceed 30° F at 500 pounds per square inch.

(Continued on Sheet No. G-5.00)

(Continued From Sheet No. G-4.00)

G4. SERVICE REQUIREMENTS

G4.1 Quantities.

A. The Group Administrator may deliver, or cause to be delivered, and the Company shall, subject to other provisions in the Company's Gas Rate Book, accept quantities of gas up to the GMDQ specified in the Group transportation service contract.

B. Deliveries to the Company may be made by or on behalf of the Group Administrator at existing interconnections between the gas transmission facilities of the Company and other pipeline systems. These points of receipt shall be those that are agreed to from time to time by the Group Administrator and the Company.

C. The Company shall retain *2.57* percent of all gas received for transportation customers in the Group to compensate it for the Company's use and lost and unaccounted for on the Company's system ("Allowance for Use and Loss"). This volume shall not be included in the quantity available for delivery to transportation customers in the Group.

D. The amount of gas available for use by the Group will be calculated as the amount of gas received by the Company less the allowance for gas-in-kind, plus the net effect of any balance transfers, plus any withdrawals from the Group's storage balance. For purposes of this calculation, gas transferred to or from another Group or transportation customer during the billing month shall not be considered.

If, in any month, the amount of gas available for use by the Group is more than the quantity of gas taken by the transportation customers enrolled in the Group at their points of delivery, then the difference shall be retained by the Company and delivered to the Group in those succeeding months when the amount of gas available for use by the Group is less than the requirements of those transportation customers enrolled in the Group. Such subsequent deliveries to the Group shall be subject to the withdrawal limitations identified under the Monthly Fees Applicable to the Group Administrator section of the Group Transportation Service Program. Should the amount of gas available for use by the Group at any month-end exceed the GATL, then the Company shall assess the Group Administrator a Load Balancing Charge for any month-end balance that exceeds the GATL.

E. In the event of the termination of a Group Administrator's contract, the Group Administrator must transfer any gas retained by the Company to another Group or to a transportation customer taking service under a Transportation Service Rate Schedule within 60 days. If the Group Administrator has not withdrawn or transferred all of the gas retained by the Company within 60 days, the Company will cash out the remaining balance at a rate of $1.00 per Mcf.

F. Upon joining a Group, any volumes in the transportation customer's Authorized Tolerance Level balance will transfer into the Group Administrator's Group Authorized Tolerance Level balance. Upon leaving a Group, the transportation customer's Authorized Tolerance Level will follow the transportation customer and the Group Administrator's Group Authorized Tolerance Level will be reduced by the transportation customer's Authorized Tolerance Level.

(Continued on Sheet No. G-6.00)

(Continued From Sheet No. G-5.00)

G4. SERVICE REQUIREMENTS (Contd)

G4.2 Delivery Pressure.

All deliveries of gas by the Group Administrator and the Company shall be made at a pressure sufficient to effect same, provided that neither party shall directly or indirectly cause the other to make such deliveries at a pressure in excess of that which would be a reasonably expected maximum.

G4.3 Shutoff of Service.

The Company shall not be required to perform service under a Group transportation service contract if the Group Administrator has failed to comply with any and all terms of the Group Administrator's contract and the Company's Gas Rate Book.

G5. BILLING

On or before the last Business Day of each calendar month, the Company shall endeavor to render a statement to the Group Administrator for service during the prior calendar month. Such statement will also include any Unauthorized Gas Usage Charges, failure fees, or Load Balancing Charges incurred by the Group.

G6. UNAUTHORIZED GAS USAGE CHARGE

If, in any month, the Group exceeds the amount of gas available for use by the Group, the excess amount will be treated as unauthorized use and be subject to the Unauthorized Gas Usage Charge as designated under the Monthly Fees Applicable to the Group Administrator section of the Group Transportation Service Program.

G7. CUSTOMER PARTICIPATION IN A GROUP

Transportation customers may elect to participate in the Group Transportation Service Program, and Group Administrators may solicit transportation customer participation at any time. However, transportation customer enrollments must be received by the Company, in a form acceptable to the Company, by the first business day of the calendar month 60 days preceding the customer's enrollment in the Group. Each Supplier may elect to have an unlimited number of Groups with a maximum enrollment of 200 contract accounts per group. A Supplier can select desired ATL for each group. A customer who is a transportation customer of the Company must comply with all requirements of the Transportation Service Rate Schedule on which it takes service, excluding any penalties for Unauthorized Gas Usage Charges or Load Balancing Charges, which will be the responsibility of the Group Administrator.

The transportation customer's enrollment in a Group shall remain in effect for a period of at least twelve (12) months from the date of the enrollment. During that time, gas delivered to the transportation customer shall be provided to the Company by the Group Administrator of the Group in which the transportation customer is enrolled. A transportation customer enrolled in a Group cannot be enrolled in more than one Group at any time and is not eligible to designate receipts from any source other than the Group in which it is enrolled. The transportation customer's selection of a Group shall be effective until: (i) terminated by the transportation customer or the Supplier, (ii) the Supplier becomes disqualified from participating in the Group Transportation Service Program, or (iii) the Company receives an enrollment for that transportation customer in another Group. The Company shall incur no liability for relying on information received from a transportation customer or a Group Administrator which the Company believes to be genuine.

Transportation customers may also request to de-enroll in the Group Transportation Service Program, and those requests for de-enrollment must be received at least 60 days prior to desired effective date. Enrollment will remain in effect through the last day of the calendar month. Customers will transfer to another group or return to the Gas Transportation program effective on the first day of the month following de-enrollment. Customers leaving a Group will not retain any portion of the Group's Authorized Tolerance Level Balance. Upon de-enrollment from the Group Transportation Service Program, the customer will be subjected to the Company's Transportation Service Rate Schedule.

(Continued on Sheet No. G-7.00)

(Continued From Sheet No. G-6.00)

G8. DEPOSIT REQUIREMENTS

A Group Administrator shall provide the Company a cash deposit in the amount of $10.00 per Mcf for 10/365ths of the GACQ. The initial cash deposit shall be provided to the Company by the last business day of the calendar month prior to the month in which the Group Administrator's transportation customers commence service in the Group. Subsequent changes to the cash deposit will be included in the monthly bill to the Group Administrator. The cash deposit shall be adjusted if the Group Annual Contract Quantity changes due to underlying contractual changes of an individual Group member. As an alternative to a cash deposit, the Group Administrator 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, letter of credit, surety bond, or parental guarantee shall be applied against any unpaid charges and/or fees. Cash deposit amounts not so applied shall be refunded to the Group Administrator if the Group Administrator ceases to serve transportation customers under the Program.

G9. GROUP ADMINISTRATOR CONTRACT TERMINATION

A Group Administrator whose cumulative unpaid Group Administrative Fees, Customer Account Maintenance Fees, Unauthorized Gas Usage Charges, Load Balancing Charges, and Group failure fees exceed any cash deposit or alternative assurance shall have its Group transportation service contract terminated. In that event, transportation customers in the Group Administrator's Group will be removed from the Group but shall retain their individual status as transportation customers of the Company as specified in their individual transportation service contracts.

(Continued on Sheet No. G-8.00)

(Continued From Sheet No. G-7.00)

G10. GROUP TRANSPORTATION SERVICE PROGRAM 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 Group 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, Group Administrator, or third parties that any advantage may accrue to such customer, Supplier, Group Administrator, or other third party in the use of the Company's services as a result of that customer, Supplier, Group Administrator, or other third party dealing with its marketing affiliate and shall refrain from giving any appearance that it speaks on behalf of its affiliate.

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 or after 5 years from the date of the request. 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, Supplier, or Group Administrator, 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. A marketer may make a standing request for contemporaneous disclosure of 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, Group Administrator, 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, Group Administrator, 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.

(Continued on Sheet No. G-9.00)

(Continued From Sheet No. G-8.00)

G11. GROUP TRANSPORTATION SERVICE PROGRAM 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, M.P.S.C. No. 2, Section G10, Group Transportation Service Program Standards of Conduct, 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:

Consumers Energy
One Energy Plaza
Jackson, MI 49201

Attention: Legal Department

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 Commission.

F. If a transportation customer has a complaint against a Group Administrator or Supplier, the transportation customer should try to resolve it first with the Group Administrator or Supplier. If the complaint is unresolved, the transportation customer may address the complaint to the Commission. The Company shall have no responsibility for resolving disputes between transportation customers and Group Administrators or Suppliers but shall provide information as requested by the transportation customer or the Commission.

GROUP TRANSPORTATION SERVICE PROGRAM RATE

Availability

Subject to any restrictions, participation in the Group Transportation Service Program is available to any Supplier who wishes to aggregate the receipts and deliveries of transportation customers taking service under Transportation Service Rate Schedules. All transportation customers in a particular Group must have the same Authorized Tolerance Level, as defined in Section E.1.1 of the Company's Gas Rate Book. Furthermore, all transportation customers in a Group shall be enrolled by the Supplier's Group Administrator, utilizing a form specified by the Company.

Under this Program, the Company shall transport gas for the Group from the interconnections between the Company's facilities and those of a third party that delivers gas to the Company for redelivery (points of receipt) to the interconnections between the Company's facilities and those of the transportation customers within the Group (points of delivery). Each Group shall have a Group Administrator who will be responsible for all penalties associated with the aggregation of receipts and deliveries of the Group. Each Supplier desiring to establish a Group shall make written application for such service on a form provided by the Company. The Company will convert the transportation customer's consumption from Mcf to MMBtu using monthly system-average Btu content. The Company, at its discretion, shall issue operation flow orders, or take other action which is deemed necessary, to ensure system reliability. The Company will act as supplier of last resort under the Program.

A transportation customer who is part of a Group remains subject to the obligations of both the Transportation Service Rate Schedule under which it takes service and the transportation service contract between the transportation customer and the Company. The transportation customer will continue to be billed under the Transportation Service Rate Schedule designated on its transportation service contract. Members of a Group will not be subject to the Unauthorized Gas Usage Charge or Load Balancing Charge as set forth in the Transportation Service Rate Schedule. A transportation customer whose account is in arrears shall not be eligible to be part of a Group. Enrollment in a Group is voluntary.

Monthly Fees Applicable to the Group Administrator

Group Administrative Fee	$200/group
Customer Account Maintenance Fee	$5.00/customer account enrolled

Unauthorized Gas Usage Charge

The Group Administrator shall be billed for unauthorized usage at the rate for service under Transportation Service Rate ST plus an Unauthorized Gas Usage Charge. Such Unauthorized Gas Usage Charge shall be the highest Midpoint price reported for Michigan or Chicago LDC's during the applicable month as reported by Gas Daily or, in the event that Gas Daily discontinues its reporting of such prices, any comparable reporting service, plus $10 per Mcf for all gas taken by the Group in excess of the amount of gas available for use by the Group, as defined in Section G4.1D.

Monthly withdrawals from the Group's previous month-end storage balance during November through March will be limited to 3% of the Group's ACQ.

(Continued on Sheet No. G-11.00)

GROUP TRANSPORTATION SERVICE PROGRAM RATE

(Continued From Sheet No. G-10.00)

Monthly Fees Applicable to the Group Administrator (Contd)

Load Balancing Charge

Should the amount of gas available for use by the Group at any month-end exceed the Group Authorized Tolerance Level, then the Company shall assess the Group Administrator a Load Balancing Charge of $1.00 per MMBtu for the excess. In addition, there is a 2.0 percent gas-in-kind for fuel used for injection for any month-end balance of gas that exceeds the Group Authorized Tolerance Level and is in excess of the prior month-end storage balance.

The monthly injection of gas into the Group's ATL shall be at the Group Administrator's discretion, except in September and October when any monthly injections in excess of 1.43% of the Group's ACQ shall be charged the Load Balancing Charge.

Due Date and Late Payment Charge

The due date of the Group Administrator's bill shall be 21 days from the date of mailing. A late payment charge of 2% of the unpaid balance outstanding, net of taxes, shall be assessed to any bill which is not paid in full on or before the due date shown thereon.

Term and Form of Contract

All service under the Group Transportation Service Program shall require a written contract with a term of one year, and month-to-month thereafter, which must be approved by an officer of the Company or a duly authorized agent before it shall be binding upon the Company.

SECTION H
STANDARD CUSTOMER FORMS INDEX

STANDARD FORMS INCLUDING APPLICATIONS, AGREEMENTS AND CONTRACTS FOR GAS SERVICE, GAS MAIN EXTENSIONS AND FOR SURVEY AND MAINTENANCE OF CUSTOMER-OWNED GAS FACILITIES IN CENTRALLY METERED INSTALLATIONS

https://www.consumersenergy.com/residential/billing-and-payment/gas-standard-customer-forms