

## Retired Gas Utility Rate Book

The entire rate book entitled Michigan Consolidated Gas Company – MPSC No. 5, with approved rate schedules, rules, regulations, and standard forms, was retired February 6, 2013, in compliance with the Commission’s Order in Case No. U-15152 issued on October 9, 2007.

# MICHIGAN CONSOLIDATED GAS 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.

Copies of the Company's Rate Book for Natural Gas Service are available on Michigan Consolidated Gas Company's website at the following website address

<http://www.dteenergy.com/residentialCustomers/billingPayment/gasRate/gasRateBook.html>

or at the Michigan Public Service Commission's website at the following website address,

<http://www.dleg.state.mi.us/mpsc/gas/tariffmichcon.htm>.

### 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. 4 - Gas**

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D. G. Brudzynski  
Vice President  
Regulatory Affairs

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Technical Terms and Abbreviations	A-25.00

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B1.	Technical Standards for Gas Service (R 460.2301 - R 460.2383) (For All Customers) <a href="http://www7.dleg.state.mi.us/orr/Files/AdminCode/108_06_AdminCode.pdf">http://www7.dleg.state.mi.us/orr/Files/AdminCode/108_06_AdminCode.pdf</a>	B-1.00
B2.	Consumer Standards and Billing Practices for Electric and Gas Residential Service (R 460.101 - R 460.169) <a href="http://www7.dleg.state.mi.us/orr/Files/AdminCode/107_92_AdminCode.pdf">http://www7.dleg.state.mi.us/orr/Files/AdminCode/107_92_AdminCode.pdf</a>	B-4.00
B3.	Uncollectibles Allowance Recovery Fund (R 460.2601 - R 460.2625) (Residential Customers) <a href="http://www7.dleg.state.mi.us/orr/Files/AdminCode/108_09_AdminCode.pdf">http://www7.dleg.state.mi.us/orr/Files/AdminCode/108_09_AdminCode.pdf</a>	B-7.00
B4.	Billing Practices Applicable to Non-Residential Electric and Gas Customers (R 460.1601 - R 460.1640) (Non Residential and Multifamily Dwelling Service Rate 2A) <a href="http://www7.dleg.state.mi.us/orr/Files/AdminCode/108_03_AdminCode.pdf">http://www7.dleg.state.mi.us/orr/Files/AdminCode/108_03_AdminCode.pdf</a>	B-8.00
B5.	Rules of Practice and Procedure (R 460.17101 - R 460.17701) <a href="http://www7.dleg.state.mi.us/orr/Files/AdminCode/934_2009-046LR_AdminCode.pdf">http://www7.dleg.state.mi.us/orr/Files/AdminCode/934_2009-046LR_AdminCode.pdf</a>	B-9.00
B6.	Filing Procedures for Electric, Wastewater, Steam, And Gas Utilities (R 460.2011 - R 460.2031) <a href="http://www7.dleg.state.mi.us/orr/Files/AdminCode/108_04_AdminCode.pdf">http://www7.dleg.state.mi.us/orr/Files/AdminCode/108_04_AdminCode.pdf</a>	B-9.00
B7.	Residential Conservation Program Standards (R 460.2401 - R 460.2414) <a href="http://www7.dleg.state.mi.us/orr/Files/AdminCode/108_07_AdminCode.pdf">http://www7.dleg.state.mi.us/orr/Files/AdminCode/108_07_AdminCode.pdf</a>	B-9.00

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B9. Michigan Gas Safety Standards (R 460.20101 - R 460.20606) <a href="http://www7.dleg.state.mi.us/orr/Files/AdminCode/108_17_AdminCode.pdf">http://www7.dleg.state.mi.us/orr/Files/AdminCode/108_17_AdminCode.pdf</a>	B-9.00
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B12. Rate Case Filing Requirements for Major Gas Utilities <a href="http://www.cis.state.mi.us/mpsc/orders/archive/pdfs/U-10039_01-17-1992.PDF">http://www.cis.state.mi.us/mpsc/orders/archive/pdfs/U-10039_01-17-1992.PDF</a>	B-9.00

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**TERRITORY SERVED - DETROIT DISTRICT (Contd.)**

**City of (Contd.):**

Taylor  
Trenton  
Westland (Part)  
Woodhaven  
Wyandotte  
Ypsilanti

**Township of (Contd.):**

Scio, Washtenaw County  
Sharon, Washtenaw County  
Sumpter, Wayne County  
Superior, Washtenaw County  
Sylvan, Washtenaw County  
Unadilla, Livingston County  
Van Buren, Wayne County  
Waterloo, Jackson County  
Webster, Washtenaw County  
York, Washtenaw County  
Ypsilanti, Washtenaw County

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**TERRITORY SERVED - DISTRICT OPERATIONS**

<b>City of:</b>	<b>City of (Contd.)</b>	<b>City of (Contd.)</b>
Alpena	Gwinn	Princeton
Belding	Hale	Reed City
Big Rapids	Harbor Springs	Rockford
Boyer City	Harrison	Rogers City
Brimley	Harrisville	Roosevelt Park
Cadillac	Hart	Rose City
Carney	Higgins Lake	Saint Ignace
Carson City	Hudsonville	Sault Ste. Marie
Caspian	Ingalls	Scottville
Cedar Springs	Interlochen	Smiths Creek
Charlevoix	Iron Mountain	Stambaugh
Cheboygan	Iron River	Stephenson
Christmas	Kentwood	Tawas City
Clare	Kingsford	Traverse City
Crystal Falls	Lewiston	Twin Lake
East Grand Rapids	Little Lake	Vulcan
East Jordan	Ludington	Walker
East Tawas	Manistee	Wallace
Escanaba	Manton	West Branch
Ewart	Montague	White Cloud
Frankfort	Mount Pleasant	Whitehall
Fremont	Munising	Whittemore
Gaastra	Muskegon	Wyoming
Gaylord	Muskegon Heights	
Gladstone	Newaygo	
Gowen	New Swanzy	
Grand Rapids	North Muskegon	
Grandville	Norton Shores	
Grant	Norway	
Grawn	Petoskey	
Grayling	Pompeii	
Greenville	Prescott	

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**TERRITORY SERVED - DISTRICT OPERATIONS (Contd.)**

**Village of:**

Alanson  
Baldwin  
Barryton  
Bellaire  
Benzonia  
Beulah  
Boyne Falls  
Casnovia  
Central Lake  
Chatham  
Custer  
Daggett  
Eastlake  
Elberta  
Elk Rapids  
Empire  
Farwell  
Fife Lake  
Hersey  
Hesperia  
Honor  
Howard City  
Kalkaska  
Kent City  
Kingsley  
Lake Ann  
Lakewood Club  
Lakeview  
Leroy  
Lincoln  
Mackinaw City  
Mancelona

**Village of (Contd.)**

Maple Rapids  
Mineral Hills  
Morley  
New Era  
Northport  
Pellston  
Pentwater  
Perrinton  
Posen  
Powers  
Ravenna  
Roscommon  
Rosebush  
Rothbury  
Rudyard  
Sand Lake  
Shelby  
Sparta  
Stanwood  
Suttons Bay  
Tustin  
Union  
Vanderbilt  
Wolverine

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(Continued from [Sheet No. A-19.00](#))

**TERRITORY SERVED - DISTRICT OPERATIONS (Contd.)**

**Township of:**

Acme, Grand Traverse County  
Ada, Kent County  
Aetna, Mecosta County  
Alabaster, Iosco County  
Albert, Montmorency County  
Alcona, Alcona County  
Algoma, Kent County  
Allendale, Ottawa County  
Almira, Benzie County  
Aloha, Cheboygan County  
Alpena, Alpena County  
Alpine, Kent County  
Amber, Mason County  
Ashland, Newaygo County  
Au Sable, Iosco County  
Au Sable, Roscommon County  
AuTrain, Alger County  
Austin, Mecosta County  
Backus, Roscommon County  
Bagley, Otsego County  
Baldwin, Iosco County  
Bark River, Delta County  
Bates, Iron County  
Bay, Charlevoix County  
Bay Mills, Chippewa County  
Bay Mills Indian Community, Chippewa County  
Bear Creek, Emmet County  
Beaugrand, Cheboygan County

**Township of (Contd.):**

Beaver Creek, Crawford County  
Belknap, Presque Isle County  
Belvidere, Montcalm County  
Benton, Cheboygan County  
Benzonia, Benzie County  
Big Creek, Oscoda County  
Big Prairie, Newaygo County  
Big Rapids, Mecosta County  
Bingham, Leelanau County  
Blair, Grand Traverse County  
Bloomer, Montcalm County  
Blue Lake, Kalkaska County  
Blue Lake, Muskegon County  
Boardman, Kalkaska County  
Boyne Valley, Charlevoix County  
Brampton, Delta County  
Branch, Mason County  
Breitung, Dickinson County  
Brooks, Newaygo County  
Bruce, Chippewa County  
Burdell, Osceola County  
Burleigh, Iosco County  
Burt, Cheboygan County  
Butman, Gladwin County  
Byron, Kent County  
Byron Center, Kent County  
Caledonia, Alcona County  
Caledonia, Kent County

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**TERRITORY SERVED - DISTRICT OPERATIONS (Contd.)**

**Township of (Contd.):**

Cannon, Kent County  
Cascade, Kent County  
Casnovia, Muskegon County  
Cato, Montcalm County  
Cedar Creek, Muskegon County  
Cedar Creek, Wexford County  
Centerville, Leelanau County  
Central Lake, Antrim County  
Charlevoix, Charlevoix County  
Charlton, Otsego County  
Cherry Grove, Wexford County  
Cherry Valley, Lake County  
Chester, Ottawa County  
Chestonia, Antrim County  
Chippewa, Mecosta County  
Churchill, Ogemaw County  
Clam Lake, Wexford County  
Clearwater, Kalkaska County  
Cleveland, Leelanau County  
Cold Springs, Kalkaska County  
Coldwater, Isabella County  
Colfax, Mecosta County  
Comins, Oscoda County  
Corwith, Otsego County  
Courtland, Kent County  
Croton, Newaygo County  
Crystal Falls, Iron County  
Crystal Lake, Benzie County  
Cumming, Ogemaw County  
Custer, Antrim County  
Custer, Mason County  
Dafer, Chippewa County  
Daggett, Menominee County  
Dalton, Muskegon County  
Dayton, Newaygo County  
Deerfield, Isabella County  
Deerfield, Mecosta County  
Denton, Roscommon County  
Denver, Newaygo County

**Township of (Contd.):**

Dorr, Allegan County  
East Bay, Grand Traverse County  
Edwards, Ogemaw County  
Egelston, Muskegon County  
Elk Rapids, Antrim County  
Ellis, Cheboygan County  
Elmer, Oscoda County  
Elmira, Otsego County  
Elmwood, Leelanau County  
Empire, Leelanau County  
Ensley, Newago County  
Escanaba, Delta County  
Essex, Clinton County  
Eureka, Montcalm County  
Evangeline, Charlevoix County  
Ewart, Osceola County  
Eveline, Charlevoix County  
Everett, Newaygo County  
Fife Lake, Grand Traverse County  
Filer, Manistee County  
Ford River, Delta County  
Forest Home, Antrim County  
Fork, Mecosta County  
Forsyth, Marquette County  
Franklin, Clare County  
Frederic, Crawford County  
Freeman, Clare County  
Fremont, Isabella County  
Fruitland, Muskegon County  
Fruitport, Muskegon County  
Fulton, Gratiot County  
Gaines, Kent County  
Garfield, Clare County  
Garfield, Grand Traverse County  
Garfield, Newaygo County  
Georgetown, Ottawa County  
Gerrish, Roscommon County  
Gilmore, Benzie County  
Glen Arbor, Leelanau County

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**TERRITORY SERVED - DISTRICT OPERATIONS (Contd.)**

**Township of (Contd.):**

Grand Rapids, Kent County  
Grant, Clare County  
Grant, Grand Traverse County  
Grant, Iosco County  
Grant, Mason County  
Grant, Newaygo County  
Grant, Oceana County  
Grattan, Kent County  
Grayling, Crawford County  
Green Lake, Grand Traverse County  
Green, Mecosta County  
Greenbush, Alcona County  
Greenwood, Clare County  
Greenwood, Oceana County  
Greenwood, Oscoda County  
Greenwood, Wexford County  
Gustin, Alcona County  
Hamilton, Clare County  
Hamlin, Mason County  
Haring, Wexford County  
Harris, Menominee County  
Harrisville, Alcona County  
Hart, Oceana County  
Hartwick, Osceola County  
Hatton, Clare County  
Hawes, Alcona County  
Hayes, Charlevoix County  
Hayes, Clare County  
Hayes, Otsego County  
Haynes, Alcona County  
Hebron, Cheboygan County  
Helena, Antrim County  
Hersey, Osceola County  
Higgins, Roscommon County  
Highland, Osceola County  
Highland, Wexford County

**Township of (Contd.):**

Hinton, Mecosta County  
Holton, Muskegon County  
Home, Montcalm County  
Homestead, Benzie County  
Horton, Ogemaw County  
Hudson, Charlevoix County  
Inland, Benzie County  
Inverness, Cheboygan County  
Iron River, Iron County  
Isabella, Isabella County  
Jamestown, Ottawa County  
Jordan, Antrim County  
Joyfield, Benzie County  
Kalkaska, Kalkaska County  
Kasson, Leelanau County  
Kearney, Antrim County  
Kinross, Chippewa County  
Klacking, Ogemaw County  
Krakow, Presque Isle County  
Lake, Benzie County  
Lake, Roscommon County  
Laketon, Muskegon County  
Leelanau, Leelanau County  
Leland, Leelanau County  
Leroy, Osceola County  
Limestone, Alger County  
Lincoln, Clare County  
Lincoln, Osceola County  
Little Traverse, Emmet County  
Littlefield, Emmet County  
Livingston, Otsego County  
Logan, Ogemaw County  
Long Lake, Grand Traverse County  
Lowell, Kent County  
Lyon, Roscommon County  
Mackinaw, Cheboygan County

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**TERRITORY SERVED - DISTRICT OPERATIONS (Contd.)**

**Township of (Contd.):**

Mancelona, Antrim County  
Manistee, Manistee County  
Mansfield, Iron County  
Maple Forest, Crawford County  
Maple Ridge, Alpena County  
Maple River, Emmet County  
Maple Valley, Montcalm County  
Marion, Charlevoix County  
Marion, Osceola County  
Markey, Roscommon County  
Martiny, Mecosta County  
Mansonville, Delta County  
Mathias, Alger County  
McKinley, Emmet County  
McMillan, Luce County  
Mecosta, Mecosta County  
Mellen, Menominee County  
Mentor, Cheboygan County  
Mentor, Oscoda County  
Meyer, Menominee County  
Mikado, Alcona County  
Mills, Ogemaw County  
Milton, Antrim County  
Monroe, Newaygo County  
Montague, Muskegon County  
Montcalm, Montcalm County  
Moorland, Muskegon County  
Mullett, Cheboygan County  
Munising, Alger County  
Muskegon, Muskegon County  
Nadeau, Menominee County  
Nelson, Kent County  
Nester, Roscommon County  
Newfield, Oceana County  
North Shade, Gratiot County

**Township of (Contd.):**

Norway, Dickinson County  
Norwich, Newaygo County  
Nottawa, Isabella County  
Oakfield, Kent County  
Ogemaw, Ogemaw County  
Orient, Osceola County  
Osceola, Osceola County  
Oscoda, Iosco County  
Otisco, Ionia County  
Otsego Lake, Otsego County  
Paradise, Grand Traverse County  
Peninsula, Grand Traverse County  
Pentwater, Oceana County  
Pere Marquette, Mason County  
Pierson, Montcalm County  
Pine, Montcalm County  
Pinora, Lake County  
Plainfield, Iosco County  
Plainfield, Kent County  
Pleasant Plains, Lake County  
Pleasantview, Emmet County  
Polkton, Ottawa County  
Posen, Presque Isle County  
Presque Isle, Presque Isle County  
Pulawski, Presque Isle County  
Rapid River, Kalkaska County  
Ravenna, Muskegon County  
Reno, Iosco County  
Resort, Emmet County  
Reynolds, Montcalm County  
Richfield, Roscommon County  
Richland, Missaukee County  
Richland, Ogemaw County  
Richmond, Osceola County  
Riverton, Mason County

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**TERRITORY SERVED - DISTRICT OPERATIONS (Contd.)**

**Township of (Contd.):**

Rock River, Alger County  
Rogers, Presque Isle County  
Roscommon, Roscommon County  
Rose, Ogemaw County  
Rose Lake, Osceola County  
Rudyard, Chippewa County  
Sagola, Dickinson County  
Sanborn, Alpena County  
Selma, Wexford County  
Shelby, Oceana County  
Sheridan, Mecosta County  
Sheridan, Newaygo County  
Sherman, Gladwin County  
Sherman, Iosco County  
Sherman, Isabella County  
Sherman, Newaygo County  
Sherman, Osceola County  
Skandia, Marquette County  
Solon, Kent County  
South Branch, Crawford County  
Spalding, Menominee County  
Sparta, Kent County  
Spencer, Kent County  
Springfield, Kalkaska County  
Stambaugh, Iron County  
Stephenson, Menominee County  
Stronach, Manistee County  
Sullivan, Muskegon County  
Sumner, Gratiot County  
Superior, Chippewa County  
Surrey, Clare County  
Suttons Bay, Leelanau County  
Sweetwater, Lake County  
Sylvan, Osceola County

**Township of (Contd.):**

Tallmadge, Ottawa County  
Tawas, Iosco County  
Torch Lake, Antrim County  
Tuscarora, Cheboygan County  
Tyrone, Kent County  
Union, Grand Traverse County  
Union, Isabella County  
Vergennes, Kent County  
Vernon, Isabella County  
Victory, Mason County  
Washington, Gratiot County  
Waucedah, Dickinson County  
Wawatam, Emmet County  
Weare, Oceana County  
Webber, Lake County  
Wells, Delta County  
West Branch, Marquette County  
West Branch, Ogemaw County  
West Traverse, Emmet County  
White River, Muskegon County  
Whitehall, Muskegon County  
Whitewater, Grand Traverse County  
Wilber, Iosco County  
Wilcox, Newaygo County  
Wilmot, Cheboygan County  
Wilson, Alpena County  
Wilson, Charlevoix County  
Winfield, Montcalm County  
Wright, Ottawa County

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Michigan Public Service  
Commission

**February 12, 2008**

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**TECHNICAL TERMS AND ABBREVIATIONS  
(FOR ALL CUSTOMERS)**

**I. The definitions of the following technical terms and abbreviations are applicable to the Company's Rate Book for Natural Gas Services 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 for Natural Gas Service** 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 Company's Rate Book for Natural Gas Service for execution between the Company and customers.

**B. Company**

- (1) **Btu** - British Thermal Unit
- (2) **Ccf** - 100 cubic feet
- (3) **Company** - Michigan Consolidated Gas Company, or MichCon
- (4) **Mcf** - 1,000 cubic feet
- (5) **Therm** - 100,000 British thermal units

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Regulatory Affairs  
  
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In Case No. U-15152

(Continued from [Sheet No. A-25.00](#))

**TECHNICAL TERMS AND ABBREVIATIONS (Contd.)  
(FOR ALL CUSTOMERS)**

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

**A. Section C - Part I - Company Rules and Regulations (For All Customers)**

- (1) Rule C2.7 Controlled Service Definitions
  - (a) Alternate fuel capability
  - (b) Commercial Customer use of natural gas
  - (c) Industrial Customer use of natural gas
  - (d) Use of natural gas for services essential for public health and safety
  - (e) Residential Customer use of natural gas
  
- (2) Rule C3.1 Curtailment of Gas for Gas Supply Deficiency - Definitions
  - (a) Commercial gas requirements
  - (b) Customers
  - (c) Industrial gas requirements
  - (d) Residential gas requirements
  - (e) System supply customer
  
- (3) Rule C3.2 Curtailment of Gas Service During an Emergency – 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) Gathering systems
  - (j) Industrial gas requirements
  - (k) Requirements for plant protection
  - (l) Requirements for services essential for public health and safety
  - (m) Residential gas requirements
  - (n) Supply deficiency
  
- (4) Rule C4.4 Centrally Metered Installation – Definition of a Centrally Metered Installation
  - (a) Centrally Metered Installation

(Continued on [Sheet No. A-27.00](#))

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Detroit, Michigan



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(Continued from [Sheet No. A-26.00](#))

**TECHNICAL TERMS AND ABBREVIATIONS (Contd.)  
(FOR ALL CUSTOMERS)**

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

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

(1) Rule E1 General Provisions and Definitions

- |                                     |  |
|-------------------------------------|--|
| (a) Annual Contract Quantity or ACQ | (l) Nomination or Nominating               |
| (b) Business Day                    | (m) Operational Flow Order or OFO          |
| (c) Contract                        | (n) Rate Schedule                          |
| (d) Contract Year                   | (o) Receipt Point(s)                       |
| (e) Customer                        | (p) Standby Service                        |
| (f) Delivery Point(s)               | (q) Standby Maximum Daily Quantity or SMDQ |
| (g) Gas Day                         | (r) Tariff                                 |
| (h) Maximum Daily Quantity or MDQ   | (s) Total Heating Value Per Cubic Foot     |
| (i) MMBtu                           | (t) Transportation Rate Restoration Charge |
| (j) MMcf                            | (u) Unauthorized Gas Usage Charge          |
| (k) Month                           |  |

(2) Rule E14 Cashout Mechanism - Definitions

- |                              |                                  |
|------------------------------|----------------------------------|
| (a) Actual Deliveries        | (j) Excess Quantities            |
| (b) Actual Receipts          | (k) Imbalance                    |
| (c) Alpena System Dry Points | (l) Maximum Nomination Quantity  |
| (d) Business Day             | (m) Month                        |
| (e) Cashout                  | (n) Monthly Index Price          |
| (f) Cashout Price            | (o) Nominating Agent             |
| (g) Company                  | (p) Non-Alpena System Dry Points |
| (h) Deficient Quantities     | (q) Production Month             |
| (i) Dry Receipt Points       | (r) Title Holder                 |

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**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 \$75.00 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 service alterations, when requested by the customer or made necessary by the customer, is \$485.00, plus time and materials.

**CUT AND CAP CHARGE**

The charge for a routine residential service rate Cut and Cap of a gas service line, when requested by the residential customer or for the purpose of a demolition, is \$720.00.

The charge for a (1) non-routine, (2) commercial, or (3) industrial Cut and Cap of a gas service line, when requested by the customer *or for the purpose of a demolition*, is the greater of \$720.00 or time and materials.

*The reconnect charge to install a new service to a site previously Cut and Capped relating to supplemental utility service, when requested by the customer or made necessary by the customer, is \$485.00, plus time and materials.*

**CARBON MONOXIDE (CO) ALARM CHARGE**

The charge for responding to a CO alarm service call is \$130.00, if done during regular working hours, or \$150.00, if done after regular working hours.

**CGI (CAN'T GET IN) CHARGE**

The charge for a CGI incident relating to supplemental utility service, when the Company has met its time commitment, is \$30.00.

**INSIDE LEAK REPAIR CHARGE**

The charge for an Inside Leak Repair is \$74.00, when repair is requested by the customer.

**GAS CONNECTION CHARGE**

The charge for the connection of white goods gas appliance is the greater of \$74 or time and material, when repair is requested by the customer.

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**SECTION B  
ADMINISTRATIVE RULES INDEX**

**B1. TECHNICAL STANDARDS FOR GAS SERVICE (R 460.2301 - R 460.2383) (FOR ALL CUSTOMERS)**

[http://www7.dleg.state.mi.us/orr/Files/AdminCode/108\\_06\\_AdminCode.pdf](http://www7.dleg.state.mi.us/orr/Files/AdminCode/108_06_AdminCode.pdf)

**PART 1. GENERAL PROVISIONS**

**R 460.2301 Definitions.**

**R 460.14001** (revised to R 460.20101) 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 460.2322 Location of records.**

**R 460.2323 Reports and records generally.**

**PART 3. SERVICE REQUIREMENTS**

**R 460.2331 Sale of gas.**

**R 460.2332 Permanent service line rules.**

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

**R 460.2333 Main extension rules.**

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

**R 460.2334 Temporary service.**

Refer to the Company's approved Rule C1.4, Unusual Facility Requirements

**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 Gas Residential 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 Standards of accepted engineering practice.**

(Continued on [Sheet No. B-2.00](#))

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(Continued from [Sheet No. B-1.00](#) )

**B1. TECHNICAL STANDARDS FOR GAS SERVICE (R 460.2301 - R 460.2383) (FOR ALL CUSTOMERS) (Contd)**

[http://www7.dleg.state.mi.us/orr/Files/AdminCode/108\\_06\\_AdminCode.pdf](http://www7.dleg.state.mi.us/orr/Files/AdminCode/108_06_AdminCode.pdf)

**PART 5. INSPECTION OF METERS**

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

Refer to Rule 52 in conjunction with diaphragm-type meters. The Company adopted the requirements of Rule 52 as approved by Commission order dated December 18, 1984 in Case No. U-8003. Refer to the Company's approved Rule C6, Metering and Metering Equipment.

**R 460.2352 Diaphragm-type meters; meter tests; reports.**

The Company adopted the requirements of Rule 52 as approved by Commission order dated December 18, 1984 in Case No. U-8003. The following Subrule 7(b) as amended and approved by Commission order dated December 18, 1984 in Case No. U-8003 applies to the Company: "(7)(b) The number of meters in each meter class tested and found within the norm and within each 1% variance from norm between 90% accuracy and 110% accuracy. Meters that are slower than 90% and faster than 110% shall each be grouped separately."

**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.**

**R 460.2356 Pressure measurement standards.**

**R 460.2357 Records; meter tests.**

**R 460.2358 Records; meter and associated metering device data.**

**PART 6. BILL ADJUSTMENT; METER ACCURACY**

**R 460.2361 Bill adjustment; meter accuracy.**

**R 460.2362 Determination of adjustment.**

**R 460.2363 Refunds.**

The Company adopted the requirements of Rule 52 as approved by Commission order dated December 18, 1984 in Case No. U-8003.

**R 460.2364 Rebilling.**

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

**R 460.2365 Consumption data records.**

(Continued on [Sheet No. B-3.00](#))

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(Continued from [Sheet No. B-2.00](#))

**B1. TECHNICAL STANDARDS FOR GAS SERVICE (R 460.2301 - R 460.2383) (FOR ALL CUSTOMERS) (Contd)**

[http://www7.dleg.state.mi.us/orr/Files/AdminCode/108\\_06\\_AdminCode.pdf](http://www7.dleg.state.mi.us/orr/Files/AdminCode/108_06_AdminCode.pdf)

**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.**

Refer to the Company's approved Rule C1.3, Use of Service.  
Refer to the Consumer Standards and Billing Practices for Electric and Gas Residential Service, Rule B2, R 460.128, Applicability.

**R 460.2372 Gas facilities hazard.**

**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 Customer notification of shutoff of service.**

Refer to the (1) Consumer Standards and Billing Practices for Electric and Gas Residential Service, Rule B2, R 460.137, R 460.138, R 460.139, R 460.140 and R 460.141, (2) Commercial and Industrial Billing Practices for Nonresidential Customers and Multifamily Dwelling Service Rate 2A Customers, Rule B4, R 460.2084, and (3) Company approved Rule C12, 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-4.00](#))

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(Continued from [Sheet No. B-3.00](#))

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

[http://www7.dleg.state.mi.us/orr/Files/AdminCode/107\\_92\\_AdminCode.pdf](http://www7.dleg.state.mi.us/orr/Files/AdminCode/107_92_AdminCode.pdf)

**PART 1. GENERAL PROVISIONS**

- R 460.101 Application of rules.**
- R 460.102 Definitions.**
- 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 for new or previous customers.**
- R 460.107 Applicant information.**

**PART 3. DEPOSITS AND GUARANTEE TERMS AND CONDITIONS**

- R 460.108 Prohibited practices.**
- R 460.109 Deposit for new customer.**
- R 460.110 Deposit for a previous customer or for continued service.**
- R 460.111 General deposit conditions.**
- R 460.112 Guarantee terms and conditions.**

**PART 4. METER READING PROCEDURES, METER ACCURACY, METER ERRORS  
AND RELOCATION**

- R 460.113 Actual and estimated meter reading.**
- R 460.114 Company representative identification.**
- R 460.115 Customer meter reading.**
- R 460.116 Meter accuracy, meter errors, meter relocation.**

(Continued on [Sheet No. B-5.00](#))

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(Continued from [Sheet No. B-4.00](#))

**B2. CONSUMER STANDARDS AND BILLING PRACTICES FOR ELECTRIC AND GAS  
RESIDENTIAL SERVICE (R 460.101 - R 460.169) (Contd)**  
[http://www7.dleg.state.mi.us/orr/Files/AdminCode/107\\_92\\_AdminCode.pdf](http://www7.dleg.state.mi.us/orr/Files/AdminCode/107_92_AdminCode.pdf)

**PART 5. BILLING AND PAYMENT STANDARDS**

- R 460.117 Billing frequency; method of delivery.**
- R 460.118 Equal monthly billing.**
- R 460.119 Cycle billing.**
- R 460.120 Payment of bill.**
- R 460.121 Payment period.**
- R 460.122 Allowable charges.**
- R 460.123 Bill information.**
- R 460.124 Separate bills.**
- R 460.125 Billing for non-tariff services.**
- R 460.126 Billing error.**

**PART 6. VOLUNTARY TERMINATION OF SERVICE**

- R 460.127 Voluntary termination.**

**PART 7. UTILITY PROCEDURES**

- R 460.128 Applicability.**
- R 460.129 Complaint procedures.**
- R 460.130 Personnel procedures.**
- R 460.131 Publication of procedures.**
- R 460.132 Access to rules and rates.**
- R 460.133 Reporting requirements.**
- R 460.134 Inspection.**
- R 460.135 Customer access to consumption data.**

(Continued on [Sheet No. B-6.00](#))

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

[http://www7.dleg.state.mi.us/orr/Files/AdminCode/107\\_92\\_AdminCode.pdf](http://www7.dleg.state.mi.us/orr/Files/AdminCode/107_92_AdminCode.pdf)

**PART 8. PROCEDURES FOR SHUTOFF AND RESTORATION OF SERVICE**

- R 460.136 Emergency shutoff.
- R 460.137 Shutoff permitted.
- R 460.138 Notice of shutoff.
- R 460.139 Form of notice.
- R 460.140 Time of shutoff.
- R 460.141 Manner of shutoff.
- R 460.142 Manner of shutoff for service provided with remote shutoff and restoration capability.
- R 460.143 Shutoff prohibited.
- R 460.144 Restoration of service.

**PART 9. ENERGY ASSISTANCE AND SHUTOFF PROTECTION PROGRAMS**

- R 460.145 Listing of energy assistance programs.
- R 460.146 Notice of energy assistance programs.
- R 460.147 Medical emergency.
- R 460.148 Winter protection plan for low-income customers.
- R 460.149 Winter protection plan for senior citizens.
- R 460.150 Military protections.

**PART 10. DISPUTED CLAIM, HEARING AND SETTLEMENT AGREEMENT**

- R 460.151 Disputed claim.
- R 460.152 Utility hearing and hearing officers.
- R 460.153 Notice of hearing.
- R 460.154 Hearing procedures.
- R 460.155 Settlement agreement.
- R 460.156 Default of settlement agreement.
- R 460.157 Same dispute.

(Continued on [Sheet No. A-7.00](#))

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

[http://www7.dleg.state.mi.us/orr/Files/AdminCode/107\\_92\\_AdminCode.pdf](http://www7.dleg.state.mi.us/orr/Files/AdminCode/107_92_AdminCode.pdf)

**PART 11. COMMISSION APPEAL PROCEDURES**

- R 460.158 Informal appeal.**
- R 460.159 Filing procedures.**
- R 460.160 Informal appeal procedures.**
- R 460.161 Interim determination.**
- R 460.162 Appeal review.**
- R 460.163 Shutoff pending decision.**
- R 460.164 Informal appeal decision.**
- R 460.165 Failure to comply with informal appeal decision.**
- R 460.166 Same dispute.**
- R 460.167 Formal appeal.**
- R 460.168 Other remedies.**
- R 460.169 Scope of rules.**

**B3. UNCOLLECTIBLES ALLOWANCE RECOVERY FUND (R 460.2601 – R 460.2625)**

[http://www7.dleg.state.mi.us/orr/Files/AdminCode/108\\_09\\_AdminCode.pdf](http://www7.dleg.state.mi.us/orr/Files/AdminCode/108_09_AdminCode.pdf)

**PART 1. GENERAL PROVISIONS**

- R 460.2601 Application of rules.**
- R 460.2602 Definitions.**

(Continued on [Sheet No. B-8.00](#))

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(Continued from Sheet No. B-7.00)

**B3. UNCOLLECTIBLES ALLOWANCE RECOVERY FUND (R 460.2601 – R 460.2625) (Contd)**  
[http://www7.dleg.state.mi.us/orr/Files/AdminCode/108\\_09\\_AdminCode.pdf](http://www7.dleg.state.mi.us/orr/Files/AdminCode/108_09_AdminCode.pdf)

**PART 2. UNCOLLECTIBLES ALLOWANCE RECOVERY FUND**

- R 460.2621 Uncollectibles allowance recovery fund.**
- R 460.2622 Annual deposits.**
- R 460.2623 Notice of deposit.**
- R 460.2624 Disputes; procedure for resolution.**
- R 460.2625 Disbursement of funds.**

**B4. BILLING PRACTICES APPLICABLE TO NON-RESIDENTIAL ELECTRIC AND GAS CUSTOMERS (R 460.1601 - R 460.1640)**

(Applicable to nonresidential customers and Multifamily Dwelling Service Rate 2A customers)  
[http://www7.dleg.state.mi.us/orr/Files/AdminCode/108\\_03\\_AdminCode.pdf](http://www7.dleg.state.mi.us/orr/Files/AdminCode/108_03_AdminCode.pdf)

- R 460.1601 Applicability; purpose.**
- R 460.1602 Definitions.**
- R 460.1603 Discrimination prohibited.**
- R 460.1604 Form of Proceedings.**
- R 460.1605 Additional rules.**
- R 460.1606 Application for new service.**
- R 460.1607 Customer deposits.**
- R 460.1608 Meter reading interval and estimated bills.**
- R 460.1609 Metering inaccuracies; billing adjustments.**
- R 460.1610 Voluntary termination.**
- R 460.1611 Meter or facilities relocation charge.**
- R 460.1612 Cycle Billing.**
- R 460.1613 Billing information.**
- R 460.1614 Discounts and late payment of bills.**
- R 460.1615 Delivery and payment of bills.**
- R 460.1616 Billing for unregulated service.**
- R 460.1617 Billing errors.**
- R 460.1618 Selection of rate, customer information, and service.**
- R 460.1619 Inspection.**
- R 460.1620 Customer access to consumption data.**
- R 460.1621 Servicing utility equipment on customer's premises.**
- R 460.1622 Customer complaints; investigation; records.**
- R 460.1623 Records and reports.**
- R 460.1624 Notice of shutoff.**
- R 460.1625 Denial or shutoff of service to customers.**
- R 460.1626 Manner of shutoff for service provided with remote shutoff and restoration capability.**
- R 460.1628 Disputed claim.**
- R 460.1629 Settlement agreement.**

(Continued on Sheet No. B-9.00)

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(Continued from Sheet No. B-8.00)

**B4. BILLING PRACTICES APPLICABLE TO NON-RESIDENTIAL ELECTRIC AND GAS CUSTOMERS (R 460.1601 - R 460.1640) (Contd)**

(Applicable to nonresidential customers and Multifamily Dwelling Service Rate 2A customers)  
[http://www7.dleg.state.mi.us/orr/Files/AdminCode/108\\_03\\_AdminCode.pdf](http://www7.dleg.state.mi.us/orr/Files/AdminCode/108_03_AdminCode.pdf)

- R 460.1630 Default of settlement agreement.
- R 460.1631 Informal hearing and hearing officers.
- R 460.1632 Notice of hearing.
- R 460.1633 Hearing procedures.
- R 460.1634 Informal appeal procedures.
- R 460.1635 Interim determination.
- R 460.1636 Appeal review.
- R 460.1637 Shutoff pending decision.
- R 460.1638 Informal appeal decision.
- R 460.1639 Failure to comply with informal appeal decision.
- R 460.1640 Scope of rules.

**ADDITIONAL ADMINISTRATIVE RULES**

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

- B5. PRACTICE AND PROCEDURES BEFORE THE COMMISSION (R 460.17101 - R 460.17701)**  
[http://www7.dleg.state.mi.us/orr/Files/AdminCode/934\\_2009-046LR\\_AdminCode.pdf](http://www7.dleg.state.mi.us/orr/Files/AdminCode/934_2009-046LR_AdminCode.pdf)
- B6. FILING PROCEDURES FOR ELECTRIC, WATER, STEAM AND GAS UTILITIES (R 460.2011 - R 460.2031)**  
[http://www7.dleg.state.mi.us/orr/Files/AdminCode/108\\_04\\_AdminCode.pdf](http://www7.dleg.state.mi.us/orr/Files/AdminCode/108_04_AdminCode.pdf)
- B7. RESIDENTIAL CONSERVATION PROGRAM STANDARDS (R 460.2401 - R 460.2414)**  
[http://www7.dleg.state.mi.us/orr/Files/AdminCode/108\\_07\\_AdminCode.pdf](http://www7.dleg.state.mi.us/orr/Files/AdminCode/108_07_AdminCode.pdf)
- B8. PRESERVATION OF RECORDS OF ELECTRIC, GAS AND WATER UTILITIES (R 460.2501 - R 460.2582)**  
[http://www7.dleg.state.mi.us/orr/Files/AdminCode/836\\_10802\\_AdminCode.pdf](http://www7.dleg.state.mi.us/orr/Files/AdminCode/836_10802_AdminCode.pdf)
- B9. MICHIGAN GAS SAFETY STANDARDS (R 460.20101 - R 460.20606)**  
[http://www7.dleg.state.mi.us/orr/Files/AdminCode/108\\_17\\_AdminCode.pdf](http://www7.dleg.state.mi.us/orr/Files/AdminCode/108_17_AdminCode.pdf)
- B10. PRODUCTION AND TRANSMISSION OF NATURAL GAS (R 460.851 - R 460.875)**  
[http://www7.dleg.state.mi.us/orr/Files/AdminCode/108\\_00\\_AdminCode.pdf](http://www7.dleg.state.mi.us/orr/Files/AdminCode/108_00_AdminCode.pdf)
- B11. UNIFORM SYSTEM OF ACCOUNTS FOR MAJOR AND NONMAJOR GAS UTILITIES (R 460.9021, R 460.9039)**  
[http://www7.dleg.state.mi.us/orr/Files/AdminCode/108\\_13\\_AdminCode.pdf](http://www7.dleg.state.mi.us/orr/Files/AdminCode/108_13_AdminCode.pdf)
- B12. RATE CASE FILING REQUIREMENTS FOR MAJOR GAS UTILITIES**  
[http://www.cis.state.mi.us/mpsc/orders/archive/pdfs/U-10039\\_01-17-1992.PDF](http://www.cis.state.mi.us/mpsc/orders/archive/pdfs/U-10039_01-17-1992.PDF)

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**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 Gas Residential Service, and Rule B4, Commercial and Industrial Billing Practices.

**C1. CHARACTERISTICS OF SERVICE**

**C1.1 Company Liability and Force Majeure**

**A. Company Liability**

In any case of stoppage of the flow of gas to Customers, whether caused by accident, repairs or other cause, Company will not be liable for any damage that may arise therefrom. All stoppage of gas or damages of any kind that may be caused by severe cold weather will be considered beyond the control of Company and involving no pecuniary responsibility on its part.

Company shall not be liable for damages that may be incurred by the use of gas or appliances or the presence of Company's property on Customer's premises.

If a judgment is entered against Company as a result of its failure to exercise reasonable care and skill, Company's liability shall be limited to an amount equivalent to three times Customer's non-gas Monthly Customer Charge or one thousand dollars, whichever is less. Neither Company nor Customer shall be liable to the other party for consequential, incidental, exemplary, punitive, or indirect damages, lost profits or other business interruption damages arising out of the performance or non-performance of any obligation under Company's Rate Book for Natural Gas Service or any contract, by statute, in tort or contract, under any indemnity provision or otherwise.

(Continued on [Sheet No. C-2.00](#))

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(Continued from [Sheet No. C-1.00](#))

**C1. CHARACTERISTICS OF SERVICE (Contd.)**

**C1.1 Company Liability and Force Majeure (Contd.)**

**B. Force Majeure**

Neither Customer nor Company shall be liable in damages, or in any other remedy, legal or equitable, to the other for any act, omission, or circumstances occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, sabotage, terrorism, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests, and restraints of rulers and peoples, civil disturbances, failure of electronic data, explosions, breakage, or accident to machinery or lines of pipe or the necessity to make repairs, tests, or alteration to machinery or lines of pipe, line freezeups, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, or any other cause, whether of the kind herein enumerated, or otherwise, and whether caused or occasioned by or happening on the account of the act or omission of one of the parties hereto or some person or concern not a party hereto, not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. A failure to settle or prevent any strike or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered a matter within control of the party claiming suspension. Under no circumstances will the following events constitute Force Majeure: (i) Customer's lack of finances, (ii) inadequate or uneconomic markets for Customer's gas, or (iii) insufficiency of Customer's gas supplies.

Such causes or contingencies affecting the performance of any obligations under any Rate Schedule or agreement by either Customer or Company, shall not relieve it of liability in the event of its concurrent negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting performance of any obligation relieve Customer from its obligation to make payments of amounts then due, nor shall such causes or contingencies relieve either Customer or Company of liability unless such party shall give notice and full particulars of the same in writing, including by facsimile or electronic communication, to the other party as soon as possible after the occurrence relied on.

(Continued on [Sheet No. C-3.00](#))

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In Case No. U-15152

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(Continued from [Sheet No. C-2.00](#))

**C1. CHARACTERISTICS OF SERVICE (Contd.)**

**C1.2 Contracts**

Prospective Customers for small commercial and small industrial consumption are required to sign a form of Contract. This contract is not limited as to time.

Prospective Customers for gas for use in qualifying schools and university buildings are required to sign a form of Contract limited as to time. All such Contracts must be approved and executed by the President or a Vice President of Company, or a designated representative, before they shall be binding upon Company.

Large volume Customers, taking gas under General Service Rate GS-2, are required to sign (in addition to the Application for Gas) a Contract limited as to time. All such large volume Contracts must be approved and executed by the President or a Vice President of Company, or a designated representative, before they shall be binding upon Company.

Customers taking service under Transportation Service Rate ST, LT, XLT, **XXLT**, TOS-F, TOS-I, CS-F or CS-I are required to sign a Contract for service incorporating the General Provisions and Definitions contained in Section E. All such Contracts shall have a minimum term of one year unless Company, in its sole discretion, allows a term less than the one-year minimum.

Any Contract to which Company is a party for the provision of services under any Rate Schedule in Company's Rate Book for Natural Gas Service is governed by the laws of the State of Michigan.

The contracts above-mentioned shall not be inconsistent with these Rules and Regulations and shall be, respectively, only in such form as shall be first approved by the Commission. The contracts shall be uniform in the case of all customers of the same class and type of service.

(Continued on [Sheet No. C-4.00](#))

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(Continued from [Sheet No. C-3.00](#))

**C1. CHARACTERISTICS OF SERVICE (Contd.)**

**C1.3 Meter Applications**

A written application for gas service, on regular blanks provided for the purpose, will be required from each customer and such application shall be filed by the customer at an office of the Company in the District in which gas service is to be supplied.

**C1.4 Inspection of Installation**

The Company shall not establish service to any applicant until a representative of the Company has performed a leakage test using gas at the meter outlet pressure in that installation to ensure that the applicant's fuel line piping is gas tight.

If leakage is detected on the applicant's piping, the Company will notify the applicant of the defect and gas service will not be established until such defect is repaired or corrected.

Nothing in this Rule shall be construed to make the Company liable for the installation, maintenance or use of piping or appliances owned by the customer beyond the making of the test above required; nor shall the Company be held liable for any continuing duty of inspection of piping or appliances.

**C1.5 Right to Turn Off Gas**

The Company reserves the right to turn off the gas at any time from any customer, if it shall deem such action necessary in case of an emergency or subject to the provisions of Rule B1, Technical Standards for Gas Service (for all customers), Part 7, Shutoff of Service, and Rule B2, Consumer Standards and Billing Practices for Electric and Gas Residential Service, Part 8, Procedures for Shutoff and Restoration of Service, to protect itself against loss, abuse or fraud, or for violation of the terms and conditions of the agreement between the customer and the Company, of which the Rules and Regulations herein set forth are a part.

**C1.6 Meter Readers and Complaints**

Requests for service and complaints may be made at an office of Company in the District where service is rendered. Meter readers are not authorized to take such requests and complaints.

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(Continued from [Sheet No. C-4.00](#))

**C1. CHARACTERISTICS OF SERVICE (Contd.)**

**C1.7 Modification by Employee or Agents**

No employee or agent of Company shall have the power to amend, modify, alter or waive any of the conditions of any gas service Contract, except upon the approval of a duly authorized officer of Company, or to bind Company by making any promise or representation contrary to or inconsistent with these Rules and Regulations or with the provisions of any Contract.

**C1.8 Amendments**

Subject to the approval of the Commission, Company may alter or amend its Rules and Regulations from time to time, and add such further and other Rules and Regulations as experience may suggest. Effective upon approval by the Commission, all such amendments shall be incorporated in and modify, if applicable, any existing gas service Contract.

**C1.9 Alternative Shut Off Protection Program for Eligible Low-Income and Senior Citizen Customers**

A. As used in this Section:

- (1) **Eligible customer** means either a Low-income or Senior citizen customer whose arrearage has not accrued as a result of theft or unauthorized use.
- (2) **Low-income customer** means utility customer whose household income is at or below 200% of the Federal Poverty Level (FPL) and provides proof of meeting the eligibility requirement at the time of enrollment.
- (3) **Senior citizen customer** means utility customer who is 62 years of age or older and provides proof of meeting the eligibility requirement at the time of enrollment.

B. Customers eligible to participate under the Winter Protection Plan, Rule B2, Consumer Standards and Billing Practices for Electric and Gas Residential Service, Part 9, will be required to waive their rights to participate under the Winter Protection Plan in order to participate under the Alternative Shut-off Protection Program for Eligible Low-Income and Senior Citizen Customers.

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**C1. CHARACTERISTICS OF SERVICE (Contd.)**

**C1.9 Alternative Shut Off Protection Program for Eligible Low-Income and Senior Citizen Customers (Contd.)**

- C. Eligible customers may enroll year-round. Once enrolled, Eligible customers will be required to pay a minimum payment of 10% of the total balance of the amount owing at the time of enrollment and minimum monthly payments that include 1/12 of any remaining arrearage balance plus 1/12 of the estimated annual bill. Reconnection fees will be waived upon initial enrollment. Eligible customers will not be subject to late fees or deposits while enrolled in the program. The Company may elect to offer the customer additional time to resolve the arrearage resulting in an extended payment plan up to 24 months.
- D. Eligible customers' gas service will not be shutoff while enrolled in the program. In the event that the customer defaults by failing to pay the required minimum payment of 10% of the total balance owing at the time of enrollment or fails to make two monthly payments, the customer's participation in the program will be terminated and the customer's utility service will be subject to shut-off. The customer will remain responsible for the full arrearage and all applicable charges permitted under the tariffs including, but not limited to late fees, deposits and applicable reconnect charges. Customers previously terminated from the program will be permitted to enroll one additional time within any 12 month period if the customer pays 20% of any balance due plus reconnection charges and otherwise meets the requirements of the program.

**C2. CONTROLLED SERVICE**

**C2.1 Scope**

This Controlled Service Rule provides Company with the authorization to control the attachment of additional gas sales load and non-system supply load, consistent with changes in gas supply as they occur.

**C2.2 Application**

- A. Upon declaration of a Controlled Service condition, all those Customers within the affected priorities requesting gas sales service shall make written application for such service on a form provided by Company.
- B. Existing gas sales Customers requesting to attach additional gas burning equipment, existing Gas Customer Choice Customers or existing transportation Customers shall not be given preferential treatment over new Customers but shall be considered the same as new Customers in accordance with this Controlled Service Rule.

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**C2. CONTROLLED SERVICE (Contd.)**

**C2.3 Approval**

- A. As the Company is able to contract for gas supplies at reasonable and prudent prices, terms, and conditions, applications for gas sales service will be approved subject to the following conditions:
- (1) Approval will be on a first-come, first-served basis within each Controlled Service Priority.
  - (2) The Company will open the highest priority first. If all the applicants within that priority are granted gas sales service, and sufficient supply is available, the next highest priority will be opened.
  - (3) If the available supply is committed before granting all applicants gas sales service, then those applicants who do not receive gas sales service shall have their standing reserved within their priority, but will not receive preference over a later applicant who qualifies for a higher priority, when gas again becomes available and priorities are again opened.
- B. An applicant whose Controlled Service Priority is open at the time of application may be granted approval 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.
- C. An applicant whose Controlled Service Priority is closed at the time of application, such that gas sales service is not initially granted, shall have his application for gas sales service kept on file by Controlled Service Priority and date application is received.
- D. Notification of approval shall specify the date within which service must be commenced.
- E. The Company may not grant gas sales service to new customers or permit the attachment of additional gas burning equipment by existing customers in a service area, if:
- (1) The Company is curtailing any customers under Rule C3.2, Curtailment of Gas Service During an Emergency, in that service area.
  - (2) The Company is curtailing any customers under **Rule C3.1**, Curtailment of Gas Service for Gas Supply Deficiency, in that service area; except that the Company may attach new residential customers provided no customers in Curtailment Priority Two are being curtailed.
- F. The Company reserves the right to attach new interruptible loads.

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**C2. CONTROLLED SERVICE (Contd.)**

**C2.4 Forfeiture**

- A. An applicant who is not initially granted gas sales service, shall notify the Company in writing, within 30 days of date of notification of approval, of the customer's intention to accept gas sales service, otherwise the approved application is void.
- B. A customer shall install the necessary equipment and commence gas sales service by the date specified in the Company's notification of approval, otherwise the customer's reservation of gas supply is forfeited and the customer must make a new application for service.
- C. If at any time after commencing gas sales service, a customer desires to burn an alternate fuel in place of system supply purchases, that customer will nominate nameplate ratings to which a Standby Service Charge is applied, otherwise such customer forfeits gas sales customer status. This provision is waived for customers who are being curtailed pursuant to Rule C3.1, Curtailment of Gas Service for Gas Supply Deficiency, or Rule C3.2, Curtailment of Gas Service During an Emergency.
- D. The Company reserves the right to discontinue service to any customer who violates any of the provisions of this Rule.

**C2.5 Restricted Sales**

If a Controlled Service situation is in effect, and as a result of warmer-than-normal weather, or other factors, the Company has system-supply volumes in excess of its immediate gas sales load, the Company may sell such excess gas to customers other than gas sales customers. However, the availability of system supply gas for sale to non-system supply customers is conditioned on and subject to:

- A. The designation of all sales of excess system supply as super-interruptible load subject to Curtailment Priority Five of Rule C3.2, Curtailment of Gas Service During an Emergency.
- B. Commission approval of non-tariff sales on a special contract basis, limited as to time and volume.

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**C2. CONTROLLED SERVICE (Contd.)**

**C2.6 Priorities**

- A. Service shall be controlled under this Rule in accordance with the following Priorities: Priority One constitutes the highest Priority. Priority Six constitutes the lowest Priority, which will be the first Priority controlled.

**Priority One** - The use of natural gas by any residential customer for any purpose.

**Priority Two** - The use of natural gas for services essential for public health and safety regardless of annual consumption.

**Priority Three** - The use of natural gas by any commercial or industrial customer with annual consumption less than 3,000 Mcf.

**Priority Four** - The use of natural gas by any commercial or industrial customer with annual consumption equal to or greater than 3,000 Mcf but less than 15,000 Mcf.

**Priority Five** - The use of natural gas by any commercial or industrial customer with annual consumption equal to or greater than 15,000 Mcf but less than 100,000 Mcf.

**Priority Six** - The use of natural gas by any commercial or industrial customer with annual consumption equal to or greater than 100,000 Mcf.

- B. A customer who has a pollution problem which presents a threat to the public health and welfare, 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 will be considered by the Commission pursuant to its Rules of Practice relating to petitions or complaints.
- C. 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 will be considered by the Commission pursuant to its Rules of Practice relating to petitions or complaints.

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**C2. CONTROLLED SERVICE (Contd.)**

**C2.7 Definitions**

- A. **Alternate fuel capability** means that an alternate fuel could have been used whether or not the facilities for use have actually been installed or the alternate fuel is available.
- B. **Commercial Customer use of natural gas** shall refer to any usual commercial use of gas, including, but not limited to, all gas purchased by a business which does not qualify for a manufacturing industry code under the Standard Industrial Classification, as listed in the current edition of the Standard Industrial Classification Manual issued by the Executive Office of the President of the United States, and gas used in centrally metered apartment buildings. A centrally metered apartment building that cannot procure gas supply from a source other than the Company may petition the Commission to assign a priority of use higher than that to which the customer would otherwise be entitled. The matter will be considered by the Commission pursuant to its Rules of Practice relating to petitions or complaints.
- C. **Industrial Customer use of natural gas** shall refer to any usual industrial use of gas, including, but not limited to, all gas purchased under the Standard Industrial Classification, listed in the current edition of the Standard Industrial Classification Manual, issued by the Executive Office of the President of the United States.
- D. **Use of natural gas for services essential for public health and safety** shall mean gas purchased 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 that are found qualified by the Commission as requirements of services essential for public health and safety; provided, however, that boilers, turbines and engines 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 will be considered by the Commission pursuant to its Rules of Practice relating to petitions or complaints.
- E. **Residential Customer use of natural gas** shall include all gas 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, individually metered 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.

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**C2. CONTROLLED SERVICE (Contd.)**

**C2.8 Penalties for Violation**

Any gas used by a customer in additional equipment installed by an existing gas sales 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 plus the highest city-gate price reported in Gas Daily for locations in the East North Central Region of the United States during the month in which the infraction occurred, 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 charges 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 Curtailment of Gas Service for Gas Supply Deficiency**

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

**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.

**Customers**, unless otherwise specified, shall mean system supply customer.

**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.

**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 *multifamily* dwelling, or portion thereof. A *multifamily* dwelling includes such living facilities as, for example, cooperatives, condominiums and apartments; provided each household within such *multifamily* dwelling has the normal household facilities such as bathroom, individual cooking and kitchen sink. A *multifamily* 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.

**System supply customer** shall mean those customers who purchase all of their natural gas requirements from the Company.

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**C3. CURTAILMENT OF GAS SERVICE (Contd.)**

**C3.1 Curtailment of Gas Service for Gas Supply Deficiency (Contd.)**

**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 does not apply to gas owned by parties other than the Company.

**B. Notice of Curtailment**

- (1) The Company shall provide not less than 90 days advance written notice of 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 non-system supply customers, by oral notice or otherwise, to the extent and for such duration as the Company in its sole judgment 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.

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**C3. CURTAILMENT OF GAS SERVICE (Contd.)**

**C3.1 Curtailment of Gas Service for Gas Supply Deficiency (Contd.)**

**C. Method of Curtailment**

- (1) Prior to curtailment, the Company will make a Public Service Announcement for voluntary dial-down actions by system supply customers.
- (2) 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.
- (3) 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.
- (4) 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.

**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 consist of the twelve consecutive monthly consumptions ending June of each 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. Base period volumes may be adjusted for equipment added or deleted.

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**C3. CURTAILMENT OF GAS SERVICE (Contd.)**

**C3.1 Curtailment of Gas Service for Gas Supply Deficiency (Contd.)**

- (b) In determining monthly consumptions, 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 One** - Residential gas requirements, commercial 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.

**Priority Two** - Commercial gas requirements of 1,250 Mcf to 8,334 Mcf per the base period month being curtailed and industrial gas requirements of 8,334 Mcf or less 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.

**Priority Four** - Commercial and industrial gas requirements in excess of 41,667 Mcf per the base period month being curtailed.

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**C3. CURTAILMENT OF GAS SERVICE (Contd.)**

**C3.1 Curtailment of Gas Service for Gas Supply Deficiency (Contd.)**

**Priority Five** - Non-residential customers having gas requirements in excess of 41,667 Mcf per the base period month being curtailed and having installed alternate fuel capability available on short notice (only the alternate fuel load will be curtailed) and all sales of system supply gas to non-system supply customers.

**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 inspect the customer's equipment, to install special metering, and to immediately terminate gas service for violations of this Rule, as provided by Rule B1, Technical Standards for Gas Service, R 460.2373, Shutoff of Service. 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. Penalties for Violation**

Any gas used by a customer in excess of the volumes authorized during the period when a curtailment has been instituted pursuant to this Rule shall be subject to excess use charges, with such charges being in addition to those normal charges made under the applicable Rate Schedules. The charge for such excess usage shall be \$1.00 per Ccf. Failure to pay an excess use charge when rendered shall subject the customer to termination of gas service.

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**C3. CURTAILMENT OF GAS SERVICE (Contd.)**

**C3.2 Curtailment of Gas Service During an Emergency**

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

**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).

**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 **C3.2D(3)** of this Rule.

**Capacity restriction** shall mean restriction 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 **C3.2D(1)** of this Rule.

**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.

**Customers**, unless otherwise specified, shall mean sales customers, transportation customers and storage customers.

**Deliveries** shall mean both transportation and sales volumes.

**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.

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**C3. CURTAILMENT OF GAS SERVICE (Contd.)**

**C3.2 Curtailment of Gas Service During an Emergency (Contd.)**

**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.

**Gathering systems** shall include but is not necessarily limited to, the Company's existing Wet Header System and laterals.

**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.

**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. For the purposes of this definition, propane and other gaseous fuels shall not be considered alternate fuels.

**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 after hearing.

(Continued on [Sheet No. C-17.00](#))

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(Continued from [Sheet No. C-16.00](#))

**C3. CURTAILMENT OF GAS SERVICE (Contd.)**

**C3.2 Curtailment of Gas Service During an Emergency (Contd.)**

**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 *multifamily* dwelling, or portion thereof. A "*multifamily* dwelling" includes such living facilities as, for example, cooperatives, condominiums and apartments; provided each household within such *multifamily* dwelling has the normal household facilities such as bathroom, individual cooking and kitchen sink. A "*multifamily* 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.

**Supply deficiency** shall mean emergency situations whereby the Company is temporarily unable to procure gas supplies commensurate with its system requirements.

**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.

(Continued on [Sheet No. C-18.00](#))

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(Continued from [Sheet No. C-18.00](#))

**C3. CURTAILMENT OF GAS SERVICE (Contd.)**

**C3.2 Curtailment of Gas Service During an Emergency (Contd.)**

**C. Notice of Curtailment**

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

**D. Method of Curtailment**

- (1) If a curtailment becomes necessary due to capacity restrictions, 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.
- (2) 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.

(Continued on [Sheet No. C-20.00](#))

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(Continued from [Sheet No. C-19.00](#))

**C3. CURTAILMENT OF GAS SERVICE (Contd.)**

**C3.2 Curtailment of Gas Service During an Emergency (Contd.)**

- (3) 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.
- (a) 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.
- (b) 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.
- (c) Upon notice of a curtailment, the Company shall 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.
- (4) 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 **C3.2D(3)(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 **C3.2E**, Base Period. Usage in balance with deliveries (flowing pipeline supplies) on a daily basis is exempt from curtailment under this paragraph.
- (b) Blanket certificate customers are exempt from curtailment.

(Continued on [Sheet No. C-21.00](#))

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**C3. CURTAILMENT OF GAS SERVICE (Contd.)**

**C3.2 Curtailment of Gas Service During an Emergency (Contd.)**

- (5) If curtailment becomes necessary due to an emergency situation resulting in a capacity deficiency, the Company shall curtail gas service in accordance with Section **C3.2D(3)(b)**.

Blanket certificate customers are exempt from curtailment.

**E. Base Period**

- (1) 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 consist of the twelve consecutive monthly deliveries ending June of each year. In those instances where the customer has encountered strikes, interruption of gas service or unavoidable operational abnormalities, the Company shall make reasonable adjustments to normalize the customer's requirements. Base period volumes shall be adjusted for equipment added or deleted and new loads.
- (2) In determining monthly deliveries, 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.
- (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.

(Continued on [Sheet No. C-22.00](#))

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(Continued from [Sheet No. C-21.00](#))

**C3. CURTAILMENT OF GAS SERVICE (Contd.)**

**C3.2 Curtailment of Gas Service During an Emergency (Contd.)**

**F. Curtailment Priorities**

- (1) For purposes of curtailment, firm end use sales and transportation customers (whose service is not provided pursuant to a blanket certificate issued by the FERC) 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 (except for its gathering systems) 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 MichCon, then the Company may continue to provide gas service for the customer.

**Priority One** - Residential gas requirements, commercial gas requirements of 1,250 Mcf or less per the base period month being curtailed, requirements for plant protection, and for services essential for public health and safety.

**Priority Two** - Non-residential customers having commercial gas requirements of 1,250 Mcf to 8,334 Mcf per the base period month being curtailed and industrial gas requirements of 8,334 Mcf or less 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.

**Priority Four** - Commercial and industrial gas requirements in excess of 41,667 Mcf per the base period month being curtailed.

**Priority Five** - Commercial and industrial customers with gas requirements in excess of 41,667 Mcf per the base period month being curtailed and having installed alternate fuel capability available on short notice (only the alternate fuel load will be curtailed) and all sales of system supply gas to non-system supply customers.

(Continued on [Sheet No. C-23.00](#))

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**C3. CURTAILMENT OF GAS SERVICE (Contd.)**

**C3.2 Curtailment of Gas Service During an Emergency (Contd.)**

- (2) The gas requirements for district heating systems shall be classified, to the extent practicable, into the same priority categories as the Company's on-system sales and transportation customers if the operator of the district heating system provides the Company with the information necessary to make such a classification and an affidavit verifying the accuracy of such information. Information regarding such end use profile 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.
- (3) 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.
- (4) During an emergency curtailment of gas service, public utilities that generate and distribute electricity shall be granted Priority One service for that portion of their gas requirements necessary to the discharge of the utilities' obligation to provide essential services and for which no practical alternatives exist.
  - (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) Interrupt service to controlled and/or interruptible electric loads.
    - (v) Curtail all non-firm off-system electric sales.

(Continued on [Sheet No. C-24.00](#))

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**C3. CURTAILMENT OF GAS SERVICE (Contd.)**

**C3.2 Curtailment of Gas Service During an Emergency (Contd.)**

**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 enforces the curtailment plan established in this Rule, the Company shall give end user transportation customers the option to 1) have their curtailed deliveries injected into storage with the suspension of any penalties and with no other additional charges; or 2) sell to the Company their flowing pipeline supplies that have been curtailed. The price of the purchased gas will be negotiated between the transportation customer and the Company but 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 MichCon's end users contained in the publication Gas Daily, delivered into MichCon'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 prudence 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.

**I. Enforcement**

- (1) 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, as provided by Rule B1, Technical Standards for Gas Service, R 460.2373, Shutoff of Service. 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.

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**C3. CURTAILMENT OF GAS SERVICE (Contd.)**

**C3.2 Curtailment of Gas Service During an Emergency (Contd.)**

- (3) 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 damages) that may be sustained by customer by reason of partial or complete curtailment of gas service.

**J. Penalties**

Any gas used by an end use customer in excess of the volumes authorized during the period when a curtailment has been instituted pursuant to this Rule may be subject to excess use charges, 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 MichCon, Michigan 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 service, plus \$1.00 per Ccf.* Failure to pay an excess use charge when rendered shall subject the customer to termination of gas service.

**C4. APPLICATION OF RATES**

**C4.1 Service to Which Rates Apply**

The characteristics of and limitations on the service to which rates applicable in the Districts covered by these Rules and Regulations apply are described under the caption “Who May Take Service” in the respective Rate Schedules.

**C4.2 Choice of Rates**

Upon request, investigation will be made and assistance will be given to the customer to determine whether the rate under which he is being billed is the most advantageous. The Company does not guarantee that each customer will be served under the most favorable rate at all times, and will not be responsible for notifying the customer of the most advantageous rate.

After the customer has selected the rate under which he elects to take service, the customer will not be permitted to change from that rate to another rate until at least twelve months have elapsed. Neither will the customer 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 intent of this Rule is to prohibit frequent shifts from rate to rate.

(Continued on [Sheet No. C-27.00](#))

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**C4. APPLICATION OF RATES (Contd.)**

**C4.3 Gas Not to be Submetered for Resale and Services Provided Not to be Resold or Reassigned**

No gas purchased from the Company shall for the purpose of resale, be submetered or remeasured by the customer. The presently existing contracts for or consents to submetering for resale will be terminated at the earliest practicable date. *All services provided by the Company, including but not limited to, distribution, transportation, load balancing service, load balancing storage and storage services, are for use by the Customer and shall not be resold or reassigned without consent of the Company.*

**C4.4 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, is one which meets all of the following conditions:
  - (a) The complex is served by a single meter installation; and
  - (b) The fuel lines are buried underground from the central meter installation to the location at which each fuel 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 individual dwelling units under MichCon's Multifamily Dwelling Service Rate 2A.

(Continued on Sheet No. C-28.00)

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**C4. APPLICATION OF RATES (Contd.)**

**C4.4 Centrally Metered Installation (Contd.)**

- (4) All buried fuel lines from the outlet side of the Company's meter up to the outlet of the aboveground shutoff valve adjacent to the outside wall of each structure served, in addition to the pipe from the property line to the meter, shall be considered service 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 for new services installed after September 12, 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 service lines 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 service lines shall be installed in accordance with Rule C8, Customer Attachment Program.

**D. Customer-Owned Centrally Metered Installation Installed On and Prior to September 12, 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.

(Continued on [Sheet No. C-29.00](#))

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(Continued from Sheet No. C-28.00)

## CUSTOMER RESPONSIBILITIES

### C5.1 Access to Customers' Premises

The Company's authorized agents shall have access to the customers' premises at all reasonable times to *perform services required by the Company or requested by the Customer. These services include, but are not limited to* installing, inspecting, testing, reading, repairing, locking, disconnecting, relocating or removing meters and other property of the Company situated on said premises, and inspecting and determining the load characteristics of appliances installed on said 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 Billing and Estimated Bills

#### A. Billing Frequency

Bills for gas service shall be rendered on approximately a monthly basis, unless the utility and the customer agree to another billing interval, and shall be due and payable on or before the due date shown on each bill.

#### B. Meter Reads

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 for any reason, the bill shall be estimated. Prior period(s) estimated bill(s) shall be adjusted as necessary when an actual meter reading is obtained.

#### C. Estimated Bills

The consumption for an estimated bill will be calculated using the following methodology approved by the Commission in Case No. U-14523 on August 4, 2005:

- (1) For accounts having actual historical usage information:

Consumption will be estimated based on historical average daily usage for the account. The average daily usage is calculated using selected historical data from the current and prior year, adjusted, where applicable, for the impact of the difference in weather between the period being estimated and the weather in the historical periods used to calculate average daily usage.

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**C5. CUSTOMER RESPONSIBILITIES (Contd.)**

**C5.6 Notice to Turn Off Gas**

Customer will be held responsible for all gas supplied to Customer's premises subject to the provisions of Rule B2, Consumer Standards and Billing Practices for Electric and Gas Residential Service, Part 6, Voluntary Termination of Service.

*If Customer requests same day voluntary termination of service and if Customer is advised of the charge, a charge of \$75.00 shall be collected.*

**C5.7 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 backbillings 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 Rule B2, Consumer Standards and Billing Practices for Electric and Gas Residential Service, R 460.126(2)(b), Billing Error.*

*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 underrecovery 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.*

(Continued on [Sheet No. C-31.01](#))

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**C5. CUSTOMER RESPONSIBILITIES (Contd.)**

**C5.8 Restoration of Service**

A. Charges to offset the costs of restoring service and costs of meter relocation, if applicable, to Customer whose previous service has been discontinued for nonpayment of bills or for any other breach by Customer of Company's Rates, Rules and Regulations, except for Energy Theft, Stolen Meter and Switched Meter under Section C5.7, will be collected by Company as follows:

- (1) If excavation was necessary to shut off service, a restoration charge of \$500.00 shall be collected from Customer.
- (2) Where service has been shut off and restoration does not require excavation, a restoration charge of \$50.00 for restorations done during regular working hours shall be collected from Customer whose service was shut off. If Customer specifically requests restoration of service after *regular* working hours and if Customer is advised of the increased charge, a restoration charge of \$75.00 shall be collected.
- (3) As provided under Rule B2, Consumer Standards and Billing Practices for Electric and Gas Residential Service, R 460.116, Meter Accuracy, Meter Errors, Meter Relocations, and R 460.144, Restoration of Service, and under Rule B4, Billing Practices Applicable to Non-Residential Electric and Gas Customers, R 460.1611, Meter or Facilities Relocation Charge, where service has been shut off and a meter has been relocated, the Company shall charge Customer for relocating the meter, based on the Company's current cost.

All service restoration and meter relocation charges are charges for gas service and are subject to the same payment requirements applicable thereto and shall be billed to Customer and shall be paid before service is restored.

- B. No service restoration charge shall be collected where Customer is receiving state or federal assistance or a state or federal agency determines that Customer is eligible to receive assistance, and the agency agrees to pay all or a satisfactory part of Customer's arrearage in accordance with the standards set forth in Rule B2, Consumer Standards and Billing Practices for Electric and Gas Residential Service, R 460.143, Shutoff Prohibited.
- C. If Customer elects to pay the energy arrears in full at the time of the shut off, Company's employee shall be authorized to accept the payment. In addition to full payment of arrears, an \$8.00 charge shall be paid by Customer for sending Company's employee to Customer's premises.
- D. For Customers taking service under any of the Sales Rate Schedules, turn on of gas service requested within 12 months of a request to turn off gas service by the same Customer at the same address shall be performed at a charge of \$50.00 if done during regular working hours or \$75.00 if done after *regular* working hours.

(Continued on Sheet No. C-32.00)

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(Continued from Sheet No. C-31.01)

**C6. METERING**

**C6.1 Meter Location**

The location of the meter must be determined after a careful inspection of the premises by an authorized representative of the Company. Wherever possible the meter shall be located on the front wall of the basement. It must be accessible at all reasonable hours and not subject to damage by extreme heat or cold or by objects that may come in contact with it. Meters will not be set in coal bins, under porches, in closets, or in any location difficult to access.

House piping must be installed by the customer from the meter location to the appliances.

The customer shall protect from loss or damage the meter (or meters), meter connections, regulators and other property placed on the premises of the customer at the expense of the Company and shall permit no person, other than an authorized representative of the Company, to remove, inspect or tamper with the meter (or meters).

The meter, meter connections and regulators at any time placed in the premises of the customer at the expense of the Company, shall remain the property of the Company and be subject to removal only by the Company or its successors.

(Continued on Sheet No. C-33.00)

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**C6. METERING AND METERING EQUIPMENT (Contd.)**

**C6.2 Measurement of Gas**

- A. Except as specifically provided herein, gas will be supplied only by meter measurement. The number of cubic feet delivered shall be measured by a meter or meters owned by Company and located at a point or points at the place or places of delivery. The quantity of gas passing through the meter, as shown by the register on the index, will be accepted as correct, except when upon testing the meter it is shown that the meter registers more than two percent fast or slow.
- B. (1) Gas may be supplied without meter measurement for the illumination of ornamental gas lights. When supplied in this manner for such purpose, gas shall be furnished at a regulated of four to seven inches water column. For ornamental gas lights installed prior to September 20, 2005, payment shall be made upon the basis of an assumed consumption of 1,700 cubic feet per mantle per month. For new or replacement ornamental gas lights installed on or after September 20, 2005, payment shall be made upon the basis of an assumed consumption calculated in 100 cubic feet pursuant to the following formula.

$$\frac{\text{BTU Input Rating} \times 24 \text{ Hours/Day} \times 30.4 \text{ Days/Month}}{100,000}$$

The assumed consumption shall be (a) added to Customer's metered consumption if Customer is taking gas service under a Rate Schedule which allows such gas light service; or (b) billed to Customer under the General Service Rate Schedule if Customer is not taking gas service for any purpose, or is not taking gas service under a Rate Schedule which allows such gas light service.

- (2) Installation of a service line from the main to the location at the base of the gas light will be performed by Company at Customer's request and expense. The service line will include the service riser, the service valve, and the service regulator, if so required. The customer shall pay for any permits required by state or local ordinances. Service lines shall at all times be owned, operated and maintained by Company.

Company shall be deemed in exclusive control and possession of gas and responsible for any loss, damage or injury caused thereby until it is delivered by Company at the outlet of the service valve or service regulator. Customer shall be deemed in exclusive control and possession of gas and responsible for any loss, damage or injury caused thereby after it is delivered by Company at the outlet of the service valve or service regulator.

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(Continued from [Sheet No. C-33.00](#))

**C6. METERING AND METERING EQUIPMENT (Contd.)**

**C6.2 Measurement of Gas (Contd.)**

- C. Except as specified in Rule *C10*, the sales unit of gas supplied shall be 100 cubic feet. For any other purpose, the heating content of such gas shall be presumed to equal Company's system average heat content based upon the weighted heat content of gas delivered to Company's system for the most recent calendar month for which data are available.

**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 Company to recover the booked costs of gas sold by 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 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.

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(Continued from [Sheet No. C-34.00](#))

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

**C7.1 Gas Cost Recovery Clause (Contd.)**

- (e) Liquefied Petroleum Air Gas: Costs for propane used to produce a propane-air gas 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.
  - (i) Cashout Mechanism: Net of gas sales and gas purchases pursuant to Section E15.
  - (j) Penalty revenues resulting from unauthorized gas usage, load balancing storage charge, and the September *through November* storage injection limits.
- (2) Booked cost of gas sold as used in this Rule specifically excludes the following items:
- (a) Gas used by 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 different than Company's gas cost recovery factor, at the incremental cost from Company's suppliers, except gas sold under Company's cashout mechanism.
  - (d) Contract, tariff and other penalties, unless Customers of Company benefit as a result of payment of such penalties.

**C. Billing**

- (1) In applying the Gas Cost Recovery Factor, per Ccf or therm, any fraction of 0.001 cent shall be rounded to the nearest 0.001 cent.

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

**C7.1 Gas Cost Recovery Clause (Contd.)**

- (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-3.00. 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 five business days prior to the commencement of the first billing cycle for the corresponding month, the Company shall give the Commission Staff written notice of the actual factor or factors to be billed to its customers.
- (2) This Gas Cost Recovery Clause is authorized by the provisions of 1982 P.A. 304. A copy of that Act is available for public inspection at each business office of the Company. The Company will provide a copy of the Act to any customer upon request

**C7.2 Refund Procedure**

**A. Application**

At times during the year, the Company receives and/or has need to record on its financial accounting records refunds applicable to various Rate Schedules taking gas service from the Company. Retail sales customers purchasing gas under the Company's Gas Cost Recovery (GCR) Clause and, at times, non-GCR customers are eligible for refunds.

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(Continued from [Sheet No. C-36.00](#))

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

**C7.2 Refund Procedure (Contd.)**

**B. Refund Notification**

By *April* 15th of each year, the Company shall notify the Commission Staff of any pipeline or other supplier refunds received during the prior calendar year. The notification shall be in the form of a letter, and include:

- (1) The amount of each refund.
- (2) Source and reason for each refund.
- (3) Period covered by each refund.
- (4) Date each refund was received.

Additionally, if a portion of any pipeline or other supplier refund is eligible to be refunded to non-GCR customers, an allocation between GCR and non-GCR customers shall be made on the basis of actual consumption during the historical period to which the refund is deemed applicable. This calculation, along with any calculations for deductions from the non-GCR customer portion for Company Use and Lost and Unaccounted For volumes shall also be included.

Failure of the Company to report a refund to the Commission Staff by the *April* 15th 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 utility fails to comply with the refund notification requirement.

**C. GCR Customer Refunds**

- (1) All pipeline or other supplier refunds allocable to GCR customers shall be reflected as reductions to the GCR Cost of Gas Sold in the month received and should be included in the annual GCR reconciliation in the line captioned "Purchased and Produced."
- (2) Prior year's GCR under or over recoveries and any Commission ordered disallowances associated with the prior year's GCR period shall be reflected in the beginning balance (January 1) in the year ordered by the Commission. The amount reflected in the beginning balance shall include appropriate interest. The amount shall be included in separate lines below the GCR Cost of Gas Sold line.

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(Continued from [Sheet No. C-37.00](#))

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

**C7.2 Refund Procedure (Contd.)**

- (3) All other refunds shall be reflected in the month the refund arises and shall be included in a separate line below the Cost of Gas Sold line.

**D. Non-GCR Customer Refunds**

(1) **Refund Treatment**

All non-GCR refund liabilities shall be credited to a refund liability account to accrue interest until such time as such monies are authorized to be refunded. Application for refund of non-GCR liabilities shall be included in the Company's annual GCR reconciliation filing.

(2) **Allocation**

Pipeline and other supplier refunds shall be allocated between GCR and non-GCR customers on the basis of actual consumption during the historical period to which the refund is deemed applicable.

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

(3) **Distribution**

To the extent that the Company has the data readily available in a format which could be utilized for periods beyond four years without additional cost to the Company and its GCR customers, distribution of non-GCR customer refunds shall be made on the basis of actual usage during the historical period to which the refund is deemed applicable. The Company shall be required to maintain individual non-GCR customer consumption data for a minimum period of four years.

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

**C7.2 Refund Procedure (Contd.)**

**(4) Refund Completion Reports**

Six months after the completion of a non-GCR customer refund, 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. Any undistributed amounts shall be rolled back into the non-GCR refund liability account to accrue interest until refunded to non-GCR customers in the next refund.

**C8. CUSTOMER ATTACHMENT PROGRAM**

**C8.1 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 expected 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.*

**C8.2 Customer Contribution**

*A customer contribution shall be required prior to construction equal to the following components: Connection Fee plus any applicable Fixed Monthly Surcharge or lump sum payment plus any Excessive Service Line Fee plus any Direct Charges.*

(Continued on Sheet No. C-39.01)

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**C8. CUSTOMER ATTACHMENT PROGRAM (Contd.)**

**C8.2 Customer Contribution (Contd.)**

*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 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.*

*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.*

**C8.3 Payment of Customer Contribution**

The Connection Fee, **Direct Charges** and the Excessive Service Line Fee are payable in a lump sum at the time the service **agreement** is executed by the customer. 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 Fee **are** non-refundable.

*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.*

*For land developers, builders, mobile home park developments, or rental units, the customer contribution shall be required in a lump sum in advance of the facility expansion; they are not eligible for the Fixed Monthly Surcharge, and may not be considered as an unpredictable operation eligible for terms of a contract subject to refund.*

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**C8. CUSTOMER ATTACHMENT PROGRAM (Contd.)**

**C8.3 Payment of Customer Contribution (Contd.)**

The Company may offer the Fixed Monthly Surcharge as an alternative payment method. The Fixed Monthly Surcharge shall be payable monthly throughout the surcharge period. The Fixed Monthly Surcharge will commence on the date that the customer receives gas service or six (6) months following the date the service agreement is executed by the customer, whichever occurs first. 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 \$300.00, 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 *may* result in the discontinuation, shutoff of service or denial of natural gas service.

**C8.4 Connection Fee**

The Connection Fee is equal to \$300.00 per meter. The Connection Fee 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 is equal to \$150.00 per meter.

**C8.5 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 *May 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 geographic locations and 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.

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**C8. CUSTOMER ATTACHMENT PROGRAM (Contd.)**

**C8.6 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.*

**C8.7 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.

**C8.8 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 a NPV Revenue Deficiency of zero will be used.

(Continued on [Sheet No. C-42.00](#))

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**C8. CUSTOMER ATTACHMENT PROGRAM (Contd.)**

**C8.9 Model Assumptions**

**A. 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 Customers' annual consumption levels.

**B. Incremental Costs**

**(1) Carrying Cost Rate**

The Carrying Cost Rate will be a pre-tax weighted rate of long-term debt and common equity. The cost will be equal to and weighted in proportion to those authorized in Company's most recent rate order. Based on MichCon's rate order in Case No. *U-16999*, dated *December 20, 2012*, the Carrying Cost Rate is equal to *11.79%*.

**(2) Plant in Service**

Plant in Service shall reflect 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 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.

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**C8. CUSTOMER ATTACHMENT PROGRAM (Contd.)**

**C8.9 Model Assumptions (Contd.)**

**(4) Depreciation**

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

**(5) Property Taxes and Other Operating Expenses**

Property Taxes will be the product of Plant in Service multiplied by 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 and common equity. The cost will be equal to and weighted in proportion to those authorized in Company's most recent rate order. Based on MichCon's rate order in Case No. *-U-16999*, dated *December 20, 2012*, the Discount Rate is equal to *8.27%*.

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**C8. CUSTOMER ATTACHMENT PROGRAM (Contd)**

**C8.10 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 Company.

<u>CAP ID</u>	<u>CAP Area</u>	<u>County</u>	<u>CAP Charge</u>	
			<u>Per Month</u>	<u>End Date</u>
40797	4389 N. Norway Rd	Alcona	\$14.35	01/25/15
43214	E2935 E Torma Rd	Alger	\$12.42	11/14/16
43519	Hilltop Drive	Alger	\$20.38	09/28/17
43949	E9873 Kinston	Alger	\$22.02	09/24/18
<b>45090</b>	<b><i>N7048 Shady Lane</i></b>	<b><i>Alger</i></b>	<b><i>\$12.00</i></b>	<b><i>10/21/21</i></b>
44008	Mosquito Lane Area	Alpena	\$24.89	10/16/18
44145	Hiawatha Lane	Alpena	\$12.76	09/01/19
40558	Torch Lake 2004 – 2014	Antrim	\$19.17	11/09/14
43973	Elder Road Mancelona	Antrim	\$20.46	09/16/18
43756	Platte Lake AEP	Benzie	\$21.27	10/07/18
<b>44599</b>	<b><i>Pinewoods Subdivision, Lake An</i></b>	<b><i>Benzie</i></b>	<b><i>\$36.86</i></b>	<b><i>11/01/21</i></b>
43359	Hulbert Street	Charlevoix	\$16.26	07/31/12
40707	Old Mackinaw Trail	Charlevoix	\$19.91	02/22/15
41849	Boyne City-East Jordan Road	Charlevoix	\$25.45	07/22/15
43915	Valley Brook Drive	Charlevoix	\$15.43	10/30/18
44299	Indian Garden Etc	Charlevoix	\$48.66	08/18/20
<b>44523</b>	<b><i>Loeb Road Area</i></b>	<b><i>Charlevoix</i></b>	<b><i>\$27.89</i></b>	<b><i>10/18/21</i></b>
2122	2105 E State	Cheboygan	\$37.41	08/07/12
43929	1303 Coulson Dr	Cheboygan	\$12.10	07/28/18
44205	2942 Chippewa Beach Rd	Cheboygan	\$25.42	08/19/19
<b>44538</b>	<b><i>Shawnee Avenue</i></b>	<b><i>Cheboygan</i></b>	<b><i>\$17.92</i></b>	<b><i>10/05/21</i></b>
44264	2288 Maleport	Chippewa	\$62.92	04/27/20
<b>44032</b>	<b><i>Bermuda Ave, Sault St Marie</i></b>	<b><i>Chippewa</i></b>	<b><i>\$24.26</i></b>	<b><i>09/02/21</i></b>
<b>44608</b>	<b><i>3448 S Mackinaw Trail</i></b>	<b><i>Chippewa</i></b>	<b><i>\$23.50</i></b>	<b><i>11/03/21</i></b>
<b>44988</b>	<b><i>1177 Birch Lane</i></b>	<b><i>Clare</i></b>	<b><i>\$18.08</i></b>	<b><i>11/18/16</i></b>
44468	1291 E Surrey Rd	Clare	\$17.02	12/17/20
<b>45218</b>	<b><i>Finley Lake Ave</i></b>	<b><i>Clare</i></b>	<b><i>\$27.55</i></b>	<b><i>12/28/21</i></b>
<b>44588</b>	<b><i>Harrison Area Expansion Proj.</i></b>	<b><i>Clare</i></b>	<b><i>\$25.00</i></b>	<b><i>11/09/21</i></b>

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**C8. CUSTOMER ATTACHMENT PROGRAM (Contd)**

**C8.10 Customer Attachment Project Areas (Contd)**

<u>CAP ID</u>	<u>CAP Area</u>	<u>County</u>	<u>CAP Charge</u>	
			<u>Per Month</u>	<u>End Date</u>
43944	Vienna Woods	Crawford	\$20.97	10/30/18
44429	1845 E Pere Cheney	Crawford	\$20.00	08/26/20
41966	Ketcham Street	Delta	\$23.69	04/21/15
42188	Daisy Lane	Delta	\$28.41	08/18/15
42255	4th Avenue West	Delta	\$23.79	10/24/15
42432	815 S 36th St	Delta	\$13.72	09/26/16
43781	Bayberry Drive	Delta	\$20.70	09/26/18
42745	7th Avenue South	Delta	\$12.45	10/15/18
43952	W 8th Avenue	Delta	\$23.53	10/24/18
43963	Hoadley Street Kingsford	Dickinson	\$19.92	09/16/18
<b>45158</b>	<b><i>Hamilton Lakes Vulcan Main Ext</i></b>	<b><i>Dickinson</i></b>	<b><i>\$54.70</i></b>	<b><i>11/02/21</i></b>
<b>45487</b>	<b><i>928 E A Street</i></b>	<b><i>Dickinson</i></b>	<b><i>\$28.10</i></b>	<b><i>11/10/21</i></b>
<b>44453</b>	<b><i>841 Christine Ct</i></b>	<b><i>Dickinson</i></b>	<b><i>\$17.92</i></b>	<b><i>12/28/21</i></b>
38593	6342 West St	Emmet	\$29.39	06/17/12
39323	Tamarack Lane	Emmet	\$23.61	10/10/13
40505	6740 E Bogardus	Emmet	\$12.96	08/30/14
43964	E Mitchell and Boyer Rd	Emmet	\$15.61	09/05/15
44444	7609 S Lake Shore Dr	Emmet	\$20.35	10/26/15
<b>44501</b>	<b><i>Birch Trail</i></b>	<b><i>Emmet</i></b>	<b><i>\$19.13</i></b>	<b><i>05/18/16</i></b>
42765	1452 Wenniway Dr	Emmet	\$7.09	11/09/16
44402	2270 Deer View Lane	Emmet	\$53.03	06/23/17
43917	Harbor Bluffs Condos	Emmet	\$14.10	09/30/18
43538	Grand Oaks Subdivision	Emmet	\$27.17	10/22/18
44352	2450 Hemlock Lane	Emmet	\$25.67	10/25/18
44015	4040 Grand Oak Trail	Emmet	\$14.82	11/24/18
<b>44566</b>	<b><i>3708 Powers Rd.</i></b>	<b><i>Emmet</i></b>	<b><i>\$26.13</i></b>	<b><i>07/22/21</i></b>
<b>44790</b>	<b><i>Hardwood Estates</i></b>	<b><i>Emmet</i></b>	<b><i>\$18.77</i></b>	<b><i>11/10/21</i></b>
<b>45105</b>	<b><i>Charlies Run</i></b>	<b><i>Emmet</i></b>	<b><i>\$19.32</i></b>	<b><i>12/13/21</i></b>
<b>44789</b>	<b><i>Pine Bough</i></b>	<b><i>Emmet</i></b>	<b><i>\$19.01</i></b>	<b><i>12/19/21</i></b>
40171	Cedar Run Road Area	Grand Traverse	\$17.50	09/07/14

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**C8. CUSTOMER ATTACHMENT PROGRAM (Contd)**

**C8.10 Customer Attachment Project Areas (Contd)**

<u>CAP ID</u>	<u>CAP Area</u>	<u>County</u>	<u>CAP Charge Per Month</u>	<u>End Date</u>
<b>44597</b>	<b><i>Merritt Street, Fife Lake</i></b>	<b><i>Grand Traverse</i></b>	<b><i>\$11.54</i></b>	<b><i>07/18/15</i></b>
44404	6475 Barney, Traverse City	Grand Traverse	\$37.45	07/29/15
41895	Fashion Avenue	Grand Traverse	\$23.21	09/26/15
42319	Shady Lane	Grand Traverse	\$17.82	11/01/15
41853	Fisher Road Project	Grand Traverse	\$17.50	11/07/15
44476	3888 Supply Rd - Sing Customer	Grand Traverse	\$19.53	11/24/15
42678	Cedar Run Road - 2006 Phase	Grand Traverse	\$18.03	09/18/16
43052	Three Mile Road Garfield Road	Grand Traverse	\$13.81	09/29/16
<b>44908</b>	<b><i>Loon Lane</i></b>	<b><i>Grand Traverse</i></b>	<b><i>\$17.25</i></b>	<b><i>11/22/16</i></b>
43460	M72 to Turtle Creek	Grand Traverse	\$21.88	10/21/18
43779	Williamsburg Project	Grand Traverse	\$32.94	09/21/19
44488	4723 Vance Rd	Grand Traverse	\$20.64	11/01/20
44483	10941 S Orchard	Grand Traverse	\$20.12	12/06/20
<b>43972</b>	<b><i>Labrador Lane</i></b>	<b><i>Grand Traverse</i></b>	<b><i>\$9.58</i></b>	<b><i>11/01/21</i></b>
<b>45037</b>	<b><i>Cook Rd, Williamsburg</i></b>	<b><i>Grand Traverse</i></b>	<b><i>\$32.78</i></b>	<b><i>11/04/21</i></b>
<b>44543</b>	<b><i>Vandervoight Main Extension</i></b>	<b><i>Grand Traverse</i></b>	<b><i>\$10.78</i></b>	<b><i>11/23/21</i></b>
<b>44546</b>	<b><i>Open Meadow Lane Main Ext</i></b>	<b><i>Grand Traverse</i></b>	<b><i>\$34.71</i></b>	<b><i>11/28/21</i></b>
<b>45079</b>	<b><i>Lakeview Hills-8 Cst</i></b>	<b><i>Grand Traverse</i></b>	<b><i>\$45.51</i></b>	<b><i>11/29/21</i></b>
<b>45035</b>	<b><i>Commerce Drive, Traverse City</i></b>	<b><i>Grand Traverse</i></b>	<b><i>\$28.84</i></b>	<b><i>12/07/21</i></b>
<b>44437</b>	<b><i>8893 Birchview, Williamsburg</i></b>	<b><i>Grand Traverse</i></b>	<b><i>\$16.58</i></b>	<b><i>12/12/21</i></b>
<b>45276</b>	<b><i>W Taft, Perrinton</i></b>	<b><i>Gratiot</i></b>	<b><i>\$19.76</i></b>	<b><i>12/20/21</i></b>
42272	Whites Bridge Road	Ionia	\$30.22	12/21/15
43835	Benson Rd Tawas City	Iosco	\$19.24	10/14/18
44455	6744 Woodlea Rd Oscoda	Iosco	\$21.77	10/08/20
<b>45483</b>	<b><i>3541 Richard Lewiston</i></b>	<b><i>Iosco</i></b>	<b><i>\$22.13</i></b>	<b><i>10/25/21</i></b>
42470	1010 S Hemlock	Iron	\$27.94	11/22/15
43845	E Smith Street	Iron	\$14.45	05/23/18
43920	N3023 Quinnesec Lake Antoine	Iron	\$40.04	07/10/18
43839	920 E C Street	Iron	\$20.42	10/30/18
39602	Windoga Lake Extension	Isabella	\$23.56	11/17/13

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**C8. CUSTOMER ATTACHMENT PROGRAM (Contd)**

**C8.10 Customer Attachment Project Areas (Contd)**

<u>CAP ID</u>	<u>CAP Area</u>	<u>County</u>	<u>CAP Charge</u>	
			<u>Per Month</u>	<u>End Date</u>
43784	Lake Isabella	Isabella	\$25.63	11/19/18
<b>45083</b>	<b>W Shore Dr</b>	<b>Isabella</b>	<b>\$22.45</b>	<b>11/16/21</b>
<b>45508</b>	<b>N Johnson Road</b>	<b>Isabella</b>	<b>\$33.76</b>	<b>12/09/21</b>
<b>45502</b>	<b>Hahn Circle Rapid City</b>	<b>Kalkaska</b>	<b>\$6.09</b>	<b>12/21/21</b>
39429	4639 Potter SE	Kent	\$6.40	09/02/13
<b>44499</b>	<b>5075 Quiggle</b>	<b>Kent</b>	<b>\$24.18</b>	<b>01/27/14</b>
<b>44581</b>	<b>9000 Jewell Ave NE</b>	<b>Kent</b>	<b>\$15.99</b>	<b>07/01/14</b>
40297	Garret Dr NE	Kent	\$19.59	08/23/14
40780	2634 Reeds Lake	Kent	\$66.99	10/06/14
40430	13 Mile Rd	Kent	\$20.00	11/04/14
44505	3895 24th Av	Kent	\$26.19	12/21/14
42198	Country Creek Estates	Kent	\$30.24	10/25/15
<b>45104</b>	<b>Kenowa Pvt Dr Wyoming</b>	<b>Kent</b>	<b>\$12.96</b>	<b>11/10/15</b>
44508	7660 Honeysuckle Lane	Kent	\$29.56	12/22/15
42719	Boomers Way NE	Kent	\$25.66	04/27/16
<b>44612</b>	<b>56th Street SW, Wyoming</b>	<b>Kent</b>	<b>\$11.79</b>	<b>10/07/16</b>
<b>45356</b>	<b>8666 Shaner Ave</b>	<b>Kent</b>	<b>\$20.11</b>	<b>11/03/16</b>
<b>45240</b>	<b>5490 Sunfish Lake Ave</b>	<b>Kent</b>	<b>\$37.09</b>	<b>11/07/16</b>
<b>45111</b>	<b>Loomis St</b>	<b>Kent</b>	<b>\$13.91</b>	<b>12/06/16</b>
43682	3800 32nd No 2	Kent	\$19.46	10/31/17
43734	Schultz Rd	Kent	\$25.89	02/28/18
43875	7th Street	Kent	\$16.14	08/06/18
43934	5875 12 Mile	Kent	\$42.87	09/10/18
43852	Macclain Meadows	Kent	\$23.82	10/07/18
43815	11231 Wabasis	Kent	\$32.36	10/13/18
43981	Young Avenue	Kent	\$30.16	10/17/18
44006	Rosendall	Kent	\$34.65	12/03/18
44064	Russell	Kent	\$24.51	12/05/18

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**C8. CUSTOMER ATTACHMENT PROGRAM (Contd)**

**C8.10 Customer Attachment Project Areas (Contd)**

<u>CAP ID</u>	<u>CAP Area</u>	<u>County</u>	<u>CAP Charge</u>	
			<u>Per Month</u>	<u>End Date</u>
44016	Erickson	Kent	\$27.94	01/12/19
44082	Honey Creek	Kent	\$32.44	02/13/19
44079	Young & Gator Trail	Kent	\$34.39	03/03/19
44085	Honeysuckle & 9 Mile Project	Kent	\$24.46	03/03/19
44386	13600 16 Mile	Kent	\$29.62	09/09/20
44445	2485 Burton Woods Main & Svc	Kent	\$5.00	09/14/20
<b>44849</b>	<b><i>Posthuma Ave NE</i></b>	<b><i>Kent</i></b>	<b><i>\$25.85</i></b>	<b><i>08/13/21</i></b>
<b>40836</b>	<b><i>Lancair Dr.</i></b>	<b><i>Kent</i></b>	<b><i>\$24.42</i></b>	<b><i>08/25/21</i></b>
<b>44607</b>	<b><i>100<sup>th</sup> St SW Byron Center</i></b>	<b><i>Kent</i></b>	<b><i>\$21.64</i></b>	<b><i>09/13/21</i></b>
<b>38929</b>	<b><i>Olin Meadows</i></b>	<b><i>Kent</i></b>	<b><i>\$21.94</i></b>	<b><i>10/27/21</i></b>
<b>45088</b>	<b><i>Sunfish Meadows Ct Pvt</i></b>	<b><i>Kent</i></b>	<b><i>\$51.16</i></b>	<b><i>11/01/21</i></b>
<b>45112</b>	<b><i>Scenic Woods NE</i></b>	<b><i>Kent</i></b>	<b><i>\$45.95</i></b>	<b><i>11/10/21</i></b>
<b>45257</b>	<b><i>Redder Ln NE</i></b>	<b><i>Kent</i></b>	<b><i>\$48.67</i></b>	<b><i>11/14/21</i></b>
<b>45530</b>	<b><i>Frost Ave NE Replaces 45029</i></b>	<b><i>Kent</i></b>	<b><i>\$24.53</i></b>	<b><i>11/18/21</i></b>
<b>44603</b>	<b><i>Kenowa Ave SW Main Extension</i></b>	<b><i>Kent</i></b>	<b><i>\$11.84</i></b>	<b><i>11/22/21</i></b>
<b>45077</b>	<b><i>House St NE</i></b>	<b><i>Kent</i></b>	<b><i>\$21.51</i></b>	<b><i>11/23/21</i></b>
<b>45418</b>	<b><i>2097 Riverbank NE</i></b>	<b><i>Kent</i></b>	<b><i>\$26.00</i></b>	<b><i>11/30/21</i></b>
<b>45084</b>	<b><i>Windy Ridge Dr Pvt, Sparta</i></b>	<b><i>Kent</i></b>	<b><i>\$27.10</i></b>	<b><i>12/02/21</i></b>
<b>45532</b>	<b><i>2455 Pettis NE</i></b>	<b><i>Kent</i></b>	<b><i>\$27.68</i></b>	<b><i>12/06/21</i></b>
<b>45512</b>	<b><i>3950 Riverbend SW</i></b>	<b><i>Kent</i></b>	<b><i>\$33.44</i></b>	<b><i>12/09/21</i></b>
<b>45036</b>	<b><i>Whispering Creek</i></b>	<b><i>Kent</i></b>	<b><i>\$27.90</i></b>	<b><i>12/14/21</i></b>
<b>45495</b>	<b><i>3667 10 Mile Rd</i></b>	<b><i>Kent</i></b>	<b><i>\$31.21</i></b>	<b><i>12/16/21</i></b>
<b>45068</b>	<b><i>1586 13 Mile Rd</i></b>	<b><i>Kent</i></b>	<b><i>\$32.47</i></b>	<b><i>12/19/21</i></b>
<b>45076</b>	<b><i>Cisco Grove &amp; 5 Mile, Comst Pa</i></b>	<b><i>Kent</i></b>	<b><i>\$26.04</i></b>	<b><i>12/21/21</i></b>
<b>45217</b>	<b><i>Deer Trail NE</i></b>	<b><i>Kent</i></b>	<b><i>\$27.70</i></b>	<b><i>12/29/21</i></b>
44029	Church Street	Lake	\$17.05	11/17/18
44017	Roosevelt Project	Lake	\$9.56	11/17/18

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**C8. CUSTOMER ATTACHMENT PROGRAM (Contd)**

**C8.10 Customer Attachment Project Areas (Contd)**

<u>CAP ID</u>	<u>CAP Area</u>	<u>County</u>	<u>CAP Charge</u>	
			<u>Per Month</u>	<u>End Date</u>
44443	6840 S River Bend Ln Main & Sv	Lake	\$5.00	09/16/20
<b>45116</b>	<b>2200 Park St, Baldwin Line Ext</b>	<b>Lake</b>	<b>\$29.62</b>	<b>11/02/21</b>
40436	Cedar Valley Rd	Leelanau	\$17.50	09/10/14
42145	South Orchard Way	Leelanau	\$12.45	07/07/15
<b>44379</b>	<b>Bay Lane</b>	<b>Leelanau</b>	<b>\$46.56</b>	<b>11/28/21</b>
<b>45030</b>	<b>Lee Point</b>	<b>Leelanau</b>	<b>\$36.23</b>	<b>12/12/21</b>
44381	296 Tenth Street - Residential	Manistee	\$38.64	09/09/20
<b>44497</b>	<b>Red Apple, Manistee Main Ext</b>	<b>Manistee</b>	<b>\$21.77</b>	<b>10/13/21</b>
<b>45503</b>	<b>2028 Kemmer, Manistee</b>	<b>Manistee</b>	<b>\$1.00</b>	<b>12/08/21</b>
43778	Crestview Drive	Marquette	\$26.66	09/09/18
43776	Johnson Lake Road	Marquette	\$23.16	09/09/18
43971	S Bertrand and Johnson Lake Rd	Marquette	\$21.20	11/04/18
44209	Bible Camp Drive	Marquette	\$34.58	12/04/19
43787	Emerson Lk & Long Lk Walhalla	Mason	\$25.00	09/24/19
<b>44808</b>	<b>3268 W Hansen Rd Main Extensio</b>	<b>Mason</b>	<b>\$29.55</b>	<b>09/16/21</b>
<b>45241</b>	<b>Cardinal Drive</b>	<b>Mecosta</b>	<b>\$17.15</b>	<b>11/30/16</b>
<b>45417</b>	<b>187th &amp; Riverside Stanwood</b>	<b>Mecosta</b>	<b>\$24.86</b>	<b>12/21/16</b>
43803	175th Ave Morley	Mecosta	\$26.47	05/21/18
<b>44572</b>	<b>Northland Dr, Big Rapids</b>	<b>Mecosta</b>	<b>\$51.12</b>	<b>12/09/21</b>
44383	11721 Birch	Montcalm	\$22.96	09/20/13
43491	Bertha Dr Pvt	Montcalm	\$23.18	10/22/17
<b>44571</b>	<b>W Chestnut Howard City</b>	<b>Montcalm</b>	<b>\$16.95</b>	<b>10/18/21</b>
44014	10923 County Rd 612, Lewiston	Montmorency	\$26.57	11/11/18
38687	Carr Road	Muskegon	\$21.31	07/05/12
<b>44602</b>	<b>Besser Court-Montague Main Ext</b>	<b>Muskegon</b>	<b>\$16.68</b>	<b>07/27/12</b>
38862	Al Bern Dr	Muskegon	\$31.06	10/15/12

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**C8. CUSTOMER ATTACHMENT PROGRAM (Contd)**

**C8.10 Customer Attachment Project Areas (Contd)**

<u>CAP ID</u>	<u>CAP Area</u>	<u>County</u>	<u>CAP Charge</u>	
			<u>Per Month</u>	<u>End Date</u>
39476	Becker Road Project	Muskegon	\$11.10	10/06/13
39799	260 N Buys	Muskegon	\$10.85	12/15/13
40952	Stan Johnson Builder	Muskegon	\$16.60	04/07/15
42252	613 E Pontaluna Rd	Muskegon	\$14.72	08/11/15
40487	Staple Road	Muskegon	\$21.92	09/08/15
42171	Project Owassappie Trails	Muskegon	\$23.06	09/12/15
41964	S Lake Street	Muskegon	\$20.93	10/11/15
40801	West Calumet St	Muskegon	\$8.19	10/12/15
15711	White Lake	Muskegon	\$20.03	01/30/17
43605	Expansion for West Cedar Road	Muskegon	\$26.91	10/26/17
43623	W.Bard Road-2340-2456	Muskegon	\$25.11	12/04/17
43978	Scenic Dr Main Extension	Muskegon	\$31.07	09/23/18
<b>45507</b>	<b>Scenic Project-Whitehall</b>	<b>Muskegon</b>	<b>\$31.06</b>	<b>10/21/18</b>
<b>44969</b>	<b>1890 Paul St, Miuskegon Ext</b>	<b>Muskegon</b>	<b>\$25.81</b>	<b>12/02/18</b>
44046	Kenwood Street Extension	Muskegon	\$6.52	12/08/18
44024	Tender Foot Ct	Muskegon	\$21.75	12/12/18
44164	Hancock Project With Surcharge	Muskegon	\$27.52	01/29/19
44439	6551 Russell Road, Twin Lake	Muskegon	\$33.97	11/22/20
<b>45041</b>	<b>873 Sharon Rd, Muskegon</b>	<b>Muskegon</b>	<b>\$35.81</b>	<b>11/10/21</b>
<b>44561</b>	<b>11561 Heights Ravenna Ave</b>	<b>Muskegon</b>	<b>\$27.83</b>	<b>11/14/21</b>
<b>45072</b>	<b>Nestrom,Mc Millan,Bittersweet</b>	<b>Muskegon</b>	<b>\$26.98</b>	<b>12/06/21</b>
<b>45071</b>	<b>Blank Road, Whitehall Main Ext</b>	<b>Muskegon</b>	<b>\$28.79</b>	<b>12/13/21</b>
<b>45042</b>	<b>White Rd,Muskegon Main Ext.</b>	<b>Muskegon</b>	<b>\$19.81</b>	<b>12/21/21</b>
<b>45501</b>	<b>W River Rd/Muskegon</b>	<b>Muskegon</b>	<b>\$36.22</b>	<b>12/27/21</b>
<b>45039</b>	<b>Riley Thompson/Strand Exten.</b>	<b>Muskegon</b>	<b>\$43.57</b>	<b>12/27/21</b>
44473	12799 E Englewright Dr 1 Cust	Newaygo	\$18.55	11/30/12
44095	Townline Project	Newaygo	\$26.44	12/21/19
<b>44728</b>	<b>E 88th &amp; Golf St</b>	<b>Newaygo</b>	<b>\$32.74</b>	<b>10/31/21</b>

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**C8. CUSTOMER ATTACHMENT PROGRAM (Contd)**

**C8.10 Customer Attachment Project Areas (Contd)**

<u>CAP ID</u>	<u>CAP Area</u>	<u>County</u>	<u>CAP Charge</u>	
			<u>Per Month</u>	<u>End Date</u>
10133	1585 Burns	Oakland	\$38.51	10/29/12
28494	797 Martindale, Mft	Oakland	\$28.36	10/23/13
39129	Shawnee Rd	Oceana	\$20.06	09/24/14
43269	Double JJ Res/Com Enroute	Oceana	\$22.08	12/11/16
43598	Apache Hills Extension	Oceana	\$20.00	11/08/17
39527	2290 E M-55	Ogemaw	\$19.19	11/08/16
44044	1395 Oak Hill Alger	Ogemaw	\$16.97	10/14/18
44001	Rifle River Trail	Ogemaw	\$29.83	01/16/19
<b>45176</b>	<b>5516 230th Ave</b>	<b>Osceola</b>	<b>\$13.87</b>	<b>11/16/13</b>
<b>44848</b>	<b>Bayou Dr Evart</b>	<b>Osceola</b>	<b>\$17.60</b>	<b>09/02/16</b>
<b>45177</b>	<b>W Glen &amp; Myrtle</b>	<b>Osceola</b>	<b>\$40.33</b>	<b>12/16/21</b>
44225	149 Marty	Oscoda	\$21.86	11/10/19
<b>45242</b>	<b>405 Balsam</b>	<b>Oscoda</b>	<b>\$21.34</b>	<b>09/22/21</b>
<b>45509</b>	<b>5240 Washington</b>	<b>Oscoda</b>	<b>\$210.00</b>	<b>12/14/21</b>
40738	Meecher Rd	Otsego	\$21.83	12/01/14
41857	Sugar Hill Ct	Otsego	\$30.15	06/24/15
43297	2695 Hitchings Lane	Otsego	\$20.42	12/13/16
<b>45216</b>	<b>7059 Bob White Way</b>	<b>Otsego</b>	<b>\$27.60</b>	<b>12/15/16</b>
43529	Michaywe Phase III	Otsego	\$28.56	10/31/17
43882	East M-32 Area	Otsego	\$23.97	11/03/18
44474	3163 W M 32	Otsego	\$38.01	11/24/20
<b>44592</b>	<b>Fern Grove</b>	<b>Otsego</b>	<b>\$30.01</b>	<b>08/25/21</b>
<b>44584</b>	<b>Michaywe Phase IV</b>	<b>Otsego</b>	<b>\$28.67</b>	<b>09/26/21</b>
<b>44585</b>	<b>Michaywe Phase V</b>	<b>Otsego</b>	<b>\$28.67</b>	<b>10/13/21</b>
<b>42787</b>	<b>Sugar Hill Court</b>	<b>Otsego</b>	<b>\$22.32</b>	<b>10/21/21</b>
<b>45098</b>	<b>41 Waneta Ct</b>	<b>Otsego</b>	<b>\$34.26</b>	<b>10/31/21</b>
<b>45067</b>	<b>40th Ave, Tallmdage Twp</b>	<b>Ottawa</b>	<b>\$28.98</b>	<b>11/23/16</b>
43986	12974 76th Ave	Ottawa	\$24.68	11/07/17
43758	16th Ave Marne	Ottawa	\$25.49	07/22/18

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**C8. CUSTOMER ATTACHMENT PROGRAM (Contd)**

**C8.10 Customer Attachment Project Areas (Contd)**

<u>CAP ID</u>	<u>CAP Area</u>	<u>County</u>	<u>CAP Charge Per Month</u>	<u>End Date</u>
45396	2825 24th Ave	Ottawa	\$38.47	11/10/19
44870	Johnson Rd & Deer Creek Lane	Ottawa	\$20.60	09/08/21
44596	Fillmore Street - Jenison	Ottawa	\$21.64	09/13/21
45097	7289 36th Ave SW Line Ext.	Ottawa	\$1.00	09/15/21
44604	16th Ave Main Ext Hudsonville	Ottawa	\$11.02	11/08/21
45525	7289 36th Ave SW Correct Proj	Ottawa	\$18.37	11/14/21
45113	Lincoln St NW Btwn 8th & 1120	Ottawa	\$31.54	12/02/21
45237	Fillmore St Phase II Jenison	Ottawa	\$38.82	12/28/21
45056	1992 Maple Valley Rd	Roscommon	\$0.01	08/31/12
45049	Danes And Charles Court	Roscommon	\$15.01	11/17/15
44580	301 Partridge Rd Roscommon	Roscommon	\$15.42	08/08/16
43528	Deer Run Estates AEP	Roscommon	\$20.02	08/28/17
43527	Flint Road AEP	Roscommon	\$19.32	09/28/17
43834	W. Lansing Road	Roscommon	\$25.88	10/30/18
44401	213 Raccoon Trail	Roscommon	\$25.06	09/21/20
44457	4199 S Townline	Roscommon	\$42.12	11/10/20
45034	Stephan Bridge Roscommon	Roscommon	\$18.50	08/08/21
45511	470 S Harrison	Roscommon	\$66.63	11/29/21
1120	Miller Rd	Washtenaw	\$37.91	05/01/13
12847	Collyer Court	Wayne	\$35.06	09/25/12
41161	7707 W. Outer Drive	Wayne	\$542.95	12/13/14
44594	Judd Road Area Expansion	Wayne	\$28.77	09/30/21
45529	16701 Martinsville Vanburen Tw	Wayne	\$52.20	12/27/21
40633	M115 Near Clam Lake Twp H	Wexford	\$18.10	10/22/14
44387	3538 Sarah St Service Line	Wexford	\$22.70	09/21/20
44573	Pine Knoll Drive, Cadillac	Wexford	\$10.94	09/21/21

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**SECTION C - PART II  
COMPANY RULES AND REGULATIONS  
(FOR NONRESIDENTIAL CUSTOMERS AND  
MULTIFAMILY DWELLING SERVICE RATE 2A CUSTOMERS)**

**INTENT OF SECTION C - PART II**

These General Rules and Regulations for nonresidential customers and *Multifamily* Dwelling Service Rate 2A customers are not to supersede but are in addition to Rule B1, Technical Standards for Gas Service, and Rule B4, Commercial and Industrial Billing Practices.

**C9. 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 Rate Book for Natural Gas Service by the customer, the Company shall have the right to shut off service pursuant to the customer notification procedures as provided in Rule B4, Commercial and Industrial Billing Practices, R 460.2084, Discontinuation, Termination or Denial of Service.

**C10. MEASUREMENT OF GAS**

Gas may be supplied without meter measurement for use as a fuel in infrared heaters installed in shelters erected on public property adjacent to the public streets for the accommodation of patrons of transportation systems serving the general public, provided that any customer purchasing gas for such purpose shall permit gas to be metered to at least one infrared heater of identical size in each municipality in which such shelters are maintained, and provided further that all infrared heaters of such customer located in bus shelters and supplied with gas, either with or without meter measurement, shall be adjusted to a fixed outdoor temperature of 45°F and sealed prior to operation. When gas is supplied in this manner for such purpose, payment, therefore, shall be made monthly on the basis that each infrared heater located in a municipality shall have consumed the same volume of gas as the customer's sealed infrared heater or heaters of identical size to which gas is metered in the same municipality. Gas supplied to separate shelters shall not be combined for billing.

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**C11. AGGREGATION OF ACCOUNTS**

**C11.1 Contiguous Facilities**

When an industrial or commercial Customer purchasing gas under Rate Schedule GS-2, Rate Schedule S (School Rate), or a commercial and/or industrial transportation Customer transporting gas under Transportation Rate Schedule ST, LT, XLT, *or* **XXLT** 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 buildings 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 Customer as a unitary enterprise at one location and under one management; or
- B. The buildings 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 Customer as a unitary enterprise at one location and under one management.

**C11.2 Master Account and Non-Contiguous Aggregation**

Customer, receiving gas service at multiple facilities that are under common ownership by Customer, may elect to aggregate the quantities of gas supplied to such facilities, subject to all of the following conditions:

- A. Customer must designate one of the facilities as the master account. Upon aggregation, the master account must receive service under an End User Transportation Rate Schedule account (ST, LT, XLT, *or* **XXLT**).
- B. Only subsidiary accounts will be eligible for aggregation with the master account. To qualify as a subsidiary account, a facility must be served under a Gas Sales Rate Schedule (Rate A, AS, 2A, GS, or S) or Transportation Rate Schedule (ST, LT, XLT, *or* **XXLT**). Customer, or Customer's agent, must specify which of Customer's facilities will be designated as subsidiary account(s). Customer may designate some or all of its facilities as subsidiary accounts.

*A subsidiary account billed under a Gas Sales Rate Schedule will have a bill cycle defined as a period between 26 and 35 days. No adjustments for Load Balancing Storage Charges or charges for Unauthorized Use will be made for subsidiary accounts billed within a 26 to 35 day bill cycle duration.*

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**C11. AGGREGATION OF ACCOUNTS (Contd.)**

**C11.2 Master Account and Non-Contiguous Aggregation (Contd.)**

- C. The facility designated as the master account shall be subject to and billed under the provisions of its End User Transportation Rate Schedule. Facilities designated as subsidiary accounts shall be subject to all of the terms and conditions of the master account End User Transportation Rate Schedule, except that the subsidiary accounts will pay the monthly Customer service charge and distribution charge in effect for its designated sales or transportation rate rather than the monthly Customer service charge and distribution transportation charge in effect for the master account. All other charges applicable to the master account as identified under Rate Schedule ST, LT, XLT, *or* **XXLT** apply to the subsidiary accounts. The master account will receive a volumetric credit equal to the Gas in Kind percent applicable to the master account or all volumes transported by the subsidiary accounts that are served under a Gas Sales Rate Schedule.
- D. The master account and the subsidiary accounts shall be treated as one account for the purpose of nominations and determining ACQ, MDQ, storage availability and penalties (including unauthorized gas usage and excess storage). Company will provide a single aggregated ACQ and MDQ for the master and subsidiary accounts determined in a consistent manner as identified within the ST, LT, XLT, *and* **XXLT** Rate Schedules. A separate Transportation Service Agreement consistent with those for ST, LT, XLT, *and* **XXLT** transportation services must be executed by Customer. The Transportation Service Agreement will identify the master and subsidiary account delivery points, applicable charges, aggregated ACQ and MDQ, and contract term, plus any other agreed upon terms and conditions.

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**SECTION C - PART III**  
**COMPANY RULES AND REGULATIONS**  
**(FOR RESIDENTAL CUSTOMERS PARTICIPATING IN THE**  
**LOW INCOME ENERGY AFFORDABILITY DEMONSTRATION PROJECT)**

**C12. LOW INCOME ENERGY AFFORDABILITY DEMONSTRATION PROJECT**

(A) *Defined terms used in this Low-Income Energy Affordability Demonstration Project (LIEADP) are as follows:*

*Account default means a LIEADP customer's failure to pay monthly LIEADP installment amounts causing the LIEADP customer's natural gas service to be subject to disconnection by a utility for nonpayment or actually disconnected for nonpayment.*

*Active LIEADP customer means a low income customer who is both currently enrolled in the LIEADP and currently using utility service.*

*Arrearage credit amount means the amount that would reduce the enrolled LIEADP customer's accrued arrearages to zero as determined based on the customer's accrued arrearages at the time the customer enrolls in the LIEADP program. Arrearage credits will be applied against customer arrearages only.*

*Current bill balance means for each monthly billing cycle for a LIEADP customer, the difference between such customer's monthly LIEADP installment amount and the actual amount billed for natural gas service for the billing cycle.*

*Customer payment means, for purposes of this LIEADP, a payment of a monthly LIEADP installment made from the customer's financial resources.*

*LIEADP annual reverification date means the calendar date at or before twelve months from the LIEADP customer's LIEADP verification date or most recent LIEADP annual reverification date.*

*LIEADP customer means a low income customer who participates in the Low Income Energy Affordability Demonstration Project.*

*LIEADP Grant Funds means the funds disbursed as part of the Low Income Energy Affordability Demonstration Project Grant.*

*LIEADP project term means the time period during which the Low Income Energy Affordability Demonstration Project tariff is effective.*

*LIEADP verification date means the actual date on which the LIEADP customer's documentation on his or her household income and household size is accepted as qualifying the customer to participate in the LIEADP program.*

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**C12. LOW INCOME ENERGY AFFORDABILITY DEMONSTRATION PROJECT (CONTD)**

*Eligible low income customer means a residential utility customer whose household income does not exceed two hundred percent (200%) of the federal poverty guidelines as published by the United States Department of Health and Human Services. A customer will be considered to meet the income eligibility requirement if either (a) the customer's household income for the three months prior to enrollment, if annualized, is two hundred percent or less than the federal poverty guideline for the corresponding household size, or (b) the customer's actual household income for the twelve months prior to enrollment is two hundred percent or less than the federal poverty guideline for the corresponding household size. Additionally, to be an eligible low income customer, the customer must be in arrears and those arrearages must not have accrued as a result of the theft or unauthorized use.*

*Energy Optimization, Energy Efficiency and Weatherization Services means those services offered by utilities or local agencies to provide energy efficiency education, programs and rebates designed to help consumers better manage their energy usage.*

*Federal poverty guidelines means the poverty guidelines updated periodically in the Federal Register by the United States Department of Health and Human Services under the authority of 42 U.S.C. 9902(2).*

*Household income means the total gross income before taxes of all household members except earned income of dependent minors under eighteen years old and any income expressly excluded under federal rules for the administration of the Low Income Home Energy Assistance Program (LIHEAP). Gross household income includes, but is not limited to, wages, interest, dividends, annuities, and pensions.*

*Local agency means a community action agency or other local service provider that assists with the administration of low-income customer assistance programs at the local level.*

*Low Income Energy Affordability Demonstration Project or LIEADP means the pilot demonstration project designed to address energy affordability within Michigan's low-income residential customer class funded by a Low Income Energy Efficiency Grant awarded by the Commission.*

*Monthly LIEADP installment amount means for each LIEADP customer, the amount of such customer's household income to be paid each month for natural gas service.*

*On-time payment means, for purposes of the LIEADP, a LIEADP installment received by the utility prior to the date that the next bill for natural gas service is issued.*

*Unauthorized use of a utility service means theft, fraud, interference, or diversion of service, including but not limited to meter tampering (any act which affects the proper registration of service through a meter), by-passing (unmetered service that flows through a device connected between a service line and customer-owned facilities), and service restoration by anyone other than the utility or its representative.*

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**C12. LOW INCOME ENERGY AFFORDABILITY DEMONSTRATION PROJECT (CONTD)**

- (B) *Participation in the Low-Income Energy Affordability Demonstration Project program will be limited to 3,000 eligible low income customers. Customers will be selected to participate based under the provisions of the Low Income Energy Affordability Demonstration Project approved by the Commission.*
- (C) *The LIEADP project term will commence the day after Michigan Public Service Commission approval of the LIEADP tariff and will terminate the earlier of December 31, 2012 or the date the LIEADP grant funds are exhausted. LIEADP customers will be notified if termination occurs prior to December 31, 2012.*
- (D) *Customers will be required to document personal identification, household income and household size to demonstrate eligibility for participation in the LIEADP. The date of verification will establish the LIEADP verification date. To continue participation in the LIEADP for the entire LIEADP project term, LIEADP customers will be required to document income on an annual basis by the LIEADP annual reverification date.*
- (E) *Customers eligible to participate under the Winter Protection Plan, Rule B2, Consumer Standards and Billing Practices for Electric and Gas Residential Service, Part 9, will be required to waive their rights to participate under the Winter Protection Plan in order to participate in the Low-Income Energy Affordability Demonstration Project program.*
- (F) *Customer payment for participating eligible low income customers will be based on household income compared with Federal poverty guidelines with a minimum payment requirement of \$15 per month.*

(1) *LIEADP payments will be based on the following:*

<u>Federal poverty guidelines</u>	<u>Percentage of Income Payment</u>
0% – 100%	<i>The greater of 2% of household income paid in 12 equal monthly payments or a minimum payment of \$15 per month</i>
101% - 150%	<i>The greater of 3% of household income paid in 12 equal monthly payments or a minimum payment of \$15 per month</i>
151% - 200%	<i>Current annual bill amount paid in 12 equal monthly payments</i>

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**C12. LOW INCOME ENERGY AFFORDABILITY DEMONSTRATION PROJECT (CONTD)**

- (2) *LIEADP customers shall be required to remit their monthly LIEADP installment amounts directly to the utility each month. Utilities shall not charge late payment fees to any LIEADP customer as long as such customer continues to be an active LIEADP customer.*
- (G) *Customers participating in the LIEADP will not accrue an arrearage balance for the current bill balance for each month that the LIEADP customer pays the full monthly LIEADP installment amount.*
- (H) *For each month that the customer pays the full monthly LIEADP installment amount, the current bill balance will be offset by a payment from the LIEADP grant funds provided by a local agency.*
- (I) *To promote energy efficient usage, continued participation in the LIEADP for customers exceeding 115% of historical weather normalized consumption on an annualized basis is at the discretion of the local agency or utility. Historical weather normalized consumption is based on the twelve months of consumption prior to acceptance in the LIEADP.*
- (J) *Customers participating in the LIEADP will receive an arrearage credit equal to historical arrearages at the time of acceptance in the LIEADP program.*
- (K) *Any customer enrolling in the LIEADP program shall also apply to participate in any other energy assistance program for which such customer may be eligible. If a customer is determined to be eligible for energy assistance through other programs, then as a condition of continuing eligibility for the LIEADP program, such customer shall actively participate in any such energy assistance programs that do not require payment from the customer as a condition for participation. Any funds received from these programs will be applied against the customer's bill balance, but will not reduce the LIEADP monthly installment payment.*
- (L) *Any LIEADP customer who is the owner of a residence for which energy optimization, energy efficiency and weatherization services are offered through the LIEADP program shall be required to accept such services as a condition for continuing eligibility for the LIEADP program. If a LIEADP customer resides in a rental property and energy optimization, energy efficiency or weatherization services are offered through the LIEADP for such rental property, such LIEADP customer shall be required to accept such services as a condition for continuing eligibility for the LIEADP program unless the residence owner refuses consent for energy efficiency and weatherization services. A LIEADP customer shall not be required to accept energy optimization, energy efficiency and weatherization services that require payment by the customer. The obligation of a LIEADP customer to accept energy optimization, energy efficiency and weatherization services as provided in this program shall continue as long as the LIEADP customer continues to participate in the LIEADP program.*

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**C12. LOW INCOME ENERGY AFFORDABILITY DEMONSTRATION PROJECT (CONTD)**

- (M) *The utility, a local agency, or other agent or contractor, may (but shall not be required to) send reminders to LIEADP customers in advance of bill due dates to make on-time payments. Payment reminders may be given by telephone, mail, electronic mail or any other communications method.*
- (N) *Customers must make themselves available to discuss utility bills, consumption behavior, and provide program feedback to the utility or local agency to remain eligible for the LIEADP program.*
- (O) *Any LIEADP customer who is offered through the LIEADP program consumer education programs shall be required to accept such services as a condition for continuing eligibility for the LIEADP program. These programs will be made available to customers at their local agencies, readily accessible in their local communities, or offered locally by their natural gas utility.*
- (P) *Eligibility following account default or disconnection by a utility.*
- (I) *Account default.*
- (a) *If a LIEADP customer fails to pay monthly LIEADP installment amounts and such non-payment causes the customer's natural gas service to be subject to disconnection by the utility for non-payment or actually disconnected by the utility for non-payment, it shall be the responsibility of the LIEADP customer to avoid disconnection by paying the LIEADP installment minimum amount due or to have service reconnected as provided by the Commission in Rule B2, Consumer Standards and Billing Practices for Electric and Gas Residential Service, Part 8, Restoration of service (R 460.144). For purposes of this program, the minimum amount to avoid disconnection or to reconnect includes any past due monthly LIEADP installment amounts and other charges the utility is permitted to collect from a customer to avoid disconnection or to reconnect utility service under the Commission's rules. A customer will cease to be an active LIEADP customer if a utility disconnects service to such LIEADP customer for non-payment and utility service remains disconnected for two billing months. A LIEADP customer who has ceased to be an active LIEADP customer as a result of disconnection for non-payment shall be ineligible to participate in the LIEADP program until such customer pays any delinquent amounts including any past due monthly LIEADP installment amounts, and other charges the utility is permitted to impose to reconnect service as provided in R 460.144 (or any successor rule of substantially the same effect). The requirement for a customer to pay delinquent amounts and reconnect charges is a condition to re-enroll in the LIEADP program.*

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Issued under authority of the  
Michigan Public Service Commission  
Dated September 14, 2010  
In Case No. U-13129

(Continued from [Sheet No. C-59.00](#))

**C12. LOW INCOME ENERGY AFFORDABILITY DEMONSTRATION PROJECT (CONTD)**

(b) *Upon the second account default, the LIEADP customer's participation in the LIEADP program will be suspended for failure to comply with program requirements and such customer will cease to be an active LIEADP customer. The utility will issue a written notice to the affected customer, and the customer will have thirty days after the date of the notice to pay past due monthly LIEADP installment amounts and any other charges the utility is permitted to impose to reconnect service as provided in R 460.133 (or any successor rule of substantially the same effect) if the service has been disconnected. If past due monthly LIEADP installment amounts and any permitted reconnect charges are not paid within thirty days of the date of the notice, the customer will be terminated from the LIEADP program. A LIEADP customer who has been terminated from the LIEADP program will no longer be eligible for participation in the LIEADP program during the LIEADP project term. Upon a third account default, the customer's participation in the LIEADP program will terminate for failure to comply with program requirements and the customer will be ineligible for further participation in the LIEADP program during the LIEADP project term. Upon the third account default, the utility will issue a written termination notice to the affected customer.*

(2) *Disconnection for unauthorized use of utility service.*

*If a utility disconnects service to the residence of a LIEADP customer as permitted by Commission rules due to unauthorized use of utility service, the customer shall cease to be eligible to participate in the LIEADP program during the LIEADP project term. No charges for utility service accrued during any period that the customer is ineligible to participate in the LIEADP program, including costs associated with disconnection for unauthorized use of utility service, shall be charged to or paid from the LIEADP Grant funds. This provision is not intended and should not be interpreted as creating new or different standards or procedures for utility response to unauthorized use of utility service or in any determination that unauthorized use of utility service has occurred. This provision addresses only the effect of unauthorized use of utility service, as those acts may be defined by Commission rules, on eligibility to participate in the LIEADP program and reflects that households that participate in unauthorized use of utility service should not benefit from low income assistance made available through the LIEADP program.*

(Q) *In the event that there is an allegation of fraudulent enrollment regarding a LIEADP customer, the local agency and/or the utility will investigate such allegation. In the event the local agency and/or the utility finds that a LIEADP customer is enrolled in the LIEADP program or continues to participate in the LIEADP program as a result of fraud or deception by the customer or any consumer who is a member of the customer's household, such customer's enrollment in the LIEADP program will be terminated with immediate effect, the customer will be required to make restitution of all payments made from the LIEADP Grant Fund for the benefit of such customer during the period the customer was fraudulently enrolled in the LIEADP program, and the arrearage credits received by such customer during the period the customer was fraudulently enrolled in the LIEADP program will be reversed. In addition, any such customer found to have fraudulently enrolled in the LIEADP program shall be ineligible to participate in the LIEADP program for the remainder of the LIEADP project term.*

Issued June 21, 2010  
D. G. Brudzynski  
Vice President  
Regulatory Affairs  
  
Detroit, Michigan



Effective for service rendered on  
and after June 4, 2010

Issued under authority of the  
Michigan Public Service Commission  
Dated June 3, 2010  
In Case No. U-15985

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**SECTION D**  
**RATE SCHEDULES**

**D1. GENERAL TERMS AND CONDITIONS OF THE RATE SCHEDULES**

**D1.1 Special Taxes**

- A. In municipalities which levy special taxes, license fees, or street rentals against the Company, and which levy has been successfully maintained, the standard of rates shall be increased within the limits of such municipalities so as to offset such special charges and thereby prevent the customers in other localities from being compelled to share any portion of such local increase.
- B. Bills shall be increased to offset any new or increased specific tax or excise imposed by any governmental authority upon the Company's production, transmission or sale of gas.

**D1.2 Rules Applicable**

Service under all Rate Schedules shall be subject to the Rules and Regulations of the Company.

**D1.3 Controlled Service**

All Rates are subject to all provisions contained in Rule C2, Controlled Service, of the Rules and Regulations of the Company which are applicable to priority of service hereunder.

**D1.4 Territory Served**

All Rates apply in the territory served by the Company, comprising the cities, villages and townships in All Districts as stated in the applicable Rules and Regulations of the Company.

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Issued February 11, 2008  
D. G. Brudzynski  
Vice President  
Regulatory Affairs  
  
Detroit, Michigan



Effective for service rendered on  
and after October 10, 2007

Issued under authority of the  
Michigan Public Service Commission  
Dated October 9, 2007  
In Case No. U-15152

**D2. SURCHARGES**

	<b>Rate Schedule No.</b>	<b>Energy Optimization Surcharge \$/Ccf</b>	<b>U-16877 RDM (Credit)/ Surcharge \$/Ccf</b>	<b>2011 UETM (Credit)/ Surcharge \$/Ccf</b>
A	Residential	\$0.01842	\$0.01190	(\$0.00409)
AS	Low Income Senior Citizens	\$0.01842	\$0.01832	(\$0.00409)
2A	Multifamily Dwelling Class I	\$0.01426	(\$0.06957)	(\$0.00439)
2A	Multifamily Dwelling Class II	\$0.01426	(\$0.00238)	(\$0.00236)
GS-1	Non-Residential General Service	\$0.01426	\$0.01971	(\$0.00617)
GS-2	Large Volume			
	<100,000 Mcf	\$0.01426		(\$0.00538)
	>100,000 Mcf	\$0.00102		(\$0.00538)
S	School	\$0.01426	\$0.01661	(\$0.01154)
ST	Small Volume Transportation	\$0.00102		(\$0.00098)
LT	Large Volume Transportation	\$0.00102		\$0.00042
XLT	Extra Large Volume Transportation	\$0.00102		\$0.00281
XXLT	Double Extra Large Volume Transportation	\$0.00102		(\$0.00344)
	EUT Exploratory Program	\$0.00036		

In addition to the above surcharges, Rate Schedules A, AS, 2A, GS-1, GS-2, and S are subject to Rule C7, Gas Cost Recovery, and may be subject to Rule C8, Customer Attachment Program.

The Energy Optimization Surcharge is implemented on a “bills rendered” basis. The surcharge is effective for bills rendered beginning with the billing cycle following January 1, 2013 and effective for a twelve month period ending December 31, 2013.

The Revenue Decoupling Mechanism (RDM) (Credit)/Surcharge, approved in Case No. U-16877, is implemented on a “bills rendered” basis. The RDM (Credit)/Surcharge is effective for one year for bills rendered on and after August 2012. The RDM (Credit)/Surcharge will expire with bills rendered after July 2013.

The 2011 Uncollectible Expense True-up Mechanism (UETM) (Credit)/Surcharge, approved in Case No. U-16993, is implemented on a “service rendered” basis. The 2011 UETM (Credit)/Surcharge is effective for a twelve month period beginning with service rendered on and after November 1, 2012.

Issued January 17, 2013  
 N.A. Khouri  
 Vice President  
 Regulatory Affairs  
 Detroit, Michigan



Effective for service rendered  
 on and after February 1, 2013

Issued under authority of the  
 Michigan Public Service Commission  
 Dated May 24, 2012  
 In Case No. U-16447

**D3. GAS COST RECOVERY FACTORS**

The listed monthly gas cost recovery factors are authorized pursuant to the Gas Cost Recovery Clause, Rule C7.

<u>Month</u>	<u>Maximum Allowable GCR Factor \$/Ccf</u>	<u>Actual Factor Billed \$/Ccf</u>
March, 2011	\$0.70600	\$0.59200
April, 2011	\$0.58900	\$0.58000
May, 2011	\$0.58900	\$0.58900
June, 2011	\$0.58900	\$0.57500
July, 2011	\$0.58900	\$0.57500
August, 2011	\$0.58900	\$0.57500
September, 2011	\$0.58900	\$0.57500
October, 2011	\$0.58900	\$0.57500
November, 2011	\$0.58900	\$0.57500
December, 2011	\$0.58900	\$0.53500
January, 2012	\$0.58900	\$0.51400
February, 2012	\$0.58900	\$0.50300
March, 2012	\$0.58900	\$0.50300
April, 2012	\$0.51800	\$0.51800
May, 2012	\$0.51800	\$0.51800
June, 2012	\$0.51800	\$0.51800
July, 2012	\$0.51800	\$0.51800
August, 2012	\$0.51800	\$0.51800
September, 2012	\$0.51800	\$0.51800
October, 2012	\$0.51800	\$0.51800
November, 2012	\$0.51800	\$0.51800
December, 2012	\$0.51800	\$0.51800
January, 2013	\$0.51800	\$0.47900
February, 2013	\$0.51800	<b>\$0.47200</b>
March, 2013	\$0.51800	

The Company will file a revised [Sheet No. D-3.00](#) monthly or as necessary to reflect the factor to be billed the following month.

Issued January 17, 2013  
N. A. Khouri  
Vice President  
Regulatory Affairs  
  
Detroit, Michigan



Effective for bills rendered on  
and after the first billing cycle of  
the April 2012 billing month through  
the last billing cycle of March 2013

Issued the under authority of  
1982 PA 304 Section 6h and the  
Michigan Public Service Commission for  
Self Implementation in Case No. U-16921

#### D4. MONTHLY GCR FACTOR CEILING PRICE ADJUSTMENT (CONTINGENCY) MECHANISM

*The Maximum Allowable GCR factors listed on [Sheet No. D-3.00](#) may be increased on a monthly basis, for the remaining months of the April 2012 through March 2013 GCR Plan year, contingent upon the NYMEX futures prices for natural gas increasing to a level above the level incorporated into the calculation of the GCR factor ceiling prices. Contingent factors are applied symmetrically. If the NYMEX Change, as defined below, is negative, the factors on Sheet D-5.00 are subtracted from the current GCR factor and if the NYMEX change is positive, they are added to the current GCR factor. However, the application of the contingent factors will never reduce the Maximum Allowable GCR factor below the base GCR factor of \$5.18 per Mcf, even if the current GCR factor is \$5.18 per Mcf and the NYMEX Change is negative.*

*NYMEX Change =  $X_n$  less  $X_{n-1}$*

*$X_n$  = The simple average of the actual NYMEX monthly natural gas futures contract settlement prices, (\$/MMBtu) for January 2012 through December 2013 averaged over the first five trading days of the month prior to implementation. Closing prices may be used for months that are no longer trading on NYMEX.*

*$X_{n-1}$  = The simple average of the actual NYMEX monthly natural gas futures contract settlement prices, (\$/MMBtu) for January 2012 through December 2013 used to determine the most recent maximum GCR factor. Closing prices may be used for months that are no longer trading on NYMEX. For the first month's contingent factor, the filed Plan NYMEX is  $X_{n-1}$ .*

*By the fifteenth of each month, the Company shall file with the Michigan Public Service Commission an updated [Sheet No. D-3.00](#). A filing must be made regardless of whether it increases or decreases the maximum allowable GCR factor. The maximum allowable GCR factor will not be lowered below the base GCR factor of \$5.18 per Mcf. The informational filing shall include all supporting documents necessary to verify the new price ceiling, including the calculation of the weighted five-day average of the NYMEX strip for the remaining months of the GCR period and a copy of the published NYMEX futures price sheets for the first five trading days of the month, such sheet being an authoritative source used by the gas industry. The filing shall be incorporated into the GCR Plan docket, Case No. U-16921, with notice provided to all intervenors.*

(Continued on [Sheet No. D-5.00](#))

Issued March 30, 2012  
D. G. Brudzynski  
Vice President  
Regulatory Affairs  
  
Detroit, Michigan



Effective for bills rendered on  
and after the first billing cycle of  
the April 2012 billing month through  
the last billing cycle of March 2013

Issued under the authority of  
1982 PA 304 Section 6h and the  
Michigan Public Service Commission for  
Self Implementation in Case No. U-16921

(Continued from [Sheet No. D-4.00](#))

**D4. QUARTERLY GCR FACTOR CEILING PRICE ADJUSTMENT (CONTINGENCY) MECHANISM (CONTD)**

The following Contingent Gas Cost Recovery Factors are authorized for the April 2012 through March 2013 GCR plan period:

		<b>April '12 - March '13</b>
<b>Fractional Mult. Fm</b>		0.375
<b>Base GCR Factor</b>		<b>5.18</b>
<b>NYMEX Increases</b>		<b>Incremental Contingent GCR Factor \$/Mcf</b>
\$0.00	\$0.10	\$0.000
\$0.10	\$0.20	\$0.04
\$0.20	\$0.30	\$0.08
\$0.30	\$0.40	\$0.11
\$0.40	\$0.50	\$0.15
\$0.50	\$0.60	\$0.19
\$0.60	\$0.70	\$0.23
\$0.70	\$0.80	\$0.26
\$0.80	\$0.90	\$0.30
\$0.90	\$1.00	\$0.34
\$1.00	\$1.10	\$0.38
\$1.10	\$1.20	\$0.41
\$1.20	\$1.30	\$0.45
\$1.30	\$1.40	\$0.49
\$1.40	\$1.50	\$0.53

		<b>April '12 - March '13</b>
<b>Fractional Mult. Fm</b>		0.375
<b>Base GCR Factor</b>		<b>5.18</b>
<b>NYMEX Increases</b>		<b>Incremental Contingent GCR Factor \$/Mcf</b>
\$1.50	\$1.60	\$0.56
\$1.60	\$1.70	\$0.60
\$1.70	\$1.80	\$0.64
\$1.80	\$1.90	\$0.68
\$1.90	\$2.00	\$0.71
\$2.00	\$2.10	\$0.75
\$2.10	\$2.20	\$0.79
\$2.20	\$2.30	\$0.83
\$2.30	\$2.40	\$0.86
\$2.40	\$2.50	\$0.90
\$2.50	\$2.60	\$0.94
\$2.60	\$2.70	\$0.98
\$2.70	\$2.80	\$1.01
\$2.80	\$2.90	\$1.05
\$2.90	\$3.00	\$1.09
\$3.00		\$1.13

Issued March 30, 2012  
 D. G. Brudzynski  
 Vice President  
 Regulatory Affairs  
  
 Detroit, Michigan



Effective for bills rendered on  
 and after the first billing cycle of  
 the April 2012 billing month through  
 the last billing cycle of March 2013

Issued under the authority of  
 1982 PA 304 Section 6h and the  
 Michigan Public Service Commission for  
 Self Implementation in Case No. U-16921

*These sheets have been cancelled and  
are reserved for future use.*

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Issued October 19, 2010  
D. G. Brudzynski  
Vice President  
Regulatory Affairs  
  
Detroit, Michigan



Effective for bills rendered on  
and after the first billing cycle of  
the April 2010 billing month through  
the last billing cycle of March 2011

Issued the under authority of the Michigan Public  
Service Commission dated September 28, 2010  
In Case No. U-16146

**D5. RESIDENTIAL SERVICE RATE A**

**Character of Service**

**Who May Take Service**

Subject to limitations and restrictions contained in orders of the Commission in effect from time to time and in the Rules and Regulations of the Company, service is available under this Rate Schedule to any residential customer for residential service as hereinafter defined. As used in this Rate Schedule “residential service” means service to any residential customer for any purpose, including space heating, by individual meter in a single family dwelling or building; or in an individual flat or apartment, or to not over four households served by a single meter (one customer) in a multifamily dwelling, or portion thereof. Residential premises also used regularly for professional or business purposes (such as doctor’s office in a home, or where a small store is integral with the living space) are considered as residential where the residential use is half or more of the total gas volume; otherwise, these will be provided service under General Service Rate GS-1.

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

**Hours of Service**

Twenty-four hours per day.

**Rate**

Customer Charge:	\$10.50 per Meter per month, plus
Distribution Charge:	<del>\$0.24942</del> per 100 cubic feet
Gas Cost Recovery Charge:	As set forth on Sheet No. D-3.00

(Continued on Sheet No. D-10.00)

Issued January 16, 2013  
N. A. Khouri  
Vice President  
Regulatory Affairs  
  
Detroit, Michigan



Effective for service rendered on  
and after January 1, 2013  
  
Issued under authority of the  
Michigan Public Service Commission  
Dated December 20, 2012  
In Case No. U-16999

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(Continued from Sheet No. D-9.00)

**D5. RESIDENTIAL SERVICE RATE A (Contd.)**

**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, verified by confirmation of an authorized State or Federal agency, a credit shall be applied during all billing months.

The monthly credit for the residential Income Assistance Service Provision shall be applied as follows:

Income Assistance Credit: **\$(10.50)** per customer per month

**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 No. D-2.00.

**Late Payment Charge and Due Date**

A late payment charge of 2% of the bill, net of taxes, not compounded, may be added to any bill which is delinquent. The due date shall be 21 days following the date the bill was sent. A late payment charge will not be assessed against Customers participating in the Winter Protection Plan.

**Gas Cost Recovery**

This rate is subject to adjustments for fluctuations in the cost of gas as stated in Rule C7 of the applicable Rules and Regulations of Company.

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Issued January 16, 2013  
N. A. Khouri  
Vice President  
Regulatory Affairs  
  
Detroit, Michigan



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Effective for service rendered on  
and after January 1, 2013  
  
Issued under authority of the  
Michigan Public Service Commission  
Dated December 20, 2012  
In Case No. U-16999

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**D6. LOW INCOME SENIOR CITIZEN SERVICE RATE AS**

**Character of Service**

**Who May Take Service**

Subject to limitations and restrictions contained in orders of the Commission in effect from time to time and in the Rules and Regulations of Company, service is available under this Rate Schedule to residential Customers for residential service as hereinafter defined. As used in this Rate Schedule “residential service” means service to qualified residential Customers for domestic and spaceheating purposes, provided that such consumer’s premises are heated solely by gas, by individually metered single-family dwelling or building; or in an individual flat or apartment, served by a single meter (one Customer) in a multifamily dwelling.

To qualify for this Rate, Customer must be 62 years of age or older and have a household income that does not exceed 125% of the federal income poverty level. Upon request of Company, a Customer shall provide information sufficient for Company to verify that Customer is qualified for new or continued service under this Rate. The Rate is not available for an alternate or seasonal home.

Customers qualifying for this Rate shall not be subject to discontinuation of gas service during the spaceheating season (November 1 through March 31).

Customers previously taking service under Rate Schedule 3 as of January 1, 2004 shall be qualified for Rate Schedule AS, and the maximum income requirement shall be waived for such Customers.

For purposes of rate application “residential usage” shall be usage consumed within an individual household, or reasonably appurtenant and related to, and normally with such a household, for such applications as spaceheating, cooking, water heating, refrigeration, clothes drying, incineration and other similar household applications. “Residential usage” does not include usage for lighting, air conditioning or swimming pool heating.

**Rate**

Customer Charge:	\$10.50 per Meter per month, plus
Distribution Charge:	<b><i>\$0.24942</i></b> per 100 cubic feet
Gas Cost Recovery Charge:	As set forth on Sheet No. D-3.00.

(Continued on Sheet No. D-12.00)

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Issued January 16, 2013  
N. A. Khouri  
Vice President  
Regulatory Affairs  
  
Detroit, Michigan



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Effective for service rendered on  
and after January 1, 2013  
  
Issued under authority of the  
Michigan Public Service Commission  
Dated December 20, 2012  
In Case No. U-16999

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(Continued from Sheet No. D-11.00)

**D6. LOW INCOME SENIOR CITIZEN SERVICE RATE AS (Contd.)**

**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, verified by confirmation of an authorized State or Federal agency, a credit shall be applied during all billing months.

The monthly credit for the residential Income Assistance Service Provision shall be applied as follows:

Income Assistance Credit: **\$(10.50)** per customer per month

**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 No. D-2.00.

**Late Payment Charge and Due Date**

The due date shall be 21 days following the date the bill was sent. A late payment charge will not be assessed against Customers served under this Rate.

**Gas Cost Recovery**

This rate is subject to adjustments for fluctuations in the cost of gas as stated in Rule C7 of the applicable Rules and Regulations of Company.

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Issued January 16, 2013  
N. A. Khouri  
Vice President  
Regulatory Affairs  
  
Detroit, Michigan



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Effective for service rendered on  
and after January 1, 2013  
  
Issued under authority of the  
Michigan Public Service Commission  
Dated December 20, 2012  
In Case No. U-16999

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**D7. MULTIFAMILY DWELLING SERVICE RATE 2A**

**Character of Service**

**Who May Take Service**

Subject to limitations and restrictions contained in orders of the Commission in effect from time to time and in the Rules and Regulations of Company, service is available under this Rate Schedule to any of Company's existing **multifamily** dwelling Customers as of September 29, 1978, for any centrally metered installations containing individual households for residential service. This Rate is not available for commercial or industrial service.

**Definitions**

As used in this Rate Schedule, "residential service" means service to any multifamily dwelling Customer for purposes of spaceheating and other domestic uses. For the purposes of this Rate Schedule, a multifamily dwelling includes such living facilities as for example, cooperatives, condominiums and apartments; provided, however, in order to qualify for this service, each household within such multifamily dwelling must have the normal household facilities such as bathroom, individual cooking and kitchen sink. A "multifamily 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; these facilities will be provided service under General Service Rate GS-1.

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

(Continued on Sheet No. D-14.00)

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Issued January 16, 2013  
N. A. Khouri  
Vice President  
Regulatory Affairs  
  
Detroit, Michigan



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Effective for service rendered on  
and after January 1, 2013  
  
Issued under authority of the  
Michigan Public Service Commission  
Dated December 20, 2012  
In Case No. U-16999

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(Continued from Sheet No. D-13.00)

**D7. MULTIFAMILY DWELLING SERVICE RATE 2A (Contd.)**

**Rate**

Customer Charge (One of the following charges per Customer per month will be applied).

Meter Class I:	\$10.50 per Meter per month
Meter Class II:	<b>\$26.20</b> per <i>Meter</i> per month
Distribution Charge:	<b>\$0.24942</b> per 100 cubic feet
Gas Cost Recovery Charge:	As set forth on Sheet No. D-3.00

**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 No. D-2.00.

**Late Payment Charge and Due Date**

A late payment charge of 2% of the bill, net of taxes, not compounded, may be added to any bill which is delinquent. The due date shall be 21 days following the date the bill was sent.

**Gas Cost Recovery**

This rate is subject to adjustments for fluctuations in the cost of gas as stated in Rule C7 of the applicable Rules and Regulations of Company.

(Continued on Sheet No. D-15.00)

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Issued January 16, 2013  
N. A. Khouri  
Vice President  
Regulatory Affairs  
  
Detroit, Michigan



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Effective for service rendered on  
and after January 1, 2013  
  
Issued under authority of the  
Michigan Public Service Commission  
Dated December 20, 2012  
In Case No. U-16999

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(Continued from Sheet No. D-14.00)

**D7. MULTIFAMILY DWELLING SERVICE RATE 2A (Contd.)**

**Standby Service**

- A. Definition: “Standby Service” means that gas service provided by Company whereby gas systems maintained by Company (including, but not limited to, unauthorized gas, pipes, regulation, and metering) are available for immediate no-notice use for the delivery and/or sourcing of natural gas to Customer’s energy systems relied upon for: (1) emergency, (2) contingency, (3) supplemental energy, (4) reserve energy, (5) displacing the primary fuel source, or (6) operating a limited number of hours annually.
- B. **Standby Charge:** Customer taking Standby Service for a facility or equipment shall pay a monthly charge equal to ***\$0.065 per cubic foot, or \$65.00 per MMBtu***, for each ***cubic foot***, or MMBtu, of nameplate rating of the facility or equipment taking ***Standby Service***.

**Customer Contract**

Applications for Gas Service shall be in writing upon application forms to be supplied by Company. Existing Customers who wish to connect space heating equipment must make written application for such service on forms to be provided by Company.

(Continued on Sheet No. D-16.00)

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Issued January 16, 2013  
N. A. Khouri  
Vice President  
Regulatory Affairs  
  
Detroit, Michigan



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Effective for service rendered on  
and after January 1, 2013  
  
Issued under authority of the  
Michigan Public Service Commission  
Dated December 20, 2012  
In Case No. U-16999

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(Continued from Sheet No. D-15.00)

**D7. MULTIFAMILY DWELLING SERVICE RATE 2A (Contd)**

**Meter Classification**

For application of the Monthly Customer Charge in this Rate, Company's gas meters are designated in one of the following classifications:

- Meter Class I: Meters with a rating of 400 Cubic Feet per Hour (Cfh) or less:
- Meter Class II: Meters with a rating in excess of 400 Cubic Feet per Hour (Cfu)

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Issued January 16, 2013  
N. A. Khouri  
Vice President  
Regulatory Affairs  
  
Detroit, Michigan



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Effective for service rendered on  
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Michigan Public Service Commission  
Dated December 20, 2012  
In Case No. U-16999

**D8. GENERAL SERVICE RATE GS-1 AND GS-2**

**Availability**

Subject to limitations and restrictions contained in orders of the Commission in effect from time to time and in the Rules and Regulations of Company, service is available under this Rate Schedule to any non-residential Customer, for any purpose.

**Rates and Charges**

<u>Service Category</u>	<u>Customer Charge per Month</u>	<u>Distribution Charge</u>
GS-1	\$26.20 per meter	\$0.24821 per 100 cubic feet
GS-2	\$590.00 per Customer	\$0.19995 per 100 cubic feet

Customer Charge for GS-2 is “per meter or Contiguous Facility.”

Optional Remote Meter Charge      \$25.00 per Meter per Month

Customers may choose the Service Category under which they take service, consistent with the provisions of Rules C4.1, Classes of Service, C4.2, Choice of Rates and C4.3, Gas Not to be Submetered for Resale. When a Customer is selecting its initial Service Category, Company must advise them that the economic break even point between GS-1 and GS-2 is approximately 14,000 Mcf per year. After the initial selection is made, then it is 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-3.00. The rate is subject to adjustments for fluctuations in the cost of gas as stated in Rule C7 of the applicable Rules and Regulations of Company.

**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 No. D-2.00.

**Late Payment Charge and Due Date**

A late payment charge of 2% of the bill, net of taxes, not compounded, may be added to any bill which is not paid on or before 21 calendar days from the date of mailing.

(Continued on Sheet No. D-18.00)

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In Case No. U-16999

(Continued from Sheet No. D-17.00)

**D8. GENERAL SERVICE RATE GS-1 AND GS-2 (Contd.)**

**Standby Service**

- A. Definition: “Standby Service” means that gas service provided by Company whereby gas systems maintained by Company (including, but not limited to, unauthorized gas, pipes, regulation, and metering) are available for immediate no-notice use for the delivery and/or sourcing of natural gas to Customer’s energy systems relied upon for: (1) emergency, (2) contingency, (3) supplemental energy, (4) reserve energy, (5) displacing the primary fuel source, or (6) operating a limited number of hours annually.
- B. **Standby Charge:** Customer taking Standby Service for a facility or equipment shall pay a monthly charge equal to ***\$0.065 per cubic foot, or \$65 per MMBtu***, for each ***cubic foot***, or MMBtu, of nameplate rating of the facility or equipment taking Standby Service.

**Metering Requirements**

All eligible Rate GS-1 and GS-2 Customers electing the Optional Remote Metering service shall provide, at no expense to Company, a dedicated telecommunication line(s) for metering purposes, to a location specified by Company.

Customer shall be responsible for (i) ensuring that the communication links allow access to the meter data by Company and are compatible with Company’s metering and billing systems, and (ii) all associated costs relating to the communication links including other accompanying equipment and monthly fees. Company shall own and maintain the actual metering equipment and modem.

**Customer Contract**

Applications for Gas Service shall be in writing upon application forms to be supplied by Company. In addition to such application, Customer taking service under General Service Rate GS-2 is required to sign a Large Volume Contract, limited as to time, which must be approved and executed by the President or a Vice President of Company, or a designated representative, before it shall be binding upon Company.

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**D9. SCHOOL SERVICE RATE S**

**Character of Service**

**Who May Take Service**

Subject to limitations and restrictions contained in orders of the Commission in effect from time to time and in the Rules and Regulations of Company, service is available under this Rate Schedule to each individual school which shall make application for service and which shall by contract in writing agree that the gas supplied hereunder shall, during the term of such contract, be used only in the following buildings:

- A. Buildings on property exempt from taxation under the laws of the State of Michigan which are located on the same site and used for school purposes to impart instruction to children, grades kindergarten through twelve, when provided by any public, private, denominational or parochial school, including all adjacent and appurtenant buildings owned by the same Customer which are located on the same site and which constitute an integral part of such school facilities.
- B. Buildings on property exempt from taxation under the laws of the State of Michigan which are located on the same campus and used to impart instruction provided by colleges and universities when being operated under the laws of said State, including all adjacent and appurtenant buildings owned by the same Customer which are located on the same campus and which constitute an integral part of such college or university facilities.

**Rate**

Customer Charge:	\$200.00 per Customer per month, plus
Distribution Charge:	<b><i>\$0.15968</i></b> per 100 cubic feet
Gas Cost Recovery Charge:	As set forth on Sheet No. D-3.00

Customer Charge is “per meter or Contiguous Facility.”

Optional Remote Meter Charge	\$25.00 per Meter per Month
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**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 No. D-2.00.

**Late Payment Charge and Due Date**

A late payment charge of 2% of the bill, net of taxes, not compounded, may be added to any bill which is not paid on or before 21 calendar days from the date of mailing.

(Continued on Sheet No. D-20.00)

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**Standard Contract Rider No. 1**

**Pilot BioGreenGas Program**

**Availability:**

Participation in the pilot BioGreenGas program is voluntary. Rider No. 1 is available on a first come first served basis to GCR customers taking service under Rates A or AS. Customers who elect Rider No 1. (will pay a monthly premium to promote the consumption of landfill gas that might otherwise be vented into the atmosphere. This program's enrollment will be capped at 2,000 customers at any one time. Participation in this pilot will be available for a period of up to twenty-four months from the effective date of this sheet. Customers must make an active election to participate in Rider No. 1. Individual Rider No. 1 customers will be able to terminate their participation at any time, effective with their next customer bill if notification is made more than fifteen days prior to the beginning of the next month.

**Rate:**

Rider Surcharge: \$2.50 per Customer per month

**Minimum Term:**

The minimum term available to residential customers is one complete billing month extending thereafter from month to month until terminated by the customer or termination of the BioGreenGas program, whichever occurs earlier.

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*Applicable for End-Use Transportation Service*

**SECTION E - PART I**  
**END-USE TRANSPORTATION SERVICE**  
**GAS TRANSPORTATION STANDARDS AND BILLING PRACTICES**

**E1. GENERAL PROVISIONS AND DEFINITIONS**

**E1.1 Definitions**

**Annual Contract Quantity or ACQ** means the maximum quantity of natural gas Customer is entitled to nominate for transportation and that Company is obligated to transport for Customer, subject to the terms and conditions of this Rate Book, during a term consisting of the lesser of the contract term or one year. For Transportation Service Rates ST, LT, XLT and XXL, refer to the ACQ definition in Section *E14*.

**Business Day** is Monday through Friday, excluding Company holidays.

**Contract** is the agreement between Company and Customers for the provision of transportation or storage services under Company's Rate Schedule. For purposes of clarity, the agreement between Company and Customer may also be referred to as a Transportation Contract or *Transportation Agreement*.

**Contract Year** is defined within each Contract.

**Customer** means the individual or business that purchases transportation or storage service from Company.

**Delivery Point(s)** are the point(s) where Company delivers gas to Customer, *Customer's Facility or Facilities*, or for Customer's account *and shall be defined in the Contract between Company and Customer*.

**Gas Day** is a period of 24 consecutive hours (23 hours when changing from Standard Time to Daylight Savings Time and 25 hours when changing back to Standard Time) beginning at 10:00 a.m. Eastern Clock Time.

**Maximum Daily Quantity or MDQ** means the maximum quantity of gas that Customer is entitled to nominate for transportation and that Company is obligated to receive from the Customer at the Receipt Point(s) for transportation, exclusive of Fuel Use and Lost and Unaccounted For Gas quantities, or that Company is obligated to deliver for the Customer at the Delivery Point(s) during a day, subject to the terms and conditions of this Rate Book. For Transportation Service Rates ST, LT, XLT and XXL, refer to the MDQ definition in Section *E14*.

**MMBtu** means one million Btu.

**MMcf** means one million cubic feet of gas at a base temperature of 60° F and a base pressure of 14.65 psia.

(Continued on Sheet No. E-2.00)

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(Continued from Sheet No. E-1.00)

*Applicable for End-Use Transportation Service*

**E1. GENERAL PROVISIONS AND DEFINITIONS (Contd.)**

**E1.1 Definitions (Contd.)**

**Month**, except as provided with respect to billing, is the period beginning at 10:00 a.m. Eastern Clock Time on the first Day of the calendar Month and ending at 10:00 a.m. Eastern Clock Time on the first Day of the next succeeding calendar Month.

**Nomination or Nominating** is a transmittal by Customer, or its designated agent, of request for receipt and/or delivery of gas for Customer's account for each Gas Day that service is desired.

**Operational Flow Order or OFO:** See Section E4.5.

**Rate Schedule** means the schedule of rates governing natural gas service as approved by the Commission.

**Receipt Point(s)** are those interconnection(s) between the facilities of Company and third parties that deliver gas to Company, for the account of Customer.

**Standby Service** means that gas service provided by Company whereby gas systems maintained by Company (including, but not limited to, unauthorized gas, pipes, regulation, and metering) are available for immediate no-notice use, *and/or as specified in the contract between the Company and Customer*, for the delivery and/or sourcing of natural gas to Customer's energy systems relied upon for: (1) emergency, (2) contingency, (3) supplemental energy, (4) reserve energy, (5) displacing the primary fuel source, or (6) operating a limited number of hours annually.

**Standby Maximum Daily Quantity or SMDQ** means the Maximum Daily Quantity of natural gas specified in the Contract between Customer and Company for Standby Service to support the operation of Customer's facility or equipment.

**Tariff or Rate Book** means Company's Rate Book for Natural Gas Service, M.P.S.C. No. 5 - Gas as modified and approved from time to time by the Commission.

**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.

**Transportation Rate Restoration Charge:** See Section E8.

**Unauthorized Gas Usage Charge:** See Section E7.

Defined terms used in Section E – **Part I** and not defined above have the meaning set forth in the applicable Rate Schedule or Contract.

(Continued on Sheet No. E-3.00)

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(Continued from Sheet No. E-2.00)

*Applicable for End-Use Transportation Service*

**E1. GENERAL PROVISIONS AND DEFINITIONS (Contd.)**

**E1.2 Application of Rules**

If at any time during the term of a Contract any of the parties, by force of any such law, order, decision, rule or regulation are ordered or required to do any act inconsistent with the provisions hereof, then for the period during which the requirements of such law, order, decision, rule or regulation are applicable, such Contract shall be deemed modified to conform with the requirement of such law, order, decision, rule or regulation.

**E1.3 Possession of Gas**

As between Company and Customer, Customer shall be deemed in exclusive control and possession of the gas transported hereunder and responsible for any loss, damage, or injury caused thereby until it is delivered to Company at the Receipt Point(s) and after it is delivered by Company at the Delivery Point(s). Company shall be deemed in exclusive control and possession of said gas and responsible for any loss, damage or injury caused thereby after it is delivered by Customer, or for Customer's account, at the Receipt Point(s) and until it is delivered by Company at the Delivery Point(s).

Customer agrees to indemnify and hold Company harmless from all suits, claims, liens, damages, costs, including court costs and attorneys' fees, losses, expenses and encumbrances of whatever nature arising from Customer's delivery of gas to Company's System and at all times when Customer is deemed in exclusive control and possession of the gas transported hereunder. Company agrees to indemnify and hold Customer harmless from all suits, claims, liens, damages, costs, including court costs and attorneys' fees, losses, expenses and encumbrances of whatever nature arising from Company's receipt and control of gas after the Receipt Point, except for those arising from Customer's delivery to Company's System of gas that fails to meet the quality specifications set forth in this Rate Book.

Except as provided in this Rate Book, title to the gas transported or stored shall not transfer to Company when it takes possession of the gas, or at any other time, unless the parties specifically agree otherwise. However, this shall not restrict Company from entering into operating arrangements that allow for the movement of gas via exchange or displacement. Title to Gas Loaned under Firm Park and Loan or Interruptible Balancing Services shall pass from Company to Customer when the gas is delivered for Customer's account to a Delivery Point and title shall pass from Customer to Company when Loaned Gas is returned by Customer to a Receipt Point; provided that, for gas flowing in international commerce, title to Loaned Gas shall be deemed to transfer (to Customer or to Company, as applicable) at a point on Company's system on the United States side of the international boundary with Canada.

(Continued on Sheet No. E-4.00)

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(Continued from Sheet No. E-3.00)

*Applicable for End-Use Transportation Service*

**E1. GENERAL PROVISIONS AND DEFINITIONS (Contd.)**

**E1.4 Warranty**

Customer warrants, for itself, its successors and assigns, that it will have, at the time of delivery of gas hereunder good and marketable title to the gas delivered, or it will otherwise have the right to deliver such gas, and that such gas shall be free and clear of all liens, encumbrances, and claims. Customer warrants that it will indemnify Company and save it harmless from suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any and all persons to said gas or to royalties, taxes, license fees or charges thereon.

**E1.5 Non-Waiver of Future Defaults**

No waiver by either party of any one or more defaults by the other in the performance of any provisions of Company's Tariff or any Contract will operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

**E1.6 Incorporation of Rate Schedules and Contract**

Unless limited to specifically identified Rate Schedules, the General Terms and Conditions set forth in Sections B through E are incorporated in and are a part of any Contract entered into by Company for the provision of service under the *End-Use* Transportation Service Rate Schedule. To the extent there is any inconsistency between terms in these General Terms and Conditions and terms in any Rate Schedule or Contract, the applicable Rate Schedule shall govern.

**E1.7 Assignment**

Customer may not assign any of its rights or obligations hereunder without the prior written consent of Company.

**E1.8 Default**

Company reserves the right to suspend transportation and/or storage services, or to terminate any Contract between Customer and Company, at any time in the case of an emergency or as a result of violation of the General Terms and Conditions of the Contract or Company's Tariff.

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**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 service shall be transmitted as specified in Customer's Contract shall be valid and sufficient if delivered in person, dispatched by first class mail, overnight mail, telex, facsimile or transmitted electronically.

**E2.2 Nominations, Accounting and Control**

- A. Customer may designate a third party as agent for purposes of Nominating, and for giving and receiving notices related to Nominations. Customer shall provide Company with written notice of such designation. Any such designation shall be effective starting the Month following the receipt of the notice and will remain in effect until revoked in writing by Customer.
- B. All Nominations shall be submitted through Company's electronic gas nomination system. Specific information to be included in the Nomination is posted on Company's electronic gas nomination system.
- C. Customer, or its designated agent, shall notify Company's Gas Nominations Department of the daily quantity of gas that Customer is Nominating for delivery to Company on behalf of Customer. Such Nominations shall be submitted by 2:00 p.m. Eastern Clock Time prior to the effective Gas Day. Nominations made after the 2:00 p.m. deadline shall be accepted at the sole discretion of Company. Customer, or its designated agent, shall provide Company with a Nomination for each Gas Day. (If a single nomination is received it shall be assumed to apply for each subsequent day of the month unless otherwise stated).
- D. If Customer fails to provide a Nomination for any Month, the daily Nomination is assumed to be zero.
- E. For Transportation Service Rate Schedules, Customer or Customer's authorized representative may transfer a portion of their *load balancing storage* account balance to another *End-Use Gas Transportation* Customer(s) ("*Transferee Customer(s)*") *served by the Company under the following conditions: 1) Gas transferred to the Transferee Customer's load balancing storage account shall be considered as delivered to the Transferee Customer's Receipt Point under their Gas Transportation Agreement or Contract with the Company; 2) such transactions are prospective and may not be used to avoid penalties once charged; 3) load balancing storage transfer notifications must be received by the Company ten (10) business days prior to the first day of the month of the transfer; and 4) load balancing storage transfers will not be allowed during October and November.*

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**E3. GAS QUALITY**

**E3.1 Quality**

A. The gas delivered to Company shall meet the following requirements:

- (1) Gas shall not contain more than 0.0005 percent (5 ppm) oxygen by volume;
- (2) 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;
- (3) Gas shall not contain more than 0.25 grain of hydrogen sulfide nor more than 0.5 grain of mercaptan sulfur per 100 cubic feet;
- (4) Gas shall not contain more than 5.0 grains of total sulfur (including hydrogen sulfide and mercaptan sulfur) per 100 cubic feet;
- (5) Gas shall not at any time have a carbon dioxide content in excess of two percent by volume;
- (6) Gas shall not contain an amount of moisture that at any time exceeds five pounds per million cubic feet;
- (7) Gas shall be fully interchangeable in accordance with the provisions of AGA Research Bulletin No. 36 and any subsequent modifications and amendments thereof;
- (8) The temperature of the gas shall not exceed 100° F;
- (9) The hydrocarbon dew point of the gas shall not exceed 0° F at 500 pounds per square inch.

B. If the gas delivered by Customer at any Receipt Point fails to meet the qualities stipulated in Section E3.1(a), then Company shall notify Customer of such deficiency and thereupon may, at its option, refuse to accept delivery pending correction. Upon demonstration that the gas being tendered meets the gas quality specifications of Section E3.1(a), Company shall resume taking delivery of gas.

**E3.2 Heating Value**

The gas delivered by Customer shall have a Total Heating Value Per Cubic Foot of not less than 950 Btu nor more than 1,100 Btu.

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**E4. SERVICE REQUIREMENTS**

**E4.1 Quantities**

- A. Customer may deliver, or cause to be delivered, and Company shall, subject to other provisions in Company's Rate Schedule, accept quantities of gas up to the MDQ specified in the Contract. If deliveries to Company exceed agreed upon quantities, Company may refuse deliveries or terminate the Contract upon 30 days' written notice to Customer.
- B. Deliveries to Company may be made by Customer or on behalf of Customer at existing interconnections between the gas transmission facilities of Company and other pipeline systems. These Receipt Point(s) shall be those specified electronically by Company from time to time.

**E4.2 Delivery Pressure**

All deliveries of gas by Customer and Company shall be made at Company's prevailing pressure.

**E4.3 Shutoff of Service**

Company is not required to perform service under any Contract on behalf of any Customer failing to comply with any and all terms of Customer's Contract and Company's Tariff.

**E4.4 Measurement**

- A. All quantities of gas received at Receipt Point(s) by Company for the account of Customer shall be measured at the Receipt Point(s) by Company or its designee in accordance with, and shall comply with the measurement specifications contained in:
  - (1) Transmission Measurement Committee Report #3, Natural Gas Department, American Gas Association, including the Appendix thereto, dated September 1985, ("Gas Measurement Report #3")
  - (2) Transmission Measurement Committee Report #7, Natural Gas Department, American Gas Association, including the Appendix thereto, dated April 1996, ("Gas Measurement Report #7")
  - (3) Transmission Measurement Committee Report #8, Natural Gas Department, American Gas Association, including the Appendix thereto, dated July 1992, ("Gas Measurement Report #8")
  - (4) Transmission Measurement Committee Report #9, Natural Gas Department, American Gas Association, including the Appendix thereto, dated June 2000, ("Gas Measurement Report #9")
  - (5) And any subsequent modifications and amendments thereof.

(Continued on Sheet No. E-8.00)

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*Applicable for End-Use Transportation Service*

**E4. SERVICE REQUIREMENTS (Contd.)**

**E4.4 Measurement (Contd.)**

- B. All quantities of gas delivered at the Delivery Point(s) by Company to Customer, or for the account of Customer, shall be measured at the Delivery Point(s) by Company, or its designee, in accordance and in compliance with the measurement specifications contained in the Gas Measurement Report #3, Gas Measurement Report #7, Gas Measurement Report #8 and Gas Measurement Report #9.

**E4.5 Notice of Operational Flow Order (OFO)**

When there is adequate time during an emergency situation, and if applicable, Company will implement an Operational Flow Order, or OFO. An OFO invokes daily-balancing upon all Customers and allows Company to limit the daily storage withdrawal volumes of Customers with Storage rights specified in Customer's Contract and/or applicable Rate Schedule to that level authorized by Company in the OFO. The payment of Unauthorized Gas Usage penalties does not create the right to exceed the levels established by an OFO. Customers not balancing deliveries to Company, with use, and authorized storage withdrawal volumes, on any Gas Day during an OFO will be subject to a penalty equal to the highest price reported for MichCon, Michigan, Consumers Energy and Chicago LDCs 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 \$1.00 per 100 cubic feet or \$10.00 per MMBtu, if applicable, plus Customer's contracted Transportation Charge, for all gas taken by Customer in excess of the cumulative volume delivered to Company (less the allowance for gas-in-kind) on behalf of Customer.

If an OFO or curtailment becomes necessary, 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.

**E5. BILLING**

Company shall follow the provisions of Rule B4, Commercial and Industrial Billing Practices, of the Tariff.

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*Applicable for End-Use Transportation Service*

**E6. CREDITWORTHINESS**

If a Customer deposit is required in accordance with the provisions of Rules B4, Commercial and Industrial Billing Practices, R 460.2083, Customer Deposits and R 460.2084 Discontinuation, Termination or Denial of Service, Customers taking service under *the End-Use Transportation Service* Rate Schedules shall be subject to the following provision:

- A. Customer shall be required to demonstrate creditworthiness. Company is not required to commence service or to continue to provide service if Customer, when requested by Company to demonstrate creditworthiness, fails to do so to Company's satisfaction. Creditworthiness will be based upon: (1) a credit rating of investment grade defined as a rating of at least "BBB-" by Standard & Poor's Corporation, a rating of at least "Baa3" by Moody's Investors Service, or a rating of at least "BBB-" by Fitch Ratings; or (2) if public credit reports are not available, an equivalent rating of investment grade as determined by Company based on the financial rating methodology, criteria and ratios for the industry of Customer as published by the above rating agencies from time to time. For purposes of credit evaluation, Company will consider the following, as applicable:
- (1) audited financial statements;
  - (2) annual report;
  - (3) most recent filed statements with the Securities and Exchange Commission (or an equivalent authority) or such other publicly available information;
  - (4) for public entities, the most recent publicly available interim financial statements, with an attestation by its Chief Financial Officer, Controller or equivalent that such statements constitute a true, correct and fair representation of financial condition prepared in accordance with Generally Accepted Accounting Principles (GAAP) or equivalent;
  - (5) publicly available credit reports from credit and bond rating agencies;
  - (6) private credit ratings, bank or trade references;
  - (7) past payment history to Company;
  - (8) whether Customer has filed for bankruptcy protection and/or is operating under any chapter of the bankruptcy laws;
  - (9) whether Customer is subject to liquidation or debt reduction procedures such as an assignment for the benefit of creditors or any creditors' committee agreement;
  - (10) whether Customer's credit rating has been downgraded by a credit rating agency within the last six Months; or
  - (11) such other information as may be mutually agreed to by Company and Customer.

(Continued on Sheet No. E-10.00)

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*Applicable for End-Use Transportation Service*

**E6. CREDITWORTHINESS (Contd.)**

B. If Company determines that Customer is not creditworthy, then within five (5) business days of notice from Company, Customer shall provide Company with one of the following credit alternatives: (1) a corporate guaranty of all Customer obligations from a creditworthy entity; (2) an irrevocable letter of credit in form and from an institution satisfactory to Company; (3) a deposit equal to 25% of Customer's annual bill, or (4) such other security, as reasonably determined by Company, to be of a continuing nature and in an amount equal to such amounts which would be due. Customer's obligation to provide credit assurance shall continue until Customer compiles a record of 12 continuous months of bill payment on or before the due date, as specified in Rule B4, Commercial and Industrial Billing Practices, R 460.2083, Customer Deposits, and R 460.2084, Discontinuation, Termination or Denial of Service.

(1) A guarantor shall be deemed creditworthy provided it has an investment grade rating for its long-term senior unsecured debt from at least two of the recognized rating agencies listed below. The minimum acceptable investment grade rating from each of the indicated rating agencies is:

Moody's	Baa3
S&P	BBB-
Fitch Ratings	BBB-

(2) A guarantor that is considered creditworthy at the time it provided the guaranty but, at a later date, no longer meets the creditworthiness standards of this subsection will be required to provide other security acceptable to Company within five business days of notice from Company that the guarantor fails to meet the creditworthiness standards of this subsection.

**E7. UNAUTHORIZED GAS USAGE CHARGE**

Customer taking service under *the End-Use Transportation Service* Rate Schedules shall be subject to an unauthorized gas usage charge as more fully set forth in the applicable Rate Schedule.

**E8. TRANSPORTATION RATE RESTORATION CHARGE**

A turn-on charge equal to the sum of the intervening Months' Monthly Customer Charges since the service was shut off shall be made to any Customer taking service under the Transportation Service Rate Schedule who orders a shutoff and a restoration of service at the same premises within a 12 Month period.

**E9. AGGREGATION OF ACCOUNTS**

Customer as defined in Section C11 of the Tariff may qualify for aggregation of accounts as more fully set forth in Section C11 of the Tariff.

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**E10. ELECTRONIC NOMINATION SYSTEM**

Company shall make available, maintain and update, an electronic nomination system accessible to Customers and their authorized agents who Nominate gas to Company's system.

**E11. TRANSPORTATION STANDARDS OF CONDUCT**

This rule is intended to promote fair competition and a level playing field among all participants involved in transportation within Company's regulated gas service territory. Company will conduct its business to conform to the following Transportation Standards of Conduct:

- A. Company will apply any Tariff provision relating to transportation service in the same manner without discrimination to all similarly situated persons.
- B. 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. 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 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. Company will process all similar requests for transportation service in the same manner and within the same period of time.
- E. 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, 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 Company until revoked by Customer. To the extent 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 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. 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.

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**E11. TRANSPORTATION STANDARDS OF CONDUCT (Contd.)**

- H. 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. 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. Company will keep separate books of accounts and records from those of its marketing affiliate.

**E12. TRANSPORTATION STANDARDS OF CONDUCT COMPLAINT PROCEDURE**

If Company receives a verbal complaint related to its Rules, Regulations and Rate Schedules for Gas Service, M.P.S.C. No. 5, Section E11, Transportation Standards of Conduct, Company will attempt to resolve the complaint on an informal basis. If 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:
  - Michigan Consolidated Gas Company
  - One Energy Plaza
  - Detroit, MI 48226
  - Attention: Legal Department
- B. Company will acknowledge the receipt of the formal written complaint, in writing, within five working days of receipt by Company.
- C. 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. Company will prepare a written statement communicating the results of Company's preliminary investigation within 30 days of the initial receipt of the complaint by Company with a description of the action to be taken or the action proposed to be taken.
- E.
  - (1) If the complainant is satisfied with the action taken or the action that is proposed to be taken, complainant will acknowledge its agreement by signing and returning a copy of Company's written statement addressing the action taken or proposed to be taken.
  - (2) If the complainant is not satisfied with Company's response, then the complainant may address the complaint to the Commission.

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**E13. TRANSPORTATION CONTRACT CANCELLATION**

Customer taking service under a Transportation Service Rate Schedule may cancel its Contract during the initial term of the Contract if Customer provides at least 30 days prior written notice to Company that (1) Customer's facility or business has or will permanently close or cease operations, (2) Customer is transferring ownership of the facility or business in whole, or (3) Customer is transferring service to another Rate Schedule provided Customer complies with all rules for transferring service to another Rate Schedule. Upon Contract termination, Customer will be required to pay all outstanding charges owed to Company by: *(a) the payment due date posted on the final invoice for transportation service, and/or (b) as provided by the terms and conditions of the contract(s) between the Company and Customer.*

If Customer taking gas service under a Transportation Service Rate Schedule, and is paying a negotiated transportation rate under the optional provision, terminates its Contract prior to the end of the term as provided above, Customer will be required to pay Company, as liquidated damages and not as a penalty, a settlement payment equal to the sum of the Transportation Charges and Monthly Customer Charges that Company would have received from the time of cancellation to the expiration date of Customer's Contract. In calculating the settlement payment, the Transportation Charge will be applied to Customer's then current ACQ. Any settlement payment will be discounted to present value using the London Interbanking Offer Rate (LIBOR) on the date of Contract cancellation to take into account the period between the date of cancellation and the date on which such amounts would have otherwise been due under the Contract.

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**E14. TRANSPORTATION SERVICE RATES ST, LT, XLT, XXLT**

**Availability**

Subject to any restrictions, service under this Rate Schedule is available to any Customer who could otherwise purchase gas under any other Company Rate Schedule.

Customer that selects transportation service under this Rate Schedule must remain on this Rate Schedule for at least 12 Months before Customer is eligible for sales service and shall continue on this rate Month to Month after the initial term of the Transportation Contract has expired unless otherwise agreed upon between Company and Customer. Customer eligible to request a return to sales rates must provide a minimum of 12 Months written notice to Company of its election to return to sales rates.

Company reserves the right to deny a return to sales rates subject to Company's Controlled Service Rule C2.

Under this Rate Schedule, Company will transport gas for Customer from the Receipt Point(s) to the Delivery Point(s).

**Rates and Charges**

	<b>Service Category</b>	
	<b>ST</b>	<b>LT</b>
Monthly Charges		
Customer Charge	\$2,030.00 Per Customer	\$3,660.00 Per Customer
	Customer Charge is "per meter or Contiguous Facility."	
Optional Remote Meter Charge	\$25.00 Per Meter	\$25.00 Per Meter
Transportation Rates		
Cost Based Rate	<b>\$0.07959</b> Per Ccf	<b>\$0.06001</b> Per Ccf
Optional Rates:		
Maximum Rate	<b>\$0.13618</b> Per Ccf	<b>\$0.09702</b> Per Ccf
Minimum Rate	\$0.02300 Per Ccf	\$0.02300 Per Ccf

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*Applicable for End-Use Transportation Service*

**E14. TRANSPORTATION SERVICE RATES ST, LT, XLT, XXLT (Contd.)**

**Rates and Charges**

	<b>Service Category</b>	
	<b>XLT</b>	<b>XXLT</b>
Monthly Charges		
Customer Charge	<b>\$9,100.00</b> Per Customer	\$120,000.00 Per Customer
	Customer Charge is “per meter or Contiguous Facility.”	
Remote Meter Charge	\$100.00 Per Meter	\$100.00 Per Meter
Transportation Rates		
Cost Based Rate	<b>\$0.05068</b> Per Ccf	<b>\$0.01652</b> Per Ccf
Optional Rates:		
Maximum Rate	<b>\$0.08336</b> Per Ccf	<b>\$0.08336</b> Per Ccf
Minimum Rate	\$0.01800 Per Ccf	\$0.00500 Per Ccf

**Annual Contract Quantity or ACQ**

ACQ means an annual quantity of natural gas specified in the Contract between Customer and Company, that can be delivered to Company and is based on Customer’s average 12 Month usage (determined from the last 36 Months of data), plus adjustments, approved at Company’s sole discretion, for known or expected changes or special operating conditions. Company will utilize their best efforts to insure that Customer’s ACQ is reflective of Customer’s annual consumption and allow Customer all reasonable opportunities to minimize the risk of Unauthorized Gas Usage Charges.

**Maximum Daily Quantity or MDQ**

MDQ means a daily quantity of natural gas specified in the Contract between Customer and Company, that can be delivered to Company and is based on Customer’s highest historical Month usage (determined from the last 36 Months of data) divided by the number of days during that Month and multiplied by 110%, plus adjustments, approved at Company’s sole discretion, for known or expected changes or special operating conditions. Provided, however, during September, October, and November, Customer’s MDQ will be based on the daily average of Customer’s September, October, and November, usage from the previous three years, plus 1.43% of Customer’s ACQ divided by 30 days. ***The MDQ may be calculated and changed independently from the ACQ.*** Company and Customer may agree to use a different MDQ as part of the negotiations for an optional discount from the cost based rates set forth in the tariff. Company will utilize their best efforts to insure that Customer’s MDQ is reflective of Customer’s maximum daily consumption and allow Customer all reasonable opportunities to minimize the risk of Unauthorized Gas Usage Charges.

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*Applicable for End-Use Transportation Service*

**E14. TRANSPORTATION SERVICE RATES ST, LT, XLT, XXL (Contd.)**

**Selection Of Service Category and Rates**

When Customer is selecting its initial service category, Company must advise it that the economic break-even point between ST and LT is approximately 100,000 Mcf per year, the economic break-even point between LT and XLT is approximately 700,000 Mcf per year the economic break-even point between XLT and XXL is approximately **3,900,000** Mcf per year (based on the cost based rate). After the initial selection is made, then it is Customer's responsibility to determine when it is appropriate to switch service categories.

Customer will be charged the Cost Based Rate under its chosen Service Category, unless Customer chooses to negotiate a different rate under the Optional Rate provision. Company must advise Customer of its right to negotiate rates under the Optional Rate provision, however Company is under no obligation to offer a rate different than the Cost Based Rate. Company, at its discretion, may negotiate different transportation rates for individual Customers between the maximum and minimum rates under the appropriate Optional Rate provision. The negotiated rate may be applied to Customer's entire load or a portion of its load; however, under no circumstances can Company charge an average rate per Mcf greater than the maximum rate or less than the minimum rate. The transportation rate is charged for each Ccf of gas delivered to Customer in a given month.

**Transportation Service**

In accordance with Section E2.2 and Company's Nominating procedures, Customer shall advise Company of the volume of gas that Customer will cause to be delivered to Company for transportation during that Month and the Receipt Point(s) where the gas will be delivered to Company.

If in any Month, the volume of gas received by Company at the Receipt Point(s), less the allowance for company-use and lost-and-unaccounted-for gas, is more than the volume of gas taken by Customer at the Delivery Point(s), then the difference shall be retained by Company and delivered to Customer in those succeeding Months when the volume of gas received by Company is less than Customer's requirements. Should the aggregate volume of gas, less the allowance for company-use and lost-and-unaccounted-for gas, retained by Company at any Month-end exceed 10% of the Annual Contract Quantity for ST, LT, and XLT, or exceeds 5% of the Annual Contract Quantity for XXL, then Company shall have the rights: (1) to refuse to receive any additional volume of gas for that Customer until Company has satisfied itself that the volume of gas retained for Customer is less than 10% of the Annual Contract Quantity for ST, LT, and XLT, or is less than 5% of the Annual Contract Quantity for XXL, and (2) to charge Customer for the storage of any Month-end balance that exceeds 10% of the Annual Contract Quantity for ST, LT, and XLT, or exceeds 5% of the Annual Contract Quantity for XXL.

If Customer does not withdraw its gas retained by Company within 60 days of the termination of the Contract, then Company shall have the right to purchase the gas from Customer at a rate of \$1.00 per MMBtu.

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**E14. TRANSPORTATION SERVICE RATES ST, LT, XLT, XXLT (Contd.)**

**Gas in Kind**

*For rates ST, LT and XLT*, Company shall retain 1.66% 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. *For rate XXLT, Company shall retain 1.116% 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.

**Surcharges and Special Taxes**

This Rate Schedule is subject to Surcharges shown on Sheet No. D-2.00.

In municipalities which levy special taxes, license fees, or street rentals against Company, and which levy has been successfully maintained, the standard of rates shall be increased within the limits of such municipalities so as to offset such special charges and thereby prevent Customers in other localities from being compelled to share any portion of such local increase.

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

**Late Payment Charge and Due Date**

A late payment charge of 2% shall be applied to the unpaid balance outstanding if the bill is not paid in full on or before the date on which the bill is due. The due date of Customer's bill shall be 21 days from the date the bill was sent.

**Unauthorized Gas Usage**

"Unauthorized Gas Usage" occurs when Customer uses Company's system supply while taking service under a transportation Rate Schedule.

If Customer uses Company's system supply, then Customer shall pay Company for Unauthorized Gas Usage at the highest price reported for MichCon, Michigan, Consumers Energy and Chicago LDCs 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 \$1.00 per 100 cubic feet, plus Customer's contracted Transportation Charge, for all gas taken by Customer in excess of the cumulative volume delivered to Company (less Gas-in-Kind) on behalf of Customer.

A Customer subject to Unauthorized Gas Usage as defined under the transportation service rates shall be subject to shut off of service as provided in Sections C1.5 and E4.3 of the Rate Book.

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*Applicable for End-Use Transportation Service*

**E14. TRANSPORTATION SERVICE RATES ST, LT, XLT, XXL (Contd.)**

**Load Balancing Storage Charge**

- A. Customer shall be charged \$0.25 per MMBtu per Month plus fuel for injection, for the storage of any Month-end balance of gas that exceeds 10% of the Annual Contract Quantity for ST, LT, and XLT, or exceeds 5% of the Annual Contract Quantity for XXL. The fuel for injection shall be paid for by Gas-in-Kind *at the Gas-In-Kind rate applicable to the customer's rate schedule*.
- B. Monthly withdrawals from storage during *December* through March will be limited to 3% of Customer's ACQ. Withdrawals in excess of that limit may be authorized but are subject to MichCon's sole judgment and prior approval pursuant to appropriate terms and conditions. Without prior approval, if in any Month the volume of gas received by Company, less Gas-in-Kind plus the 3% of Customer's ACQ is less than the volume of gas taken by Customer at the Delivery Point(s), then the excess delivery will be treated as unauthorized gas usage and will be charged under the Unauthorized Gas Usage provision.
- C. Injections into storage during September, October and November will be limited to no more than 1.43% of ACQ without prior approval from Company. Customer will be charged \$0.25 per MMBtu of gas, plus *Gas-In-Kind at the rate applicable to the customer's rate schedule* retained as fuel, for any gas injected during the September through November period that exceeds the Month-end tolerance level of 1.43 of ACQ per Month. This charge will be in addition to any charges assessed to Customer for exceeding the Month-end balance of gas that exceeds 10% of the ACQ for ST, LT, and XLT, or exceeds 5% of the ACQ for XXL.
- D. Provisions for load balancing storage transfers are provided in Section E2.2E.*

**Standby Service**

- A. Charges:
- Customer taking Standby Service for a facility or equipment shall pay a Monthly charge equal to Company's election of:
- (1) \$0.065 per cubic foot, or \$65 per MMBtu, for each cubic foot, or MMBtu, of nameplate rating of the facility or equipment taking Standby Service; or
  - (2) \$2.71 per MMBtu of SMDQ.
- B. Company may require Customer to pay for facilities (e.g., additional meter(s), electronic remote metering, flow restriction devices, etc.) required to monitor Customer's Standby Service contracted election.

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*Applicable for End-Use Transportation Service*

**E14. TRANSPORTATION SERVICE RATES ST, LT, XLT, XXL (Contd.)**

**Metering Requirements**

All eligible XLT and XXL Customers shall be required to provide, at no expense to Company, a dedicated telecommunication line(s) as required for metering purposes, to a location specified by Company. The communication link must be installed and operating prior to a transportation Customer receiving service under Service Category XLT or XXL.

All eligible ST and LT Customers electing the Optional Remote Metering service shall provide, at no expense to Company, a dedicated telecommunication line(s) for metering purposes, to a location specified by Company.

Customer shall be responsible for (i) ensuring that the communication links allow access to the meter data by Company and are compatible with Company's metering and billing systems, and (ii) all associated costs relating to the communication links including other accompanying equipment and monthly fees. Company shall own and maintain the actual metering equipment and modem.

**Customer Contract**

Customer is required to sign a Transportation Contract, limited as to time, which must be approved and executed by the President or a Vice President of Company, or a designated representative, before it shall be binding upon Company.

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*Applicable for Off-System Storage and Transportation Service*

**SECTION E – PART II  
OFF-SYSTEM STORAGE AND TRANSPORTATION SERVICE  
STANDARDS AND BILLING PRACTICES**

**E15. GENERAL PROVISIONS AND DEFINITIONS**

**E15.1 Definitions**

*Annual Contract Quantity or ACQ means the maximum quantity of natural gas Customer is entitled to nominate for transportation and that Company is obligated to transport for Customer, subject to the terms and conditions of this Rate Book, during a term consisting of the lesser of the contract term or one year.*

*Business Day is Monday through Friday, excluding Company holidays.*

*Contract is the agreement between Company and Customers for the provision of transportation or storage services under Company's Rate Schedule. For purposes of clarity, the agreement between Company and Customer may also be referred to as a Transportation Contract or Storage Contract.*

*Contract Year is defined within each Contract.*

*Customer means the individual or business that purchases transportation or storage service from Company.*

*Delivery Point(s) are the point(s) where Company delivers gas to Customer, Customer's Facility or Facilities, or for Customer's account and shall be defined in the Contract between Company and Customer.*

*Gas Day is a period of 24 consecutive hours (23 hours when changing from Standard Time to Daylight Savings Time and 25 hours when changing back to Standard Time) beginning at 10:00 a.m. Eastern Clock Time.*

*Maximum Daily Quantity or MDQ means the maximum quantity of gas that Customer is entitled to nominate for transportation and that Company is obligated to receive from the Customer at the Receipt Point(s) for transportation, exclusive of Fuel Use and Lost and Unaccounted For Gas quantities, or that Company is obligated to deliver for the Customer at the Delivery Point(s) during a day, subject to the terms and conditions of this Rate Book.*

*MDWQ means the maximum quantity of gas that Customer is entitled to nominate for withdrawal from storage during a day, subject to the terms and conditions of the Rate Book.*

*MMBtu means one million Btu.*

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**E15. GENERAL PROVISIONS AND DEFINITIONS (Contd.)**

**E15.1 Definitions (Contd.)**

**MMcf means one million cubic feet of gas at a base temperature of 60° F and a base pressure of 14.65 psia.**

**Month, except as provided with respect to billing, is the period beginning at 10:00 a.m. Eastern Clock Time on the first Day of the calendar Month and ending at 10:00 a.m. Eastern Clock Time on the first Day of the next succeeding calendar Month.**

**Nomination or Nominating is a transmittal by Customer, or its designated agent, of request for receipt and/or delivery of gas for Customer's account for each Gas Day that service is desired.**

**Operational Flow Order or OFO: See Section E18.5.**

**Rate Schedule means the schedule of rates governing natural gas service as approved by the Commission.**

**Receipt Point(s) are those interconnection(s) between the facilities of Company and third parties that deliver gas to Company, for the account of Customer.**

**Rollover(s) are options or alternatives at the termination of a contract to potentially extend or continue a service beyond the term of the original contract.**

**Tariff or Rate Book means Company's Rate Book for Natural Gas Service, M.P.S.C. No. 5 - Gas as modified and approved from time to time by the Commission.**

**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.**

**Unauthorized Gas Usage Charge: See Section E21.**

**Defined terms used in Section E – Part II and not defined above have the meaning set forth in the applicable Rate Schedule or Contract.**

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**E15. GENERAL PROVISIONS AND DEFINITIONS (Contd.)**

**E15.2 Application of Rules**

*If at any time during the term of a Contract any of the parties, by force of any such law, order, decision, rule or regulation are ordered or required to do any act inconsistent with the provisions hereof, then for the period during which the requirements of such law, order, decision, rule or regulation are applicable, such Contract shall be deemed modified to conform with the requirement of such law, order, decision, rule or regulation.*

**E15.3 Possession of Gas**

*As between Company and Customer, Customer shall be deemed in exclusive control and possession of the gas transported hereunder and responsible for any loss, damage, or injury caused thereby until it is delivered to Company at the Receipt Point(s) and after it is delivered by Company at the Delivery Point(s). Company shall be deemed in exclusive control and possession of said gas and responsible for any loss, damage or injury caused thereby after it is delivered by Customer, or for Customer's account, at the Receipt Point(s) and until it is delivered by Company at the Delivery Point(s).*

*Customer agrees to indemnify and hold Company harmless from all suits, claims, liens, damages, costs, including court costs and attorneys' fees, losses, expenses and encumbrances of whatever nature arising from Customer's delivery of gas to Company's System and at all times when Customer is deemed in exclusive control and possession of the gas transported hereunder. Company agrees to indemnify and hold Customer harmless from all suits, claims, liens, damages, costs, including court costs and attorneys' fees, losses, expenses and encumbrances of whatever nature arising from Company's receipt and control of gas after the Receipt Point, except for those arising from Customer's delivery to Company's System of gas that fails to meet the quality specifications set forth in this Rate Book.*

*Except as provided in this Rate Book, title to the gas transported or stored shall not transfer to Company when it takes possession of the gas, or at any other time, unless the parties specifically agree otherwise. However, this shall not restrict Company from entering into operating arrangements that allow for the movement of gas via exchange or displacement. Title to Gas Loaned under Firm Park and Loan or Interruptible Balancing Services shall pass from Company to Customer when the gas is delivered for Customer's account to a Delivery Point and title shall pass from Customer to Company when Loaned Gas is returned by Customer to a Receipt Point; provided that, for gas flowing in international commerce, title to Loaned Gas shall be deemed to transfer (to Customer or to Company, as applicable) at a point on Company's system on the United States side of the international boundary with Canada.*

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**E15. GENERAL PROVISIONS AND DEFINITIONS (Contd.)**

**E15.4 Warranty**

*Customer warrants, for itself, its successors and assigns, that it will have, at the time of delivery of gas hereunder good and marketable title to the gas delivered, or it will otherwise have the right to deliver such gas, and that such gas shall be free and clear of all liens, encumbrances, and claims. Customer warrants that it will indemnify Company and save it harmless from suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any and all persons to said gas or to royalties, taxes, license fees or charges thereon.*

**E15.5 Non-Waiver of Future Defaults**

*No waiver by either party of any one or more defaults by the other in the performance of any provisions of Company's Tariff or any Contract will operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.*

**E15.6 Incorporation of Rate Schedules and Contract**

*Unless limited to specifically identified Rate Schedules, the General Terms and Conditions set forth in Sections B through E are incorporated in and are a part of any Contract entered into by Company for the provision of service under the Off-System Storage and Transportation Rate Schedules. To the extent there is any inconsistency between terms in these General Terms and Conditions and terms in any Rate Schedule or Contract, the applicable Rate Schedule shall govern.*

**E15.7 Assignment**

*Customer may not assign any of its rights or obligations hereunder without the prior written consent of Company.*

**E15.8 Default**

*Company reserves the right to suspend transportation and/or storage services, or to terminate any Contract between Customer and Company, at any time in the case of an emergency or as a result of violation of the General Terms and Conditions of the Contract or Company's Tariff.*

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*Applicable for Off-System Storage and Transportation Service*

**E15. GENERAL PROVISIONS AND DEFINITIONS (Contd.)**

**E15.9 Storage Balance Transfers**

*Transporter or any Shipper receiving Storage service from Transporter shall be entitled to transfer, in-field, any of its Storage Gas to another Shipper or to Transporter pursuant to a valid request for an in-field transfer. Transporter may restrict such transfers when the transfer would result in an increase in Transporter's service obligations, and such increase would in Transporter's reasonable judgment impair Transporter's ability to meet all of its other service obligations of equal or higher priority, or would allow Shipper to avoid otherwise applicable obligations to provide Gas for Fuel and Gas Lost and Unaccounted For. There shall be no charge or Fuel Use and Gas Lost and Unaccounted For assessed for in-field transfers.*

**E15.10 Contract Extension Provision**

*Transporter and Shipper may agree to contract extensions for any Service under this Tariff, including evergreens, rollovers, and other extensions, which shall be specified in the applicable Service Agreement.*

**E15.11 Prohibition of Simultaneous Injections and Withdrawals**

*Notwithstanding anything to the contrary in this Tariff, Shipper may not nominate simultaneous (or effectively simultaneous) injections into and withdrawals from Storage under the same Service Agreement or otherwise engage in any nomination pattern that would result in Shipper receiving the equivalent of unbundled transportation service, unless through Firm Transportation Service or Interruptible Transportation Service provided by Transporter pursuant to an executed Service Agreement.*

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**E16. RECORDS, ACCOUNTING AND CONTROL**

**E16.1 Transmittal of Notices, Bills and Payments**

*All notices, bills and payments required or permitted to be given in connection with service shall be transmitted as specified in Customer's Contract shall be valid and sufficient if delivered in person, dispatched by first class mail, overnight mail, telex, facsimile or transmitted electronically.*

**E16.2 Nominations, Accounting and Control**

- A.** *Customer may designate a third party as agent for purposes of Nominating, and for giving and receiving notices related to Nominations. Customer shall provide Company with written notice of such designation. Any such designation shall be effective starting the Month following the receipt of the notice and will remain in effect until revoked in writing by Customer.*
- B.** *All Nominations shall be submitted through Company's electronic gas nomination system. Specific information to be included in the Nomination is posted on Company's electronic gas nomination system.*
- C.** *Customer, or its designated agent, shall notify Company's Gas Nominations Department of the daily quantity of gas that Customer is Nominating for delivery to Company on behalf of Customer. Such Nominations shall be submitted by 2:00 p.m. Eastern Clock Time prior to the effective Gas Day. Nominations made after the 2:00 p.m. deadline shall be accepted at the sole discretion of Company. Customer, or its designated agent, shall provide Company with a Nomination for each Gas Day. (If a single nomination is received it shall be assumed to apply for each subsequent day of the month unless otherwise stated).*
- D.** *If Customer fails to provide a Nomination for any Month, the daily Nomination is assumed to be zero.*

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**E17. GAS QUALITY**

**E17.1 Quality**

**A. The gas delivered to Company shall meet the following requirements:**

- (1) *Gas shall not contain more than 0.0005 percent (5 ppm) oxygen by volume;*
- (2) *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;*
- (3) *Gas shall not contain more than 0.25 grain of hydrogen sulfide nor more than 0.5 grain of mercaptan sulfur per 100 cubic feet;*
- (4) *Gas shall not contain more than 5.0 grains of total sulfur (including hydrogen sulfide and mercaptan sulfur) per 100 cubic feet;*
- (5) *Gas shall not at any time have a carbon dioxide content in excess of two percent by volume;*
- (6) *Gas shall not contain an amount of moisture that at any time exceeds five pounds per million cubic feet;*
- (7) *Gas shall be fully interchangeable in accordance with the provisions of AGA Research Bulletin No. 36 and any subsequent modifications and amendments thereof;*
- (8) *The temperature of the gas shall not exceed 100° F;*
- (9) *The hydrocarbon dew point of the gas shall not exceed 0° F at 500 pounds per square inch.*

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**E17. GAS QUALITY (Contd.)**

**E17.1 Quality (Contd.)**

**B.** *If the gas delivered by Customer at any Receipt Point fails to meet the qualities stipulated in Section E17.1A., then Company shall notify Customer of such deficiency and thereupon may, at its option, refuse to accept delivery pending correction. Upon demonstration that the gas being tendered meets the gas quality specifications of Section E17.1A., Company shall resume taking delivery of gas.*

**E17.2 Heating Value**

*The gas delivered by Customer shall have a Total Heating Value Per Cubic Foot of not less than 950 Btu nor more than 1,100 Btu.*

**E18. SERVICE REQUIREMENTS**

**E18.1 Quantities**

**A.** *Customer may deliver, or cause to be delivered, and Company shall, subject to other provisions in Company's Rate Schedule, accept quantities of gas up to the MDQ specified in the Contract. If deliveries to Company exceed agreed upon quantities, Company may refuse deliveries or terminate the Contract upon 30 days' written notice to Customer.*

**B.** *Deliveries to Company may be made by Customer or on behalf of Customer at existing interconnections between the gas transmission facilities of Company and other pipeline systems. These Receipt Point(s) shall be those specified electronically by Company from time to time.*

**E18.2 Delivery Pressure**

*All deliveries of gas by Customer and Company shall be made at Company's prevailing pressure.*

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**E18. SERVICE REQUIREMENTS (Contd.)**

**E18.3 Shutoff of Service**

*Company is not required to perform service under any Contract on behalf of any Customer failing to comply with any and all terms of Customer's Contract and Company's Tariff.*

**E18.4 Measurement**

**A.** *All quantities of gas received at Receipt Point(s) by Company for the account of Customer shall be measured at the Receipt Point(s) by Company or its designee in accordance with, and shall comply with the measurement specifications contained in:*

- (1) Transmission Measurement Committee Report #3, Natural Gas Department, American Gas Association, including the Appendix thereto, dated September 1985, ("Gas Measurement Report #3")*
- (2) Transmission Measurement Committee Report #7, Natural Gas Department, American Gas Association, including the Appendix thereto, dated April 1996, ("Gas Measurement Report #7")*
- (3) Transmission Measurement Committee Report #8, Natural Gas Department, American Gas Association, including the Appendix thereto, dated July 1992, ("Gas Measurement Report #8")*
- (4) Transmission Measurement Committee Report #9, Natural Gas Department, American Gas Association, including the Appendix thereto, dated June 2000, ("Gas Measurement Report #9")*
- (5) And any subsequent modifications and amendments thereof.*

**B.** *All quantities of gas delivered at the Delivery Point(s) by Company to Customer, or for the account of Customer, shall be measured at the Delivery Point(s) by Company, or its designee, in accordance and in compliance with the measurement specifications contained in the Gas Measurement Report #3, Gas Measurement Report #7, Gas Measurement Report #8 and Gas Measurement Report #9.*

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**E18. SERVICE REQUIREMENTS (Contd.)**

**E18.5 Notice of Operational Flow Order (OFO)**

*When there is adequate time during an emergency situation, and if applicable, Company will implement an Operational Flow Order, or OFO. An OFO invokes daily-balancing upon all Customers and allows Company to limit the daily storage withdrawal volumes of Customers with Storage rights specified in Customer's Contract and/or applicable Rate Schedule to that level authorized by Company in the OFO. The payment of Unauthorized Gas Usage penalties does not create the right to exceed the levels established by an OFO. Customers not balancing deliveries to Company, with use, and authorized storage withdrawal volumes, on any Gas Day during an OFO will be subject to a penalty equal to the highest price reported for MichCon, Michigan, Consumers Energy and Chicago LDCs 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 \$1.00 per 100 cubic feet or \$10.00 per MMBtu, if applicable, plus Customer's contracted Transportation Charge, for all gas taken by Customer in excess of the cumulative volume delivered to Company (less the allowance for gas-in-kind) on behalf of Customer.*

*If an OFO or curtailment becomes necessary, 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.*

**E19. BILLING**

*Company shall follow the provisions of Rule B4, Commercial and Industrial Billing Practices, of the Tariff.*

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**E20. CREDITWORTHINESS**

*If a Customer deposit is required in accordance with the provisions of Rules B4, Commercial and Industrial Billing Practices, R 460.2083, Customer Deposits and R 460.2084 Discontinuation, Termination or Denial of Service, Customers taking service under the Off-System Storage and Transportation Service Rate Schedules shall be subject to the following provision:*

- A. Customer shall be required to demonstrate creditworthiness. Company is not required to commence service or to continue to provide service if Customer, when requested by Company to demonstrate creditworthiness, fails to do so to Company's satisfaction. Creditworthiness will be based upon: (1) a credit rating of investment grade defined as a rating of at least "BBB-" by Standard & Poor's Corporation, a rating of at least "Baa3" by Moody's Investors Service, or a rating of at least "BBB-" by Fitch Ratings; or (2) if public credit reports are not available, an equivalent rating of investment grade as determined by Company based on the financial rating methodology, criteria and ratios for the industry of Customer as published by the above rating agencies from time to time. For purposes of credit evaluation, Company will consider the following, as applicable:**
- (1) audited financial statements;**
  - (2) annual report;**
  - (3) most recent filed statements with the Securities and Exchange Commission (or an equivalent authority) or such other publicly available information;**
  - (4) for public entities, the most recent publicly available interim financial statements, with an attestation by its Chief Financial Officer, Controller or equivalent that such statements constitute a true, correct and fair representation of financial condition prepared in accordance with Generally Accepted Accounting Principles (GAAP) or equivalent;**
  - (5) publicly available credit reports from credit and bond rating agencies;**
  - (6) private credit ratings, bank or trade references;**
  - (7) past payment history to Company;**
  - (8) whether Customer has filed for bankruptcy protection and/or is operating under any chapter of the bankruptcy laws;**
  - (9) whether Customer is subject to liquidation or debt reduction procedures such as an assignment for the benefit of creditors or any creditors' committee agreement;**
  - (10) whether Customer's credit rating has been downgraded by a credit rating agency within the last six Months; or**
  - (11) such other information as may be mutually agreed to by Company and Customer.**

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**E20. CREDITWORTHINESS (Contd.)**

**B.** *If Company determines that Customer is not creditworthy, then within five (5) business days of notice from Company, Customer shall provide Company with one of the following credit alternatives: (1) a corporate guaranty of all Customer obligations from a creditworthy entity; (2) an irrevocable letter of credit in form and from an institution satisfactory to Company; (3) a deposit equal to 25% of Customer's annual bill, or (4) such other security, as reasonably determined by Company, to be of a continuing nature and in an amount equal to such amounts which would be due. Customer's obligation to provide credit assurance shall continue until Customer compiles a record of 12 continuous months of bill payment on or before the due date, as specified in Rule B4, Commercial and Industrial Billing Practices, R 460.2083, Customer Deposits, and R 460.2084, Discontinuation, Termination or Denial of Service.*

(1) *A guarantor shall be deemed creditworthy provided it has an investment grade rating for its long-term senior unsecured debt from at least two of the recognized rating agencies listed below. The minimum acceptable investment grade rating from each of the indicated rating agencies is:*

<i>Moody's</i>	<i>Baa3</i>
<i>S&amp;P</i>	<i>BBB-</i>
<i>Fitch Ratings</i>	<i>BBB-</i>

(2) *A guarantor that is considered creditworthy at the time it provided the guaranty but, at a later date, no longer meets the creditworthiness standards of this subsection will be required to provide other security acceptable to Company within five business days of notice from Company that the guarantor fails to meet the creditworthiness standards of this subsection.*

**E21. UNAUTHORIZED GAS USAGE CHARGE**

*Customer taking service under the Off-System Storage and Transportation Service Rate Schedules shall be subject to an unauthorized gas usage charge as more fully set forth in the applicable Rate Schedule.*

**E22. ELECTRONIC NOMINATION SYSTEM**

*Company shall make available, maintain and update, an electronic nomination system accessible to Customers and their authorized agents who Nominate gas to Company's system.*

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**E23. TRANSPORTATION STANDARDS OF CONDUCT**

*This rule is intended to promote fair competition and a level playing field among all participants involved in transportation within Company's regulated gas service territory. Company will conduct its business to conform to the following Transportation Standards of Conduct:*

- A. Company will apply any Tariff provision relating to transportation service in the same manner without discrimination to all similarly situated persons.*
- B. 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, curtailment policy or price discounts.*
- C. 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 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. Company will process all similar requests for transportation service in the same manner and within the same period of time.*
- E. 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, 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 Company until revoked by Customer. To the extent 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 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. 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.*

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**E23. TRANSPORTATION STANDARDS OF CONDUCT (Contd.)**

- H.** *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.** *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.** *Company will keep separate books of accounts and records from those of its marketing affiliate.*

**E24. TRANSPORTATION STANDARDS OF CONDUCT COMPLAINT PROCEDURE**

*If Company receives a verbal complaint related to its Rules, Regulations and Rate Schedules for Gas Service, M.P.S.C. No. 5, Section E23, Transportation Standards of Conduct, Company will attempt to resolve the complaint on an informal basis. If 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:  
Michigan Consolidated Gas Company  
One Energy Plaza  
Detroit, MI 48226  
Attention: Legal Department*
- B.** *Company will acknowledge the receipt of the formal written complaint, in writing, within five working days of receipt by Company.*
- C.** *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.** *Company will prepare a written statement communicating the results of Company's preliminary investigation within 30 days of the initial receipt of the complaint by Company with a description of the action to be taken or the action proposed to be taken.*
- E.**
  - (1)** *If the complainant is satisfied with the action taken or the action that is proposed to be taken, complainant will acknowledge its agreement by signing and returning a copy of Company's written statement addressing the action taken or proposed to be taken.*
  - (2)** *If the complainant is not satisfied with Company's response, then the complainant may address the complaint to the Commission.*

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**E25. TRANSPORTATION OFF-SYSTEM (FIRM) SERVICE RATE TOS-F**

**Service Eligibility**

Service shall be available to all entities desiring to move gas through Company's system to an Off-System location.

Customer is required to sign a Contract, limited as to time, which must be approved and executed by the President or a Vice President of Company, or a designated representative, before it shall be binding upon Company.

**Definitions**

As used in this Rate Schedule:

"Equivalent Quantities" means the quantity of gas received from Customer, or for the account of Customer, at the Receipt Point(s) less Gas in Kind withheld by Company for loss and use.

"Off System" means gas that is transported from a Receipt Point into Company's system to a Delivery Point that is interconnected to another local gas distribution company or a pipeline not owned by Company.

Defined terms used in this Rate Schedule and not defined above have the same meaning as set forth in Section *E15.1* or in Contract.

**Type of Service Offered**

Under this Rate Schedule, Company will transport natural gas volumes on a firm basis, for Customer on Company's Dry Gas Transmission System. Company, in its sole judgment, shall have the right to determine if capacity is available for firm transportation under this Rate Schedule.

**Transportation Service**

Company shall receive gas from Customer or for the account of Customer at the Receipt Point(s) and redeliver Equivalent Quantities, to Customer or for the account of Customer at the Delivery Point(s).

In accordance with Section *E16.2* and Company's Nominating procedures, Customer shall advise Company of the volume of gas that Customer will cause to be delivered to Company for transportation during that Month, and the Receipt Point(s) and Delivery Point(s).

The Receipt Point(s) and Delivery Point(s) 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 Off-System Service

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**E25. TRANSPORTATION OFF-SYSTEM (FIRM) SERVICE RATE TOS-F (Contd.)**

**Imbalance**

Company and Customer shall work to keep the gas flow in balance at all times. If at any time, the volumes of gas received by Company at the Receipt Point(s) are greater or lesser than the gas delivered at the Delivery Point(s), Company may refuse, increase or decrease deliveries to correct the imbalances. If, upon termination of a Contract, Customer has not delivered to Company quantities of gas that are equal to those Customer has taken at the Delivery Point(s), Customer must deliver the deficient volumes to Company, within 60 days of the termination of Contract, at a mutually agreeable rate of delivery. If Customer fails to correct the imbalance within the 60 day period, then Customer shall pay an unauthorized usage charge to Company at a rate of the highest price reported for MichCon, Michigan, Consumers Energy and Chicago LDCs 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 \$10.00 per MMBtu for all gas taken by Customer in excess of the cumulative volume delivered to Company (less use and loss) on behalf of Customer.

**Gas in Kind**

Company shall retain 1.63% 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.

**Rates**

- A. For contracts less than 365 days, a rate as mutually agreed to by Customer and Company and set forth in Contract, consisting of a demand portion and/or a commodity portion.
- B. For contracts equal to or exceeding 365 days, a rate not to exceed ~~\$0.22~~ **\$0.269** per MMBtu, consisting of a demand portion and/or a commodity portion shall be mutually agreed to by Customer and Company and set forth in Contract.

**Late Payment Charge and Due Date**

A late payment charge of 2% shall be applied to the unpaid balance outstanding if the bill is not paid in full on or before the date on which the bill is due. The due date of Customer's bill shall be 21 days from the date bill was sent.

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**E26. TRANSPORTATION OFF-SYSTEM (INTERRUPTIBLE) SERVICE RATE TOS-I**

**Service Eligibility**

Service shall be available to all entities desiring to move gas through Company's system to an Off-System location.

Customer is required to sign a Contract, limited as to time, which must be approved and executed by the President or a Vice President of Company, or a designated representative, before it shall be binding upon Company.

**Definitions**

As used in this Rate Schedule:

"Equivalent Quantities" means the quantity of gas received from Customer, or for the account of Customer, at the Receipt Point(s) less Gas in Kind withheld by Company for loss and use.

"Off System" means gas that is transported from a Receipt Point into Company's system to a Delivery Point that is interconnected to another local gas distribution company or a pipeline not owned by Company.

Defined terms used in this Rate Schedule and not defined above have the same meaning as set forth in Section *E15.1* or in Contract.

**Type of Service Offered**

Under this Rate Schedule, Company will transport natural gas volumes on an interruptible basis, for Customer on Company's Dry Gas Transmission System. Company, in its sole judgment, shall have the right to determine, on a day-to-day basis, if capacity is available for interruptible transportation under this Rate Schedule.

**Transportation Service**

Company shall receive gas from Customer or for the account of Customer at the Receipt Point(s) and redeliver Equivalent Quantities, to Customer or for the account of Customer at the Delivery Point(s).

In accordance with Section *E16.2* and Company's Nominating procedures, Customer shall advise Company of the volume of gas that Customer will cause to be delivered to Company for transportation during that Month, and the Receipt Point(s) and Delivery Point(s).

The Receipt Point(s) and Delivery Point(s) 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 Off-System Service.

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**E26. TRANSPORTATION OFF-SYSTEM (INTERRUPTIBLE) SERVICE RATE TOS-I (Contd.)**

**Imbalance**

Company and Customer shall work to keep the gas flow in balance at all times. If at any time, the volumes of gas received by Company at the Receipt Point(s) are greater or lesser than the gas delivered at the Delivery Point(s), Company may refuse, increase or decrease deliveries to correct the imbalances. If, upon termination of a Contract, Customer has not delivered to Company quantities of gas that are equal to those Customer has taken at the Delivery Point(s), Customer must deliver the deficient volumes to Company, within 60 days of the termination of Contract, at a mutually agreeable rate of delivery. If Customer fails to correct the imbalance within the 60 day period, then Customer shall pay an unauthorized usage charge to Company at a rate of the highest price reported for MichCon, Michigan, Consumers Energy and Chicago LDCs 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 \$10.00 per MMBtu feet for all gas taken by Customer in excess of the cumulative volume delivered to Company (less use and loss) on behalf of Customer.

**Gas in Kind**

Company shall retain 1.63% 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.

**Rates**

- A. For contracts less than 365 days, a rate as mutually agreed to by Customer and Company and set forth in Contract, consisting of a demand portion and/or a commodity portion.
- B. For contracts equal to or exceeding 365 days, a rate not to exceed **\$0.269** per MMBtu, consisting of a demand portion and/or a commodity portion shall be mutually agreed to by Customer and Company and set forth in Contract.

**Late Payment Charge and Due Date**

A late payment charge of 2% shall be applied to the unpaid balance outstanding if the bill is not paid in full on or before the date on which the bill is due. The due date of Customer's bill shall be 21 days from the date the bill was sent.

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**E27. CONTRACT STORAGE (FIRM) SERVICE RATE CS-F**

**Availability**

This Rate Schedule is available to all entities desiring firm storage service to the extent that:

- A. Company has determined that it has sufficient available and uncommitted storage capacity to perform the service requested by the entity; and
- B. Customer is required to sign a Contract, limited as to time, which must be approved and executed by the President or a Vice President of Company, or a designated representative, before it shall be binding upon Company.

**Characteristics of Service**

Any rates, terms and conditions not covered by the Tariff shall be as contained in the Contract.

**Gas in Kind**

Fuel for injection of 1.63% shall be paid for by Gas-in-Kind.

**Rates**

The Storage Charge shall be a rate as mutually agreed to by Customer and Company and set forth in Contract, consisting of a demand portion and/or a commodity portion.

**Late Payment Charge and Due Date**

A late payment charge of 2% shall be applied to the unpaid balance outstanding if the bill is not paid in full on or before the date on which the bill is due. The due date of Customer's bill shall be 21 days from the date the bill was sent.

(Continued on Sheet No. E-39.00)

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(Continued from Sheet No. E-38.00)

*Applicable for Off-System Storage and Transportation Service*

**E27. CONTRACT STORAGE (FIRM) SERVICE RATE CS-F (Contd.)**

**Penalty Charges**

Company is authorized to charge storage Customers for deliveries to, or redeliveries from, storage in excess of the maximum volumes set forth in the Contract. The penalty rates shall not exceed the rate of the highest price reported for MichCon, Michigan, Consumers Energy and Chicago LDCs 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 \$10.00 per MMBtu for all gas taken by Customer in excess of the cumulative volume delivered to Company (less use and loss) on behalf of Customer.

Customer shall request the withdrawal of all its gas in storage for delivery to the Delivery Point(s) on or before the last Gas Day on the term of the Contract. If, upon termination of the Contract, Customer has not requested the withdrawal of all its gas in storage, then Customer's remaining volumes shall be deemed sold to Company at a rate of the MichCon City Gate Index as published in Gas Daily less \$0.50 per MMBtu. Payment for the volumes left in storage shall appear as a credit on the last statement rendered by Company. To the extent that the credit exceeds the total charges in that statement, Company shall pay the difference to Customer.

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*Applicable for Off-System Storage and Transportation Service*

**E28. CONTRACT STORAGE (INTERRUPTIBLE) SERVICE RATE CS-I**

**Availability**

This Rate Schedule is available to all entities desiring interruptible storage service to the extent that:

- A. Company has determined that it has sufficient available and uncommitted storage capacity to perform the service requested by the entity; and
- B. Customer is required to sign a Contract, limited as to time, which must be approved and executed by the President or a Vice President of Company, or a designated representative, before it shall be binding upon Company.

**Characteristics of Service**

Any rates, terms and conditions not covered by the Tariff shall be as contained in the Contract.

On any Gas Day, gas that is nominated to Company for injection or withdrawal is subject to interruption at the sole discretion of Company.

*To the extent Interruptible Storage Service capacity, which is being utilized by an Interruptible Shipper hereunder, is needed by Transporter in order to satisfy Transporter's obligations to Firm Shippers, Transporter shall require Shipper to withdraw all, or any portion of, the Interruptible Storage Service Gas quantities held in Shipper's Storage Account by Transporter as specified by Transporter. Unless Transporter otherwise agrees, Shipper shall be required to make ratable withdrawals.*

*If Shipper fails to withdraw such Gas from Storage Account, Transporter may take, free and clear of any adverse claims, title to such Gas in Shipper's Storage Account as Shipper was instructed to withdraw.*

*In the event Transporter needs to require Shipper to withdraw its Gas from Storage pursuant to this Section, Transporter shall provide day-ahead notice to Shipper that it must withdraw Gas at its MDWQ during the next Day. Transporter shall repeat this notice on a daily basis until all of Shipper's Gas is withdrawn from storage or until circumstances necessitating interruption are resolved. In the event Shipper makes a timely nomination in response to a notification by Transporter pursuant to this paragraph, and Transporter's operating conditions prevent Shipper from withdrawing gas as nominated, Shipper's obligation to comply with that notification shall be suspended until such time as Transporter's operational conditions allow Transporter to schedule the nomination.*

(Continued on Sheet No. E-41.00)

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(Continued from Sheet No. E-40.00)

*Applicable for Off-System Storage and Transportation Service*

**E28. CONTRACT STORAGE (INTERRUPTIBLE) SERVICE RATE CS-I (Contd.)**

**Gas in Kind**

Fuel for injection of 1.63% shall be paid for by Gas-in-Kind.

**Rates**

The Storage Charge shall be a rate as mutually agreed to by Customer and Company and set forth in Contract, consisting of a demand portion and/or a commodity portion.

**Late Payment Charge and Due Date:**

A late payment charge of 2% shall be applied to the unpaid balance outstanding if the bill is not paid in full on or before the date on which the bill is due. The due date of Customer's bill shall be 21 days from the date the bill was sent.

**Penalty Charges:**

Company is authorized to charge storage Customers for deliveries to, or redeliveries from, storage in excess of the maximum volumes set forth in the Contract. The penalty rates shall not exceed the rate of the highest price reported for MichCon, Michigan, Consumers Energy and Chicago LDCs 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 \$10.00 per MMBtu for all gas taken by Customer in excess of the cumulative volume delivered to Company (less use and loss) on behalf of Customer.

Customer shall request the withdrawal of all its gas in storage for delivery to the Delivery Point(s) on or before the last Gas Day on the term of the Contract. If, upon termination of the Contract, Customer has not requested the withdrawal of all its gas in storage, then Customer's remaining volumes shall be deemed sold to Company at a rate of the MichCon City Gate Index as published in Gas Daily less \$0.50 per MMBtu. Payment for the volumes left in storage shall appear as a credit on the last statement rendered by Company. To the extent that the credit exceeds the total charges in that statement, Company shall pay the difference to Customer.

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**SECTION E – PART III  
CASHOUT MECHANISM**

**E29. CASHOUT MECHANISM**

**E29.1 Scope**

This Cashout Mechanism provides Company with the authorization to Cashout Imbalances with Nominating Agents at Company's Dry Receipt Point(s).

**E29.2 Definitions**

As used in Section **E29**:

**Actual Deliveries** means the amount of gas nominated by the Nominating Agents for the Production Month and tendered by Company during the same Month at Dry Receipt Points.

**Actual Receipts** means the amount of gas tendered by Nominating Agent to Company during the Month at Dry Receipt Points.

**Alpena System Dry Points** means those receipt points identified on MichCon's electronic nomination system, as may change from time to time, under the heading "Alpena System Dry Points."

**Business Day** means Monday through Friday, excluding Federal Banking Holidays.

**Cashout** means the monetary settlement of Imbalances. Company will purchase and sell gas at Alpena System Dry Points and Non-Alpena System Dry Points to correct Imbalances.

**Cashout Price** means the price determined pursuant to Section **E29.4**.

**Company** means Michigan Consolidated Gas Company, or MichCon.

**Deficient Quantities** means the negative volume that is derived by subtracting Actual Deliveries from Actual Receipts.

**Dry Receipt Points** means both the Alpena System Dry Points and the Non-Alpena System Dry Points.

(Continued on Sheet No. E-43.00)

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(Continued from Sheet No. E-42.00)

**E29. CASHOUT MECHANISM (Contd.)**

**E29.2 Definitions (Contd.)**

**Excess Quantities** means the positive volume that is derived by subtracting Actual Deliveries from Actual Receipts.

**Imbalance** means the volumetric difference between Actual Receipts and Actual Deliveries as further explained in Section **E29.4A**.

**Maximum Nomination Quantity** means a quantity of gas as determined by Company based on the previous twelve Month average Actual Receipts multiplied by 110%, plus adjustments for known or expected changes that are communicated to Company at least five days prior to the effective nomination change.

**Month** means the period beginning on the first day of a calendar Month and ending on the last day of the same calendar Month.

**Monthly Index Price** means the price determined pursuant to Section **E29.4B**.

**Nominating Agent** means the party responsible for nominating gas on MichCon's electronic nomination system at the Dry Receipt Points.

**Non-Alpena System Dry Points** means those receipt points identified on MichCon's electric nomination system, as may change from time to time, under the heading "Non-Alpena System Dry Points."

**Production Month** means the Month during which Nominating Agent receives service under Section **E29**.

**Title Holder** means the owner of the largest working interest in any well from which gas is nominated into Company's Dry Receipt Points.

(Continued on Sheet No. E-44.00)

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(Continued from Sheet No. E-43.00)

**E29. CASHOUT MECHANISM (Contd.)**

**E29.3 Determination and Resolution of Imbalances**

- A. It is the Nominating Agent's responsibility to provide timely and accurate nominations of quantities proposed to be received and delivered by Company, and to maintain each day, as nearly as practicable, equality between Actual Receipts and Actual Deliveries under Section **E29**. Company will reject nominations exceeding the Maximum Nomination Quantity. Actual Receipts exceeding the Maximum Nomination Quantity will be considered Trespass Gas, as such term is defined on MichCon's electronic nomination system.
- B. If Actual Deliveries exceed Actual Receipts at a Dry Receipt Point by greater than ten percent (10%) on a cumulative daily basis throughout the Month, Company will reject and or modify all nominations received at the Dry Receipt Point. Company will allow nominations to continue when the difference between Actual Deliveries and Actual Receipts at the Dry Receipt Point is equal to or less than ten percent (10%) on a cumulative daily basis for the Month.
- C. At the end of each Production Month, Company will determine whether Nominating Agent caused an Imbalance to occur. If an Imbalance exists, Nominating Agent and Company shall Cashout the Imbalance volume pursuant to Section **E29.4**.

**E29.4 Cashout Provision**

- A. Company shall compare Actual Receipts to Actual Deliveries tendered at each Dry Receipt Point utilized by Nominating Agent and calculate an Imbalance no later than the tenth (10th) Business Day following the end of each Production Month. The volumetric difference, after any imbalance trading has occurred pursuant to Section E29.5, will result in Excess Quantities or Deficient Quantities. If the Nominating Agent nominated gas on multiple Dry Receipt Points, Company shall aggregate Excess Quantities and Deficient Quantities for all Alpena System Dry Points separately from Non-Alpena System Dry Points. The separately aggregated Excess Quantities and/or Deficient Quantities shall be divided by the Actual Deliveries separately aggregated for the Alpena System Dry Points and the Non-Alpena System Dry Points respectively, using final Monthly confirmed volumes as posted on MichCon's electronic nomination system. This calculation will be used to determine Nominating Agent's Monthly Imbalance percentage on the Alpena System Dry Points and separately for the Non-Alpena System Dry Points. Company shall be authorized to purchase and sell gas at Dry Receipt Points to manage imbalance quantities.

(Continued on Sheet No. E-45.00)

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(Continued from Sheet No. E-44.00)

**E29. CASHOUT MECHANISM (Contd.)**

**E29.4 Cashout Provision (Contd.)**

- B. Each Month, Company shall determine the Monthly Index Price. The Monthly Index Price shall be based on the Daily Price Survey rates for MichCon citygates as reported in Gas Daily or, in the event that Gas Daily discontinues its reporting of such prices, any comparable reporting service. The Monthly Index Price shall be equal to the sum of the daily Mich.-MichCon Midpoint Citygate Price for the applicable Production Month divided by the number of quoted price days in the same Production Month. Company will post the Monthly Index Price on its electronic nomination system by the 3rd Business Day of the Month.
- C. In cases where Nominating Agent's Imbalance results in Excess Quantities, Company shall pay Nominating Agent the following based on the Monthly Imbalance percentage:

<u>Imbalance Percentage (Tier)</u>	<u>Cashout Price for the Excess Quantities</u>
Greater of first 100 MMBtu	
Or 0% up to 2%	100% of Monthly Index Price
> 2% Up to 5%	80% of Monthly Index Price
> 5%	60% of Monthly Index Price

For purposes of determining the tier at which an Imbalance will be cashed out, the price will apply only to volumes within a tier. For example, if there is a 7% imbalance, Excess Quantities that make up the first 2% of the Imbalance will be priced at 100% of the Monthly Index Price. Excess Quantities making up the next 3% of the Imbalance will be priced at 80% of the Monthly Index Price. Excess Quantities making up the remaining 2% of the Imbalance will be priced at 60% of the Monthly Index Price.

(Continued on Sheet No. E-46.00)

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(Continued from Sheet No. E-45.00)

**E29. CASHOUT MECHANISM (Contd.)**

**E29.4 Cashout Provision (Contd.)**

D. In cases where Nominating Agent's Imbalance results in Deficient Quantities, Nominating Agent shall pay Company the following based on the Monthly Imbalance percentage:

<u>Imbalance Percentage (Tier)</u>	<u>Cashout Price for Deficient Quantities</u>
Greater of first 100 MMBtu	
Or 0% up to 2%	100% of Monthly Index Price
> 2% Up to 5%	120% of Monthly Index Price
> 5%	140% of Monthly Index Price

For purposes of determining the tier at which an Imbalance will be cashed out, the price will apply only to volumes within a tier. For example, if there is a 7% imbalance, Deficient Quantities that make up the first 2% of the Imbalance will be priced at 100% of the Monthly Index Price. Deficient Quantities making up the next 3% of the Imbalance will be priced at 120% of the Monthly Index Price. Deficient Quantities making up the remaining 2% of the Imbalance will be priced at 140% of the Monthly Index Price.

E. Cashout of volumes relating to prior period adjustments shall be cashed out at 100% of the Monthly Index Price applicable to the Production Month in which the prior period adjustment was created.

(Continued on Sheet No. E-47.00)

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(Continued from Sheet No. E-46.00)

**E29. CASHOUT MECHANISM (Contd.)**

**E29.5 Imbalance Trading**

- A. Company will allow a Nominating Agent to net Imbalances with other Nominating Agents within the Alpena System Dry Points and within the Non-Alpena System Dry Points, but not between Alpena System Dry Points and the Non-Alpena System Dry Points. Gas from Alpena System Dry Points must be transported to Company's Woolfolk delivery point, or other points as identified on MichCon's electronic nomination system before imbalance trading can occur.
- B. The information required for imbalance trading must include the identification of both Nominating Agents involved in the trade, production period, and the Monthly volume to be traded. Imbalances must be traded with Imbalances in the opposite direction and must move the Nominating Agent's Imbalance closer to zero.
- C. Company will enable the imbalance trading process by:
  - (1) Receiving the request for imbalance trade;
  - (2) Receiving the imbalance trade confirmation;
  - (3) Sending the imbalance trade notification;
  - (4) Reflecting the trade on the Nominating Agent's next Monthly imbalance or cashout invoice.
- D. Imbalance trades can only be withdrawn by the initiating Nominating Agent and only prior to Company sending the imbalance trade notification.
- E. Company will post on its electronic nomination system a list of imbalance trading procedures in order to facilitate the Monthly trading of Imbalances.

(Continued on Sheet No. E-48.00)

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(Continued from Sheet No. E-47.00)

**E29. CASHOUT MECHANISM (Contd.)**

**E29.6 Billing and Payment**

- A. On or about the 20th calendar day of each Month, Company shall render to Nominating Agent a statement of the Cashout amount for the preceding Production Month.
- B. In cases where a Deficient Quantity exists, Nominating Agent shall make payments to Company within 10 calendar days of the statement date. Payments shall be remitted to Company as directed on the invoice.
- C. In cases where an Excess Quantity exists, Company shall make payments to Nominating Agent within 10 calendar days of the statement date. Company shall remit payments to Nominating Agent in the manner directed by Nominating Agent.
- D. In the event that Nominating Agent fails to pay the amount of any statement rendered by Company within the allowed time, then Nominating Agent will be subject to immediate suspension of service, i.e., nominations will not be accepted, until such amount is paid. By authorizing Nominating Agent to nominate gas, Title Holder is deemed to be the guarantor for payment of any amounts due Company not paid by Nominating Agent. In addition to any other remedies Company may have, without notice or approval, (1) Company may offset any indebtedness it owes under this mechanism or otherwise to Nominating Agent and or Title Holder against any amounts Nominating Agent or Title Holder owes to Company under this mechanism and (2) Company may take title, at no cost and free and clear of any adverse claims, to Title Holder's gas on Company's system including but not limited to gas in Company's and MichCon Gathering Company's transportation facilities, parked gas and gas in Company's storage facilities as compensation for service in the event Nominating Agent defaults on any of its cashout payment obligations to Company. Company will only take title to an amount of Title Holder's gas necessary to offset the undisputed dollar amount Nominating Agent owes to Company. The monetary value of the gas will be the Monthly Index Price for the Month in which the imbalance occurred.

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**SECTION F**  
**GAS CUSTOMER CHOICE PROGRAM**

**F1. GENERAL PROVISIONS**

A Supplier desiring to supply gas to customers under the Gas Customer Choice Service Rate CC (Rate CC) must receive a license from the Commission, register with the Staff of the Commission, and execute an “*Alternative 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 through F5.

**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 *Alternative Gas Supplier Agreement* with the Company to deliver gas supplies to customers under Rate CC.

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

**F1.1** Customers may elect to participate in the 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.

**F1.2** 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.

**F1.3** 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 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.

**F1.4** A Supplier shall provide the Company, *no later than 3 business days prior to the end* of the calendar month prior to the month in which the Supplier’s customer commences service, 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 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)

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(Continued from [Sheet No. F-1.00](#))

**F1. GENERAL PROVISIONS (CONTD)**

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.

**F1.5** If a Supplier adds customers after the customers' usage for the May billing cycle has begun for a Program Year, the monthly remittance to the Supplier for gas supplied to those customers 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 for the months from the preceding April through the current billing month less the Supplier-specified customer billing price per Mcf, converted to price per MMBtu using the system-average Btu factor; and (b) equals the increase for that month, if any, in the amount by which the cumulative Mcf quantity billed to those customers subject to the Supply Equalization Charge for the Program Year, converted to MMBtu using the system-average Btu factor, exceeds the cumulative Supplier deliveries for those customers for the Program Year in MMBtu. The Supply Equalization Charge shall not be less than zero. The Program Year is the year beginning April 1 and ending the following March 31.

**F1.6** A Supplier shall pay a monthly Administrative Fee of \$100.00 per Supplier-designated Pricing Category.

**F1.7** The Company will provide each Supplier with a monthly schedule of quantities for delivery of gas into the Company's system on behalf of the Supplier's customers. The initial schedule will indicate quantities that the Supplier is required to deliver each day under each Supplier-designated Pricing Category. "Pricing Category" means the designated Rate Schedule established by a supplier. The schedule will be updated by the Company on a monthly basis. For most Gas Customer Choice customers, scheduled daily volumes will not normally vary by more than plus/minus 10% from 1/365th of the estimated annual customer load to be served by the Supplier. Scheduled daily quantities for Gas Customer Choice customers for electric peakers, greenhouses, grain dryers, asphalt plants and large new loads without historical load information may be determined by the Company on a different basis than set forth above. The Supplier shall be responsible for obtaining sufficient pipeline capacity to meet its delivery obligations.

(Continued on [Sheet No. F-3.00](#))

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(Continued from Sheet No. F-2.00)

**F1. GENERAL PROVISIONS (CONTD)**

**F1.8** Gas delivered into the Company’s system shall comply with Rule B1, Technical Standards for Gas Service, Part 8, Gas Quality.

**F1.9** Each supplier shall notify the Company’s Gas Transportation Administration Department of the daily quantity of gas that the Supplier is nominating for delivery on behalf of each Supplier-designated Pricing Category. Such nominations shall be submitted in accordance with the Company’s existing nomination procedures.

**F1.10** A Supplier that falls short of the delivery schedule, described in F1.7, above, shall pay a per MMBtu “Failure Fee” for all shortages in the amount of \$6.00 per MMBtu (\$10.00 per MMBtu during periods of a Company-declared supply emergency in accordance with Rule C3.1, Curtailment of Gas Service for Gas Supply Deficiency plus the higher of (a) the cost of gas billed to sales customers pursuant to the Company’s Rule C7 or (b) the highest price reported in Gas Daily in the midpoint column of the Daily Price Survey, for the following locations for the month in which the breach occurred or the month following such breach: Dawn, Ontario; ANR ML7 (entire zone); Chicago-LDC, large EUTS; Michigan – Consumers Energy, large EUTS; Michigan – MichCon, large EUTS.

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 F1.4, above, shall have its *Alternative* Supplier status revoked. Subject to Rule C2, Controlled Service, the Supplier’s customers shall become sales rate customers of the Company.

**F1.11** 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 \$0.30 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 prior to the start of each billing month, furnish to the Company, in a format acceptable to the Company, the price per Mcf or Ccf to be billed to each Supplier-designated Pricing Category on its behalf, or the most recently supplied price will be used.

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**F1. GENERAL PROVISIONS (CONTD)**

**F1.12** 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 Supplier's delivery obligation, multiplied by the lesser of the price per Mcf billed to the Supplier's customers that month, converted to MMBtu, or 110% of the cost of gas billed to sales customers pursuant to the Company's Rule C7. 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 F1.13.

**F1.13** Except as set forth below, within 60 working days after the end of the April billing cycle, or upon revocation of a Supplier's *Alternative* Supplier status, the Company will reconcile the cost per MMBtu remitted to the Supplier per F1.12, before reductions for Administrative Fees, Billing Fees, Failure Fees, and Supply Equalization Charges, converted to cost per Mcf using the monthly system-average Btu factor, 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 Program Year being reconciled, will be reflected in an adjustment on the next monthly remittance to the Supplier.

In those instances where the volumes delivered by the Supplier exceed the billed customer consumption for the Program Year being reconciled, then gas delivered by the Supplier in excess of the billed customer consumption for the Program Year will be returned to the Supplier in kind.

**F1.14** 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 *Alternative* 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 non-compliance 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.

(Continued on Sheet No. F-5.00)

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Vice President  
Regulatory Affairs  
  
Detroit, Michigan



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(Continued from Sheet No. F-4.00)

**F1. GENERAL PROVISIONS (CONTD)**

**F1.15** 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.

**F1.16** The annual load requirement, delivery schedules, Supply Equalization Charges, and delivery shortfall Failure Fees shall apply separately to each Supplier-designated Pricing Category and each of the two customer groups within that category, i.e., those enrolled before their usage for the May billing cycle has begun and those enrolled after their usage for the May billing cycle has begun in each Program Year. The annual reconciliation will be performed on an aggregate basis for all accounts served by a Supplier, i.e., all Supplier-designated Pricing Categories and customer groups within each category will be combined for the purposes of the annual reconciliation.

**F1.17** The Company may disclose, at such times as requested by the Commission or its Staff, the gas rates charged to Rate CC customers.

**F1.18** 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.

**F1.19** The Company will act as Supplier of last resort under the Program.

**F1.20** A Supplier must include the Company’s required tariff language in all of its contracts. 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.

**F1.21** The Transportation Standards of Conduct, Rules *E11* and *E12*, shall apply to the GCC program.

**F1.22** The Company will convert customer consumption from Mcf to MMBtu using monthly system average Btu factor.

(Continued on Sheet No. F-6.00)

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(Continued from Sheet No. F-5.00)

## F2. CUSTOMER PROTECTIONS

### DEFINITIONS:

**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 *Alternative* Gas Supplier Agreement with the Company to deliver gas supplies to customers under Rate CC.

#### Customer:

- Residential means a purchaser (account holder) of natural gas that is supplied or distributed by a utility for residential purposes.
- Small Commercial means a non-residential customer (business name) with aggregate usage of 500 Mcf of natural gas or less per year.
- 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.

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

(Continued on Sheet No. F-7.00)

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(Continued from [Sheet No. F-6.00](#))

**F2. CUSTOMER PROTECTIONS (CONTD)**

**F2.1** 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.

**F2.2** 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 anytime 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.

**F2.3** 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, agents, or employees 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 A.M. & 8:00 P.M.

**F2.4** 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.

A. A Supplier must use a font size of at least 12 point for its contract with residential and or small commercial customers.

(Continued on [Sheet No. F-8.00](#))

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(Continued from [Sheet No. F-7.00](#))

**F2. CUSTOMER PROTECTIONS (CONTD)**

- B. 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 F2.8J.
- C. 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.
- D. 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

**F2.5** 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.

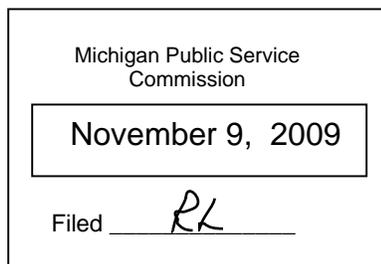
The maximum early termination fee for small commercial contracts of one year or less shall not exceed \$150. The maximum early termination fee for small commercial contracts of longer than one year shall not exceed \$250.

**F2.6** Contracts may continue after initial term expiration on a month-to-month basis, cancelable at anytime without penalty.

**F2.7** 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.

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(Continued from [Sheet No. F-8.00](#))

**F2. CUSTOMER PROTECTIONS (CONTD)**

**F2.8** The following information must be included in all residential and commercial Supplier's contracts with a customer.

- A. The Supplier's name.
- B. The Supplier's address.
- C. The Supplier's toll-free telephone number.
- D. 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.

- E. Any customer fees or penalties related to the contract.
- F. The contract pricing provisions in unit rates the customer is typically billed for.
- G. The terms regarding contract length.
- H. 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.
- I. Provision for a 60-day advance notice to the customer of any price change at the expiration of a fixed price contract.

(Continued on [Sheet No. F-10.00](#))

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(Continued from Sheet No. F-9.00)

**F2. CUSTOMER PROTECTIONS (CONTD)**

- J. (i) **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 Michigan Consolidated Gas 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).
- (ii) **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 Michigan Consolidated Gas 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).
- (iii) **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 Michigan Consolidated Gas 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-11.00)

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(Continued from [Sheet No. F-10.00](#))

**F2. CUSTOMER PROTECTIONS (CONTD)**

**F2.9** 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 business days before the Supplier intends to use the contract(s) and marketing materials in the marketplace.

**F2.10** A Supplier that does not comply with the requirements of Section F of this tariff 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 non-compliance or use of materials that the Commission or its Staff determines do not meet all of the requirements of Section F of this tariff may result in the Supplier's termination from the Program.

**F2.11** 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 distribute 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.

(Continued on [Sheet No. F-12.00](#))

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(Continued from Sheet No. F-11.00)

### F3. SOLICITATION REQUIREMENTS

#### DEFINITIONS:

**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 *Alternative* Gas Supplier Agreement with the Company to deliver gas supplies to customers under Rate CC.

#### Customer:

- Residential means a purchaser (account holder) of natural gas that is supplied or distributed by a utility for residential purposes.
- Small Commercial means a non-residential customer (business name) with aggregate usage of 500 Mcf of natural gas or less per year.
- 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.

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

(Continued on Sheet No. F-13.00)

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(Continued from [Sheet No. F-12.00](#))

**F3. SOLICITATION REQUIREMENTS (CONTD)**

**F3.1** It is the Supplier's responsibility to have a current valid contract with the customer at all times. 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. 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:

- A. An original signature from the customer or legally authorized person.
- B. Independent third party verification with an audio recording of the entire verification call.
- C. An e-mail address if signed up through the Internet.

**F3.2** Suppliers and agents who are soliciting customers must comply with the following requirements:

- A. The Supplier and its agents must clearly identify the AGS on whose behalf they are soliciting.
- B. The Supplier and its agents must not represent themselves as employees or agents of the Company.
- C. 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 Commission.
- D. 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.
- E. The Supplier and its agents cannot remove the original of the customer's bill from the residence or small commercial office.
- F. The Supplier and its agents must comply with truth in advertising in all verbal, written, or electronic statements to the customer.

**F3.3** 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 F2.

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(Continued from Sheet No. F-13.00)

**F4. SUPPLIER LICENSING AND CODE OF CONDUCT DEFINITIONS:**

**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 *Alternative* Gas Supplier Agreement with the Company to deliver gas supplies to customers under Rate CC.

**Customer:**

- Residential means a purchaser (account holder) of natural gas that is supplied or distributed by a utility for residential purposes.
- Small Commercial means a non-residential customer (business name) with aggregate usage of 500 Mcf of natural gas or less per year.
- 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.

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

**F4.1** A Supplier is required to be licensed by the Commission and provide the following information prior to any solicitation:

- A. The name of the Supplier's company/corporation and type of organization.
- B. The Supplier's mailing address.

(Continued on Sheet No. F-15.00)

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**F4. SUPPLIER LICENSING AND CODE OF CONDUCT (CONTD)**

- C. The Supplier's principal place of business address.
- D. The Supplier's Michigan office address and toll-free phone number during normal business hours for customer inquires and concerns.
- E. 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.
- F. Name, address, phone number, and email address of person designated to receive and respond to requests from the Commission or its Staff with respect to inquiries, complaints and regulatory matters.

**F4.2** As a condition of licensing as a Supplier, a Supplier must agree to abide by a code of conduct that provides:

- A. The Supplier will issue accurate and understandable contract(s) and marketing materials.
  - i. The Supplier and its agents will not engage in communications or practices that are fraudulent, deceptive or misleading.
  - ii. 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.
  - iii. The Supplier will provide this documentation to the Commission or its Staff upon request.
  - iv. Marketing materials must contain the price per Mcf/Ccf, 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.
  - v. 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.

(Continued on [Sheet No.F-16.00](#))

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**F4. SUPPLIER LICENSING AND CODE OF CONDUCT (CONTD)**

- B. The Supplier will commit to truth in advertising. The Supplier will provide gas supply and related services at advertised terms and conditions.
- C. The Supplier will comply with all Company Program rules and tariffs as they are contained in the Company's "Rate Book for Natural Gas Service".
- D. The Supplier must comply with Commission rules relating to response to customer complaints, formal complaints and customer service.
- E. 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.
- F. 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.
- G. 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-17.00](#))

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**F4. SUPPLIER LICENSING AND CODE OF CONDUCT (CONTD)**

- H. 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 appoint at least one employee to be a contact person between the Supplier and 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 cooperate with the Commission or its Staff 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.
- I. The Supplier will retain pipeline capacity sufficient to meet its customer requirements.

**F5. PROCEDURES FOR COMPLAINTS BETWEEN SUPPLIERS AND THE COMPANY**

If the Company receives a verbal complaint from a Supplier related to the Program rules and operational features, the Company will 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:

**F5.1** Complainant will route all formal complaints in writing to:

Michigan Consolidated Gas Company  
One Energy Plaza  
Detroit, MI 48226  
Attention: Legal Department

**F5.2** The Company will acknowledge the receipt of the formal written complaint, in writing, within five (5) working days of receipt by the Company.

**F5.3** 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.

**F5.4** 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.

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**F5. PROCEDURES FOR COMPLAINTS BETWEEN SUPPLIERS AND THE COMPANY (CONTD)**

**F5.5**

- A.** 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.
- B.** If the complainant is not satisfied with the Company's response, then the complainant may address the complaint to the Commission.

**F6. GAS CUSTOMER CHOICE SERVICE RATE CC**

**Availability**

Subject to any restrictions, this Rate is available to any customer desiring gas service where the customer's gas is provided by an *Alternative* Gas Supplier under Section F1, General Provisions. 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. A customer will take service under this Rate commencing with the customer's first full billing month following enrollment. A Gas Customer Choice Service Rate CC (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 at no cost to the customer. A fee of \$10.00 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 two billing cycles 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 Character of Service 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 anytime, 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 *Alternative* Gas Supplier Agreement, or (v) the Supplier selected by the customer has its *Alternative* Supplier status revoked or terminated.

(Continued on Sheet No.F-19.00)

Issued October 19, 2012  
N.A. Khouri  
Vice President  
Regulatory Affairs  
  
Detroit, Michigan



Effective for service rendered  
on and after September 25, 2012  
  
Issued under authority of the  
Michigan Public Service Commission  
Dated September 25, 2012  
In Case No. U-17047

(Continued from Sheet No.F-18.00)

**F6. GAS CUSTOMER CHOICE SERVICE RATE CC (CONTD)**

**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 *Alternative* 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 *Alternative* 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 *Alternative* 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 the Company's sales supply, the customer is subject to Rule C2, Controlled Service.

**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 No. D-2.00 and 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.

(Continued on Sheet No.F-20.00)

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(Continued from [Sheet No.F-19.00](#))

**F6. GAS CUSTOMER CHOICE SERVICE RATE CC (CONTD)**

**Due Date and Late Payment Charge**

The due date of a customer's bill shall be 21-days from the date the bill was sent. The due date of a nonresidential customer's bill shall be 21-days from the date the bill was sent. 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.

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Issued November 5, 2009  
D. G. Brudzynski  
Vice President  
Regulatory Affairs

Detroit, Michigan

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In Case No. U-15929



**STANDARD FORMS**  
**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**

<http://www.dteenergy.com/businessCustomers/billingPayment/rates/gas/gasRateBook.html>

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Issued July 15, 2009  
D. G. Brudzynski  
Vice President  
Regulatory Affairs  
  
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