

# MICHIGAN GAS UTILITIES CORPORATION

## 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 Gas Utilities Corporation's website at the following website address,  
<http://www.michigangasutilities.com>

Or at the Michigan Public Service Commission's website at the following website address,  
<https://www.michigan.gov/mpsc>

### Territory

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

**THIS RATE BOOK SUPERSEDED AND CANCELS RATE BOOK**

**M.P.S.C. No. 1 -GAS**

Issued: **February 4, 2020**  
By: Theodore Eidukas  
VP - Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service Commission
February 5, 2020
Filed <u>        </u> DBR <u>        </u>

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Issued: **March 11, 2022**  
By: Theodore Eidukas  
VP - Regulatory Affairs  
Milwaukee, Wisconsin



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Issued: **July 28, 2021**  
By: Theodore Eidukas  
VP - Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service Commission
July 28, 2021
Filed by: DW

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Issued: **December 12, 2023**  
By: Theodore Eidukas  
**VP - Regulatory Affairs**  
Milwaukee, Wisconsin

Michigan Public Service Commission
<b>December 18, 2023</b>
Filed by: DW

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Issued: **October 30, 2018**  
By: Theodore Eidukas  
VP Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service Commission
November 1, 2018
Filed _____ DBR _____

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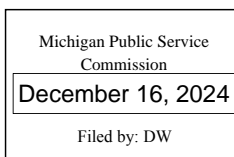
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Issued: **December 12, 2024**  
By: Theodore Eidukas  
VP Regulatory Affairs  
Milwaukee, Wisconsin



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Issued: October 19, 2009  
By J F Schott  
VP Regulatory Affairs  
Green Bay, Wisconsin

Michigan Public Service  
Commission  
**October 28, 2009**  
Filed \_\_\_\_\_  
AL

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Issued: **March 12, 2025**  
By: Theodore Eidukas  
VP - Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service Commission
<b>March 14, 2025</b>
Filed by: DW



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Issued: **December 12, 2024**  
By: Theodore Eidukas  
VP - Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service Commission
December 16, 2024
Filed by: DW

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Continued on Sheet No. A-11.00

Issued: **March 12, 2025**  
By: Theodore Eidukas  
VP - Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service Commission
<b>March 14, 2025</b>
Filed by: DW

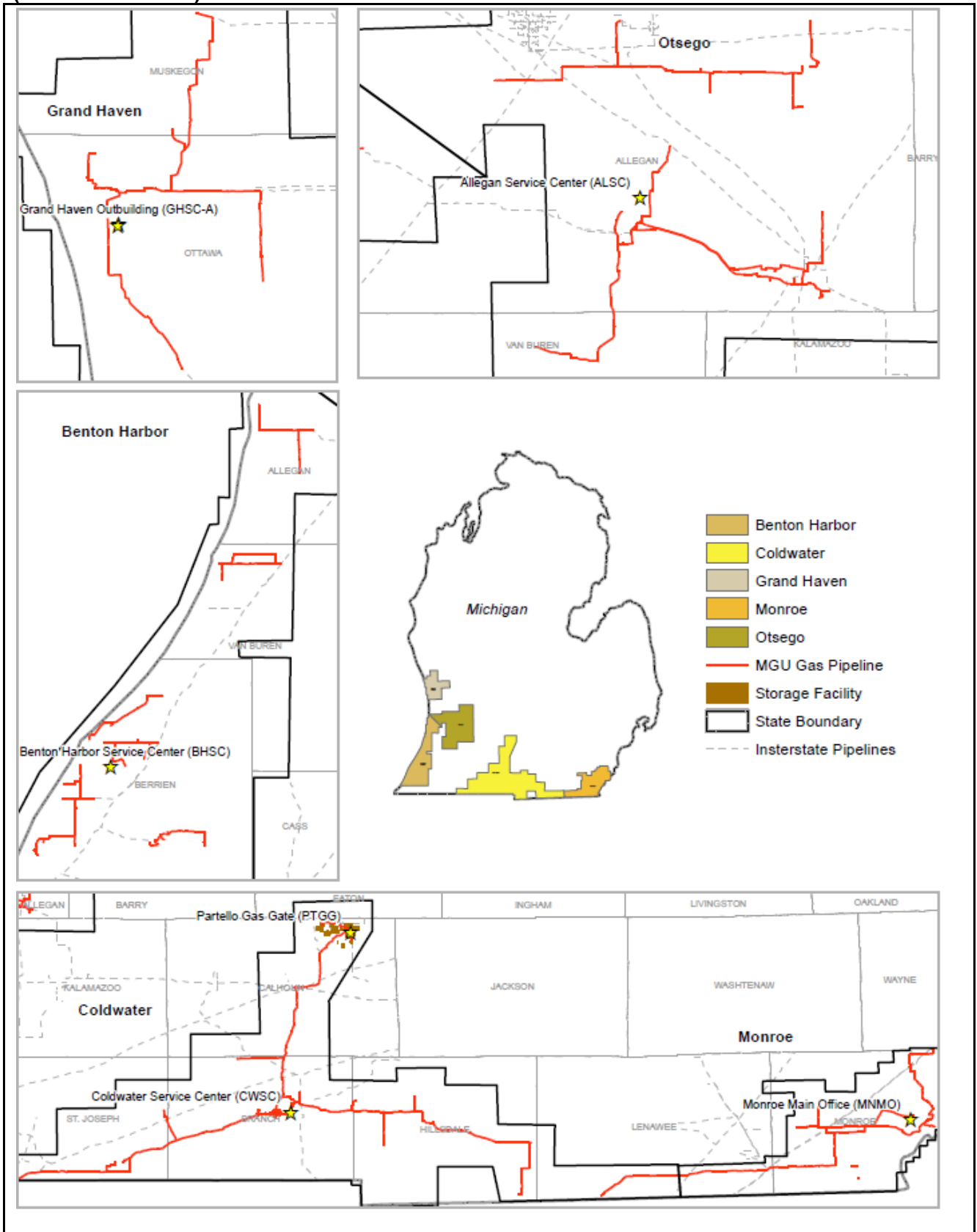
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Issued: **December 12, 2024**  
By: Theodore Eidukas  
VP - Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service  
Commission  
**December 16, 2024**  
Filed by: DW



Issued: **November 17, 2021**  
By: **Theodore Eidukas**  
VP Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service  
Commission  
November 22, 2021  
Filed by: DW

**TERRITORY SERVED**

**City or Village of:**

**Township of:**

**ALLEGAN COUNTY**

Allegan	Otsego
Douglas	Plainwell
Fennville	Saugatuck
Hopkins	Wayland
Martin	

Allegan	Manlius
Casco	Martin
<b><u>Cheshire</u></b>	Monterey
Clyde	Otsego
Dorr	Overisel
Fillmore	Salem
Ganges	Saugatuck
Gun Plain	Trowbridge
Heath	Valley
Hopkins	Watson
Leighton	Wayland

**BARRY COUNTY**

Prairieville

**BERRIEN COUNTY**

Baroda	Eau Claire
Benton Harbor	Shoreham
Berrien Springs	St. Joseph
Bridgman	Stevensville
Coloma	Watervliet

Bainbridge	Lake
Baroda	Lincoln
Benton	Oronoko
Berrien	Pipestone
Chikaming	Royalton
Coloma	St. Joseph
Hagar	Sodus
	Watervliet

**BRANCH COUNTY**

Bronson	Quincy
Coldwater	Union City

Alganssee	Girard
Batavia	Kinderhook
Bethel	Ovid
Bronson	Quincy
Coldwater	Union

**CALHOUN COUNTY**

Tekonsha

Burlington	Tekonsha
Fredonia	

Continued on Sheet No. A-14.00

Issued: **March 14, 2013**  
By J F Schott  
VP Regulatory Affairs  
Green Bay, Wisconsin



Continued From Sheet No. A-13.00

**TERRITORY SERVED (Contd)**

**City or Village of:**

**Township of:**

**HILLSDALE COUNTY**

Allen                      Montgomery  
Camden                    North Adams  
Hillsdale                 Reading  
Jonesville                Waldron

Adams                    Hillsdale  
Allen                      Jefferson  
Cambria                 Pittsford  
Camden                 Reading  
Fayette                 Wright

**LENAWEE COUNTY**

Hudson                    Morenci

Fairfield                Ogden  
Hudson                    Seneca

**MONROE COUNTY**

Carleton                 Maybee  
Dundee                    Monroe  
Luna Pier                 Petersburg

Ash                        LaSalle  
Bedford                  London  
Berlin                     Milan  
Dundee                  Monroe  
Erie                        Raisinville  
Exeter                    Summerfield  
Frenchtown             Whiteford  
Ida

**MUSKEGON COUNTY**

Fruitport                **Norton Shores**

Fruitport

**OTTAWA COUNTY**

Coopersville            Spring Lake  
Ferrysburg  
Grand Haven

Crockery                Robinson  
Grand Haven            Spring Lake  
Polkton                  Wright  
Port Sheldon

**ST. JOSEPH COUNTY**

Burr Oak  
Colon  
Sturgis

Burr Oak                Sherman  
Colon                     Sturgis  
Fawn River             White Pigeon  
Nottawa

**VAN BUREN COUNTY**

Bloomingtondale  
Gobles  
South Haven

Almena                 Geneva  
Bloomingtondale     Pine Grove  
Covert                  South Haven

Issued: **March 17, 2022**

By Theodore Eidukas  
VP - Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service Commission
<b>March 21, 2022</b>
Filed by: MT

## TECHNICAL TERMS AND ABBREVIATIONS FOR ALL CUSTOMERS

(The following technical terms are from Rule 1 of the Commission's order in Case No. U-5395, Gas Technical Standards.)

British Thermal Unit -- The average amount of heat necessary to increase the temperature of one pound of water by 1 degree Fahrenheit in the temperature ranging between 32 degrees Fahrenheit and 212 degrees Fahrenheit at 14.70 pounds-per-square-inch-absolute pressure.

Btu -- British thermal unit.

Ccf -- 100 cubic feet.

Cfh -- Cubic feet per hour.

Commission -- The Michigan Public Service Commission.

Company -- Michigan Gas Utilities

Cubic Foot of Gas:

- (A) If gas is supplied and metered to a customer at the standard delivery pressure of domestic appliances, a cubic foot of gas means that volume of gas which, at the temperature and pressure existing in the meter, occupies one cubic foot, except where a temperature compensating device is built into the meter, in which case a cubic foot of gas means that quantity of gas which, at the pressure existing in the meter and the temperature corrected to 60 degrees Fahrenheit, occupies one cubic foot.
- (B) If gas is supplied to a customer at other than standard delivery pressure, a cubic foot of gas means that volume of gas which, at 60 degrees Fahrenheit and at absolute pressure of 14.65 pounds per square inch, occupies one cubic foot, except in cases where a different absolute pressure base is approved by the Commission.
- (C) The standard cubic foot of gas for testing the gas for heating value, or for other testing purposes, is that volume of gas which, when saturated with water vapor at a temperature of 60 degrees Fahrenheit and under an absolute pressure of 14.70 pounds per square inch, occupies one cubic foot.

Continued on Sheet No. A-16.00

Issued: January 2, 2008  
By J F Schott  
VP Regulatory Affairs  
Green Bay, Wisconsin



Effective for Service  
On and After: October 10, 2007

Issued Under Authority of  
Michigan Public Service Commission  
Dated: October 9, 2007  
In Case No: U-15152

Continued From Sheet No. A-15.00

**TECHNICAL TERMS AND ABBREVIATIONS  
FOR ALL CUSTOMERS**

(D) For all reports to the Commission, a cubic foot of gas means that volume of gas which when dry, at 60 degrees Fahrenheit and at absolute pressure of 14.73 pounds per square inch, occupies one cubic foot.

Customer -- Any purchaser of gas supplied by the Company.

Liquefied Petroleum Air Gas -- A gas produced by mixing an appropriate quantity of air with propane vapor, butane vapor, or a mixture of such vapors.

LP - Air - Gas -- Liquefied Petroleum air gas.

LPG -- Liquefied petroleum gas.

Mcf -- 1,000 cubic feet.

Meter -- Unless otherwise qualified, a device of a utility used in measuring a quantity of gas.

Mixed Gas -- A gas produced by mixing natural gas with substitute natural gas, liquefied petroleum gas, or liquefied petroleum air gas.

SNG -- Substitute natural gas.

Substitute Natural Gas -- Gas which is interchangeable and compatible with natural gas, and which is manufactured from carbon and hydrogen-bearing materials.

Therm -- 100,000 British thermal units.

**Utility -- A person, firm, corporation, cooperative, association, or agency which is subject to the jurisdiction of the Commission and which delivers or distributes and sells gas to the public for heating, power, or other residential, commercial, or industrial purposes.**

Continued on Sheet No. A-17.00

Issued: **December 12, 2023**  
By: **Theodore Eidukas**  
VP - Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service  
Commission  
December 18, 2023  
Filed by: DW

Effective for Service  
On and After: **January 1, 2024**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **August 30, 2023**  
In Case No: **U-21366**



Continued from Sheet No. A-16.00

**STANDARD TERMS AND ABBREVIATIONS  
FOR ALL CUSTOMERS**

( These standard terms and abbreviations are applicable to and made a part of all agreements for gas service furnished by the Company. )

Authorities -- The Michigan Public Service Commission and any governmental authorities legally authorized to regulate or inspect the customer's installation or equipment.

Billing Period -- A period of 25 to 35 days when applied to gas sales.

Cu. Ft. -- Cubic Feet.

Michigan Gas Safety Standards -- Order No. U-6300 of the Michigan Public Service Commission as from time to time amended.

Payment Station -- Any location authorized by Michigan Gas Utilities to accept payment on billed accounts.

Point of Service Termination -- The first fitting on the outlet side of the meter which is the beginning of the customer's piping.

Service Pipe -- Pipes and equipment for delivering gas from the Company's distribution main to the piping system of a building or premise.

Issued: January 2, 2008  
By J F Schott  
VP Regulatory Affairs  
Green Bay, Wisconsin



Effective for Service  
On and After: October 10, 2007

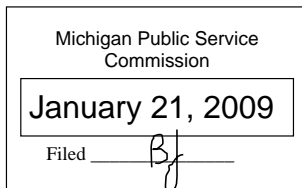
Issued Under Authority of  
Michigan Public Service Commission  
Dated: October 9, 2007  
In Case No: U-15152

### **Supplemental Utility Service Charges**

#### **INSTALLATION OF EXCESS FLOW VALVE (SUBSEQUENT TO SERVICE LINE INSTALLATION)**

Effective February 3, 1999, the charge for the installation of an excess flow valve, when requested by the customer after the installation of the original service that is not scheduled for replacement or for future maintenance, shall be the cost of labor, equipment and materials for the removal and/or repair of asphalt, concrete, sod, landscaping and piping (whichever are applicable), plus the installation charge.

Issued: January 14, 2009  
By J F Schott  
VP Regulatory Affairs  
Green Bay, Wisconsin



Effective for Service  
On and After: January 14, 2009  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: January 13, 2009  
In Case No: U-15549

**SECTION B  
ADMINISTRATIVE RULES INDEX**

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

**PART 1. GENERAL PROVISIONS**

- R 460.2301 Definitions.  
R 460.2302 **Application, intention, and interpretation of rules; utility rules and regulations.**  
R 460.2303 Rescission.

**PART 2 RECORDS, REPORTS, AND OTHER INFORMATION**

- R 460.2321 Retention of records.  
R 460.2322 Location of records.  
R 460.2323 Reports and records generally.  
**R 460.2324 Security reporting.**

***R 460.2501 et seq. are the rules pertaining to PRESERVATION OF RECORDS OF ELECTRIC, GAS AND WATER UTILITIES. Under Additional Administrative Rules B5.***

**PART 3 SERVICE REQUIREMENTS**

- R 460.2331 Sale of gas.  
R 460.2332 Service line tariffs.  
R 460.2333 Main extension tariffs.  
R 460.2334 Temporary service.  
R 460.2335 Interruptions of service.

***Refer to the Company's approved Rule C11, under Customer Attachment Program.***

***R 460.101 et seq. are the rules pertaining to CONSUMER STANDARDS AND BILLING PRACTICES FOR ELECTRIC AND NATURAL GAS SERVICE. See Administrative Rule B2.***

**PART 4 ENGINEERING**

- R 460.2341 Gas Facilities; construction and installation.  
**R 460.2342 Rescinded.**  
**R 460.2343 Rescinded.**  
R 460.2344 Adoption of standards by reference.  
R 460.2345 Security standards.

Continued on Sheet No. B-2.00

Issued: **July 28, 2021**  
By: Theodore Eidukas  
VP - Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service Commission
July 28, 2021
Filed by: DW

**Effective for Service  
On and After: September 3, 2020  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: October 9, 2007  
In Case No: U-15152**

Continued From Sheet No. B-1.00

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

**PART 5 METERS METERING EQUIPMENT INSPECTIONS AND TESTS**

- R 460.2351 Meters and associated metering devices; inspections; tests; and records.  
**(WAIVER approved through December 31, 2032)**
- R 460.2351a Statistical quality sampling program for diaphragm-type meters.
- R 460.2352 Rescinded.
- 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 Rescinded.
- R 460.2362 Determination of adjustment.
- R 460.2363 Refunds.
- R 460.2364 Rescinded.
- R 460.2365 Consumption data records.

**PART 7 SHUTOFF OF SERVICE**

- R 460.2371 Conditions for establishing gas service; liability; notice and record of inability to establish service; refusal of service to customer using other gaseous fuel; exception; service quality.
- R 460.2372 Gas facilities hazard.
- R 460.2373 Shutoff of service.
- R 460.2374 Rescinded.

*Refer to the Company's approved Rule C5.1, Access to Premises.*

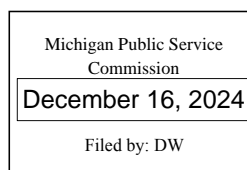
*R 460.101 et seq. are the rules pertaining to CONSUMER STANDARDS AND BILLING PRACTICES FOR ELECTRIC AND NATURAL GAS SERVICE. See Administrative Rule B2, PART 8, PROCEDURES FOR SHUTOFF AND RESTORATION OF SERVICE R 460.136, R 460.137, R 460.138, R 460.139, R 460.140, R 460.141, R 460.142 and R 460.143.*

**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.
- R 460.2384 Rescinded.

Continued on Sheet No. B-3.00

Issued: **December 12, 2024**  
By: Theodore Eidukas  
VP - Regulatory Affairs  
Milwaukee, Wisconsin



Effective for Service  
On and After: **January 1, 2025**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **September 26, 2024**  
In Case No: **U-21540**

Continued From Sheet No. B-2.00

**B2. CONSUMERS STANDARDS AND BILLING PRACTICES FOR ELECTRIC AND NATURAL GAS SERVICE (R 460.101 – R 460.169)**

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

**PART 1 GENERAL PROVISIONS AND DEFINITIONS**

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

**PART 2. APPLICATION FOR SERVICE**

- R 460.106 Service requests.
- R 460.107 Residential service account requirements.

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

- R 460.108 Prohibited practices.
- R 460.109 Deposit for residential customer.
- R 460.110 Rescinded.
- R 460.111 General deposit conditions for residential customers.
- R 460.112 Guarantee terms and conditions for residential customers.

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

- R 460.113 Actual and estimated meter reading.
- R 460.114 Customer meter reading.
- R 460.115 Meter accuracy and errors.
- R 460.116 Meter relocation.

**PART 5. BILLING AND PAYMENT STANDARDS**

- R 460.117 Bill information.
- R 460.118 Electronic billing requirements.
- R 460.119 Separate bill; consolidation and balance transfers for residential and small nonresidential customers.
- R 460.120 Billing frequency; method of Delivery.
- R 460.121 Equal monthly billing.
- R 460.122 Cycle billing.
- R 460.123 Payment of bill.
- R 460.124 Payment period.
- R 460.125 Late payment charges.

Continued on Sheet No. B-4.00

Issued: July 28, 2021  
By: Theodore Eidukas  
VP - Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service Commission
July 28, 2021
Filed by: DW

**Effective for Service  
On and After: September 3, 2020  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: October 9, 2007  
In Case No: U-15152**

Continued From Sheet No. B-3.00

**B2. CONSUMERS STANDARDS AND BILLING PRACTICES FOR ELECTRIC AND NATURAL GAS SERVICE (R 460.101 – R 460.169) (Condt.)**

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

**PART 5. BILLING AND PAYMENT STANDARDS (Condt.)**

R 460.126 Billing for unregulated non-energy services.

R 460.126a Billing error.

R 460.126b Responsibility for unauthorized use of utility service.

*Refer to the Company's approved Rule C5.2, Discontinuance or withholding of service.*

*R 460.101 et seq. are the rules pertaining to CONSUMER STANDARDS AND BILLING PRACTICES FOR ELECTRIC AND NATURAL GAS SERVICE. See Administrative Rule B2, R 460.102 Definitions; A to F for the definition of a "Billing Error".*

**PART 6. VOLUNTARY TERMINATION OF SERVICE**

R 460.127 Voluntary termination.

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

R 460.128 Listing of energy assistance programs for residential customers.

R 460.129 Notice of energy assistance programs for residential customers.

R 460.130 Medical emergency.

R 460.130a Critical care customer shut off protection.

R 460.131 Winter protection plan for eligible low-income customers.

R 460.132 Winter protection plan for eligible senior citizen customers.

R 460.133 Eligible military customer.

R 460.134 Extreme weather condition policy.

R 460.135 Rescinded.

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

R 460.136 Emergency shutoff.

R 460.137 Shutoff or denial of service permitted.

R 460.138 Shut off prohibited.

R 460.139 Notice of shut off.

R 460.140 Form of notice.

R 460.141 Time of shut off.

R 460.142 Manner of shutoff.

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

R 460.144 Restoration of Service.

*R 460.2301 et seq. are the rules pertaining to TECHNICAL STANDARD FOR GAS SERVICE See Administrative Rule B1, R 460.2301, (f) (l) and (n), Definitions for Hazardous condition, and Potentially hazardous condition and Required Access. And R 460.2373, Shutoff of service.*

Continued on Sheet No. B-5.00

Issued: **July 28, 2021**  
By: Theodore Eidukas  
VP - Regulatory Affairs  
Milwaukee, Wisconsin



**Effective for Service  
On and After: September 3, 2020  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: October 9, 2007  
In Case No: U-15152**

Continued From Sheet No. B-4.00

**B2. CONSUMERS STANDARDS AND BILLING PRACTICES FOR ELECTRIC AND NATURAL GAS SERVICE (R 460.101 – R 460.169) (Condt.)**

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

**PART 9. CUSTOMER RELATIONS AND UTILITY PROCEDURES**

- R 460.145 Applicability.
- R 460.146 Payment plan procedures for residential and small nonresidential customers.
- R 460.147 Personnel procedures
- R 460.148 Publication of procedures for residential and small nonresidential customers.
- R 460.149 Access to rules and rates.
- R 460.150 Complaint procedures.
- R 460.151 Reporting requirements.
- R 460.152 Inspection.
- R 460.153 Customer access to consumption data and confidentiality.

**PART 10. DISPUTES, HEARINGS AND SETTLEMENTS**

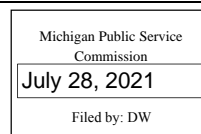
- R 460.154 Disputed matters.
- R 460.155 Customer hearing and hearing officers for residential and small nonresidential customers.
- R 460.156 Notice of hearing.
- R 460.157 Customer hearing procedures.
- R 460.158 Settlement agreement procedures for residential and small nonresidential customers.
-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

**PART 11. APPEAL PROCEDURES**

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

Continued on Sheet No. B-6.00

Issued: **July 28, 2021**  
By: Theodore Eidukas  
VP - Regulatory Affairs  
Milwaukee, Wisconsin



**Effective for Service  
On and After: September 3, 2020  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: October 9, 2007  
In Case No: U-15152**

Continued From Sheet No. B-5.00

**This sheet is cancelled and held for future use.**

Continued on Sheet No. B-6.01

Issued: **February 4, 2020**  
By: Theodore Eidukas  
VP - Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service Commission
February 5, 2020
Filed <u>DBR</u>

Effective for Service  
On and After: **December 11, 2017**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **November 21, 2017**  
In Case No: **U-18120**



Continued From Sheet No. B-6.00

**This sheet is cancelled and held for future use.**

Continued on Sheet No. B-7.00

Issued: **February 4, 2020**  
By: Theodore Eidukas  
VP - Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service Commission
<b>February 5, 2020</b>
Filed <u>        </u> DBR <u>        </u>

Effective for Service  
On and After: **December 11, 2017**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **November 21, 2017**  
In Case No: **U-18120**

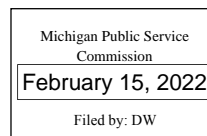
Continued From Sheet No. B-6.01

### **ADDITIONAL ADMINISTRATIVE RULES**

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

- B3. Code of Conduct (R 460.10101 – R 460.10113)  
<https://ars.apps.lara.state.mi.us/AdminCode/DownloadAdminCodeFile?FileName=R%20460.10101%20to%20R%20460.10113.pdf>
- B4. Filing Procedures for Electric, Wastewater, Steam and Gas Utilities (R 460.2011 – R 460.2031)  
[https://ars.apps.lara.state.mi.us/AdminCode/DownloadAdminCodeFile?FileName=832\\_10798\\_AdminCode.pdf](https://ars.apps.lara.state.mi.us/AdminCode/DownloadAdminCodeFile?FileName=832_10798_AdminCode.pdf)
- B5. **Preservation of Records of Electric, Gas and Water Utilities (R 460.2501 - R 460.2582)**  
<https://ars.apps.lara.state.mi.us/AdminCode/DownloadAdminCodeFile?FileName=R%20460.2501%20to%20R%20460.2582.pdf>
- B6. Michigan Gas Safety Standards (R 460.20101 - R 460.20606)  
<https://ars.apps.lara.state.mi.us/AdminCode/DownloadAdminCodeFile?FileName=R%20460.20101%20to%20R%20460.20606.pdf>
- B7. Production and Transmission of Natural Gas (R 460.851 - R 460.875)  
[https://ars.apps.lara.state.mi.us/AdminCode/DownloadAdminCodeFile?FileName=828\\_10794\\_AdminCode.pdf](https://ars.apps.lara.state.mi.us/AdminCode/DownloadAdminCodeFile?FileName=828_10794_AdminCode.pdf)
- B8. Uniform System of Accounts for Major and Nonmajor Gas Utilities (R 460.9021 - R 460.9039)  
[https://ars.apps.lara.state.mi.us/AdminCode/DownloadAdminCodeFile?FileName=841\\_10807\\_AdminCode.pdf](https://ars.apps.lara.state.mi.us/AdminCode/DownloadAdminCodeFile?FileName=841_10807_AdminCode.pdf)
- B9. Rate Case Filing Requirements for Major Gas Utilities  
[https://www.michigan.gov/documents/mpsc/U-10039\\_01-17-1992\\_594855\\_7.PDF](https://www.michigan.gov/documents/mpsc/U-10039_01-17-1992_594855_7.PDF)

Issued: **February 10, 2022**  
By: Theodore Eidukas  
VP - Regulatory Affairs  
Milwaukee, Wisconsin



**Effective for Service  
On and After: September 3, 2020  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: October 9, 2007  
In Case No: U-15152**

**SECTION C PART I  
COMPANY RULES AND REGULATIONS FOR ALL CUSTOMERS**

**INTENT OF SECTION C – PART 1**

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 Character of Service.**

Characteristics of service are set forth in the individual rate sheets contained in these Rules, Regulations and Rate Schedules. The Company reserves the right to change its system, the kind of gas supplied and its method of operation from time to time, pursuant to law and the provisions of these Rules, Regulations and Rate Schedules as, in its judgment, is necessary or advisable for economical and proper service to the public, subject to the lawful jurisdiction of the Michigan Public Service Commission.

**C1.2 Provisions Hereof Subject to Termination, Change or Modification.**

These Rules, Regulations and Rate Schedules, general information, terms and conditions, characteristics of service, forms of application and other provisions contained or referred to herein or in any revised sheet thereof, including agreements for service, are subject to such termination, change or modification, at any time, as may be provided by the lawful orders of the Michigan Public Service Commission. The Company reserves the right, in any manner permitted by law and at any time to terminate, change or modify these Rules, Regulations and Rate Schedules, general information, terms and conditions, characteristics of service, forms of application and other provisions contained herein and in any revised sheet thereof including agreements for service.

**C1.3 Inauguration of Service.**

An application for gas service by the owner or occupant of a building or premise may be made at any District Office of the Company or to a duly authorized representative of the Company. Written application will be required when an extension of gas mains or connections thereto is required. Application forms will be furnished by the Company on request. An application or agreement for service or for extension of gas mains or connections thereto shall not be modified or affected by any promise, agreement or representation, orally or in writing, by any agent or employee of the Company, except as expressly provided in these Rules, Regulations and Rate Schedules.

Continued on Sheet No. C-2.00

Issued: January 2, 2008  
By J F Schott  
VP Regulatory Affairs  
Green Bay, Wisconsin



Effective for Service  
On and After: October 10, 2007

Issued Under Authority of  
Michigan Public Service Commission  
Dated: October 9, 2007  
In Case No: U-15152

Continued From Sheet No. C-1.00

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

### **C1.4 Permits.**

The Company will make, or cause to be made, application for any necessary street permits for installing its facilities and shall not be required to furnish gas service until a reasonable time after such permits are granted. The customer shall obtain, or cause to be obtained by his contractor or representative, and present to the Company for registration, and easements, rights of way, permits (except street permits), consents and certificates necessary to give the Company or its representatives access to his installation and equipment and to enable its service pipe to be connected therewith, or for other purposes in connection with the supply of gas service. No application will be deemed to be complete until all permits (except street permits), easements, rights of way, consents and certificates have been obtained by the customer and presented to the Company for registration.

## **C2. CONTROLLED SERVICE**

### **C2.1 Scope.**

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

### **C2.2 Application.**

- (a) All customers requesting firm gas service, except those seeking gas for residential use or for single family space heating use, must make written application for such service on a form provided by the utility.
- (b) Existing firm sales customers requesting to attach additional gas burning equipment, or existing transportation customers seeking firm sales service, 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.

### **C2.3 Approval.**

- (a) As the Company is able to contract for new gas supplies at reasonable and prudent prices, terms, and conditions, applications for firm sales service will be approved.
  - (i) Approval will be on a first-come, first-served basis within each Controlled Service Priority.

Continued on Sheet No. C-3.00

Issued: January 2, 2008  
By J F Schott  
VP Regulatory Affairs  
Green Bay, Wisconsin



Effective for Service  
On and After: October 10, 2007

Issued Under Authority of  
Michigan Public Service Commission  
Dated: October 9, 2007  
In Case No: U-15152

Continued From Sheet No. C-2.00

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

**C2.3 Approval. (Contd.)**

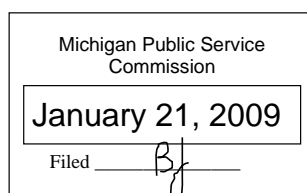
- (ii) The Company will open the highest priority first. If all the applicants within that priority are granted firm gas service, and sufficient supply is available, the next highest priority will be opened.
- (iii) If the available supply is committed before granting all applicants firm gas service, then those applicants who do not receive firm gas 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 immediate 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 service is not initially granted, shall have his application for firm gas 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.

**C2.4 Forfeiture.**

- (a) An applicant who is not initially granted firm gas service, shall notify the Company in writing, within 30 days of date of notification of approval, of his intention to accept firm gas service, otherwise approved application is void.
- (b) A customer shall install the necessary equipment and commence gas service by the date specified in the company's notification of approval, otherwise the customer forfeits his reservation of firm supply.
- (c) The Company reserves the right to discontinue service to any customer who violates any of the provisions of this Rule.

Continued on Sheet No. C-4.00

Issued: January 14, 2009  
By J F Schott  
VP Regulatory Affairs  
Green Bay, Wisconsin



Effective for Service  
On and After: January 14, 2009  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: January 13, 2009  
In Case No: U-15549

Continued From Sheet No. C-3.00

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

### **C2.5 Impact on Existing Customers.**

- (a) The Company may grant firm sales service to new customers, or permit the attachment of additional gas burning equipment by existing customers, when:
  - (i) Current system supplies are sufficient to provide reliable long term service to both the Company's existing firm sales customers and the new firm sales load being attached.
  - (ii) The acquisition of additional long term supplies allows the attachment of new firm sales load. The Company will be held responsible to justify the reasonableness and prudence of such additional gas acquisitions at its GCR Plan and Reconciliation proceedings.
- (b) The Company may not grant firm sales service to new customers or permit the attachment of additional gas burning equipment by existing customers, if:
  - (i) The Company is curtailing any firm customers under the capacity curtailment provisions of Rule C3.
  - (ii) The Company is curtailing any firm customers under the Gas Supply Deficiency provisions of Rule C3; except that the Company may attach new residential customers provided no customers in curtailment Priority Two are being curtailed.

### **C2.6 Restricted Sales.**

- (a) As a result of warmer-than-normal weather, or other factors, the Company may have system-supply volumes in excess of its immediate firm sales load. The Company may sell such excess gas to other than system supply customers. However, the availability of system supply gas to non-system supply customers is conditioned on and subject to:
  - (i) The requirements of present and future firm system supply customers of the utility;
  - (ii) The provision of a net economic benefit to the utility's system supply customers as a result of the sale of excess system supply gas;
  - (iii) Demonstration by the Company at its GCR Reconciliation proceeding that the sale of excess system supply caused no detriment to its system supply.

Continued on Sheet No. C-5.00

Issued: January 2, 2008  
By J F Schott  
VP Regulatory Affairs  
Green Bay, Wisconsin



Effective for Service  
On and After: October 10, 2007

Issued Under Authority of  
Michigan Public Service Commission  
Dated: October 9, 2007  
In Case No: U-15152

Continued From Sheet No. C-4.00

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

**C2.6 Restricted Sales. (Contd)**

- (iv) The designation of all sales of excess system supply as super-interruptible load subject to curtailment Category Five of Rule C3.
- (v) Commission approval of such sales on a special contract basis, limited as to time and volume.
- (b) From time to time the Company may have gas supplies available to it on a short term or best efforts basis, that are not required for, and are incremental to system supply. Such supply may be sold on a special contract basis, limited as to time and volumes, and subject to Commission approval. At its GCR Reconciliation proceeding, the Company must demonstrate that such incremental supplies sold on a special contract basis caused no detriment to its system supply.

**C2.7 Priorities.**

- (a) For purposes of controlling which new customers seeking firm sales status, if any, may be granted such status, the following categories are hereby established, of which Priority Six constitutes the lowest priority and Priority One the highest priority:

**PRIORITY ONE**

The use of natural gas by any residential or commercial customer for any purpose except space heating or air conditioning.

**PRIORITY TWO**

The use of natural gas by any residential customer for space heating or air conditioning and the use of natural gas for services essential for public health and safety.

**PRIORITY THREE**

The use of natural gas by any industrial customer for industrial processing or in gas fired after burners to limit or abate obnoxious odors or air pollution.

Continued on Sheet No. C-6.00

Issued: January 2, 2008  
By J F Schott  
VP Regulatory Affairs  
Green Bay, Wisconsin



Effective for Service  
On and After: October 10, 2007

Issued Under Authority of  
Michigan Public Service Commission  
Dated: October 9, 2007  
In Case No: U-15152

Continued From Sheet No. C-5.00

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

**C2.7 Priorities. (Contd)**

**PRIORITY FOUR**

The use of natural gas by any non-residential customer for space heating or air conditioning.

**PRIORITY FIVE**

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

**PRIORITY SIX**

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

- (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 Michigan Public Service Commission. The matter will be considered by the Commission pursuant to its Rules of Practice relating to petitions or complaints.

Continued on Sheet No. C-7.00

Issued: January 2, 2008  
By J F Schott  
VP Regulatory Affairs  
Green Bay, Wisconsin

Effective for Service  
On and After: October 10, 2007

Issued Under Authority of  
Michigan Public Service Commission  
Dated: October 9, 2007  
In Case No: U-15152





Continued From Sheet No. C-6.00

### **C3. CURTAILMENT OF GAS SERVICE**

#### **C3.1 Definitions**

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

- (a) **Capacity deficiency** shall mean emergency situations whereby anticipated load may temporarily exceed 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 C3.2(d)(iii) of this rule.
- (b) **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 C3.2(d)(i) of this rule.
- (c) **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.
- (d) **Customers**, unless otherwise specified, shall mean sales customers, transportation customers and storage customers.
- (e) **Deliveries** shall mean both transportation and sales volumes.
- (f) **Electric Power Generation shall mean the use of natural gas for the generation of electricity.**
- (g) **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.
- (h) **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, actions of the government restricting use of the Company's facilities or operations, either Federal or State, civil or military disturbances. Force majeure shall also mean shutdowns for purposes of necessary repairs, relocation, or construction of facilities; inability to maintain sufficient pressure;

Continued on Sheet No. C-8.00

Issued: **December 12, 2023**  
By: **Theodore Eidukas**  
VP - Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service  
Commission  
**December 18, 2023**  
Filed by: DW

Effective for Service  
On and After: **January 1, 2024**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **August 30, 2023**  
In Case No: **U-21366**

Continued From Sheet No. C-7.00

### C3. CURTAILMENT OF GAS SERVICE (Condt.)

#### C3.1 Definitions. (Contd.)

- (i) **Force majeure (contd.)** pressure; failure of electronic data capability; breakage or accident to machinery or lines of pipeline; 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, rights of way or permits, or labor to perform or comply with any obligation or condition of service; 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.
- (j) **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.
- (k) **Pipeline system constraint condition** shall mean any situation where a pipeline serving the Company reduces its daily balancing tolerance for transporters (including the Company) delivering gas into the Company's system or increases its imbalance or unauthorized overrun charges temporarily because of capacity limitations or for other reasons.
- (l) **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.
- (m) **Requirements 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 as are found qualified by the Michigan Public Service 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 Michigan Public Service Commission.

Continued on Sheet No. C-9.00

Issued: **December 12, 2023**  
By: **Theodore Eidukas**  
VP - Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service Commission
<b>December 18, 2023</b>
Filed by: DW

Effective for Service  
On and After: **January 1, 2024**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **August 30, 2023**  
In Case No: **U-21366**

Continued From Sheet No. C-8.00

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

#### **C3.1 Definitions. (Contd.)**

- (n) **Residential gas requirements** shall include all direct natural gas usage for space heating, cooking, water heating, and other residential uses in a single family dwelling or in an individual flat or apartment; or to two or more households served by a single meter (one customer) in a multiple family dwelling, or portion thereof. A “multiple family dwelling” includes such living facilities as, for example, cooperatives, condominiums and apartments; provided each household within such multiple family dwelling has the normal household facilities such as bathroom, individual cooking and kitchen sink. A “multiple family dwelling” does not include such living facilities as, for example, penal or corrective institutions, motels, hotels, dormitories, nursing homes, tourist homes, military barracks, hospitals, special care facilities or any other facilities primarily associated with the purchase, sale or supplying (for profit or otherwise) of a commodity, product, or service by a public or private person, entity, organization or institution.
- (o) **Supply deficiency** shall mean emergency situations whereby the Company is temporarily unable to procure gas supplies commensurate with its system requirements.
- (p) **System supply customer** shall mean those customers who purchase natural gas requirements from the Company

#### **C3.2 Curtailment of Gas Service.**

- (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, for example, out of extreme cold weather, a pipeline system constraint condition, a supply deficiency, a capacity deficiency, a capacity restriction 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 its customers in accordance with the curtailment procedures set forth below, irrespective of the contracts in force. This plan applies to all gas sales, transportation and storage service provided by the Company. 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-10.00

Issued: **December 12, 2023**  
By: **Theodore Eidukas**  
VP - Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service Commission
<b>December 18, 2023</b>
Filed by: DW

Effective for Service  
On and After: **January 1, 2024**  
Issued Under Authority of  
Michigan Public Service Commission  
Order Dated: **August 30, 2023**  
In Case No: **U-21366**

Continued From Sheet No. C-9.00

### **C3.2 Curtailment of Gas Service (Contd.)**

(b) Steps Prior to Curtailment

When there is adequate time during an emergency situation, and if applicable, the following steps will be implemented by the Company prior to the enforcement of the curtailment plan established by this Rule.

- (i) Curtail deliveries to any customer in excess of volumes allowed under contracts;
- (ii) Implement an Operational Flow Order (OFO) as further described in Section C3.2(c);
- (iii) Implement contingency contracts for emergency gas supply purchases established in advance. Seek to purchase additional gas supplies at prices which shall be regarded as reasonable and prudent under the conditions then existing;
- (iv) Make a public service announcement for voluntarily dial-down actions by system supply customers;
- (v) Ask transportation customers to voluntarily reduce use and/or increase deliveries.

(c) Implementation of an Operational Flow Order (OFO)

(i) Conditions for Implementation of an OFO

An OFO may only be implemented for any gas day during which one or more of the following conditions exist:

Continued on Sheet No. C-11.00

Issued: **December 15, 2015**  
By: D. M. Derricks  
Director Regulatory Affairs  
Green Bay, Wisconsin



Effective for Service  
On and After: **January 1, 2016**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **December 11, 2015**  
In Case No: **U-17880**

Continued From Sheet No. C-10.00

### C3.2 Curtailment of Gas Service. (Contd)

(ii) Conditions for Implementation of an OFO (Contd)

- a) The forecast calls for a 65 Corrected Degree Day Deficiency (CDDD) or more.
- b) One or more of the pipelines serving the Company restricts the availability of authorized overrun service.
- c) One or more of the pipelines serving the Company curtails interruptible deliveries and/or firm transportation via primary or secondary delivery points.
- d) One or more of the pipelines serving the Company declares some form of system constraint condition.
- e) One or more of the pipelines serving the Company issues its own OFO or its equivalent to the Company.
- f) As a preemptive action on the part of the Company to obviate the need to curtail firm gas deliveries due to an emergency on the Company's system.

(iii) Scope of an OFO

The OFO will be issued to those customers whose gas usage or nominating activity can be changed in order to minimize a) the potential of a curtailment on all or a portion of the Company's system or b) the potential imposition of penalties upon the Company.

(iv) Notice of an OFO

a) Preliminary notification of a possible OFO

To the extent possible or practical, the Company will notify all potentially affected transportation or storage service customers via telephone, facsimile or **email after automated email notifications become technically feasible for the Company** as soon as it believes that an OFO may be required. Notice will indicate the period the OFO may be in effect and the anticipated level of restricted daily tolerance or authorized storage injection/withdrawal levels.

b) Notification of an OFO

If the decision is made to implement an OFO, the Company will notify all affected transportation customers via telephone, facsimile or **email after automated email notifications become technically feasible for the Company**. It is the customers' responsibility to inform the Company of the correct telephone and facsimile numbers **and email addresses** and,

Continued on Sheet No. C-12.00

Issued: March 18, 2013  
By J F Schott  
VP Regulatory Affairs  
Green Bay, Wisconsin



Effective for Service  
On and After: March 16, 2013  
Issued Under Authority of  
Michigan Public Service Commission  
Dated : March 15, 2013  
In Case No. U-17154

Continued From Sheet No. C-11.00

### **C3.2 Curtailment of Gas Service (Contd.)**

b) Notification of an OFO (contd.)

If appropriate and available, to monitor the Company's electronic communication system for notice of an OFO. A facsimile or email confirmation sheet to the last facsimile number or email address provided by the customer will be conclusive evidence that the Company provided appropriate notice. The Company will issue notice as soon as possible in advance of the deadline for nominations on the upstream pipelines and in advance of the Company's Gas Track Online nomination deadline as specified on Sheet No. E-5.00. Notice will indicate the period the OFO will be in effect, and the need for nomination changes, if necessary, to balance usage with gas deliveries to the Company. OFOs restricting storage service will indicate the authorized injection/withdrawal level. As soon as the Company determines that it is in a position to cancel the OFO, it will notify all affected transportation customers via telephone or facsimile **or** by email after automated email notifications become technically feasible for the Company as to when the OFO is canceled.

(v) OFO Conditions

a) High Flow Constraint Period

- i). A high flow constraint period can be declared when:
  - 1) The Company determines that distribution capacity limitations will affect the ability to serve customers in a specific geographic area for a specified period; or
  - 2) The Company determines that the expected demand may exceed the expected supply for a specified period.
- ii). When the Company determines that a high flow constraint condition exists, the Company can declare a "High Flow Constraint Period" and customers must limit their consumption.
- iii). The customer shall limit its daily consumption of gas to its total daily delivered supply until notified by the Company that the "High Flow Constraint Period" has ended.
- iv). Any customer consuming more than its daily delivered supply of gas on any given day during a "High Flow Constraint Period" shall be deemed to have "Unauthorized Usage". Unauthorized Usage shall be subject to OFO penalty charges as outlined below. The Unauthorized Usage for gas transportation service shall be determined by using the Company's remote meter reading equipment.

Continued on Sheet No. C-12.01

Issued: **December 15, 2015**  
By: D. M. Derricks  
Director Regulatory Affairs  
Green Bay, Wisconsin



Effective for Service  
On and After: **January 1, 2016**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **December 11, 2015**  
In Case No: **U-17880**

Continued From Sheet No. C-12.00

### C3.2 Curtailment of Gas Service (Contd.)

(v) OFO Conditions (Contd.)

a) High Flow Constraint Period (Contd.)

- v). For Transportation customers utilizing the Aggregation of Accounts option outlined in section E-5.3 of MGUC's Transportation Tariff, for purposes of determining "Unauthorized Usage" during a "High Flow Constraint Period" **daily meter reads will be utilized** and OFO penalties will be assessed accordingly.
- vi). For each Third Party Pool and/or Stand-Alone customer, on a daily basis during a High Flow Constraint Period, the undertake difference between the entire pool's and/or customer's Adjusted Scheduled Delivered Quantity and the entire pool's and/or customer's actual usage will be divided into two blocks as defined below. The number of Mcf's in each block will be multiplied by the respective rate for that block in accordance with the following table:

Percent Undertake Difference From Adjusted Scheduled Delivered Quantity	Rate Per Mcf (See Sheet E-13.00 for current effective rates)
>0.0% up to 10.0%	
>10.0%	

b) Low Flow Constraint Period

- i). A low flow constraint period can be declared when:
  - 1) The Company determines that the expected supply delivered to a geographic area may exceed expected demand for a specified period; or
  - 2) The capacity to manage excess city gate supply is inadequate to manage the expected excess supply delivered by the Company and/or customers; or the Company's gas supply plan may not accommodate unplanned storage injections.
- ii). When the Company determines that a low flow constraint condition exists, the Company can declare a "Low Flow Constraint Period" and customers must consume all gas delivered into the Company's system.
- iii). The Company shall require the customer to consume all gas delivered into the Company's system each day until they are notified by the Company that the "Low Flow Constraint Period" is ended.

Continued on Sheet No. C-12.02

Issued: **December 21, 2016**  
By: Theodore Eidukas  
VP - Regulatory Affairs  
Milwaukee, Wisconsin



Effective for Service  
On and After: **January 1, 2017**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **December 20, 2016**  
In Case No: **U-18139**

Continued From Sheet No. C-12.01

### C3.2 Curtailment of Gas Service (Contd.)

#### b) Low Flow Constraint Period (Contd.)

- iv). Any customer consuming less than the amount of gas delivered into the Company's system during a "Low Flow Constraint Period" shall be deemed to have "Excess Deliveries". Excess Deliveries shall be subject to OFO penalty charges as outlined below. The Excess Deliveries for gas transportation service shall be determined using Company remote meter reading equipment.
- v). For Transportation customers utilizing the Aggregation of Accounts option outlined in section E-5.3 of MGUC's Transportation Tariff, for purposes of determining "Excess Deliveries" during a "Low Flow Constraint Period" **daily meter reads will be utilized** and OFO penalties will be assessed accordingly.
- vi). For each Third Party Pool and/or Stand-Alone customer, on a daily basis during a Low Flow Constraint Period, the overtake difference between the entire pool's and/or customer's Adjusted Scheduled Delivered Quantity and the entire pool's and/or customer's actual usage will be divided into two blocks as defined below. The number of Mcf's in each block will be multiplied by the respective rate for that block in accordance with the following table:

Percent Overtake Difference From Adjusted Scheduled Delivered Quantity	Rate Per Mcf
>0.0% up to 10.0%	(See Sheet E-13.00 for current effective rates)
>10.0%	

#### (vi) Penalties for Violation of an OFO

##### a) Unauthorized Usage (High Flow Constraint Period):

After the Company has provided actual notice of implementation of an OFO, any gas usage in excess of the volumes authorized (delivered gas volume) during the period when the OFO has been instituted will be subject to unauthorized usage charges. Such charges shall be in addition to those normal charges made under the applicable rate schedules. The charge for any unauthorized usage shall include both the cost of gas purchased plus \$10 per Mcf, regardless if the Company is assessed any penalties. The cost of gas purchased will be reflected as a sale of gas to the customer and will be the highest Common index price reported for MichCon, Consumers Energy or Chicago LDCs as reported by Gas Daily on the day the unauthorized usage occurred. The highest Common index price will be at the 75<sup>th</sup> percentile for the day of unauthorized usage.

Continued on Sheet No. C-12.03

Issued: **December 21, 2016**  
By: Theodore Eidukas  
VP - Regulatory Affairs  
Milwaukee, Wisconsin



Effective for Service  
On and After: **January 1, 2017**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **December 20, 2016**  
In Case No: **U-18139**



Continued From Sheet No. C-12.02

### C3.2 Curtailment of Gas Service (Contd.)

(vi) Penalties for Violation of an OFO (Contd.)

In the event that Gas Daily discontinues its reporting of such prices, any comparable reporting service plus \$10 per Mcf shall apply. In the event that the Company receives a resulting pipeline penalty, the charge for any unauthorized usage by a transportation customer required to operate under the OFO shall be the higher of the penalty assessed by the pipeline (if a customer utilizes multiple pipelines, penalties shall be assessed to the customers utilizing the effected pipeline based upon their portion of the volumes moved on each pipeline) or the index price plus \$10 per Mcf. The Company will make reasonable efforts to avoid or minimize pipeline penalties by attempting to incur the lower of pipeline penalties or the cost of purchasing additional gas. **The unauthorized usage penalty charge of \$10 per Mcf will be billed as a separate line item from the cash-out (commodity) purchased. The volume of gas sold to the customer shall be accredited to the customer assessed the unauthorized usage charge.**

b) Excess Delivery (Low Flow Constraint Period):

Any gas delivered in excess of the metered consumption volumes during the period when the OFO has been instituted will be subject to "Excess Delivery" charges, with such charges being in addition to those normal charges made under the applicable rate schedules. The charge for any excess deliveries shall be \$10 per Mcf, regardless of whether the Company is assessed any penalties. In the event that the Company receives a resulting pipeline penalty, the charge for any excess deliveries by a transportation customer required to operate under the OFO shall be the higher of the penalty assessed by the pipeline (the largest penalty if multiple pipelines are utilized) or \$10 per Mcf. Excess delivery charges will be billed separately from any cash-outs.

Corrective actions on the part of the customer beyond those identified in the Company's Rate Book, Section E, Gas Transportation, will need to be discussed with, scheduled with and pre-approved by the Company's Gas Supply department, subject to seasonal restrictions and operational constraints of the system; such approval shall not be unreasonably withheld.

Continued on Sheet No. C-13.00

Issued: **December 15, 2015**  
By: D. M. Derricks  
Director Regulatory Affairs  
Green Bay, Wisconsin



Effective for Service  
On and After: **January 1, 2016**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **December 11, 2015**  
In Case No: **U-17880**

Continued From Sheet No. C-12.03

### **C3.2 Curtailment of Gas Service (Contd.)**

(vi) Penalties for Violation of an OFO (Contd.)

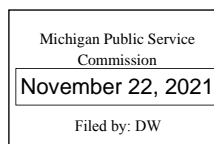
**c) Nominations and Waivers:**

The Company reserves the right to reject any nomination on a particular pipeline that does not meet its operational requirements. Rejecting or confirming nominations by the Company does not release the transportation customer/supplier from its obligations under the tariff. Failure to pay an unauthorized usage or excess delivery charge when due shall subject the customer to termination of gas service.

The Company reserves the right to waive, on a non-discriminatory basis, any unauthorized usage charge non-pipeline penalty for violating an OFO if such penalty is the result of actions beyond the customer's control. Penalties collected by the Company will be credited to the Company's booked GCR cost of gas sold.

Continued on Sheet No. C-13.01

Issued: **November 17, 2021**  
By: **Theodore Eidukas**  
VP Regulatory Affairs  
Milwaukee, Wisconsin



Effective for Service  
On and After: **January 1, 2022**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **September 9, 2021**  
In Case No: **U-20718**

Continued From Sheet No. C-13.00

### C3.2 Curtailment of Gas Service. (Contd)

**Circumstances in which the Company may elect to waive a non-pipeline penalty for violating an OFO include when a customer violates an OFO due to adjustments made in reliance upon daily volumetric flow data from equipment installed pursuant to Section E5.1 that has been maintained in accordance with manufacturer's recommendations, and such equipment causes the volumetric flow data to be in error.**

(d) Notice and Method of Curtailment

If a curtailment becomes necessary, the 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. **The notice will be provided via telephone or facsimile or by email after automated email notifications become technically feasible for the Company.**

(i) 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 residual firm capacity shall be curtailed in accordance with the curtailment priority categories set forth in subparagraph (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 affected 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)(v) 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.

Continued on Sheet No. C-14.00

Issued: March 18, 2013  
By J F Schott  
VP Regulatory Affairs  
Green Bay, Wisconsin



Effective for Service  
On and After: March 16, 2013  
Issued Under Authority of  
Michigan Public Service Commission  
Dated : March 15, 2013  
In Case No. U-17154

Continued From Sheet No. C-13.00

### **C3.2 Curtailment of Gas Service. (Contd)**

- (ii) If a 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 C3.2(d)(i), subject to the following condition.

For transportation customers, negative daily imbalances incurred shall be curtailed pursuant to priorities determined as in Section E - Base Period and any usage in excess of deliveries (flowing pipeline supplies) will be subject to penalty as described in C3.2(j). Usage in balance with deliveries on a daily basis is exempt from curtailment under this paragraph.

- (iii) If curtailment becomes necessary due to an emergency situation resulting in a capacity deficiency, the Company shall curtail gas service in accordance with Section C3.2(d)(i).

Any usage above the curtailed volume shall be considered unauthorized and is subject to penalty as described in C3.2(j).

- (e) Base Period

- (i) 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 December 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 shall be adjusted for equipment added or deleted and new loads.
- (ii) 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 Priority One through Five shall apply in the aggregate for all equipment of the same end-use rather than on a unit of equipment basis.
- (iii) 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-15.00

Issued: January 2, 2008  
By J F Schott  
VP Regulatory Affairs  
Green Bay, Wisconsin



Effective for Service  
On and After: October 10, 2007

Issued Under Authority of  
Michigan Public Service Commission  
Dated: October 9, 2007  
In Case No: U-15152

Continued From Sheet No. C-14.00

### **C3.2 Curtailment of Gas Service. (Contd)**

(f) Curtailment Priorities

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

#### **PRIORITY FIVE**

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

#### **PRIORITY FOUR**

Commercial and industrial gas requirements in excess of 20,000 Mcf per the base period month being curtailed.

#### **PRIORITY THREE**

Commercial and industrial gas requirements of 8,334 to 20,000 Mcf per the base period month being curtailed.

#### **PRIORITY TWO**

Non-residential customers having commercial gas requirements of 1,250 Mcf to 8,333 Mcf per the base period month being curtailed and industrial gas requirements of 8,333 Mcf or less per the base period month being curtailed.

#### **PRIORITY ONE**

Residential gas requirements, commercial gas requirements less than 1,250 Mcf per the base period month being curtailed, requirements for plant protection, and requirements for services essential for public health and safety not covered by an alternate fuel.

Continued on Sheet No. C-16.00

Issued: January 2, 2008  
By J F Schott  
VP Regulatory Affairs  
Green Bay, Wisconsin



Effective for Service  
On and After: October 10, 2007

Issued Under Authority of  
Michigan Public Service Commission  
Dated: October 9, 2007  
In Case No: U-15152

Continued From Sheet No. C-15.00

### **C3.2 Curtailment of Gas Service. (Contd)**

- (f) Curtailment Priorities (Contd)
- (ii) 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 Section E above. Any volumes for which the LDC fails to provide such information shall be presumed to be in Priority Five.
  - (iii) During an emergency curtailment of gas service, public utilities that generate and distribute electricity shall be granted Priority One service for that portion of the gas requirements of owned or firm contracted generation necessary to the discharge of the utilities' obligation to provide services.
    - a) Such classification of volumes qualifying for Priority One shall be contingent upon the electric utility exercising due diligence in taking reasonable steps to minimize the use of natural gas during the course of the gas emergency, and consistent with maintenance of electric system integrity. To the extent that certain actions can minimize the use of natural gas, such actions may include, but are not limited to the following:
      - i) Bring on line any non-gas reserve capacity.
      - ii) Switch gas fired dual-fuel generating plants to an alternate fuel.
      - iii) Attempt to procure incremental purchased power
      - iv) Curtail all non-firm off-system electric sales.
    - b) If, after having exhausted all available options to minimize the use of natural gas, conditions are such that curtailment of any portion of the remaining gas service to the electric utility will induce the implementation of the Emergency Electrical Procedures, then Priority One capacity shall be allocated to the electric utility:
      - i) Sufficient to obviate the need to implement short-term Emergency Electrical Procedures during the first week of the gas emergency provided that the company has not invoked curtailment of Priority One customers. If, however, the emergency is of such a severe nature that Priority One customers must be curtailed, then the Company shall provide sufficient gas service to the electric utility to allow it to maintain its system integrity as it implements, to the fullest extent required by the emergency, both its short-term and long-term Emergency Electrical Procedures.

Continued on Sheet No. C-17.00

Issued: January 2, 2008  
By J F Schott  
VP Regulatory Affairs  
Green Bay, Wisconsin



Effective for Service  
On and After: October 10, 2007

Issued Under Authority of  
Michigan Public Service Commission  
Dated: October 9, 2007  
In Case No: U-15152

Continued From Sheet No. C-16.00

### **C3.2 Curtailment of Gas Service. (Contd)**

(f) Curtailment Priorities (Contd)

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

(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 the Rule, the Company shall give end use 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 highest of a) the customer's reasonable costs associated with using alternate fuels during the period of diversion, b) the actual cost of the customer's diverted gas, or c) the highest city gate price of gas for the Company's end users contained in the publication "Gas Daily", delivered into the Company's system during the period of diversion. The Company shall not divert gas from transportation customers who do not have title to the gas being transported unless the owner of such gas voluntarily agrees that its gas may be purchased, borrowed or otherwise diverted by the Company pursuant to Option 1 or 2 above. Nothing in these Rules relieves the Company from its obligation, under Act 304, of demonstrating the reasonableness and 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.

Continued on Sheet No. C-18.00

Issued: January 2, 2008  
By J F Schott  
VP Regulatory Affairs  
Green Bay, Wisconsin



Effective for Service  
On and After: October 10, 2007

Issued Under Authority of  
Michigan Public Service Commission  
Dated: October 9, 2007  
In Case No: U-15152

Continued From Sheet No. C-17.00

### **C3.2 Curtailment of Gas Service. (Contd)**

(i) Enforcement

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

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

(j) Penalty for Violation of Curtailment of Gas Service

After the Company has provided actual oral or written notice of implementation of a curtailment pursuant to Part C3.2 to the affected end use customer, any gas used by such customer in excess of the volumes authorized pursuant to Part C3.2(d) during the period when a curtailment has been instituted will be subject to unauthorized use charges, with such charges being in addition to those normal charges made under the applicable rate schedules. The charge for such unauthorized usage shall be the highest price reported during the period of curtailment for MichCon, Consumers Energy or Chicago LDCs as reported by Gas Daily plus \$10 per Mcf or, in the event that Gas Daily discontinues its reporting of such prices, any comparable reporting service plus \$10 per Mcf. Gas subject to unauthorized usage charges will be considered a sale of gas. In the event that the Company receives a resulting pipeline penalty because of unauthorized usage, the charge for any unauthorized usage shall be the higher of the penalty assessed by the pipeline (the largest penalty if multiple pipelines) or the index price plus \$10 per Mcf. Failure to pay an unauthorized use charge when due shall subject the customer to termination of gas service. Unauthorized use charges collected by the Company will be credited to the Company's booked GCR cost of gas sold.

### **C3.3 Limitation of Liability.**

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

Continued on Sheet No. C-19.00

Issued: January 2, 2008  
By J F Schott  
VP Regulatory Affairs  
Green Bay, Wisconsin



Effective for Service  
On and After: October 10, 2007

Issued Under Authority of  
Michigan Public Service Commission  
Dated: October 9, 2007  
In Case No: U-15152



Continued From Sheet No. C-18.00

### **C3.4 Budget Billing**

#### Definition

Budget Billing distributes the estimated annual payments required into equal amounts over a 12-month period to lessen the impact of large bills incurred in a few consecutive months.

An adjustment is applied to the bills due during the first 11 months of the budget year to make the amount due for current service equal to the budget amount. The difference between the actual billing and the budget amount is accumulated as "not due" and is applied to the bill due the last month of the budget year, unless the customer discontinues service before that time or the budget is cancelled for some reason.

#### Availability

Budget Billing is available to existing residential and commercial customers who receive service for a full 12-month period. A budget payment plan may be established at any time of the year.

#### Budget Amount and Administration

The monthly budget amount shall be calculated by the utility on the basis of the estimated consumption and estimated applicable rates through the end of the budget year. A budget year begins with the customer's first bill on the budget plan and ends after 12 months.

An applicant for a budget plan shall be informed at the time of application that budget amounts shall be reviewed and changed every six months, if necessary, in order to reflect current circumstances. Adjustments to the budget amount will be made with the objective that the customer's underbilled or overbilled balance in the 12th month of the budget year shall be equal to one month's budget amount.

Customers on Budget Billing shall be notified of adjustments through either a bill insert or message on the bill. When an adjustment is made to a budget payment amount, the customer will be informed of the adjustment at the same time the bill containing the adjustment is rendered.

Customers who have arrearages shall be allowed to establish a budget payment plan by signing a deferred payment agreement for the arrearage. The deferred payment amount is not subject to late payment charges; however, budget payment plans shall be subject to late payment charges. In addition, if a budget payment is not paid, the customer shall be notified with the next billing that if proper payment is not received subsequent to this notification, the next regular billing may effectuate the removal of the customer from the budget plan and reflect the appropriate amount due.

Continued on Sheet No. C-18.02

Issued: **April 29, 2015**  
By D M Derricks  
Asst. VP Regulatory Affairs  
Green Bay, Wisconsin



Effective for Service  
On and After: **August 15, 2015**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **April 23, 2015**  
In Case No. U-17759

Continued from Sheet No. C-18.01

### **C3.4 Budget Billing (contd.)**

At the end of a budget year, if an underbilled or overbilled balance exists in a customer's account, the balance shall be handled as follows:

- 1) A customer's debit balance will be consolidated into the new budget amount or, at the customer's option, will be paid in full or, on a deferred basis.
- 2) A customer's credit balance will be applied against the customer's account or, at the customer's option, a refund will be made or, it will be consolidated into the new budget amount.

#### Determination of Budget Amount

The regular budget amount is determined by taking the actual energy related bill amount and dividing this by the number of billing days in the period to get an average cost per day. This average cost per day is then multiplied by 30 to determine a monthly amount. The monthly amount will then be multiplied by a multiplier for rates and a multiplier for weather. The rate multiplier is only added if the costs are going up or down dramatically. The weather multiplier is a 2 digit number based upon degree days.

#### Billing Method

The difference between actual service used and the budget amount is calculated monthly during the budget year. The adjustment may be a charge or credit to make the amount due for current service equal to the budget amount. The adjustment is printed on all bills during the customer's budget year.

All budget accounts are billed as scheduled each month. The readings are estimated if an actual reading is not obtained. The adjustment to any "late cycle" billing of budget accounts is made equal to the amount of the billing, since the budget amount has already been billed.

The difference between the actual billing and budget amount (the adjustment) is accumulated each month as "not due". The "not due" balance, including the current adjustment, is printed at the bottom of the bill and may be a charge or a credit.

The amount remaining as "not due" is applied to the bill due at the end of the customer's budget year unless the customer discontinues service before that time or the budget is cancelled. If the budget amount is accurate, the weather is normal, and there are no rate or tax changes, the balance should be roughly equal to the budget amount. The "not due" balance is applied to the final bill if the customer discontinues service.

Issued: **April 29, 2015**  
By D M Derricks  
Asst. VP Regulatory Affairs  
Green Bay, Wisconsin



Effective for Service  
On and After: **August 15, 2015**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **April 23, 2015**  
In Case No. U-17759

#### **C4. APPLICATION OF RATES**

##### **C4.1 Service to non-permanent structures.**

When service is to be used at construction sites, or in other non-permanent structures where the facilities installed to provide service will not be used for permanent supply, the customer will be required to pay in advance to the Company a sum of money, which shall be the estimated non-recoverable cost of furnishing and installing all facilities of the Company necessary to provide such service, and the removal thereof. The customer shall not be relieved from his obligation to fulfill the term and minimum charge provisions of his agreement for service.

##### **C4.2 Limitations Upon Service.**

The Company's offer to supply gas service, including extensions of mains and service pipes are subject to the provisions, conditions and limitations from time to time imposed by orders, rules and regulations of governmental agencies having jurisdiction over the Company and are also contingent upon the Company's ability to obtain and use the necessary equipment, materials, facilities and labor.

During those periods of time when the Company is not able to obtain a sufficient supply of natural gas to meet the requirements of its existing customers, and/or to meet requests for natural gas service by new residential, commercial or industrial customers, it will be compelled to decline to attach new customers in order to avoid jeopardizing service to existing customers. In addition, the Company may be compelled, due to an insufficient supply of natural gas, to decline to make available additional loads to existing customers. Also, during a period of insufficient gas supply, the Company shall have the right to institute and maintain curtailments of gas service in accordance with the provisions of Rule B4 of these Rules, Regulations and Rate Schedules.

The Company may restrict existing industrial and commercial customers to that quantity of natural gas used during a twelve (12) month period determined by the Company and may enforce any such restriction by discontinuance of natural gas service to any industrial or commercial customer which violates such restriction until the Company is satisfied that any such industrial or commercial customer will abide by the restriction imposed.

During any such periods as described above, the Company will maintain priority lists which will be utilized to the extent practicable in the allocation of any additional gas supply received by the Company.

Continued on Sheet No. C-20.00

Issued: **April 29, 2015**  
By D M Derricks  
Asst. VP Regulatory Affairs  
Green Bay, Wisconsin



Effective for Service  
On and After: October 10, 2007

Issued Under Authority of  
Michigan Public Service Commission  
Dated: October 9, 2007  
In Case No: U-15152

Continued From Sheet No. C-19.00

#### **C4. APPLICATION OF RATES (Condt.)**

##### **C4.3 Master Metered Systems.**

A **master meter system** is one that meets all of the following conditions:

- (a) The **system** is served by a single meter installation: and
- (b) The fuel lines are above or below **ground and extend from the meter to a point at which each fuel line terminates at outside utilization equipment or at the building wall (hereby called “termination points”);** and
- (c) **Three or more said termination points exist on the fuel line system;**
- (d) **The system serves a third party who routinely consumes gas.**

The customer served with a **master meter system** must enter into an inspection and maintenance contract with the Company covering such customer-owned gas distribution system(s). The gas distribution system(s) downstream of the meter shall be paid for and owned by the customer.

The installation of the gas distribution system(s) from the **master meter to each termination point will be** the responsibility of the Company in accordance with the Company's design, installation, operation and maintenance procedures for pipe system(s) and in accordance with the Standards of the Michigan Gas Safety Standards.

**Pursuant to R460.20335(3)** the charge to the customer for the installation of **or addition to** the underground gas distribution system(s), or any extensions or modifications thereto, will be at the Company's cost plus appropriate overheads.

With respect to customer-owned underground gas distribution system(s), **pursuant to R460.20335(4)** the customer will pay for the cost of inspection and maintenance of such underground gas distribution system(s) downstream of the meter at costs to be determined by the Company under terms agreed to in the Contract for Maintenance of Customer-Owned Underground Gas Distribution Systems as filed with the Michigan Public Service Commission. Extensions or modifications to customer-owned underground gas distribution system(s) shall be made only in accordance with the Contract for Maintenance of Customer-Owned Underground Gas Distribution Systems and shall be made by the Company.

Continued on Sheet No. C-21.00

Issued: **November 17, 2021**  
By: **Theodore Eidukas**  
VP Regulatory Affairs  
Milwaukee, Wisconsin



Effective for Service  
On and After: **January 1, 2022**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **September 9, 2021**  
In Case No: **U-20718**

Continued From Sheet No. C-20.00

**C4.3 Master Metered Systems (Contd.)**

Failure of a master metered customer to enter into and comply with the Contract for Maintenance of Customer-Owned Underground Gas Distribution Systems, as above described, shall be cause for cessation of gas service which will not be reinstated or installed until such contract has been executed and complied with.

**C4.4 Redistribution of gas service.**

Gas will not be supplied to any customer except for the customer's own use or for the use of the customer's tenants in the building or premise supplied with gas under the service agreement between the Company and the customer. Gas will not be supplied under a filed rate of this rate schedule for submetering or resale by or to any owner, tenant or occupant of any premises. A customer shall not submeter, resell or otherwise dispose of any gas supplied to him under any filed rate; except that a customer of the Company may redistribute such gas to his tenants in the premises supplied when the customer is supplied under a filed rate which does not prohibit such redistribution, and provided that no specific charge is made therein.

**C4.5 Notice of change in ownership of occupancy of premises.**

Immediately upon sale, lease or any other change in occupancy of the premises or any portion thereof supplied under an agreement for service, the customer shall give written notice to the Company of such change.

**C5. CUSTOMER RESPONSIBILITIES**

**C5.1 Access to premises.**

The Company shall have the right of access to its meter or appurtenances upon the customer's premises at all reasonable times for the purpose of reading meters, of inspecting or repairing its meters and appurtenances, or of removing its property, or for any other proper purpose. All authorized employees of the Company are provided with proper identification.

Continued on Sheet No. C-21.00

Issued: **December 12, 2023**  
By: Theodore Eidukas  
**VP - Regulatory Affairs**  
Milwaukee, Wisconsin

Michigan Public Service Commission
<b>December 18, 2023</b>
Filed by: DW

Effective for Service  
On and After: **January 1, 2024**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **August 30, 2023**  
In Case No: **U-21366**

Continued From Sheet No. C-20.00

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

Continued on Sheet No. C-22.00

Issued: **November 17, 2021**  
By: **Theodore Eidukas**  
VP Regulatory Affairs  
Milwaukee, Wisconsin



Effective for Service  
On and After: **January 1, 2022**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **September 9, 2021**  
In Case No: **U-20718**

Continued From Sheet No. C-21.00

## C5. CUSTOMER RESPONSIBILITIES (Contd.)

### C5.2 Discontinuance or withholding of service.

The customer is responsible for the payment of bills until service is ordered discontinued and the Company has had reasonable time for securing a final meter reading.

The Company may disconnect service **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.**

If service is terminated due to meter tampering or theft of gas, the customer may be required to bear all associated costs incurred by Michigan Gas Utilities, including, but not limited to, all materials charges, labor charges, investigation and prosecution costs, and such protective equipment as is deemed necessary.

A charge of **\$50.00** will be made to cover the cost of restoring service when it has been discontinued because of theft or meter tampering.

### C5.3 Liability.

(a) Continuity of supply.

Except for gas supplied under certain transportation rates and Interruptible sales service, the Company will endeavor at all times to provide a regular and uninterrupted supply of service, but the Company shall not be liable for loss or damage which the customer may sustain by reason of the failure of the service, whether caused by accidents, repairs or otherwise, or incurred by the use of gas or appliances or presence of the Company's property on the customer's premises. Nor shall the Company be held liable for loss or damage occurring under or by virtue of the exercise of authority or regulation by governmental, military or lawfully established civilian agencies, or due to condition or causes beyond the Company's control.

(b) Customer's equipment.

Neither by inspection or non-rejection, nor in any other way does the Company give any warranty expressed or implied as to the adequacy, safety or other characteristics of any structures, equipment, wires, pipes, appliances or devices owned, installed or maintained by the customer or leased by the customer from third parties.

Continued on Sheet No. C-23.00

Issued: **December 12, 2023**  
By: **Theodore Eidukas**  
VP - Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service Commission
<b>December 18, 2023</b>
Filed by: DW

Effective for Service  
On and After: **January 1, 2024**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **August 30, 2023**  
In Case No: **U-21366**

Continued From Sheet No. C-22.00

### **C5.3 Liability (contd.)**

(c) Selection of rate.

The Company will endeavor to assist a customer in the selection of the filed rate which may be most favorable to his requirements, but the responsibility for the selection of the rate lies with the customer and the Company makes no warranty, expressed or implied, as to the rates, classifications or provisions favorable to the future service requirements of the customer.

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

If a customer is in arrears with the Company, the customer is not eligible to switch rate classifications until arrearages have been paid in full or the Company grants a waiver.

### **C5.4 Service Charge for Reconnection of Discontinued Service For Non-Payment of Bills (Other Than Theft or Tampering).**

A charge of \$50.00 will be collected by the Company to offset the cost of restoring service during regular working hours to any customer whose previous service has been discontinued for nonpayment of bills or for any other breach by the customer of the Company's Rates, Rules and Regulations. If the customer specifically requests restoration of service after regular working hours and the customer is advised of the increased charge, a restoration charge of \$100.00 shall be collected. This charge shall become part of the customer's arrears and will be subject to the same payment requirements applicable thereto.

### **C5.5 Deposits.**

A reasonable cash deposit may be required of Residential customers according to Rules 9 and 10 (R460.109 and R460.110) and of Commercial customers according to Rule 13 (R460.2083), unless waived by the Company upon evidence of satisfactory credit in the opinion of the Company or if the account is guaranteed by a responsible party in lieu of deposit. Such guarantee must be in writing and specify maximum amount guaranteed by guarantor. If the customer refuses or fails to pay the required deposit or furnish a guarantor, the Company may withhold its service or discontinue its service. Interest on deposits from Residential customers shall accrue at the rate of **five** percent (**5%**) per annum and shall be credited semi-annually or upon return of the deposit, whichever occurs first. Interest on

Continued on Sheet No. C-24.00

Issued: **February 22, 2018**  
By: Theodore Eidukas  
VP Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service Commission
<b>February 22, 2018</b>
Filed <u>CEP</u>

Effective for Service  
On and After: **December 11, 2017**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **November 21, 2017**  
In Case No: **U-18120**



Continued from Sheet No. C-23.00

**C5.5 Deposits. (contd.)**

deposits for Commercial customers shall accrue at the rate of **five** percent (**5%**) per annum and shall be credited semi-annually or upon return of the deposit, provided that such deposit is held at least six (6) months.

**C5.6 Meter Reading and Billing Periods.**

Bills shall be rendered once each month as nearly as is possible on a normal monthly period. The term "month" for billing purposes will mean the period between any two consecutive readings to be taken as nearly practicable every 30 days. Reasonable efforts will be made to read the customer's meter at least once in two months on or about the same day of such meter reading month. When, for any reason, an actual meter reading is not obtained, the bill will be estimated on the basis of past service records, adjusted for seasonal variations. When past records are not available, billing will be based upon whatever other data are available. Each account shall be adjusted as necessary each time an actual meter reading is obtained. Bills rendered for gas service for periods when actual meter readings were not obtained, shall have the same force and effect as those based on actual meter readings.

Where the Company renders a bill for an elapsed period other than a regular billing period, the rates and charges will be prorated except that a customer who terminates service less than 28 days after the commencement of service will be billed for a month.

**C5.7 Payment of Bills.**

Bills for gas service furnished by the Company are due 21 days for residential customers and 21 days for non-residential customers from the date the bill is mailed (otherwise specified). Bills of the Company for service are payable at any District Customer Service Office or to a duly authorized "Payment Station" of the Company. Payment Stations are authorized to collect a fee from the customer for accepting payments.

**C5.8 Delinquent Bills.**

If any bill for gas service remains unpaid for a period of 26 days after it is rendered the Company shall have the right to discontinue such service upon ten days' notice in writing of its intentions to so discontinue, and such discontinuance of service may be in effect until such bill has been paid.

**C5.9 Charge for Nonsufficient Funds (NSF) Check.**

A charge of \$25.00 will be levied upon a customer for each check the customer issues the Company in payment for a gas bill when the check is returned to the Company marked NSF or closed account by the financial institution upon which the check is drawn. This charge will become part of the customer's arrears and will be subject to the same requirements applicable thereto.

Continued on Sheet No. C-25.00

Issued: **February 22, 2018**  
By: Theodore Eidukas  
VP Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service Commission
<b>February 22, 2018</b>
Filed _____ CEP _____

Effective for Service  
On and After: **December 11, 2017**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **November 21, 2017**  
In Case No: **U-18120**

Continued From Sheet No. C-24.00

## **C6. CUSTOMER PROTECTIONS [DATA PRIVACY TARIFF]**

### **C6.1 DATA PRIVACY DEFINITIONS**

- A. “Aggregate Data” means any Customer Account Information from which all identifying information has been removed so that the individual data or information of a customer cannot be associated with that customer without extraordinary effort.**
- B. “Anonymized Data” means any Customer Data, from which all identifying information has been removed so that the individual data or information of a customer cannot be associated with that customer without extraordinary effort.**
- C. “Contractor” or “Company Agent” means an entity or person performing a function or service under contract with or on behalf of the Company, including, but not limited to customer service, energy management, energy efficiency programs, payment assistance, payroll services, bill collection, or other functions related to providing natural gas service.**
- D. “Customer” means a purchaser of natural gas that is supplied or distributed by a utility for residential or nonresidential purposes.**
- E. “Customer Account Information” means individually identifiable information including Personal Data and Customer Usage Data. Customer Account Information also includes information received by the Company from the customer for purposes of participating in regulated utility programs, including, but not limited to bill payment assistance, shutoff protection, renewable energy, load management, or energy efficiency.**
- F. “Customer Usage Data” [or “Consumption Data”] means customer specific gas usage data, or weather adjusted data, including but not limited to Ccf, Mcf, Therms, Dth, and other information that is recorded by the gas meter for the Company and stored in its systems.**
- G. “Informed Customer Consent” means, in the case where consent is required: the customer is advised of the (1) data or information to be collected and allowable uses of that data or information by the party seeking consent; (2) the frequency of data or information release and the duration of time for which the consent is valid; and (3) process by which the customer may revoke consent. In no case shall silence by the customer ever be construed to mean Informed Customer Consent. Customer consent must be documented and may be in writing, electronically, or through recording of an oral communication and shall remain in effect until withdrawn by the customer.**
- H. “Personal Data” [or “Personally Identifiable Information”] means specific pieces of information collected or known by the Company that can be used to identify or trace to a specific individual and that merit special protection including, but not limited to, the standard types of positive identification information used to**

Continued on Sheet No. C-26.00

Issued: **October 30, 2018**  
By: Theodore Eidukas  
VP Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service Commission
November 1, 2018
Filed DBR _____

Effective for Service  
On and After:  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **October 24, 2018**  
In Case No: **U-18485**

Continued From Sheet No. C-25.00

### C6.1 DATA PRIVACY DEFINITIONS (contd.)

#### H. "Personal Data" (contd.)

establish an account. Personal Data [Personally Identifiable Information] includes, but is not limited to, name, address, birth date, telephone number, electronic mail address, Social Security Number, financial account numbers, driver's license number, credit reporting information, bankruptcy or probate information, health information, network, or Internet protocol address.

I. "Primary Purpose" means the collection, use, or disclosure of information collected by the company or supplied by the customer where there is an authorized business need or emergency response in order to: (1) provide, bill, or collect for, regulated natural gas service; (2) provide for system, or operational needs; (3) provide services as required by state or federal law or as specifically authorized in the Company's approved tariff or; (4) plan, implement, or evaluate, energy assistance, energy management, renewable energy or energy efficiency programs by the Company or under contract with the Company, under contract with the Commission, or as part of a Commission-authorized program conducted by an entity under the supervision of the Commission, or pursuant to state or federal statutes governing energy assistance.

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

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

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

M. "Weather Adjusted Data" means consumption data for a given period that has been normalized using stated period's heating degree days.

N. "Written Consent" means a signed form with the customer's signature received by the Company through mail, facsimile, or email.

### C6.2 COLLECTION AND USE OF DATA AND INFORMATION

A. The Company, its Contractor or Company Agent collects Customer Account Information as necessary to accomplish Primary Purposes only. Informed Customer Consent is NOT necessary for Primary Purposes.

B. Informed Customer Consent is necessary before collection or use of Customer Account Information for a Secondary Purpose.

Continued on Sheet No. C-27.00

Issued: **October 30, 2018**  
By: Theodore Eidukas  
VP Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service Commission
November 1, 2018
Filed _____ DBR

Effective for Service  
On and After:  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **October 24, 2018**  
In Case No: **U-18485**

**Continued From Sheet No. C-26.00**

### **C6.2 COLLECTION AND USE OF DATA AND INFORMATION (contd.)**

- C. The Company will not sell Customer Account Information, except in connection with sales of certain aged receivables to collection firms for purposes of removing this liability from its accounts, unless it receives Informed Customer Consent.

### **C6.3 DISCLOSURE WITHOUT CUSTOMER CONSENT**

- A. The Company shall disclose Customer Account Information when required by law or Commission requests or rules. This includes law enforcement requests supported by warrants or court orders specifically naming the customers whose information is sought, and judicially enforceable subpoenas. The provision of such information will be reasonably limited to the amount authorized by law or reasonably necessary to fulfill a request compelled by law.
- B. Informed Customer Consent is not required for the disclosure of customer name and address to a provider of a value-added program or service, regardless of whether that provider is a utility affiliate or other entity within the corporate structure, or to a value-added program or service competitor, in compliance with MCL 460.10ee(10)(a) and Mich Admin Code, R 460.10109(2). Shared information (beyond a customer list) will remain encrypted during both transfer and storage. Customer list information will be password protected at no charge. The Commission will not be receiving or retaining any shared information on its website.
- C. Informed Customer Consent is not required for the disclosure of **aggregated data**.

### **C6.4 DISCLOSURE TO COMPANY AGENTS AND CONTRACTORS**

- A. The Company shall disclose only the necessary Customer Account Information to Company Agents and Contractors working on behalf of the company for Primary Purposes and any other function relating to providing natural gas services without obtaining Informed Customer Consent.
- B. Contracts between the Company and its Company Agents or Contractors specify that all Company Agents and Contractors are held to the same confidentiality and privacy standards as the Company, its employees, and its operations. These contracts also prohibit Company Agents or Contractors from using any information supplied by the Company for any purpose not defined in the applicable contract.
- C. The Company requires its Company Agents and Contractors who maintain Customer Account Information to implement and maintain reasonable data security procedures and practices appropriate to the private nature of the information received. These data security procedures and practices shall be designed to protect the Customer Account Information from unauthorized access, destruction, use, modification, or disclosure. The data security procedures and practices adopted by the Contactor or Company Agent shall meet or exceed the data privacy and security policies and procedures used by the Company to protect Customer Account Information.

**Continued on Sheet No. C-27.01**

Issued: **July 29, 2021**  
By: Theodore Eidukas  
VP Regulatory Affairs  
Milwaukee, Wisconsin



Effective for Service  
On and After: July 9, 2020  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **July 9, 2020**  
In Case No: **U-18485**

Continued From Sheet No. C-27.00

#### C6.4 DISCLOSURE TO COMPANY AGENTS AND CONTRACTORS (contd.)

- D. The Company requires Company Agents and Contractors to return or destroy any Customer Account Information that it maintained and that is no longer necessary for the purpose for which it was transferred.
- E. The Company maintains records of the disclosure of customer data to Company Agents and Contractors in accordance with Company record retention policies and Commission rules. These records include all contracts with the Company Agent or Contractor and all executed non-disclosure agreements.

#### C6.5 CUSTOMER ACCESS TO DATA

- A. The Customer has a right to know what Customer Account Information the Company maintains about the Customer. The Company shall not provide data to a customer which the Company considers proprietary or used for internal Company business. The Company will make a reasonable effort to respond to requests for this information within 30 business days of being contacted by the Customer.
- B. The Company will provide to customers upon request, a clear and concise statement of the customer's actual energy usage, or weather adjusted consumption data for each billing period during the last twelve months, or both. The Company will notify customers at least once each year that customers may request energy usage, or weather adjusted consumption data or both.
- C. A Customer may request their consumption data by simply calling Customer Service at 1-800-401-6402 or by requesting such information online at the Company's website at <https://accel.michigangasutilities.com>. Upon positive verification, the information will be provided by the end of the following business day.
- D. Customers have the opportunity to request corrections or amendments to Customer Account Information that the Company maintains.
- E. Customers have the right to share their own Customer Account Information with third parties of their choice to obtain services or products provided by those third parties. These services or products may include, but are not limited to, in-home displays, or energy audits.
- F. A Customer may request that his or her Customer Account Information be released to a third party of the Customer's choice. Such requests may be obtained by calling Customer Service at 1-800-401-6402, or by requesting such online at the Company's website <https://accel.michigangasutilities.com>. Once the Company obtains Informed Customer Consent from the Customer, the Company shall release the requested customer account data to the third party by the end of the following business day. The Company will provide the requested data in a **readily accessible format, including but not limited to Excel, PDF, or Word.**

Continued on Sheet No. C-27.02

Issued: **July 29, 2021**  
By: Theodore Eidukas  
VP Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service Commission
July 30, 2021
Filed by: DW

Effective for Service  
On and After: July 9, 2020  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **July 9, 2020**  
In Case No: **U-18485**

Continued From Sheet No. C-27.01

### **C6.5 CUSTOMER ACCESS TO DATA (contd.)**

The Company is not responsible for loss, theft, alteration, or misuse of the data by third parties or customers after the information has been transferred to the customer or the Customer's designated third party.

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

### **C6.6 CUSTOMER NOTICE OF PRIVACY POLICIES**

- A. New Customers receive a copy of the privacy policy upon the initiation of utility service from the Company. Existing Customers receive a copy of the privacy policy once per year by whatever method is used to transmit the bill and whenever the privacy policy is amended.
- B. Notice of the Company's privacy policies will be made available and is prominently posted on the Company's website. The notice includes a customer service phone number and Internet address where Customers can direct additional questions or obtain additional information.

### **C6.7 LIMITATION OF LIABILITY**

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

Continued on Sheet No. C-27.03

Issued: **October 30, 2018**  
By: Theodore Eidukas  
VP Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service Commission
November 1, 2018
Filed <u>        </u> DBR <u>        </u>

Effective for Service  
On and After:  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **October 24, 2018**  
In Case No: **U-18485**

Continued From Sheet No. C-27.02

**C7. EXTREME WEATHER CONDITIONS POLICY**

If the temperature is forecasted by the National Weather Service (“NWS”) to be 15 degrees or colder at any time during a given day for the stations located within the Company’s service territory, the Company will suspend working disconnections for residential customers. Disconnections will be suspended, regardless of the temperature, when the local road authority closes the roads or issues winter weather advisories and/or restrictions for the Company’s designated service territory. The Company’s declaration of suspension of disconnection shall be region specific. However, in accordance with Rule R460.136 “Emergency Shutoff”, it is understood that the Company may shut off service temporarily for reasons of health or safety or in a state of national emergency.

The Company shall monitor the daily weather forecast and notice will be provided to the Company’s Collections group two business days in advance of the declared suspension timeframe whenever possible. Adjustments to the two day weather forecast will be provided on the same day to the Collections group, as necessary. Once a suspension is declared, it will not be rescinded, even if the revised forecast changes and temperatures are anticipated to be above 15 degrees.

During a suspension, exceptions may be granted, on a case-by-case basis, which would further postpone disconnection for a customer whose disconnection has been temporarily suspended. Such holds may permit a customer to provide payment up to a specific, identified date. If the customer does not respond by the date specified, the Company will complete the disconnection at the next possible opportunity.

Continued on Sheet No. C-28.00

Issued: **August 29, 2018**  
By: Theodore Eidukas  
VP Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service Commission
<b>November 1, 2018</b>
Filed <u>        </u> DBR <u>        </u>

Effective for Service  
On and After: **August 28, 2018**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **August 28, 2018**  
In Case No: **U-20140**

Continued From Sheet No. C-27.00

## **C8. METERING CUSTOMER EQUIPMENT AND BILLING**

### **C8.1 General provisions.**

The customer shall furnish and maintain all piping and equipment beyond the point of service termination at **their** own expense, except as expressly provided under Rule C4.3, "**Master Meter System**".

### **C8.2 Adequacy and safety of installation.**

The Company shall not be required to supply gas service until the customer's installation shall have been approved by the authorities, **in accordance with all applicable codes and standards**, having jurisdiction over the same; and the Company further reserves the right to withhold its service, or discontinue service, whenever such installation or part thereof is deemed by the Company to be unsafe, inadequate or unsuitable for receiving the Company's service.

### **C8.3 Repairs - leakage of gas.**

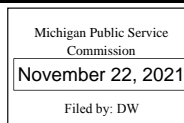
All repairs to the customer's piping and equipment shall be made by the customer, and **the customer** shall maintain the piping and equipment in the condition required by the authorities having jurisdiction and by the Company. The customer shall give immediate notice to the Company of the indication of any gas leakage.

### **C8.4 Back pressure and suction.**

When the nature of the customer's utilization equipment is such that it may induce back-pressure or suction in the piping system carrying the Company's gas, suitable protective devices, subject to inspection and approval by the Company, shall be furnished, installed and maintained by the customer to protect the customer and the Company's facilities therefrom.

Continued on Sheet No. C-29.00

Issued: **November 17, 2021**  
By: **Theodore Eidukas**  
VP Regulatory Affairs  
Milwaukee, Wisconsin



Effective for Service  
On and After: **January 1, 2022**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **September 9, 2021**  
In Case No: **U-20718**



Continued From Sheet No. C-28.00

## **C8. METERING CUSTOMER EQUIPMENT AND BILLING (Condt.)**

### **C8.5 Inspection of installation.**

The Company will not establish gas service to any customer until a representative of the Company has made a test of all gas appliances by observing the meter(s) when all appliances are shut off and gas pressure is on such piping and appliances and finds that no gas passes the meter(s) under such conditions.

If all appliances are shut off and gas passes through the meter(s), the Company will notify the customer of that fact and gas service will not be established until such defect is repaired or corrected.

The Company may require an authorized representative of the customer to perform an "Air Test" on the meter in accordance with the National Fuel Gas Code Rule 4.1.4 - "Air Testing of Customer Lines".

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, except as expressly provided under Rule C4.3, "**Master Metered Systems**".

### **C8.6 Changes in customer's requirements.**

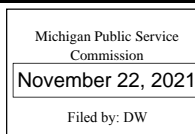
The customer shall give the Company reasonable advance notice in writing of intention to increase materially his load so that adequate facilities may be provided.

When there is a change in the customer's requirements for gas supply or a change by the customer from one filed rate to another, or when the customer includes in his requirements any service theretofore supplied to him or to others under another agreement or agreements for service, the customer shall make such changes and alterations in the piping, service equipment, meter equipment and appurtenances and other parts of the customer's installation as may be necessary to enable the Company to furnish safe and adequate service and to measure the gas thereafter to be supplied through a single meter or through the number of meters which the Company may elect to install.

Such changes and alterations shall be governed by the requirements applying to new installations.

Continued on Sheet No. C-30.00

Issued: **November 17, 2021**  
By: **Theodore Eidukas**  
VP Regulatory Affairs  
Milwaukee, Wisconsin



Effective for Service  
On and After: **January 1, 2022**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **September 9, 2021**  
In Case No: **U-20718**

Continued From Sheet No. C-29.00

### **C8.7 Measurement of gas service.**

Bills will be based upon the registration of the Company's meters except as otherwise provided in these Rules, Regulations and Rate Schedules.

The rates contained in these Rules, Regulations and Rate Schedules apply to the quantities of gas registered by each individual meter for the billing period for which the meter may be read. A single meter shall not supply more than one customer. When the Company installs two or more meters on the same premises to serve a single customer, the consumption registered by such meters shall be consolidated and the rates under which service is taken applied to the total consumption.

## **C9. GAS COST RECOVERY CLAUSE**

### **C9.1 Applicability of clause.**

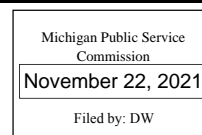
All rates for gas service, unless otherwise provided in the applicable rate schedule, shall include a Gas Cost Recovery Factor to allow the Company to recover the booked costs of gas sold by the Company if incurred under reasonable and prudent policies and practice.

### **C9.2 Booked cost of gas sold.**

- (a) Booked cost of gas sold as used in this rule includes the following as expensed on the books of the Company:
- (i) Interstate Purchases: Cost for gas service.
  - (ii) Intrastate Purchases: Costs for gas service incurred pursuant to all contracts on file with the Michigan Public Service Commission.
  - (iii) Company Produced Natural Gas: Costs which vary with volume produced.
  - (iv) Company Produced Substitute Natural Gas: Costs for feedstock used to produce substitute natural gas.
  - (v) Liquefied Petroleum Air Gas: Costs for propane used to produce a propane-air gas mixture.
  - (vi) Storage Gas: Net costs of gas injected and withdrawn from underground storage facilities.
  - (vii) Purchases From Other Michigan Utilities: Costs for gas service pursuant to contracts approved by the appropriate regulatory body.
  - (viii) Supplier Refunds and Credits: Refunds and credits from suppliers in the period realized.
  - (ix) Hedging costs.
  - (x) OFO penalties and Choice Supplier Failure Fees.

Continued on Sheet No. C-31.00

Issued: **November 17, 2021**  
By: Theodore Eidukas  
VP Regulatory Affairs  
Milwaukee, Wisconsin



Effective for Service  
On and After: **January 1, 2022**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **September 9, 2021**  
In Case No: **U-20718**

Continued From Sheet No. C-30.00

**C9. GAS COST RECOVERY CLAUSE (Contd)**

**C9.2 Booked cost of gas sold. (Contd)**

- (b) Booked cost of gas sold as used in this rule specifically excludes the following items:
  - (i) Gas used by the Company, at the annual average booked cost of gas sold.
  - (ii) Lost and unaccounted for gas, at the annual average booked cost of gas sold.
  - (iii) Gas sold at a price which does not include a gas cost recovery factor, at the incremental cost from the Company's suppliers.
  - (iv) Contract, tariff and other penalties, unless the customers of the Company benefit as a result of payment of such penalties.

**C9.3 Billing.**

- (a) In applying the Gas Cost Recovery Factor, per Mcf or dekatherm, any fraction of \$0.01 cent shall be rounded to the nearest \$0.01 cent.
- (b) 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-2.00. For months in which the Michigan Public Service 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.
- (c) 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.
- (d) The Gas Cost Recovery Factor shall appear on all customer bills.

**C9.4 General conditions.**

- (a) At least fifteen days prior to each billing month, the Company will notify the Public Service Commission Staff as to the actual factor or factors to be billed to its customers in the subsequent month.
- (b) This Gas Cost Recovery Clause is authorized by the provisions of 1982 PA 304. A copy of that act is available for public inspection at each business office of the Company. The Company will provide a copy of the act to any customer upon request.

Continued on Sheet No. C-32.00

Issued: January 2, 2008  
By J F Schott  
VP Regulatory Affairs  
Green Bay, Wisconsin



Effective for Service  
On and After: October 10, 2007

Issued Under Authority of  
Michigan Public Service Commission  
Dated: October 9, 2007  
In Case No: U-15152

Continued from Sheet No. C-31.00

## **C10. REFUND PROCEDURES**

### **C10.1 Identification of Supplier Refunds.**

Contained within Michigan Gas Utilities' annual GCR reconciliation shall be a standard exhibit which identifies all pipeline or other supplier refunds received (in the form of a check, bill credit, or wire transfer) during the year covered in the GCR reconciliation. The exhibit shall include:

- (i) The amount of each refund, including interest.
- (ii) Date received.
- (iii) Explanation of the reason for each refund.
- (iv) Period covered by each refund (historical refund period).

Additionally, if any portion of the refund is properly allocable to non-GCR customers, this allocation and amount, along with calculations of deductions therefrom for company use and lost-and-unaccounted-for volumes, shall also be included in the exhibit.

Failure of Michigan Gas Utilities to identify a refund within its GCR reconciliation shall result in an interest penalty of 50% over the normal authorized rate of return on common equity for the period of time that Michigan Gas Utilities fails to comply with the refund identification requirement.

### **C10.2 GCR Customer Refunds.**

- (a) Supplier refunds.

A supplier refunds allocable to GCR customers shall be reflected as reductions to the GCR cost of Gas Sold in the month received, included in the Cost of Purchased and Produced Gas. No deductions will be necessary for Company Use and Lost and Unaccounted For Gas.

- (b) GCR Reconciliation.

Prior year GCR over/under-recoveries due to reconciliation provisions of Michigan Gas Utilities' GCR Clause shall be computed annually according to provisions of 1982 PA 304. Such over/under-recoveries and any Commission-ordered adjustments associated with the prior GCR year shall be reflected separately below the GCR Cost of Gas Sold line on the GCR Over/Under-Recovery Reconciliation report.

Continued on Sheet No. C-33.00

Issued: January 2, 2008  
By J F Schott  
VP Regulatory Affairs  
Green Bay, Wisconsin

Effective for Service  
On and After: October 10, 2007



Issued Under Authority of  
Michigan Public Service Commission  
Dated: October 9, 2007  
In Case No: U-15152

Continued from Sheet No. C-32.00

**C10. REFUND PROCEDURES (Contd)**

**C10.2 GCR Customer Refunds (Contd)**

- (c) Other Refunds.

All other gas cost-related refunds shall be reflected in the month the refund is received and shall be included on a separate line so that such refunds are readily identifiable.

**C10.3 Non-GCR Customer Refunds.**

- (a) All supplier refunds allocable to non-GCR customers shall be allocated on the basis of actual consumption during the historical refund period. Deductions for company use and lost and unaccounted for volumes shall be made from the non-GCR portion of the refund based upon the actual percentages for company use and lost and unaccounted for during the historical refund period.
- (b) Refunds may be implemented as soon as practicable by including a bill credit on the on-system non-GCR customers' bills and by issuing checks to the last known address of all past non-GCR customers which had consumption during the historical refund period. Refunds made to non-GCR customers pursuant to these procedures will be applied against any past due amounts owing to Michigan Gas Utilities. The amount, if any, in excess of the amount owed will be refunded in accordance with these procedures. Michigan Gas Utilities is not required to issue checks to customers for whom checks were returned as undeliverable in previous refunds nor to issue checks for less than \$5.00. After 90 days, any returned or uncashed checks shall be transferred to the refund liability account. Rights to any portion of a refund shall not vest until a refund check has been negotiated.
- (c) Refund completion reports for non-GCR refunds shall be submitted to the Michigan Public Service Commission Staff six months following completion of a non-GCR customer refund. Reports should, at a minimum, include the amount authorized for refund compared to the amount actually refunded and the date the refund was completed. Any undistributed amounts shall be recorded in a non-GCR refund liability account and distributed with interest to non-GCR customers in the next refund.

Continued on Sheet No. C-34.00

Issued: January 2, 2008  
By J F Schott  
VP Regulatory Affairs  
Green Bay, Wisconsin



Effective for Service  
On and After: October 10, 2007

Issued Under Authority of  
Michigan Public Service Commission  
Dated: October 9, 2007  
In Case No: U-15152

Continued from Sheet No. C-33.00

### C11. CUSTOMER ATTACHMENT PROGRAM

(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 revenue obtainable there from.

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.

(2) Customer Contribution

A Customer Contribution shall be required equal to the Connection Fee plus any applicable Fixed Monthly Surcharge plus any Excessive Service Line Fee. The Connection Fee is not considered in the CAP model when calculating the Fixed Monthly Surcharge or Excessive Service Line Fee.

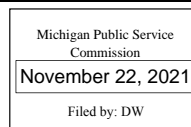
(3) Payment of Customer Contribution

For customers other than land developers, builders, Transportation customers, and those designated as **Small General Service, Medium General Service and Large General Service**, the Customer Contribution shall be paid as follows:

The Connection Fee and the Excessive Service Line Fee are payable in lump sum at the time the service agreement is executed by the customer. The Connection Fee is non-refundable. The Excessive Service Line Fee is refundable if the service line has not been installed. If the service line has been installed, the Excessive Service Line Fee is non-refundable. The Fixed Monthly Surcharge shall be payable monthly throughout the surcharge period. The Fixed Monthly Surcharge will commence on the date that the Company installs the meter. The customer may at any time elect to pay off the remaining Fixed Monthly Surcharge balance with a lump sum payment equal to the present value of the remaining monthly payments. If the present value of the Fixed Monthly Surcharge is less than \$200.00, the Company may require the customer to make a lump sum payment. The Fixed Monthly Surcharge is assessed to the property served such that any subsequent customer requesting gas service at the property address, once notified by the Company of the amount and duration of such surcharge, shall be liable for the Fixed Monthly Surcharge. Such notification may be verbal, written or in the form of a bill which includes the Fixed Monthly Surcharge. Failure of sellers, agents, lessors or other non-company parties to notify a customer of the Fixed Monthly Surcharge shall not relieve the customer's obligation to pay the Fixed Monthly Surcharge. Failure by the customer to timely pay the Fixed Monthly Surcharge shall result in the discontinuation, termination or denial of natural gas service.

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Issued: **November 17, 2021**  
By: **Theodore Eidukas**  
VP Regulatory Affairs  
Milwaukee, Wisconsin



Effective for Service  
On and After: **January 1, 2022**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **September 9, 2021**  
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**C11. Customer Attachment Program (Contd)**

(3) Payment of Customer Contribution (Contd)

For land developers, builders, Transportation customers, those customers designated as **Small General Service, Medium General Service and Large General Service**, the Customer Contribution shall be required in a non-refundable lump sum payment in advance of the facility expansion.

(4) Connection Fee

The Connection Fee is equal to \$200.00. The Connection Fee is not considered in the CAP Model when calculating the Fixed Monthly Surcharge or Excessive Service Line Fee.

For customers requesting a multiple metered installation, the Connection Fee shall be \$100 for each additional account.

(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 Service Line Limit for an individual service line shall be equal to the point at which the cost of the customer's service requirements are greater than the allowance based on the Cost Of Service Model. The Company reserves the right to use a different Service Line Limit for different categories of customers. 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.

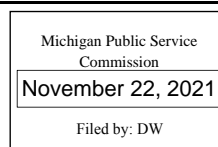
The Company, in its sole discretion, may waive the excessive service line fee or extend the service line limit for all attaching parties based on the economics of a proposed project. Any such waiver or extension shall not be effective unless provided in writing by the Company.

(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 and lump sum payment referenced in C-11.(3) 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 a Project, will be treated as a separate Project.

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Issued: **November 17, 2021**  
By: Theodore Eidukas  
VP Regulatory Affairs  
Milwaukee, Wisconsin



Effective for Service  
On and After: **January 1, 2022**  
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Michigan Public Service Commission  
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### C11. Customer Attachment Program (Contd.)

(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.

(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.

(9) Model Assumptions:

Incremental Revenues:

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

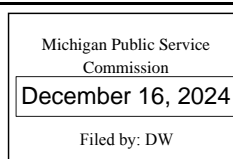
Incremental Costs:

(i) Carrying Cost Rate

The Carrying Cost Rate will be based on the weighted rate of debt, equity and associated taxes. The cost will be equal to and weighted in proportion to those authorized in the Company's most recent rate order. The Carrying Cost Rate is equal to **8.70%**.

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Issued: **December 12, 2024**  
By: Theodore Eidukas  
VP - Regulatory Affairs  
Milwaukee, Wisconsin



Effective for Service  
On and After: **January 1, 2025**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **September 26, 2024**  
In Case No: **U-21540**



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**C11. Customer Attachment Program (Contd.)**

(ii) Plant in Service

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

The facility investment for an individual customer service line will be limited to the greater of 400 feet or 150% of the average length of all service lines within the Project.

(iii) 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.

(iv) Depreciation

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

(v) Property Taxes and Other Operating Expenses

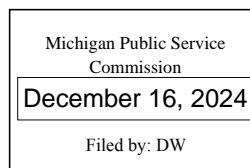
Property taxes will be the product of Plant in Service multiplied by the Company's average property tax rate. All other incremental operating expenses will be included as identified. Incremental O&M will at a minimum include a proportional cost for monthly meter reading, billing and mailing.

(vi) 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 the Company's most recent rate order. Based on the Company's rate order in Case No. **U-21540** dated **September 26, 2024**, the Discount Rate is equal to **7.14%**.

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Issued: **December 12, 2024**  
By: Theodore Eidukas  
VP - Regulatory Affairs  
Milwaukee, Wisconsin



Effective for Service  
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Michigan Public Service Commission  
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**C11. Customer Attachment Program (Contd.)**

(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 the Company.

<b>CAP No.</b>	<b>CAP Name</b>	<b>CAP Charge Per Month</b>	<b>Last Billing Month For Surcharge</b>
X393	Lake Allegan North	\$26.64	June 2025
X399	112th & Brielle	\$32.75	March 2025
X410	Benton Center	\$19.60	November 2025
X413	Coloma Road II	\$24.15	January 2026
X414	Kay Drive	\$14.15	December 2025
X416	Chabot/Off Riverside	\$18.11	March 2025
X425	Lake Chapin	\$25.01	January 2025
X426	Hull Rd.	\$35.65	May 2025
X427	War, Buhl, Mentel	\$46.15	October 2025
X428	Stanley Dr	\$21.51	June 2025
X429	68th St	\$19.55	July 2025
X430	58th St	\$18.94	July 2025
X431	Taylor Street	\$15.68	August 2025
X432	Pershing Drive	\$25.39	July 2025
X433	Black River Rd	\$22.27	August 2025
X434	Waldron	\$15.99	December 2025
X435	CR380/69th	\$24.76	August 2025
X436	Territorial #2	\$16.57	December 2025
X437	Tudor Rd	\$24.45	September 2025
X440	S Fremont Rd	\$14.72	May 2025
X441	Onway Dr (E of Whiteford Rd.)	\$20.10	May 2025
X442	Chabot/Off Broderick	\$29.38	August 2025
X443	E. Beach	\$20.73	December 2025
X444	Walnut	\$21.23	August 2025
X446	Ida Center (W of Lewis Ave)	\$41.88	June 2025
X447	106th Ave & 6th St	\$5.85	September 2025
X448	Ida West W of Summerfield	\$38.70	June 2025

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Issued: **December 12, 2024**  
By: Theodore Eidukas  
VP - Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service  
Commission  
December 16, 2024  
Filed by: DW

Effective for Service  
On and After: **January 1, 2025**  
Issued Under Authority of  
Michigan Public Service Commission  
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**C11. Customer Attachment Program (Contd.)**

<u>CAP No.</u>	<u>CAP Name</u>	<u>CAP Charge Per Month</u>	<u>Last Billing Month For Surcharge</u>
X449	Ida West E of Gloff	\$12.81	July 2025
X450	E Substation Rd	\$49.48	June 2025
X451	Brewer Rd	\$9.01	June 2025
X453	Long Lake Road	\$51.28	January 2026
X455	Consear Rd	\$35.39	April 2026
X456	Lincoln St Pvt Drive	\$38.51	November 2025
X457	Tudor Rd. #2	\$37.22	November 2025
X459	73rd 1/2 Street	\$18.85	March 2026
X460	Erie	\$21.10	September 2026
X461	Lime Lake	\$18.53	October 2026
X462	Edgewood Rd-W of M125	\$35.80	April 2026
X463	Handy Dr -W of Spaulding	\$18.30	July 2026
X465	Samaria Rd-W of Whiteford	\$40.09	April 2026
X466	Secor and Todd-S of Ida Cntr	\$45.12	August 2026
X467	Summerfield Rd-N of Cortz	\$39.51	May 2026
X468	Whiteford-W of Temperance	\$48.42	June 2026
X470	Lincoln at Carolyn	\$26.74	April 2026
X471	Hillandale	\$22.26	May 2026
X473	Rich St & 128th Ave	\$30.25	June 2026
X474	Grand Mere	\$41.74	July 2026
X475	TULIP	\$22.29	September 2027
X477	Fox Hollow Dr	\$12.21	June 2026
X478	Tantre Drive	\$25.32	August 2026
X479	Garfield Rd	\$19.39	September 2026
X480	Stumpmier Road	\$24.10	November 2026
X481	Blue Star @ Private Dr	\$19.02	June 2027
X482	Briar Hill Road	\$19.88	May 2027
X483	1167 102nd	\$5.94	October 2026
X484	11360 168th	\$95.62	November 2026
X485	13th & 130th	\$20.00	March 2027

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Issued: **December 12, 2024**  
By: Theodore Eidukas  
VP - Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service  
Commission  
December 16, 2024  
Filed by: DW

Effective for Service  
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**C11. Customer Attachment Program (Contd.)**

<u>CAP No.</u>	<u>CAP Name</u>	<u>CAP Charge Per Month</u>	<u>Last Billing Month For Surcharge</u>
X486	129th Ave	\$20.00	March 2027
X487	Maxwell Rd.	\$97.23	November 2026
X488	Jakes Alley	\$60.09	November 2026
X489	136th Ave and 14th Ave	\$30.00	March 2027
X490	Kruse Rd	\$26.49	July 2027
X492	Suder Rd, Lotus Dr.	\$49.99	September 2027
X493	Victory Road	\$39.22	August 2027
X494	Hallett Rd	\$28.20	October 2027
X495	Melvin & 44th	\$40.35	October 2027
X496	N Hillsdale Rd. at Moore	\$19.05	October 2027
X497	Laplaisance & Lavigne Rd	\$49.45	August 2027
X498	Lake Forest Path	\$24.91	November 2027
X499	Whisper Ln & CT	\$29.53	October 2027
X500	Dale Ct.	\$20.93	October 2027
X501	Niebles Landing	\$9.07	October 2027
X502	Ida West Road	\$48.38	December 2027
X503	Burr Oak Rd. Bronson	\$21.42	January 2028
X504	26th Street - Monterey Twp.	\$20.00	May 2028
X505	Morocco Rd	\$32.12	May 2028
X506	Baseline at 71 1/2 St.	\$19.52	July 2028
X507	Whiteford Center Rd.	\$31.52	July 2028
X508	Swartz Rd	\$36.98	July 2028
X509	Donnell & Bennett	\$11.58	July 2028
X510	7th Street	\$32.76	August 2028
X511	13th St off 102nd	\$19.41	July 2028
X512	Pierce @ Carolyn	\$29.38	August 2028
X513	Farr Rd. W	\$57.52	August 2028
X514	Carter/Anabell Roads	\$64.39	September 2028
X515	137th E of 30th	\$51.74	September 2028
X516	Holden Rd	\$24.94	September 2028

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Issued: **December 12, 2024**  
By: Theodore Eidukas  
VP - Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service  
Commission  
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Filed by: DW

Effective for Service  
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**C11. Customer Attachment Program (Contd.)**

<u>CAP No.</u>	<u>CAP Name</u>	<u>CAP Charge Per Month</u>	<u>Last Billing Month For Surcharge</u>
X517	Browntown Rd	\$27.46	October 2028
X518	Euclid Street	\$13.70	October 2028
X520	E. Creek	\$47.83	November 2028
X521	Rich St W of M231	\$39.24	November 2028
X522	N Telegraph - Newport/I275	\$58.81	December 2028
X523	Bercaw - 8 Mile	\$19.95	November 2028
X524	Post Rd	\$20.00	February 2029
X525	Stutzman Farms	\$20.85	April 2029
X526	Olnhausen	\$18.26	April 2029
X527	Meanwell Rd	\$38.21	May 2029
X528	Edgewood Rd	\$21.28	May 2029
X530	Lost Peninsula Phase 2	\$31.82	July 2029
X531	Wood Rd/Minx Rd	\$30.37	July 2029
X532	Blatchford & Paw Paw Rd.	\$35.00	August 2029
X533	8th st n of 146th	\$59.51	July 2029
X534	Stadler & Doty Rd.	\$35.22	August 2029
X535	Johnson Rd	\$36.43	September 2029
X536	Pier Rd	\$35.33	August 2029
X537	South Stoney Creek Rd.	\$40.75	September 2029
X538	California @ Ott	\$35.01	September 2029
X539	S. Telegraph Rd.	\$34.58	September 2029
X540	E. Stein Rd.	\$50.76	October 2029
X541	Carter Rd	\$40.86	October 2029
X542	Orchard Trail	\$44.47	December 2029
X543	Rockey Weed @ Ann Ct	\$35.40	January 2030
X544	Browntown Phase 2	\$36.16	January 2030
X545	Niles Rd	\$35.00	March 2030
X546	Dunks Rd	\$35.22	March 2030
X547	50TH ST CAP	\$65.44	June 2030
X548	Kelly Rd	\$45.05	April 2030

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Issued: **December 12, 2024**  
By: Theodore Eidukas  
VP - Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service  
Commission  
December 16, 2024  
Filed by: DW

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**C11. Customer Attachment Program (Contd.)**

<u>CAP No.</u>	<u>CAP Name</u>	<u>CAP Charge Per Month</u>	<u>Last Billing Month For Surcharge</u>
X549	EGGERT RD	\$50.55	May 2030
X550	Rosehill Rd	\$31.90	June 2030
X551	Reinhardt Rd	\$36.30	June 2030
X552	Maxwell Rd	\$48.85	June 2030
X553	463 & 467 6TH STREET	\$31.70	July 2030
X555	M86 Main	\$32.21	July 2030
X556	Meanwell/Ida West Rd	\$27.72	July 2030
X557	Tulip Street	\$18.02	August 2030
X558	Lavign/S Otter Creek	\$35.00	September 2030
X559	CR 384	\$25.11	September 2030
X560	Port Creek	\$57.83	September 2030
X561	120th/27th/Haas Dr	\$36.76	October 2030
X562	1934 Lincoln Rd	\$106.15	August 2030
X563	LULU/Wells/Ida Center	\$41.15	October 2030
X564	Cherry @ Plum	\$18.51	November 2030
X565	810 N 16th St Main Ext	\$56.92	September 2030
X566	Carter Rd	\$43.17	November 2030
X567	Ruggles Rd	\$20.31	November 2030
X568	2760 Half Moon Lake Rd	\$33.66	November 2030
X569	Woods of Lochaven Condos	\$34.50	December 2030
X570	Mckinley	\$17.22	December 2030
X571	PAW PAW LAKE @ HAGAR SHORE	\$27.88	December 2030
X572	MARRS @ 2170	\$34.09	December 2030
X573	HOLDEN @ LEMON CREEK	\$50.14	February 2031
X574	LEMON CREEK @ JERICHO	\$29.28	March 2031
X575	Gast @ Browntown	\$28.76	March 2031
X576	Wildlife Rd	\$29.94	August 2030
X577	Brockelbank	\$30.00	September 2030
X578	Homer Rd	\$31.32	September 2030

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VP - Regulatory Affairs  
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**C11. Customer Attachment Program (Contd.)**

<b>CAP No.</b>	<b>CAP Name</b>	<b>CAP Charge Per Month</b>	<b>Last Billing Month For Surcharge</b>
X579	Blue Star S of 20th	\$22.01	March 2031
X580	Scottdale #2	\$45.00	May 2031
X581	Rocky Weed-Linco Grain Dryers	\$35.00	May 2031
X582	Morocco Rd	\$72.32	May 2031
X583	East Gateway Dr	\$34.87	March 2031
X584	Kline St.	\$33.47	June 2031
X585	Secor Rd	\$97.37	July 2031
X586	Marrs Rd GD	\$35.25	September 2031
X587	AMY @ BOYER	\$30.42	October 2031
X588	8TH ST NORTH	\$70.81	October 2031
X589	37TH ST S OF 140TH	\$84.72	November 2031
X590	Telegraph Rd	\$40.83	August 2031
X591	Telegraph (N of Labo)	\$39.96	November 2031
X592	Long Lake Rd	\$42.40	August 2031
X593	Niles @ John Beers	\$35.00	November 2031
X594	Maple St @ 11910	\$24.93	July 2031
X595	Driftboat Ln	\$68.55	January 2032
X596	Atlantic Ave @ Blue Star	\$32.36	February 2032
X597	442 Riverview Dr Main Ext	\$48.42	August 2032
X598	CHERRY @ TULIP	\$22.44	August 2032
X599	Ready Rd	\$24.28	August 2032
X600	Sylvania-Petersburg Rd	\$68.73	July 2032
X601	GEIGER RD	\$53.91	September 2032
X602	909 Burr Oak Rd Main Ext.	\$32.78	September 2032
X603	Maxwell Rd	\$59.86	September 2032
X604	S Angola & E Pearl	\$35.00	October 2032
X605	Riverside @ Dogwood	\$9.81	October 2032
X606	N. Stoney Creek	\$88.88	July 2032
X607	LAKE FOREST PATH	\$34.57	December 2032

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Issued: **December 12, 2024**  
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VP - Regulatory Affairs  
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**C11. Customer Attachment Program (Contd.)**

<b>CAP No.</b>	<b>CAP Name</b>	<b>CAP Charge Per Month</b>	<b>Last Billing Month For Surcharge</b>
X608	Stevensville Baroda-Hinchman BH	\$47.60	December 2032
X609	Lost Peninsula Phase 3A	\$43.62	December 2032
X610	12th & 102nd	\$35.04	October 2032
X611	10271 Buchanan Main Ext	\$81.99	January 2033
X612	142nd	\$35.00	January 2033
X613	Russell Rd	\$23.55	June 2033
X614	Suder Road	\$48.49	May 2033
X615	5th St Main Ext	\$15.86	March 2033
X616	PINE CT	\$22.20	August 2033
X617	132nd West of 47th	\$182.87	August 2032
X618	W ERIE	\$78.81	July 2033
X619	M40 EASMENT, SOUTH OF 134TH	\$128.84	November 2032
X620	DIXON	\$67.03	September 2033
X621	Osner Dr. Main Ext	\$55.40	July 2032
X622	S HIGHLAND DR EASEMENT MAIN EXT	\$50.93	May 2032
X623	Lincoln St RR Main Ext	\$35.63	September 2032
X624	Leisure Ln Main Ext	\$94.59	September 2032
X625	Johnson W of Osner	\$35.00	June 2032
X626	TUNNICLIFFE	\$86.95	November 2033
X627	CONSEAR	\$65.99	December 2033
X628	KIESS	\$33.46	November 2033
X629	LOST PENNISULA PHASE 3B	\$43.26	January 2034

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Issued: **December 12, 2024**  
By: Theodore Eidukas  
VP - Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service  
Commission  
December 16, 2024  
Filed by: DW

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Michigan Public Service Commission  
Dated: **September 26, 2024**  
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Continued from Sheet No. C-44.00

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

Issued: **December 12, 2024**  
By: Theodore Eidukas  
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Michigan Public Service  
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**SECTION D  
RATE SCHEDULES**

**D1. GENERAL TERMS AND CONDITIONS OF THE TARIFF**

- (1) Controlled service.

All rates are subject to all provisions in Rule C2. of the Rules and Regulations of the Company which are applicable to priority of service hereunder.

- (2) Territory served.

All rates apply in the territory served by the Company, comprising the cities, villages and townships in all Districts in the applicable Rules and Regulations of the Company except where specifically noted.

**D2. SUPPLEMENTAL CHARGES**

Each Rate Schedule may be subject to supplemental charges under Rule C11, Customer Attachment Program, a Reservation Charge and Energy Waste Reduction (“EWR”) surcharges required by Public Act 295 **as amended**, as detailed below:

Reservation Charge – this charge allows for the recovery of costs related to the assets necessary to provide peak-day coverage and for the utility to serve as the “supplier of last resort” from Gas Customer Choice program customers, as required by the Commission in Case No. U-15929. For GCR purposes, the Reservation Charge is a component of the Base GCR Factor.

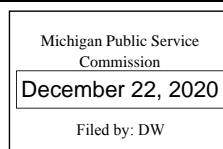
Reservation Charge

(As set forth on Sheet No. D-2.00)

ENERGY WASTE REDUCTION Surcharge – this charge permits, pursuant to Section 91(4) of 2008 PA 295, the adjustment of rates, to allow for recovery of the payments made by the Company in compliance with Section 91(1) of 2008 PA 295 **as amended**.

Continued on Sheet No. D-1.01

Issued: **December 17, 2020**  
By Theodore Eidukas  
VP - Regulatory Affairs  
Milwaukee, Wisconsin



Effective for service rendered  
On and After: **January 1, 2020**  
Issued Under Authority of the  
Michigan Public Service Commission  
Order Dated: **December 19, 2019**  
In Case No: **U-20430**

Continued from Sheet No. D-1.00

**SECTION D  
RATE SCHEDULES**

**D2. SUPPLEMENTAL CHARGES (contd.)**

Customer Class	EWR Surcharge (per Mcf)	+	Distribution Charge + Gas Supply Acquisition Charge (per Mcf)*	=	Total Distribution Charge (per Mcf)	
RESIDENTIAL SERVICE	\$0.1933		\$2.8827		\$3.0760	per Mcf
CHOICE RESIDENTIAL GEN SERVICE	\$0.1933		\$2.8379		\$3.0312	per Mcf
TR - Res	\$0.1933		\$2.8379		\$3.0312	per Mcf
Customer Class	EWR Surcharge (per meter, daily)	+	Fixed Customer Charge (daily)	=	Total Customer Charge (daily)	
SMALL GENERAL SERVICE	\$0.1798		\$1.1507		\$1.3305	per customer
MEDIUM GENERAL SERVICE	\$0.4922		\$2.7945		\$3.2867	per customer
LARGE GENERAL SERVICE	\$3.4757		\$13.9726		\$17.4483	per customer
STREET LIGHTS	\$0.1591		\$1.1507		\$1.3098	per contract
Customer Class	EWR Surcharge (per month)	+	Fixed Customer Charge (monthly)	=	Total Customer Charge (monthly)	
TRANSPORTATION						
TR-1	\$49.98		\$1,940		\$1,989.98	per meter
TR-2	\$186.66		\$3,188		\$3,374.66	per meter
TR-3	\$758.06		\$10,500		\$11,258.06	per meter
TR - GS**	\$5.47		\$35		\$40.47	per meter
TR - GM**	\$14.97		\$85		\$99.97	per meter
TR - GL**	105.72		\$425		\$530.72	per meter
SPECIAL CONTRACTS	\$169.69					per meter

\*Gas Supply Acquisition Charge is not applicable to Gas Choice customers or Aggregated Transportation accounts.

Continued on Sheet No. D-1.02

Issued: **December 12, 2024**  
By: Theodore Eidukas  
VP - Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service Commission
<b>December 16, 2024</b>
Filed by: DW

Effective for service rendered  
On and After: **January 1, 2025**  
Issued Under Authority of the  
Michigan Public Service Commission  
Order Dated: **September 26, 2024**  
**In Case No. U-21540 and**, August 22, 2024, in  
Case No. U-21563

Continued from Sheet No. D-1.01

**D2. SUPPLEMENTAL CHARGES (contd.)**

RATE REALIGNMENT SURCHARGE/(CREDITS)

Rate Schedule	Surcharge/(Credit) per Mcf				
	2025	2026	2027	2028	2029
Residential	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000
General Service - Small (incl. Comm. Lighting)	\$0.7134	\$0.5436	\$0.3738	\$0.2039	\$0.0000
General Service - Medium	\$0.4054	\$0.2431	\$0.0807	\$0.0000	\$0.0000
General Service - Large	\$0.2618	\$0.0974	\$0.0000	\$0.0000	\$0.0000
Special Contract	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000
TR-1 Transport	(\$0.6592)	(\$0.4944)	(\$0.3296)	(\$0.1648)	\$0.0000
TR-2 Transport	(\$0.3129)	(\$0.2346)	(\$0.1564)	(\$0.0782)	\$0.0000
TR-3 Transport	(\$0.2351)	(\$0.1763)	(\$0.1175)	(\$0.0588)	\$0.0000
Aggregated - Residential to Residential	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000
Aggregated - Small to General Service - Small	\$0.2148	\$0.1578	\$0.1009	\$0.0439	\$0.0000
Aggregated - Small to General Service - Medium	\$0.1319	\$0.0802	\$0.0285	\$0.0000	\$0.0000
Aggregated - Large to General Service - Large	(\$0.2148)	(\$0.2712)	\$0.0000	\$0.0000	\$0.0000
Choice - Residential	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000
Choice - General Service - Small	\$0.2685	\$0.1995	\$0.1305	\$0.0616	\$0.0000
Choice - General Service - Medium	\$0.1073	\$0.0549	\$0.0026	\$0.0000	\$0.0000
Choice - General Service - Large	(\$0.1942)	(\$0.2552)	(\$0.3162)	\$0.0000	\$0.0000

Continued on Sheet No. D-1.03

Issued: **December 12, 2024**  
By: Theodore Eidukas  
VP Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service  
Commission  
December 16, 2024  
Filed by: DW

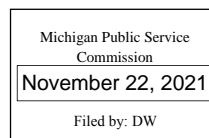
Effective for Service  
On and After: **January 1, 2025**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **September 26, 2024**  
In Case No: **U-21540**

Continued from Sheet No. D-1.02

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

Continued on Sheet No. D-1.04

Issued: **November 17, 2021**  
By: Theodore Eidukas  
VP Regulatory Affairs  
Milwaukee, Wisconsin



Effective for Service  
On and After: **January 1, 2022**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **September 9, 2021**  
In Case No: **U-20718**

Continued from Sheet No. D-1.03

**SECTION D  
RATE SCHEDULES**

**D2. SUPPLEMENTAL CHARGES (contd.)**

**MRP RIDER  
MAIN REPLACEMENT PROGRAM RIDER**

1. The MRP Rider is limited to the recovery of the removal and/or replacement of transmission facilities only, specifically those impacted by 49 CFR Part 192 Subpart O or the 2019 Mega Rule.
2. The revenue distribution and the accounting provisions produced from this MRP Rider shall have no precedential value in the company's next rate case.
3. The Company will set up special accounts for the removal and replacement transmission mains affected by 49 CFR Part 192 Subpart O or the 2019 Mega Rule.
4. The Company's proposed recovery is based upon an annual revenue requirement calculation by rate schedule with the main allocation factor of average and peak and the corresponding number of customers as approved by the Commission in the Company's most recent rate case.
5. The Company's calculation is based upon the following:
  - a. **Original Cost and Accumulated Reserve for Post 12/31/2025**
    1. Used and useful after 1/1/2026
    2. Capital expenditures is limited to new plant under this rider
    3. Adjustments for the retirement of existing assets
  - b. Calculation of post in - service carrying charges on net plant additions and related deferred taxes
    1. Calculated from the date that the applicable assets are used and useful, January 1 of the year following installation.
    2. Based on the Company's embedded interest cost and recorded at the gross rate for recovery on deferred taxes that lessens amount for recovery.
  - c. Calculation of deferred taxes on depreciation

Continued on Sheet No. D-1.05

Issued: **December 12, 2024**  
By: Theodore Eidukas  
VP - Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service Commission
<b>December 16, 2024</b>
Filed by: DW

Effective for Service  
On and After: **January 1, 2025**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **September 26, 2024**  
In Case No: **U-21540**

Continued from Sheet No. D-1.04

**SECTION D  
RATE SCHEDULES**

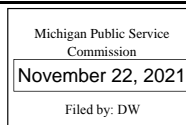
**D2. SUPPLEMENTAL CHARGES (contd.)**

**MRP RIDER  
MAIN REPLACEMENT PROGRAM RIDER**

- a. Proper annual depreciation expense
- b. Operation and maintenance expense savings resulting from the MRP
- c. Incremental property taxes associated with net plant additions from the MRP
- d. Expenses associated with the cost of meter relocations, removals and all customer owned service lines

Continued on Sheet No. D-1.06

Issued: **November 17, 2021**  
By: **Theodore Eidukas**  
VP Regulatory Affairs  
Milwaukee, Wisconsin



Effective for Service  
On and After: **January 1, 2022**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **September 9, 2021**  
In Case No: **U-20718**

Continued from Sheet No. D-1.05

**SECTION D  
RATE SCHEDULES**

**D2. SUPPLEMENTAL CHARGES (contd.)**

**MRP RIDER**

**MAIN REPLACEMENT PROGRAM RIDER**

**APPLICABILITY**

Applicable to all customers receiving service under the Company's sales and transportation rate schedules and Special Contract Customers.

**MAIN REPLACEMENT PROGRAM (MRP)**

This MRP Rider as approved by the MPSC recovers the cost of the MRP not included in MGUC's base rates. These projects included pipeline replacements and related costs. By having this surcharge in place, MCUC recovers over time the costs associated with these replacement projects, which should reduce the frequency of expensive general rate cases in the future.

All customers receiving service under Rate Schedules Residential, Small General Service, Medium General Service, Large General Service, TR-1, TR-2, TR-3 and Special Contract shall be assessed a monthly charge in addition to the Customer Charge component of their applicable rate which will enable the Company to begin and complete the replacement initiative.

The company can bill this surcharge to all of its customers monthly.

This Rider surcharge will become effective with the first billing cycle of January **2026**, and reflects the allocation of the required annual revenue increase needed based upon the main allocation factor of average and the number of customers per rate group as defined and approved in the Company's last rate proceeding.

Continued on Sheet No. D-1.07

Issued: **December 12, 2024**  
By: Theodore Eidukas  
VP - Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service Commission
<b>December 16, 2024</b>
Filed by: DW

Effective for Service  
On and After: **January 1, 2025**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **September 26, 2024**  
In Case No: **U-21540**



Continued from Sheet No. D-1.06

**SECTION D  
RATE SCHEDULES**

**D2. SUPPLEMENTAL CHARGES (contd.)**

**MRP RIDER**

**MAIN REPLACEMENT PROGRAM RIDER**

The Rider MRP charge will be implemented on a bill rendered basis beginning in January **2026** and will continue as approved in **U-21540** or until the earlier of either: (i) base rates are established in a future contested case addressing the MRP, or (ii) December 31, **2027**. Per Customer Meter charges may change annually. The charge for the specific Rate Schedule by year is:

<u>Line</u>	<u>Customer Class</u>	<u>2026</u>	<u>2027</u>
1	Residential	\$0.23	\$0.56
2	Small General Service	\$0.59	\$1.41
3	Medium General Service	\$0.32	\$0.78
4	Large General Service	\$4.39	\$10.59
5	Transportation:		
6	TR-1	\$87.29	\$210.63
7	TR-2	\$92.47	\$223.12
8	TR-3	\$494.62	\$1,193.53
9	Aggregated - Residential	\$0.49	\$1.17
10	Aggregated - Small General Service	\$1.88	\$4.53
11	Aggregated - Medium General Service	\$4.27	\$10.30
12	Aggregated - Large General Service	\$9.22	\$22.24
13	Choice - Residential	\$0.23	\$0.56
14	Choice - Small General Service	\$0.58	\$1.40
15	Choice - Medium General Service	\$2.07	\$4.99
16	Choice - Large General Service	\$10.76	\$25.96
17	Special Contract	\$1.56	\$3.75

Continued on Sheet No. D-2.00

Issued: **December 12, 2024**  
By: Theodore Eidukas  
VP - Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service  
Commission  
December 16, 2024  
Filed by: DW

Effective for Service  
On and After: **January 1, 2025**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **September 26, 2024**  
In Case No: **U-21540**

Continued from Sheet No. D-1.02

**D3. GAS COST RECOVERY FACTORS**

The listed monthly Gas Cost Recovery Factors are authorized pursuant to Rule C9, Gas Cost Recovery Clause.

<b>Billing Month</b>	<b>Authorized Base Factor \$/Mcf</b>	<b>Maximum GCR Factor Allowed</b>	<b>Actual Factor Billed \$/Mcf</b>
April 2025	\$4.5023	\$4.5023	\$4.5023
May 2025	\$4.5023	<b>\$5.0676</b>	<b>\$5.0676</b>
June 2025	\$4.5023		
July 2025	\$4.5023		
August 2025	\$4.5023		
September 2025	\$4.5023		
October 2025	\$4.5023		
November 2025	\$4.5023		
December 2025	\$4.5023		
January 2026	\$4.5023		
February 2026	\$4.5023		
March 2026	\$4.5023		

The Maximum GCR Factor Allowed is based upon changes in the NYMEX and adjusted according to Sheet Nos. D-3.00 or D-4.00.

The Company will file a revised Sheet No. D-2.00 monthly or as necessary to reflect the factor to be billed the following month.

The Company will file by December 31, 2025 for maximum Gas Cost Recovery Factors for April 2026 through March 2027. The Gas Cost Recovery Factor to be charged beginning April 2025 is authorized pursuant to §6(h)(9) of 1982 PA 304, as amended, MCL 460.6h et seq.

In addition to the above Gas Cost Recovery Factors, rates are subject to the supplemental charges shown on Sheet Nos. D-1.00, D-1.01, D-1.02, D-1.03 and D-1.07.

The GCR is composed of the following cost components:

	<u>Authorized Base Factor</u>	<u>Actual Factor Billed</u>
Reservation Charge	\$0.6762 per Mcf	\$0.6762 per Mcf
Gas Commodity Charge	\$3.8261 per Mcf	<b>\$4.3914</b> per Mcf

Continued on Sheet No. D-3.00

Issued: **April 14, 2025**  
By Theodore Eidukas  
VP - Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service  
Commission  
April 17, 2025  
Filed by: DW

Effective for bills rendered for the **April 2025** through March **2026** billing months.  
Issued Under Authority of 1982 PA 304, Section 6h and the Michigan Public Service Commission for self-implementing  
In Case No: U-21610

Continued from Sheet No. D-2.00

**D3.1 GCR Ceiling Price Contingency Matrix**

Fractional Multi Fm	0.9582
Reservation Charge	\$0.6762
Plan NYMEX (Xplan)	\$3.8261
Base GCR Factor	<b>\$4.5023</b>

NYMEX Increase	Incremental Contingent GCR Factor	The Maximum Allowed GCR Factor Adjustment (\$/Mcf)	NYMEX Increase	Incremental Contingent GCR Factor	The Maximum Allowed GCR Factor Adjustment (\$/Mcf)	NYMEX Increase	Incremental Contingent GCR Factor	The Maximum Allowed GCR Factor Adjustment (\$/Mcf)
\$0.01	\$0.0096	4.5118	\$0.43	\$0.4120	4.9143	\$0.85	\$0.8145	5.3167
\$0.02	\$0.0192	4.5214	\$0.44	\$0.4216	4.9239	\$0.86	\$0.8241	5.3263
\$0.03	\$0.0287	4.5310	\$0.45	\$0.4312	4.9334	\$0.87	\$0.8336	5.3359
\$0.04	\$0.0383	4.5406	\$0.46	\$0.4408	4.9430	\$0.88	\$0.8432	5.3455
\$0.05	\$0.0479	4.5502	\$0.47	\$0.4504	4.9526	\$0.89	\$0.8528	5.3551
\$0.06	\$0.0575	4.5597	\$0.48	\$0.4599	4.9622	\$0.90	\$0.8624	5.3646
\$0.07	\$0.0671	4.5693	\$0.49	\$0.4695	4.9718	\$0.91	\$0.8720	5.3742
\$0.08	\$0.0767	4.5789	\$0.50	\$0.4791	4.9814	\$0.92	\$0.8815	5.3838
\$0.09	\$0.0862	4.5885	\$0.51	\$0.4887	4.9909	\$0.93	\$0.8911	5.3934
\$0.10	\$0.0958	4.5981	\$0.52	\$0.4983	5.0005	\$0.94	\$0.9007	5.4030
\$0.11	\$0.1054	4.6077	\$0.53	\$0.5078	5.0101	\$0.95	\$0.9103	5.4125
\$0.12	\$0.1150	4.6172	\$0.54	\$0.5174	5.0197	\$0.96	\$0.9199	5.4221
\$0.13	\$0.1246	4.6268	\$0.55	\$0.5270	5.0293	\$0.97	\$0.9295	5.4317
\$0.14	\$0.1341	4.6364	\$0.56	\$0.5366	5.0388	\$0.98	\$0.9390	5.4413
\$0.15	\$0.1437	4.6460	\$0.57	\$0.5462	5.0484	\$0.99	\$0.9486	5.4509
\$0.16	\$0.1533	4.6556	\$0.58	\$0.5558	5.0580	\$1.00	\$0.9582	5.4605
\$0.17	\$0.1629	4.6651	\$0.59	\$0.5653	5.0676	\$1.01	\$0.9678	5.4700
\$0.18	\$0.1725	4.6747	\$0.60	\$0.5749	5.0772	\$1.02	\$0.9774	5.4796
\$0.19	\$0.1821	4.6843	\$0.61	\$0.5845	5.0868	\$1.03	\$0.9869	5.4892
\$0.20	\$0.1916	4.6939	\$0.62	\$0.5941	5.0963	\$1.04	\$0.9965	5.4988
\$0.21	\$0.2012	4.7035	\$0.63	\$0.6037	5.1059	\$1.05	\$1.0061	5.5084
\$0.22	\$0.2108	4.7131	\$0.64	\$0.6132	5.1155	\$1.06	\$1.0157	5.5179
\$0.23	\$0.2204	4.7226	\$0.65	\$0.6228	5.1251	\$1.07	\$1.0253	5.5275
\$0.24	\$0.2300	4.7322	\$0.66	\$0.6324	5.1347	\$1.08	\$1.0349	5.5371
\$0.25	\$0.2396	4.7418	\$0.67	\$0.6420	5.1442	\$1.09	\$1.0444	5.5467
\$0.26	\$0.2491	4.7514	\$0.68	\$0.6516	5.1538	\$1.10	\$1.0540	5.5563
\$0.27	\$0.2587	4.7610	\$0.69	\$0.6612	5.1634	\$1.11	\$1.0636	5.5659
\$0.28	\$0.2683	4.7706	\$0.70	\$0.6707	5.1730	\$1.12	\$1.0732	5.5754
\$0.29	\$0.2779	4.7801	\$0.71	\$0.6803	5.1826	\$1.13	\$1.0828	5.5850
\$0.30	\$0.2875	4.7897	\$0.72	\$0.6899	5.1922	\$1.14	\$1.0923	5.5946
\$0.31	\$0.2970	4.7993	\$0.73	\$0.6995	5.2017	\$1.15	\$1.1019	5.6042
\$0.32	\$0.3066	4.8089	\$0.74	\$0.7091	5.2113	\$1.16	\$1.1115	5.6138
\$0.33	\$0.3162	4.8185	\$0.75	\$0.7187	5.2209	\$1.17	\$1.1211	5.6233
\$0.34	\$0.3258	4.8280	\$0.76	\$0.7282	5.2305	\$1.18	\$1.1307	5.6329
\$0.35	\$0.3354	4.8376	\$0.77	\$0.7378	5.2401	\$1.19	\$1.1403	5.6425
\$0.36	\$0.3450	4.8472	\$0.78	\$0.7474	5.2497	\$1.20	\$1.1498	5.6521
\$0.37	\$0.3545	4.8568	\$0.79	\$0.7570	5.2592	\$1.21	\$1.1594	5.6617
\$0.38	\$0.3641	4.8664	\$0.80	\$0.7666	5.2688	\$1.22	\$1.1690	5.6713
\$0.39	\$0.3737	4.8760	\$0.81	\$0.7761	5.2784	\$1.23	\$1.1786	5.6808
\$0.40	\$0.3833	4.8855	\$0.82	\$0.7857	5.2880	\$1.24	\$1.1882	5.6904
\$0.41	\$0.3929	4.8951	\$0.83	\$0.7953	5.2976	\$1.25	\$1.1978	5.7000
\$0.42	\$0.4024	4.9047	\$0.84	\$0.8049	5.3071	\$1.26	\$1.2073	5.7096

Continued on Sheet No. D-3.01

Issued: **March 12, 2025**  
By Theodore Eidukas  
VP - Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service  
Commission  
March 14, 2025  
Filed by: DW

Effective for bills rendered for the **April 2025**  
through March **2026** billing months.  
Issued Under Authority of 1982 PA 304,  
Section 6h and the Michigan Public Service Commission  
**for self-implementing**  
In Case No: **U-21610**

Continued from Sheet No. D-3.00

**D3.1 GCR Ceiling Price Contingency Matrix (Contd.)**

NYMEX Increase	Incremental Contingent GCR Factor	The Maximum Allowed GCR Factor Adjustment (\$/Mcf)	NYMEX Increase	Incremental Contingent GCR Factor	The Maximum Allowed GCR Factor Adjustment (\$/Mcf)	NYMEX Increase	Incremental Contingent GCR Factor	The Maximum Allowed GCR Factor Adjustment (\$/Mcf)
\$1.27	\$1.2169	5.7192	\$1.74	\$1.6673	6.1695	\$2.21	\$2.1176	6.6199
\$1.28	\$1.2265	5.7288	\$1.75	\$1.6769	6.1791	\$2.22	\$2.1272	6.6295
\$1.29	\$1.2361	5.7383	\$1.76	\$1.6864	6.1887	\$2.23	\$2.1368	6.6390
\$1.30	\$1.2457	5.7479	\$1.77	\$1.6960	6.1983	\$2.24	\$2.1464	6.6486
\$1.31	\$1.2552	5.7575	\$1.78	\$1.7056	6.2079	\$2.25	\$2.1560	6.6582
\$1.32	\$1.2648	5.7671	\$1.79	\$1.7152	6.2174	\$2.26	\$2.1655	6.6678
\$1.33	\$1.2744	5.7767	\$1.80	\$1.7248	6.2270	\$2.27	\$2.1751	6.6774
\$1.34	\$1.2840	5.7862	\$1.81	\$1.7343	6.2366	\$2.28	\$2.1847	6.6870
\$1.35	\$1.2936	5.7958	\$1.82	\$1.7439	6.2462	\$2.29	\$2.1943	6.6965
\$1.36	\$1.3032	5.8054	\$1.83	\$1.7535	6.2558	\$2.30	\$2.2039	6.7061
\$1.37	\$1.3127	5.8150	\$1.84	\$1.7631	6.2653	\$2.31	\$2.2134	6.7157
\$1.38	\$1.3223	5.8246	\$1.85	\$1.7727	6.2749	\$2.32	\$2.2230	6.7253
\$1.39	\$1.3319	5.8342	\$1.86	\$1.7823	6.2845	\$2.33	\$2.2326	6.7349
\$1.40	\$1.3415	5.8437	\$1.87	\$1.7918	6.2941	\$2.34	\$2.2422	6.7444
\$1.41	\$1.3511	5.8533	\$1.88	\$1.8014	6.3037	\$2.35	\$2.2518	6.7540
\$1.42	\$1.3606	5.8629	\$1.89	\$1.8110	6.3133	\$2.36	\$2.2614	6.7636
\$1.43	\$1.3702	5.8725	\$1.90	\$1.8206	6.3228	\$2.37	\$2.2709	6.7732
\$1.44	\$1.3798	5.8821	\$1.91	\$1.8302	6.3324	\$2.38	\$2.2805	6.7828
\$1.45	\$1.3894	5.8916	\$1.92	\$1.8397	6.3420	\$2.39	\$2.2901	6.7924
\$1.46	\$1.3990	5.9012	\$1.93	\$1.8493	6.3516	\$2.40	\$2.2997	6.8019
\$1.47	\$1.4086	5.9108	\$1.94	\$1.8589	6.3612	\$2.41	\$2.3093	6.8115
\$1.48	\$1.4181	5.9204	\$1.95	\$1.8685	6.3707	\$2.42	\$2.3188	6.8211
\$1.49	\$1.4277	5.9300	\$1.96	\$1.8781	6.3803	\$2.43	\$2.3284	6.8307
\$1.50	\$1.4373	5.9396	\$1.97	\$1.8877	6.3899	\$2.44	\$2.3380	6.8403
\$1.51	\$1.4469	5.9491	\$1.98	\$1.8972	6.3995	\$2.45	\$2.3476	6.8498
\$1.52	\$1.4565	5.9587	\$1.99	\$1.9068	6.4091	\$2.46	\$2.3572	6.8594
\$1.53	\$1.4660	5.9683	\$2.00	\$1.9164	6.4187	\$2.47	\$2.3668	6.8690
\$1.54	\$1.4756	5.9779	\$2.01	\$1.9260	6.4282	\$2.48	\$2.3763	6.8786
\$1.55	\$1.4852	5.9875	\$2.02	\$1.9356	6.4378	\$2.49	\$2.3859	6.8882
\$1.56	\$1.4948	5.9970	\$2.03	\$1.9451	6.4474	\$2.50	\$2.3955	6.8978
\$1.57	\$1.5044	6.0066	\$2.04	\$1.9547	6.4570	\$2.51	\$2.4051	6.9073
\$1.58	\$1.5140	6.0162	\$2.05	\$1.9643	6.4666	\$2.52	\$2.4147	6.9169
\$1.59	\$1.5235	6.0258	\$2.06	\$1.9739	6.4761	\$2.53	\$2.4242	6.9265
\$1.60	\$1.5331	6.0354	\$2.07	\$1.9835	6.4857	\$2.54	\$2.4338	6.9361
\$1.61	\$1.5427	6.0450	\$2.08	\$1.9931	6.4953	\$2.55	\$2.4434	6.9457
\$1.62	\$1.5523	6.0545	\$2.09	\$2.0026	6.5049	\$2.56	\$2.4530	6.9552
\$1.63	\$1.5619	6.0641	\$2.10	\$2.0122	6.5145	\$2.57	\$2.4626	6.9648
\$1.64	\$1.5714	6.0737	\$2.11	\$2.0218	6.5241	\$2.58	\$2.4722	6.9744
\$1.65	\$1.5810	6.0833	\$2.12	\$2.0314	6.5336	\$2.59	\$2.4817	6.9840
\$1.66	\$1.5906	6.0929	\$2.13	\$2.0410	6.5432	\$2.60	\$2.4913	6.9936
\$1.67	\$1.6002	6.1024	\$2.14	\$2.0505	6.5528	\$2.61	\$2.5009	7.0032
\$1.68	\$1.6098	6.1120	\$2.15	\$2.0601	6.5624	\$2.62	\$2.5105	7.0127
\$1.69	\$1.6194	6.1216	\$2.16	\$2.0697	6.5720	\$2.63	\$2.5201	7.0223
\$1.70	\$1.6289	6.1312	\$2.17	\$2.0793	6.5815	\$2.64	\$2.5296	7.0319
\$1.71	\$1.6385	6.1408	\$2.18	\$2.0889	6.5911	\$2.65	\$2.5392	7.0415
\$1.72	\$1.6481	6.1504	\$2.19	\$2.0985	6.6007	\$2.66	\$2.5488	7.0511
\$1.73	\$1.6577	6.1599	\$2.20	\$2.1080	6.6103	\$2.67	\$2.5584	7.0606

Continued on Sheet No. D-3.02

Issued: **March 12, 2025**  
By Theodore Eidukas  
VP - Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service  
Commission  
March 14, 2025  
Filed by: DW

Effective for bills rendered for the **April 2025**  
through March **2026** billing months.  
Issued Under Authority of 1982 PA 304,  
Section 6h and the Michigan Public Service Commission  
**for self-implementing**  
In Case No: **U-21610**

Continued from Sheet No. D-3.01

**D3.1 GCR Ceiling Price Contingency Matrix (Contd.)**

NYMEX Increase	Incremental Contingent GCR Factor	The Maximum Allowed GCR Factor Adjustment (\$/Mcf)	NYMEX Increase	Incremental Contingent GCR Factor	The Maximum Allowed GCR Factor Adjustment (\$/Mcf)	NYMEX Increase	Incremental Contingent GCR Factor	The Maximum Allowed GCR Factor Adjustment
\$2.68	\$2.5680	7.0702	\$3.15	\$3.0183	7.5206	\$3.62	\$3.4687	7.9709
\$2.69	\$2.5776	7.0798	\$3.16	\$3.0279	7.5302	\$3.63	\$3.4783	7.9805
\$2.70	\$2.5871	7.0894	\$3.17	\$3.0375	7.5397	\$3.64	\$3.4878	7.9901
\$2.71	\$2.5967	7.0990	\$3.18	\$3.0471	7.5493	\$3.65	\$3.4974	7.9997
\$2.72	\$2.6063	7.1086	\$3.19	\$3.0567	7.5589	\$3.66	\$3.5070	8.0093
\$2.73	\$2.6159	7.1181	\$3.20	\$3.0662	7.5685	\$3.67	\$3.5166	8.0188
\$2.74	\$2.6255	7.1277	\$3.21	\$3.0758	7.5781	\$3.68	\$3.5262	8.0284
\$2.75	\$2.6351	7.1373	\$3.22	\$3.0854	7.5877	\$3.69	\$3.5358	8.0380
\$2.76	\$2.6446	7.1469	\$3.23	\$3.0950	7.5972	\$3.70	\$3.5453	8.0476
\$2.77	\$2.6542	7.1565	\$3.24	\$3.1046	7.6068	\$3.71	\$3.5549	8.0572
\$2.78	\$2.6638	7.1661	\$3.25	\$3.1142	7.6164	\$3.72	\$3.5645	8.0668
\$2.79	\$2.6734	7.1756	\$3.26	\$3.1237	7.6260	\$3.73	\$3.5741	8.0763
\$2.80	\$2.6830	7.1852	\$3.27	\$3.1333	7.6356	\$3.74	\$3.5837	8.0859
\$2.81	\$2.6925	7.1948	\$3.28	\$3.1429	7.6452	\$3.75	\$3.5933	8.0955
\$2.82	\$2.7021	7.2044	\$3.29	\$3.1525	7.6547	\$3.76	\$3.6028	8.1051
\$2.83	\$2.7117	7.2140	\$3.30	\$3.1621	7.6643	\$3.77	\$3.6124	8.1147
\$2.84	\$2.7213	7.2235	\$3.31	\$3.1716	7.6739	\$3.78	\$3.6220	8.1243
\$2.85	\$2.7309	7.2331	\$3.32	\$3.1812	7.6835	\$3.79	\$3.6316	8.1338
\$2.86	\$2.7405	7.2427	\$3.33	\$3.1908	7.6931	\$3.80	\$3.6412	8.1434
\$2.87	\$2.7500	7.2523	\$3.34	\$3.2004	7.7026	\$3.81	\$3.6507	8.1530
\$2.88	\$2.7596	7.2619	\$3.35	\$3.2100	7.7122	\$3.82	\$3.6603	8.1626
\$2.89	\$2.7692	7.2715	\$3.36	\$3.2196	7.7218	\$3.83	\$3.6699	8.1722
\$2.90	\$2.7788	7.2810	\$3.37	\$3.2291	7.7314	\$3.84	\$3.6795	8.1817
\$2.91	\$2.7884	7.2906	\$3.38	\$3.2387	7.7410	\$3.85	\$3.6891	8.1913
\$2.92	\$2.7979	7.3002	\$3.39	\$3.2483	7.7506	\$3.86	\$3.6987	8.2009
\$2.93	\$2.8075	7.3098	\$3.40	\$3.2579	7.7601	\$3.87	\$3.7082	8.2105
\$2.94	\$2.8171	7.3194	\$3.41	\$3.2675	7.7697	\$3.88	\$3.7178	8.2201
\$2.95	\$2.8267	7.3289	\$3.42	\$3.2770	7.7793	\$3.89	\$3.7274	8.2297
\$2.96	\$2.8363	7.3385	\$3.43	\$3.2866	7.7889	\$3.90	\$3.7370	8.2392
\$2.97	\$2.8459	7.3481	\$3.44	\$3.2962	7.7985	\$3.91	\$3.7466	8.2488
\$2.98	\$2.8554	7.3577	\$3.45	\$3.3058	7.8080	\$3.92	\$3.7561	8.2584
\$2.99	\$2.8650	7.3673	\$3.46	\$3.3154	7.8176	\$3.93	\$3.7657	8.2680
\$3.00	\$2.8746	7.3769	\$3.47	\$3.3250	7.8272	\$3.94	\$3.7753	8.2776
\$3.01	\$2.8842	7.3864	\$3.48	\$3.3345	7.8368	\$3.95	\$3.7849	8.2871
\$3.02	\$2.8938	7.3960	\$3.49	\$3.3441	7.8464	\$3.96	\$3.7945	8.2967
\$3.03	\$2.9033	7.4056	\$3.50	\$3.3537	7.8560	\$3.97	\$3.8041	8.3063
\$3.04	\$2.9129	7.4152	\$3.51	\$3.3633	7.8655	\$3.98	\$3.8136	8.3159
\$3.05	\$2.9225	7.4248	\$3.52	\$3.3729	7.8751	\$3.99	\$3.8232	8.3255
\$3.06	\$2.9321	7.4343	\$3.53	\$3.3824	7.8847	\$4.00	\$3.8328	8.3351
\$3.07	\$2.9417	7.4439	\$3.54	\$3.3920	7.8943	\$4.01	\$3.8424	8.3446
\$3.08	\$2.9513	7.4535	\$3.55	\$3.4016	7.9039	\$4.02	\$3.8520	8.3542
\$3.09	\$2.9608	7.4631	\$3.56	\$3.4112	7.9134	\$4.03	\$3.8615	8.3638
\$3.10	\$2.9704	7.4727	\$3.57	\$3.4208	7.9230	\$4.04	\$3.8711	8.3734
\$3.11	\$2.9800	7.4823	\$3.58	\$3.4304	7.9326	\$4.05	\$3.8807	8.3830
\$3.12	\$2.9896	7.4918	\$3.59	\$3.4399	7.9422	\$4.06	\$3.8903	8.3925
\$3.13	\$2.9992	7.5014	\$3.60	\$3.4495	7.9518	\$4.07	\$3.8999	8.4021
\$3.14	\$3.0087	7.5110	\$3.61	\$3.4591	7.9614	\$4.08	\$3.9095	8.4117

Continued on Sheet No. D-3.03

Issued: **March 12, 2025**  
By Theodore Eidukas  
VP - Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service  
Commission  
March 14, 2025  
Filed by: DW

Effective for bills rendered for the **April 2025**  
through March **2026** billing months.  
Issued Under Authority of 1982 PA 304,  
Section 6h and the Michigan Public Service Commission  
**for self-implementing**  
In Case No: **U-21610**

Continued from Sheet No. D-3.02

**D3.1 GCR Ceiling Price Contingency Matrix (Contd.)**

NYMEX Increase	Incremental Contingent GCR Factor	The Maximum Allowed GCR Factor Adjustment (\$/Mcf)	NYMEX Increase	Incremental Contingent GCR Factor	The Maximum Allowed GCR Factor Adjustment (\$/Mcf)
\$4.09	\$3.9190	8.4213	\$4.56	\$4.3694	8.8716
\$4.10	\$3.9286	8.4309	\$4.57	\$4.3790	8.8812
\$4.11	\$3.9382	8.4405	\$4.58	\$4.3886	8.8908
\$4.12	\$3.9478	8.4500	\$4.59	\$4.3981	8.9004
\$4.13	\$3.9574	8.4596	\$4.60	\$4.4077	8.9100
\$4.14	\$3.9669	8.4692	\$4.61	\$4.4173	8.9196
\$4.15	\$3.9765	8.4788	\$4.62	\$4.4269	8.9291
\$4.16	\$3.9861	8.4884	\$4.63	\$4.4365	8.9387
\$4.17	\$3.9957	8.4979	\$4.64	\$4.4460	8.9483
\$4.18	\$4.0053	8.5075	\$4.65	\$4.4556	8.9579
\$4.19	\$4.0149	8.5171	\$4.66	\$4.4652	8.9675
\$4.20	\$4.0244	8.5267	\$4.67	\$4.4748	8.9770
\$4.21	\$4.0340	8.5363	\$4.68	\$4.4844	8.9866
\$4.22	\$4.0436	8.5459	\$4.69	\$4.4940	8.9962
\$4.23	\$4.0532	8.5554	\$4.70	\$4.5035	9.0058
\$4.24	\$4.0628	8.5650	\$4.71	\$4.5131	9.0154
\$4.25	\$4.0724	8.5746	\$4.72	\$4.5227	9.0250
\$4.26	\$4.0819	8.5842	\$4.73	\$4.5323	9.0345
\$4.27	\$4.0915	8.5938	\$4.74	\$4.5419	9.0441
\$4.28	\$4.1011	8.6034	\$4.75	\$4.5515	9.0537
\$4.29	\$4.1107	8.6129	\$4.76	\$4.5610	9.0633
\$4.30	\$4.1203	8.6225	\$4.77	\$4.5706	9.0729
\$4.31	\$4.1298	8.6321	\$4.78	\$4.5802	9.0825
\$4.32	\$4.1394	8.6417	\$4.79	\$4.5898	9.0920
\$4.33	\$4.1490	8.6513	\$4.80	\$4.5994	9.1016
\$4.34	\$4.1586	8.6608	\$4.81	\$4.6089	9.1112
\$4.35	\$4.1682	8.6704	\$4.82	\$4.6185	9.1208
\$4.36	\$4.1778	8.6800	\$4.83	\$4.6281	9.1304
\$4.37	\$4.1873	8.6896	\$4.84	\$4.6377	9.1399
\$4.38	\$4.1969	8.6992	\$4.85	\$4.6473	9.1495
\$4.39	\$4.2065	8.7088	\$4.86	\$4.6569	9.1591
\$4.40	\$4.2161	8.7183	\$4.87	\$4.6664	9.1687
\$4.41	\$4.2257	8.7279	\$4.88	\$4.6760	9.1783
\$4.42	\$4.2352	8.7375	\$4.89	\$4.6856	9.1879
\$4.43	\$4.2448	8.7471	\$4.90	\$4.6952	9.1974
\$4.44	\$4.2544	8.7567	\$4.91	\$4.7048	9.2070
\$4.45	\$4.2640	8.7662	\$4.92	\$4.7143	9.2166
\$4.46	\$4.2736	8.7758	\$4.93	\$4.7239	9.2262
\$4.47	\$4.2832	8.7854	\$4.94	\$4.7335	9.2358
\$4.48	\$4.2927	8.7950	\$4.95	\$4.7431	9.2453
\$4.49	\$4.3023	8.8046	\$4.96	\$4.7527	9.2549
\$4.50	\$4.3119	8.8142	\$4.97	\$4.7623	9.2645
\$4.51	\$4.3215	8.8237	\$4.98	\$4.7718	9.2741
\$4.52	\$4.3311	8.8333	\$4.99	\$4.7814	9.2837
\$4.53	\$4.3406	8.8429	\$5.00	\$4.7910	9.2933
\$4.54	\$4.3502	8.8525			
\$4.55	\$4.3598	8.8621			

Continued on Sheet No. D-4.00

Issued: **March 12, 2025**  
By Theodore Eidukas  
VP - Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service  
Commission  
March 14, 2025  
Filed by: DW

Effective for bills rendered for the **April 2025**  
through March **2026** billing months.  
Issued Under Authority of 1982 PA 304,  
Section 6h and the Michigan Public Service Commission  
**for self-implementing**  
In Case No: **U-21610**

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

Issued: **December 12, 2024**  
By: Theodore Eidukas  
VP - Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service  
Commission  
**December 16, 2024**  
Filed by: DW

Effective for Service  
On and After: **January 1, 2025**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **September 26, 2024**  
In Case No: **U-21540**

**D4. RESIDENTIAL RATE - (General and Heating)**

**AVAILABILITY**

Subject to limitations and restrictions contained in orders of the Michigan Public Service Commission in effect from time to time and in the Rules and Regulations of the Company.

**DEFINITIONS**

Facilities 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 will be provided service by Michigan Gas Utilities under the General Service Rate.

If the facilities described above are combined with a residential facility, only the General Service Rate will be allowed. The Residential Rate will not be available in this instance.

If a customer is receiving service under the Residential Rate and it is determined that the facility is associated with the purchase, sale or supplying (for profit or otherwise) of a commodity, product or service, the Company reserves the right to change the rate classification to the General Service Rate.

Prior to making a rate classification change, the Company will endeavor to make a physical inspection of the facility to verify those findings that resulted in the need for a rate classification change. A service order will be issued by Michigan Gas Utilities.

Rate classification changes will be made by Michigan Gas Utilities, and the customer will be notified by means of a letter. The Company will not make any adjustments to the customer's previous billings for service received under the incorrect rate.

Continued on Sheet No. D-6.00

Issued: January 2, 2008  
By J F Schott  
VP Regulatory Affairs  
Green Bay, Wisconsin



Effective for Service  
On and After: October 10, 2007

Issued Under Authority of  
Michigan Public Service Commission  
Dated: October 9, 2007  
In Case No: U-15152



Continued From Sheet No. D-5.00

**D4. RESIDENTIAL RATE - (General and Heating) (Contd.)**

**RATE**

Customer Charge:             Daily                                     Monthly  
   \$ 0.4274 per customer, or         \$ 13.00 per customer, plus

Distribution Charge  
**\$ 2.8379** per Mcf, plus

Gas Supply Acquisition Charge  
**\$ 0.0448** per Mcf (This charge is not applicable to Gas Choice customers or  
Aggregated Transportation accounts.)

**Residential Income Assistance (RIA) Service Provision:**

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

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

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

The monthly credit for the Income Assistance Service Provision (RIA) shall be applied as follows:  
Income Assistance Credit: \$(13.00) per customer per month

**Low Income Assistance Credit (LIAC):**

Company selected residential customers may receive the LIAC. This credit is available for up to 83 qualifying residential customers where the total household income does not exceed 150% of the Federal Poverty Level, a credit shall be applied during all billing months. *The total household income is verified when the customer has provided proof that they have received, or are currently participating in, one or more of the following within the past 12 months:*

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

The monthly credit for the LIAC shall be applied as follows:  
Low Income Assistance Credit: \$(30.00) per customer per month

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

Continued on Sheet No. D-7.00

Issued: **December 12, 2024**  
By: Theodore Eidukas  
VP - Regulatory Affairs  
Milwaukee, Wisconsin



Effective for Service  
On and After: **January 1, 2025**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **September 26, 2024**  
In Case No: **U-21540**

Continued From Sheet No. D-6.00

**D4. RESIDENTIAL RATE - (General and Heating) (Contd.)**

**Residential Service Senior Citizen Provision:**

**When service is supplied to a Principal Residence Customer, who is 65 years of age or older and head of household, a credit shall be applied during all billing months.**

**The monthly credit for the Residential Service Senior Citizen Provision shall be applied as follows: Delivery Charges: These charges are applicable to Full Service and Retail Open Access customers.**

**The monthly credit for the Residential Service Senior Citizen Provision shall be applied as follows:**

**Senior Assistance Credit: \$(6.50) per month per customer**

**This credit shall not be taken in conjunction with a credit for the Residential Income Assistance (RIA) Service Provision.**

**Gas Cost Recovery Charge**

The monthly gas cost recovery charge as set forth on Sheet No. D-2.00.

**Supplemental Charges**

This rate is subject to the Supplemental Charges set forth on Sheet Nos. D-1.00 and D-1.01.

**Main Replacement Program Rider**

This rate is subject to the Main Replacement Program Rider charges set forth on Sheet Nos. D-1.04, D-1.05, D-1.06 and D-1.07.

**Seasonal Service Charge**

A charge of \$50.00 payable in either a flat amount or three equal installments, will be made to partially cover the cost of restoring service when it has been temporarily discontinued at the customer's request.

**Late Payment Charge and Due Date**

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

Continued on Sheet No. D-8.00

Issued: **December 12, 2023**  
By: Theodore Eidukas  
**VP - Regulatory Affairs**  
Milwaukee, Wisconsin

Michigan Public Service Commission
<b>December 18, 2023</b>
Filed by: DW

Effective for Service  
On and After: **January 1, 2024**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **August 30, 2023**  
In Case No: **U-21366**

Continued From Sheet No. D-7.00

#### **D4. RESIDENTIAL RATE - (General and Heating) (Contd.)**

##### **Minimum Payment Option (MPO):**

This option is available for Residential customers who are faced with disconnection of utility service because of past-due utility bills. Customers will be given an option to pay a percentage of the total bill (arrearage and current bill) to avoid disconnection of service. The percentage will begin at 30%. It may increase or decrease for subsequent billing cycles by up to 10% for each succeeding month, but at no time will it exceed 60% of the balance as the minimum amount. If the customer pays the minimum payment option, and the following month the arrears still fall within the disconnection parameters, the customer will be given this minimum payment option again.

Other payment options include full payment, the Winter Protection Program and deferred payment arrangements.

##### **GAS ALLOCATION PROCEDURE**

This rate schedule is subject to the provisions of Rule C2.7.

##### **SPECIAL TAXES**

- (1) 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.
- (2) 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.

##### **RULES AND REGULATIONS**

Service under this rate schedule shall be subject to the Standard Rules and Regulations of the Company.

Continued on Sheet No. D-9.00

Issued: **December 12, 2023**  
By: Theodore Eidukas  
**VP - Regulatory Affairs**  
Milwaukee, Wisconsin

Michigan Public Service Commission
December 18, 2023
Filed by: DW

Effective for Service  
On and After: **January 1, 2024**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **August 30, 2023**  
In Case No: **U-21366**

Continued From Sheet No. D-8.00

**D5. SMALL GENERAL SERVICE RATE - (General and Heating)**

**AVAILABILITY**

Subject to limitations and restrictions contained in orders of the Michigan Public Service 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 non-residential customer for any purpose.

**RATE**

Customer Charge:

	<u>Daily</u>	<u>Monthly</u>
	\$ 1.1507 per customer, or	\$ 35.00 per customer, plus

Distribution Charge  
**\$ 1.8625** per Mcf, plus

Gas Supply Acquisition Charge  
**\$ 0.0448** per Mcf (This charge is not applicable to Gas Choice customers or Aggregated Transportation accounts.)

Gas Cost Recovery Charge  
The monthly gas cost recovery charge as set forth on Sheet No. D-2.00.

Supplemental Charges  
This rate is subject to the Supplemental Charges set forth on Sheet Nos. D-1.00, D-1.01 and **D-1.02**.

Main Replacement Program Rider  
This rate is subject to the Main Replacement Program Rider charges set forth on Sheet Nos. D-1.04, D-1.05, D-1.06 and D-1.07.

Seasonal Service Charge  
A charge of \$50.00, payable in either a flat amount or three equal installments, will be made to partially cover the cost of restoring service when it has been temporarily discontinued at the customer's request.

Delayed Payment Charge and Due Date  
A delayed payment charge of 2%, shall be applied to the unpaid balance outstanding not compounded, net of sales tax, of any bill which is not paid on or before the due date shown thereon. The due date shall be 21 days following the date of mailing.

Continued on Sheet No. D-10.00

Issued: **December 12, 2024**  
By: Theodore Eidukas  
VP - Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service Commission <b>December 16, 2024</b> Filed by: DW
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Effective for Service  
On and After: **January 1, 2025**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **September 26, 2024**  
In Case No: **U-21540**

Continued From Sheet No. D-9.00

**D5. SMALL GENERAL SERVICE RATE - (General and Heating) (Contd)**

**GAS ALLOCATION PROCEDURE**

This rate schedule is subject to the provisions of Rule C2.7.

**SPECIAL TAXES**

- (1) 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.
- (2) 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.

**RULES AND REGULATIONS**

Services under this rate schedule shall be subject to the Standard Rules and Regulations of the Company.

Continued on Sheet No. D-11.00

Issued: **November 17, 2021**  
By: **Theodore Eidukas**  
VP Regulatory Affairs  
Milwaukee, Wisconsin



Effective for Service  
On and After: **January 1, 2022**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **September 9, 2021**  
In Case No: **U-20718**



Continued From Sheet No. D-11.00

**D6. MEDIUM GENERAL SERVICE RATE - (General and Heating) (Contd)**

**GAS ALLOCATION PROCEDURE**

This rate schedule is subject to the provisions of Rule C2.7.

**SPECIAL TAXES**

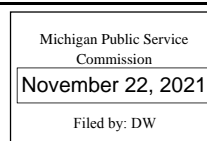
- (1) In municipalities which levy special taxes, license fees, or street rentals against the Company, and which levy has been successfully maintained, the standard of rates shall be increased within the limits of such municipalities so as to offset such special charges and thereby prevent the customers in other localities from being compelled to share any portion of such local increase.
- (2) 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.

**RULES AND REGULATIONS**

Services under this rate schedule shall be subject to the Standard Rules and Regulations of the Company.

Continued on Sheet No. D-13.00

Issued: **November 17, 2021**  
By: **Theodore Eidukas**  
VP Regulatory Affairs  
Milwaukee, Wisconsin



Effective for Service  
On and After: **January 1, 2022**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **September 9, 2021**  
In Case No: **U-20718**

Continued from Sheet No. D-12.00

**D7. LARGE GENERAL SERVICE RATE - (General and Heating)**

**AVAILABILITY**

Subject to limitations and restrictions contained in orders of the Michigan Public Service 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 non-residential customer for any purpose.

**RATE**

Customer Charge:

\$ 13.9726 per customer, or      \$ 425.00 per customer, plus

Distribution Charge  
\$ **1.6351** per Mcf, plus

Gas Supply Acquisition Charge  
\$ **0.0448** per Mcf (This charge is not applicable to Gas Choice customers or Aggregated Transportation accounts.)

Gas Cost Recovery Charge  
The monthly gas cost recovery charge as set forth on Sheet No. D-2.00.

Supplemental Charges:  
This rate is subject to the Supplemental Charges set forth on Sheet Nos D-1.00, D-1.01 **and D-1.02.**

Main Replacement Program Rider  
This rate is subject to the Main Replacement Program Rider charges set forth on Sheet Nos. D-1.04, D-1.05, D-1.06 and D-1.07.

Seasonal Service Charge  
A charge of \$50.00, payable in either a flat amount or three equal installments, will be made to partially cover the cost of restoring service when it has been temporarily discontinued at the customer's request.

Delayed Payment Charge and Due Date  
A delayed payment charge of 2% shall be applied to the unpaid balance outstanding not compounded, net of sales tax, of any bill which is not paid on or before the due date shown thereon. The due date shall be 21 days following the date of mailing.

Continued on Sheet No. D-14.00

Issued: **December 12, 2024**  
By: Theodore Eidukas  
VP - Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service  
Commission  
**December 16, 2024**  
Filed by: DW

Effective for Service  
On and After: **January 1, 2025**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **September 26, 2024**  
In Case No: **U-21540**



Continued From Sheet No. D-13.00

**D7. LARGE GENERAL SERVICE RATE - (General and Heating) (Contd)**

**GAS ALLOCATION PROCEDURE**

This rate schedule is subject to the provisions of Rule C2.7.

**SPECIAL TAXES**

- (1) 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.
- (2) 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.

**RULES AND REGULATIONS**

Services under this rate schedule shall be subject to the Standard Rules and Regulations of the Company.

Continued to Sheet No. D-15.00

Issued: January 2, 2008  
By J F Schott  
VP Regulatory Affairs  
Green Bay, Wisconsin



Effective for Service  
On and After: October 10, 2007

Issued Under Authority of  
Michigan Public Service Commission  
Dated: October 9, 2007  
In Case No: U-15152

Continued from Sheet No. D-14.00

## D8. GAS LIGHTING RATE

### AVAILABILITY

Subject to limitations and restrictions contained in orders of the Michigan Public Service Commission in effect from time to time and in the Rules and Regulations of the Company.

<u>Rate Schedule</u>	<u>Distribution Charge</u>
Commercial -	\$ 1.8625 per Mcf

Street Lights - (In accordance with the terms of the service agreement)

Gas Supply Acquisition Charge  
\$ 0.0448 per Mcf (This charge is not applicable to Gas Choice customers or Aggregated Transportation accounts.)

Gas Cost Recovery Charge  
The monthly gas cost recovery charge as set forth on Sheet No. D-2.00.

Supplemental Charges  
This rate is subject to the Supplemental Charges set forth on Sheet Nos. D-1.00, D-1.01 and D-1.02.

Main Replacement Program Rider  
This rate is subject to the Main Replacement Program Rider charges set forth on Sheet Nos. D-1.04, D-1.05, D-1.06 and D-1.07.

**Effective as of September 26, 2024, this rate is closed to new business. Existing customers will no longer be served under this rate as of 18 months after the date a customer on this rate was notified of its closure. In the event a customer determines they will be unable to obtain necessary alternative lighting by such date, they shall notify the Company and the Company shall make reasonable accommodations in an attempt to continue service until such time as the necessary alternative lighting is obtained.**

### RULES AND REGULATIONS

Service under this rate schedule shall be subject to the Standard Rules and Regulations of the Company plus the following condition:

No additional gas burning devices may be attached to the service connection for light(s) served under this rate.

Continued on Sheet No. D-15.01

Issued: **December 12, 2024**  
By: Theodore Eidukas  
VP - Regulatory Affairs  
Milwaukee, Wisconsin



Effective for Service  
On and After: **January 1, 2025**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **September 26, 2024**  
In Case No: **U-21540**

Continued from Sheet No. D-15.00

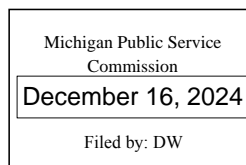
**D8. GAS LIGHTING RATE (Contd.)**

**SPECIAL TAXES**

- (1) 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.
- (2) Bills shall be increased to offset any new or increased special tax or excise imposed by any governmental authority upon the Company's production, transmission or sale of gas.

Continued on Sheet No. D-16.00

Issued: **December 12, 2024**  
By: **Theodore Eidukas**  
VP - Regulatory Affairs  
Milwaukee, Wisconsin



**Effective for Service**  
**On and After: January 1, 2025**  
**Issued Under Authority of**  
**Michigan Public Service Commission**  
**Dated: September 26, 2024**  
**In Case No: U-21540**

Continued from Sheet No. D-15.00

**D9. RESIDENTIAL SERVICE – GAS DEMAND RESPONSE PROGRAM**

**AVAILABILITY**

This schedule is available on an optional basis to residential customers. The Company has the right to limit this tariff to 50 customers.

**DEFINITIONS**

Gas Demand Response events will be communicated by the Company by e-mail, SMS/text messaging or phone call.

Gas Demand Response rewards will be issued at random, at the sole discretion of the Company, in the form of a one in ten chance to win a \$50 Gift Card. This is to occur within 30 days of the start of the heating season (Nov 1). An additional one in ten chance to win A \$25 Gift Card will occur within 30 days at the end of the heating season (Mar 31).

**RATE**

Charges as set forth on Sheet No. D-6.00 and D-7.00.

Customer Charge  
Distribution Charge  
Gas Supply Acquisition Charge  
Seasonal Service Charge  
Late Payment Charge

Gas Cost Recovery Charge

The monthly gas cost recovery charge as set forth on Sheet No. D-2.00.

Supplemental Charges

This rate is subject to the Supplemental Charges set forth on Sheet No. D-1.00 and D-1.01.

Special Taxes

This rate is subject to the Special Taxes set forth on Sheet No. D-8.00.

Main Replacement Program Rider

This rate is subject to the Main replacement Program Rider charges set forth on Sheet No. D-1.07.

Gas Allocation Procedure

This rate schedule is subject to the provisions of Rule C2.7.

**SPECIAL TERMS AND PROVISIONS**

This Rate schedule will apply for a minimum of one year from the date which consumption under this tariff is initiated, unless otherwise approved by the Company.

Availability is subject to the ability of the Company to obtain and install the required metering.

Continued on Sheet No. D-17.00

Issued: **November 17, 2021**  
By: **Theodore Eidukas**  
VP Regulatory Affairs  
Milwaukee, Wisconsin



Effective for Service  
On and After: **January 1, 2022**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **September 9, 2021**  
In Case No: **U-20718**

Continued from Sheet No. D-16.00

**D9. RESIDENTIAL SERVICE – GAS DEMAND RESPONSE PROGRAM (Contd.)**

**SPECIAL TERMS AND PROVISIONS (Contd.)**

Each participating customer who remains eligible to participate in the subsequent term shall be automatically re-enrolled every 12 months with at least (30) day notice. The Customer shall have the right to rescind the re-enrollment until and including 30 days from the program enrollment anniversary date. Any request to be removed from the program shall take effect at the start of the next billing cycle.

The Company shall have the sole discretion to initiate Gas Demand Response events up to 72 hours during the calendar year. Customers shall be provided with a minimum of one hour notice prior to initiation of a critical event. The minimum length of Gas Demand Response event(s) shall be 2 hours and the maximum length of an interruption shall be 8 hours.

**RULES AND REGULATIONS**

Service under this rate schedule shall be subject to the Standard Rules and Regulations of the Company.

Continued on Sheet No. D-18.00

Issued: **November 17, 2021**  
By: **Theodore Eidukas**  
VP Regulatory Affairs  
Milwaukee, Wisconsin



Effective for Service  
On and After: **January 1, 2022**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **September 9, 2021**  
In Case No: **U-20718**

Continued from Sheet No. D-17.00

**D10. SMALL GENERAL SERVICE RATE – GAS DEMAND RESPONSE PROGRAM**

**AVAILABILITY**

This schedule is available on an optional basis to small general service customers. The Company has the right to limit this tariff to 15 customers.

**DEFINITIONS**

Gas Demand Response events will be communicated by the Company by e-mail, SMS/text messaging or phone call.

Gas Demand Response rewards will be issued at random, at the sole discretion of the Company, in the form of a one in ten chance to win a \$50 Gift Card. This is to occur within 30 days of the start of the heating season (Nov 1). An additional one in ten chance to win A \$25 Gift Card will occur within 30 days at the end of the heating season (Mar 31).

**RATE**

Charges as set forth on Sheet No. D-9.00.

Customer Charge  
Distribution Charge  
Gas Supply Acquisition Charge  
Seasonal Service Charge  
Delayed Payment Charge and Due Date

Gas Cost Recovery Charge

The monthly gas cost recovery charge as set forth on Sheet No. D-2.00.

Supplemental Charges

This rate is subject to the Supplemental Charges set forth on Sheet No. D-1.00 and D-1.01.

Main Replacement Program Rider

This rate is subject to the Main replacement Program Rider charges set forth on Sheet Nos. D-1.04, D-1.05, D-1.06 and D-1.07.

Special Taxes

This rate is subject to the Special Taxes set forth on Sheet No. D-10.00.

Gas Allocation Procedure

This rate schedule is subject to the provisions of Rule C2.7.

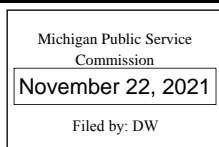
**SPECIAL TERMS AND PROVISIONS**

This Rate schedule will apply for a minimum of one year from the date which consumption under this tariff is initiated, unless otherwise approved by the Company.

Availability is subject to the ability of the Company to obtain and install the required metering.

Continued on Sheet No. D-19.00

Issued: **November 17, 2021**  
By: **Theodore Eidukas**  
VP Regulatory Affairs  
Milwaukee, Wisconsin



Effective for Service  
On and After: **January 1, 2022**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **September 9, 2021**  
In Case No: **U-20718**

Continued from Sheet No. D-18.00

**D10. SMALL GENERAL SERVICE RATE – GAS DEMAND RESPONSE PROGRAM (Contd.)**

**SPECIAL TERMS AND PROVISIONS (Contd.)**

Each participating customer who remains eligible to participate in the subsequent term shall be automatically re-enrolled every 12 months with at least (30) day notice. The Customer shall have the right to rescind the re-enrollment until and including 30 days from the program enrollment anniversary date. Any request to be removed from the program shall take effect at the start of the next billing cycle.

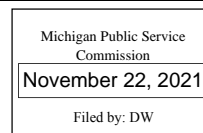
The Company shall have the sole discretion to initiate Gas Demand Response events up to 72 hours during the calendar year. Customers shall be provided with a minimum of one hour notice prior to initiation of a critical event. The minimum length of Gas Demand Response event(s) shall be 2 hours and the maximum length of an interruption shall be 8 hours.

**RULES AND REGULATIONS**

Service under this rate schedule shall be subject to the Standard Rules and Regulations of the Company.

Continued on Sheet No. D-20.00

Issued: **November 17, 2021**  
By: **Theodore Eidukas**  
VP Regulatory Affairs  
Milwaukee, Wisconsin



Effective for Service  
On and After: **January 1, 2022**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **September 9, 2021**  
In Case No: **U-20718**

Continued from Sheet No. D-19.00

**D11. MEDIUM GENERAL SERVICE RATE – GAS DEMAND RESPONSE PROGRAM**

**AVAILABILITY**

This schedule is available on an optional basis to medium general service customers. The Company has the right to limit this tariff to 10 customers.

**DEFINITIONS**

Gas Demand Response events will be communicated by the Company by e-mail, SMS/text messaging or phone call.

Gas Demand Response rewards will be issued at random, at the sole discretion of the Company, in the form of a one in ten chance to win a \$50 Gift Card. This is to occur within 30 days of the start of the heating season (Nov 1). An additional one in ten chance to win A \$25 Gift Card will occur within 30 days at the end of the heating season (Mar 31).

**RATE**

Charges as set forth on Sheet No. D-11.00.

Customer Charge  
Distribution Charge  
Gas Supply Acquisition Charge  
Seasonal Service Charge  
Delayed Payment Charge and Due Date

Gas Cost Recovery Charge

The monthly gas cost recovery charge as set forth on Sheet No. D-2.00.

Supplemental Charges

This rate is subject to the Supplemental Charges set forth on Sheet No. D-1.00 and D-1.01.

Main Replacement Program Rider

This rate is subject to the Main replacement Program Rider charges set forth on Sheet Nos. D-1.04, D-1.05, D-1.06 and D-1.07.

Special Taxes

This rate is subject to the Special Taxes set forth on Sheet No. D-12.00.

Gas Allocation Procedure

This rate schedule is subject to the provisions of Rule C2.7.

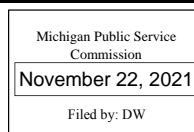
**SPECIAL TERMS AND PROVISIONS**

This Rate schedule will apply for a minimum of one year from the date which consumption under this tariff is initiated, unless otherwise approved by the Company.

Availability is subject to the ability of the Company to obtain and install the required metering.

Continued on Sheet No. D-21.00

Issued: **November 17, 2021**  
By: **Theodore Eidukas**  
VP Regulatory Affairs  
Milwaukee, Wisconsin



Effective for Service  
On and After: **January 1, 2022**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **September 9, 2021**  
In Case No: **U-20718**



Continued from Sheet No. D-20.00

**D11. MEDIUM GENERAL SERVICE RATE – GAS DEMAND RESPONSE PROGRAM (Contd.)**

**SPECIAL TERMS AND PROVISIONS (Contd.)**

Each participating customer who remains eligible to participate in the subsequent term shall be automatically re-enrolled every 12 months with at least (30) day notice. The Customer shall have the right to rescind the re-enrollment until and including 30 days from the program enrollment anniversary date. Any request to be removed from the program shall take effect at the start of the next billing cycle.

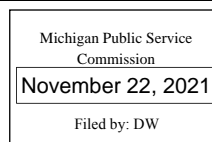
The Company shall have the sole discretion to initiate Gas Demand Response events up to 72 hours during the calendar year. Customers shall be provided with a minimum of one hour notice prior to initiation of a critical event. The minimum length of Gas Demand Response event(s) shall be 2 hours and the maximum length of an interruption shall be 8 hours.

**RULES AND REGULATIONS**

Service under this rate schedule shall be subject to the Standard Rules and Regulations of the Company.

Continued on Sheet No. D-22.00

Issued: **November 17, 2021**  
By: **Theodore Eidukas**  
VP Regulatory Affairs  
Milwaukee, Wisconsin



Effective for Service  
On and After: **January 1, 2022**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **September 9, 2021**  
In Case No: **U-20718**

Continued from Sheet No. D-21.00

**D11. LARGE GENERAL SERVICE RATE – GAS DEMAND RESPONSE PROGRAM**

**AVAILABILITY**

This schedule is available on an optional basis to large general service customers. The Company has the right to limit this tariff to 5 customers.

**DEFINITIONS**

Gas Demand Response events will be communicated by the Company by e-mail, SMS/text messaging or phone call.

Gas Demand Response rewards will be issued at random, at the sole discretion of the Company, in the form of a one in ten chance to win a \$50 Gift Card. This is to occur within 30 days of the start of the heating season (Nov 1). An additional one in ten chance to win A \$25 Gift Card will occur within 30 days at the end of the heating season (Mar 31).

**RATE**

Charges as set forth on Sheet No. D-13.00.

Customer Charge  
Distribution Charge  
Gas Supply Acquisition Charge  
Seasonal Service Charge  
Delayed Payment Charge and Due Date

Gas Cost Recovery Charge

The monthly gas cost recovery charge as set forth on Sheet No. D-2.00.

Supplemental Charges

This rate is subject to the Supplemental Charges set forth on Sheet No. D-1.00 and D-1.01.

Main Replacement Program Rider

This rate is subject to the Main replacement Program Rider charges set forth on Sheet Nos. D-1.04, D-1.05, D-1.06 and D-1.07.

Special Taxes

This rate is subject to the Special Taxes set forth on Sheet No. D-14.00.

Gas Allocation Procedure

This rate schedule is subject to the provisions of Rule C2.7.

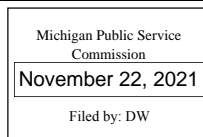
**SPECIAL TERMS AND PROVISIONS**

This Rate schedule will apply for a minimum of one year from the date which consumption under this tariff is initiated, unless otherwise approved by the Company.

Availability is subject to the ability of the Company to obtain and install the required metering.

Continued on Sheet No. D-23.00

Issued: **November 17, 2021**  
By: **Theodore Eidukas**  
VP Regulatory Affairs  
Milwaukee, Wisconsin



Effective for Service  
On and After: **January 1, 2022**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **September 9, 2021**  
In Case No: **U-20718**

Continued from Sheet No. D-22.00

**D11. LARGE GENERAL SERVICE RATE – GAS DEMAND RESPONSE PROGRAM (Contd.)**

**SPECIAL TERMS AND PROVISIONS (Contd.)**

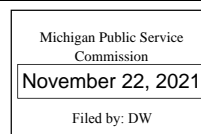
Each participating customer who remains eligible to participate in the subsequent term shall be automatically re-enrolled every 12 months with at least (30) day notice. The Customer shall have the right to rescind the re-enrollment until and including 30 days from the program enrollment anniversary date. Any request to be removed from the program shall take effect at the start of the next billing cycle.

The Company shall have the sole discretion to initiate Gas Demand Response events up to 72 hours during the calendar year. Customers shall be provided with a minimum of one hour notice prior to initiation of a critical event. The minimum length of Gas Demand Response event(s) shall be 2 hours and the maximum length of an interruption shall be 8 hours.

**RULES AND REGULATIONS**

Service under this rate schedule shall be subject to the Standard Rules and Regulations of the Company.

Issued: **November 17, 2021**  
By: **Theodore Eidukas**  
VP Regulatory Affairs  
Milwaukee, Wisconsin



Effective for Service  
On and After: **January 1, 2022**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **September 9, 2021**  
In Case No: **U-20718**

**SECTION E  
GAS TRANSPORTATION**

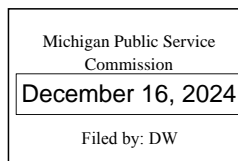
**E1. GAS TRANSPORTATION SERVICE RULES**

**E1.1 General provisions and definitions.**

- (a) "Gas" means natural gas, manufactured gas, or a combination of the two.
- (b) "Alternate-fuel capability" means the ability to actually utilize a fuel other than gas, in place of gas.
- (c) "Nominations" means the process by which the customer notifies the Company of expected transportation quantities.
- (d) "Day" means a period of 24 consecutive hours (23 hours when changing from standard to daylight time and 25 hours when changing back to standard time) beginning at 9:00 a.m. Central clock time, as defined by the North American Energy Standards Board (NAESB), or at such other time as may be mutually agreed.
- (e) "Annual Contract Quantity" (ACQ) means a quantity of gas, as specified in the transportation contract between the customer and the Company, that is based on the customer's maximum historical 12-month usage (determined from the customer's 36-month base period) plus adjustments for known or expected changes.
- (f) "Maximum Daily Quantity" (MDQ) means a quantity of gas, as specified in the transportation contract between the customer and the Company, that is based on the customer's historical peak-month usage (determined from the customer's 36-month base period) plus adjustments for known or expected changes. **The Company's MDQ will be available to the Customer and Customer's Supplier, subject to updates, on an internet-enabled portal.** The MDQ is the greatest quantity of gas that the Company agrees to accept for transportation on the customer's behalf on any day.
- (g) "Average Daily Quantity" (ADQ) means a quantity of gas equal to the customer's contractual ACQ divided by 365.
- (h) "Month" means a period beginning at 9:00 a.m. Central clock time on the first day of a calendar month and ending at 9:00 a.m. Central clock time on the first day of the following calendar month.
- (i) "Broker" means an intermediary that arranges the purchase of gas from the producer and the sale of that gas to a Buyer.

Continued on Sheet No. E-2.00

Issued: **December 12, 2024**  
By: Theodore Eidukas  
VP - Regulatory Affairs  
Milwaukee, Wisconsin



Effective for Service  
On and After: **January 1, 2025**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **September 26, 2024**  
In Case No: **U-21540**

Continued From Sheet No. E-1.00

**E1.1 General provisions and definitions. (Contd)**

- (j) "Buyer" means the purchaser and ultimate user of gas and of all the services necessary to make gas available for usage.
- (k) "Customer" means an individual or business, excluding other gas utilities, that purchases gas or transportation services, or both, on the utility's system.
- (l) "Off-System Customer" means other utilities or pipelines and customers taking sales gas, or transportation, exchange, or storage service from the Company for a facility that is: (a) not located within the Company's franchised gas service territory; or (b) located within the Company's franchised service territory and directly connected to the Company's distribution system, but is also eligible for direct service from another pipeline system pursuant to a 1929 PA 69 Certificate.
- (m) "Total Heating Value Per Cubic Foot" means the number of British thermal units 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.
- (n) "Balancing" means the reconciliation of differences in the amounts of gas received by the pipeline transporter(s) from the producer or Broker, by the Company from the pipeline transporter(s), and/or by the Buyer from the Company.
- (o) "Commingle" means to combine gas from different sources into a common, undifferentiated whole.
- (p) "Contract year" means a period of 12 consecutive months with the initial contract year beginning on the date provided for in the contract.
- (q) "Cubic foot of gas" means the volume of gas that occupies one cubic foot when the gas is at a temperature of sixty degrees Fahrenheit and at a pressure base of 14.65 psia dry.

Continued on Sheet No. E-3.00

Issued: January 2, 2008  
By J F Schott  
VP Regulatory Affairs  
Green Bay, Wisconsin



Effective for Service  
On and After: October 10, 2007

Issued Under Authority of  
Michigan Public Service Commission  
Dated: October 9, 2007  
In Case No: U-15152

Continued From Sheet No. E-2.00

**E1.1 General provisions and definitions. (Contd)**

- (r) "Curtailed" means an interruption by the Company of the flow of gas to Buyer's facility.
- (s) "Dekatherm" means a thermal unit equal to 1,000,000 British thermal units.
- (t) "Delivery point" means any point on the Company's gas distribution system at which an interconnection exists with an interstate pipeline or other transporter to enable the Company to receive gas owned by the Buyer for redelivery to the Buyer's facility.
- (u) "Delivery" means the transfer of gas from an interstate pipeline or other transporter to the Company at a point of interconnection to the Company's distribution system.
- (v) "Mcf" means 1,000 cubic feet of gas.
- (w) "Peak day" means the reservation by the Buyer of access to the Company's system supply of gas at any time, including the 24-hour period of greatest gas sendout by the Company to system-supply customers during any year or other applicable period as established in the contract between the Company and the Buyer.
- (x) "Redelivery" means the transfer of gas from the Company to the Buyer at the meter at the Buyer's facility.
- (y) "System supply" means gas reserved or purchased directly by the Company from any source for resale to its filed tariff sales customer, approved special contract sales customers.
- (z) "Transportation" means the provision of capacity within the Company's gas distribution system together with associated services to move gas owned by the Buyer to the Buyer's facility, as contrasted with the direct sale of gas owned by the Company to a customer.

Continued on Sheet No. E-4.00

Issued: January 2, 2008  
By J F Schott  
VP Regulatory Affairs  
Green Bay, Wisconsin



Effective for Service  
On and After: October 10, 2007

Issued Under Authority of  
Michigan Public Service Commission  
Dated: October 9, 2007  
In Case No: U-15152

Continued From Sheet No. E-3.00

**E1.1 General provisions and definitions. (Contd)**

- (aa) "Transporter(s)" means an interstate pipeline or other company that delivers gas owned by the Buyer to the Company for redelivery to the Buyer's facility.
- (ab) "Designated service rate" means the most economical sales rate under which the customer would be allowed to take firm or interruptible sales service.

**E1.2 Application of rules.**

Unless otherwise provided for within these transportation service rules or under Transportation Service Rates TR-1, TR-2 and TR-3 transportation rate customers are subject to all the rules and regulations contained within the Company's Rules, Regulations and Rate Schedules Governing the Sale or Transportation of Gas. Customers taking service under transportation rules and rates shall be considered utility service customers of the Company.

**E1.3 Possession of gas.**

- (a) Responsibility For Gas.

The Company and the customer shall each be responsible for its own equipment, facilities, and gas on its own side of a delivery point. The Company and the customer shall each have good title or good right to make such a delivery or redelivery; and, further, shall warrant for itself, its personal representatives, its successors, and its assigns that the gas shall be free and clear of all liens, encumbrances, and claims. With respect to any adverse claim that may arise as to the gas or as to royalties, taxes, license fees, or charges on it, the party delivering, redelivering, causing the delivery, or causing the redelivery of the gas shall indemnify and save the receiving party harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of that action, provided that the receiving party gives the other prompt notice of any adverse claim.

Continued on Sheet No. E-5.00

Issued: January 2, 2008  
By J F Schott  
VP Regulatory Affairs  
Green Bay, Wisconsin



Effective for Service  
On and After: October 10, 2007

Issued Under Authority of  
Michigan Public Service Commission  
Dated: October 9, 2007  
In Case No: U-15152

Continued From Sheet No. E-4.00

### E1.3 Possession of gas. (Contd)

- (b) Indemnification of the Company.

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

## E2. RECORDS, ACCOUNTING AND CONTROL

- (a) Mailing of notices, bills, and payments.

All notices, bills and payments required or permitted to be given in connection with transportation service shall be sent to the address specified in the customer's contract unless otherwise indicated therein; shall be in writing and shall be valid and sufficient if delivered in person or by first class mail, Western Union, or telex.

- (b) Nominations, accounting, and controls.

Requirements. Customers are required to have a nomination on file for each day of the month. (A single nomination shall be assumed to apply for each subsequent day of the month, unless otherwise indicated.) Customers requesting volumes to flow on the first day of any month must contact Company's Gas Control Department via Company's Internet-enabled electronic bulletin board (**EBB**), and inform them of the volumes to be transported by receipt point(s) and delivery point(s). **All nominations to the company must be in accordance with the deadlines of the North American Energy Standards Board (NAESB) Standard 1.3.2.** A confirmed pipeline nomination will also be accepted on a best effort basis on the day of gas flow. The Company shall have the right, in its sole discretion, to reject or change any nomination that does not match the corresponding interstate pipeline nomination, or conflicts with the Operational Flow Orders (OFO) of the Company pursuant to Rule C3.2(c) on Sheet Nos. C-10.00 through C-14.00. **In the event that NAESB Standards change, nominations to the company may change as necessary.**

Continued on Sheet No. E-6.00

Issued: **November 17, 2021**  
By: **Theodore Eidukas**  
VP Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service Commission
November 22, 2021
Filed by: DW

Effective for Service  
On and After: **January 1, 2022**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **September 9, 2021**  
In Case No: **U-20718**



Continued From Sheet No. E-5.00

## **E2. Records, accounting, and control. (Contd.)**

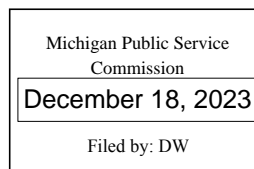
On EBB, the customer or designated representative is to input the delivery point on Michigan Gas Utilities system, the pipeline (shipper's) name and **utilities** contract number, and the delivered volume of gas it desires the Company to receive on the customer's behalf during the month. The Company will also make Critical Day and other important operational notices that may affect nominations available via EBB. If circumstances arise whereby EBB is not available, the Company will use a paper-based nominations process until EBB is back on-line. The customer and the Company shall inform each other of any changes in anticipated deliveries immediately. Changes in monthly and daily nominations may be necessary to accommodate certain operating conditions such as the implementation of an Operational Flow Order (OFO) by the Company pursuant to Rule C3.2(c) on Sheet Nos. C-10.00 through C-14.00 and for monthly load balancing purposes as described on Sheet Nos. E-14.00 through E-17.00.

## **E3. GAS QUALITY**

- (a) The quality of gas delivered to the Company shall meet the following requirements:
- (i) Gas shall not contain more than three percent oxygen by volume;
  - (ii) Gas shall be commercially free from objectionable odors, solid or liquid matter, dust, gum or gum-forming constituents that 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;
  - (iii) Gas shall not contain more than 0.3 grain of hydrogen sulphide per 100 cubic feet;
  - (iv) Gas shall not contain more than twenty grains of total sulfur (including hydrogen sulfide and mercaptan sulfur) per 100 cubic feet;
  - (v) Gas shall not at any time have a carbon dioxide content in excess of two percent by volume;
  - (vi) Gas shall not contain an amount of moisture which at any time exceeds seven pounds per million cubic feet; and

Continued on Sheet No. E-7.00

Issued: **December 12, 2023**  
By: Theodore Eidukas  
**VP - Regulatory Affairs**  
Milwaukee, Wisconsin



Effective for Service  
On and After: **January 1, 2024**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **August 30, 2023**  
In Case No: **U-21366**

Continued From Sheet No. E-6.00

**E3. Gas quality. (Contd.)**

- (vii) Gas shall not contain a nitrogen content in excess of three percent by volume.
- (b) Gas delivered to the Company shall have a total heating value per cubic foot of not less than 950 British thermal unit (BTUs) nor more than 1,100 BTUs.

**E4. SERVICE REQUIREMENTS**

(a) Quantities

- (i) The customer may deliver or cause to be delivered and the Company will accept quantities of gas up to the MDQ **as calculated annually and made available on the internet-enabled portal**. Such deliveries shall be made to the Company at a location(s) agreed to by the Company and the customer where the Company's pipeline facilities are connected with: (a) the facilities where the gas is being produced; or (b) with other facilities through which the gas is being transported. Deliveries to the Company in excess of the agreed upon quantities shall be grounds for termination of the contract by the Company.
- lii) Gas delivered to the Company shall be thermally evaluated at the point of receipt into the Company's system, and the Company will deliver to the customer gas with an equivalent British thermal unit (BTU) content based on: (a) the Company's calculated average BTU content; or (b) test results from a BTU sampler located at the point of redelivery to the customer.

(b) Pressure.

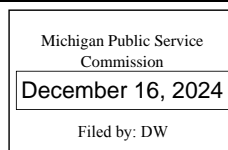
The Company shall not be required to alter its prevailing line pressure at the delivery point or at the redelivery point.

(c) Measurement.

- (i) When delivered to the customer, all gas shall be measured by the Company. The accuracy of meters used for that purpose shall be evaluated and maintained in accordance with the Michigan Public Service Commission Technical Standards For Gas Service (Technical Standards R460.2301).

Continued on Sheet No. E-8.00

Issued: **December 12, 2024**  
By: **Theodore Eidukas**  
VP - Regulatory Affairs  
Milwaukee, Wisconsin



Effective for Service  
On and After: **January 1, 2025**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **September 26, 2024**  
In Case No: **U-21540**

Continued From Sheet No. E-7.00

**E4. Service requirements. (Contd)**

- (ii) Adjustments for meter errors shall be in accordance with the applicable rule in the Technical Standards **for Gas Service**.
- (d) Curtailment.
  - (i) A customer's curtailment rights and obligations are determined under the Company's Rule C3, Curtailment of gas service.
  - (ii) Curtailment of gas service, when necessary in the Company's opinion to balance gas requirements with gas supplied, shall be implemented under Rule C3, Curtailment of gas service.
- (e) Limitation of Service.

The Company shall not be required to perform service under a transportation contract on behalf of any customer failing to comply with any and all terms of the customer's contract and the Company's transportation rules and rates. By mutual agreement between the customer and the Company, specific transportation contract language may vary from the terms and conditions of the tariff.

**E4.1 Billing.**

- (a) Billing.

The Company shall endeavor to render a transportation billing to the customer on or about the **twentieth** day of each calendar month for service during the prior month. The Company will issue a separate billing for service under each of the customer's transportation contracts which will be due **21** days from the date it is rendered. The Company will make a thermal balance sheet available to each customer at the time of billing at the customer's request. Each party to a transportation contract shall have the right at all reasonable times to examine the books, records and charts of the other party, to the extent necessary to verify the accuracy of any statement, charge or computation made under or pursuant to any provisions of the contract.

- (b) Agency

- (i) If the Company and the customer agree and the customer's pipeline gas transporter has a provision for directly billing a customer for transportation fees, then the Company has the option to collect fees to be paid to the pipeline.

Continued on Sheet No. E-9.00

Issued: January 14, 2009  
By J F Schott  
VP Regulatory Affairs  
Green Bay, Wisconsin

Michigan Public Service Commission
<b>January 21, 2009</b>
Filed <u>    Bj    </u>

Effective for Service  
On and After: January 14, 2009  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: January 13, 2009  
In Case No: U-15549

Continued From Sheet No. E-8.00

**E4.1 Billing (Contd.)**

- (ii) If the Company and the customer agree, then the Company may serve as a customer's agent in its contracts for transportation by interstate pipelines or other transporters.

**E4.2 Transportation Standards of Conduct.**

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

- (a) The Company will apply any tariff provision relating to transportation service in the same manner without discrimination to all similarly situated persons.
- (b) The Company will not give its marketing affiliate or customers of its affiliate preference over any other non-affiliated gas marketers or their customers in matters relating to transportation service including, but not limited to, nominating, balancing, metering, billing, storage, standby service, curtailment policy or price discounts.
- (c) The Company will not communicate to any customer, supplier or third parties that any advantage may accrue to such customer, supplier or other third party in the use of the Company's services as a result of that customer, supplier or other third party dealing with its marketing affiliate and shall refrain from giving any appearance that it speaks on behalf of its affiliate.
- (d) The Company will process all similar requests for transportation service in the same manner and within the same period of time.
- (e) The Company will not provide leads or provide market sensitive information regarding a current or potential customer or marketer to its marketing affiliate. If a customer requests information about marketers, the Company will provide a list of all marketers operating on its system, including its affiliate, but will not promote its affiliate.

Continued on Sheet No. E-10.00

Issued: January 2, 2008  
By J F Schott  
VP Regulatory Affairs  
Green Bay, Wisconsin



Effective for Service  
On and After: October 10, 2007

Issued Under Authority of  
Michigan Public Service Commission  
Dated: October 9, 2007  
In Case No: U-15152

Continued From Sheet No. E-9.00

**E4.2 Transportation Standards of Conduct. (Contd)**

- (f) If a customer makes a request in writing that its historic volumetric sales and transportation data be provided to a particular marketer or marketers in general, that request will be honored by the Company until revoked by the customer. To the extent the company provides to its marketing affiliate a discount or information related to the transportation, sales or marketing of natural gas, including but not limited to the company's customer lists, that is not readily available or generally known to any other marketer or supplier or has not been authorized by a customer, it will provide details of such discount or provide the information contemporaneously to all potential marketers on its system that have requested such information. A marketer may make a standing request for contemporaneous disclosure of such information.
- (g) The Company will not condition or tie its agreement to release interstate pipeline capacity to any agreement by a gas marketer, customer, supplier or pipeline transporter relating to any service in which its marketing affiliate is involved.
- (h) The Company will not condition or tie an agreement to provide a transportation discount to any agreement by a marketer, customer, supplier or pipeline transporter relating to any service in which its marketing affiliate is involved.
- (i) The Company's operating employees and the operating employees of its marketing affiliate will function independently of each other, be employed by separate business entities, and reside in separate offices.
- (j) The Company will keep separate books of accounts and records from those of its marketing affiliate.

Continued on Sheet No. E-11.00

Issued: January 2, 2008  
By J F Schott  
VP Regulatory Affairs  
Green Bay, Wisconsin



Effective for Service  
On and After: October 10, 2007

Issued Under Authority of  
Michigan Public Service Commission  
Dated: October 9, 2007  
In Case No: U-15152

Continued From Sheet No. E-10.00

### **E4.3 Transportation Standards of Conduct Complaint Procedures.**

If the Company receives a verbal complaint related to its Rules, Regulations and Rate Schedules Governing the Sale or Transportation of Natural Gas, M.P.S.C. No. 2, Section E4.2, Transportation Standards of Conduct, the Company will attempt to resolve the complaint on an informal basis. If the Company and the complainant are unable to resolve the complaint on an informal basis, the procedures outlined below will be followed:

- (a) Complainant will route all formal complaints in writing to:

Michigan Gas Utilities Corporation  
899 S. Telegraph Road  
Monroe, Michigan 48161  
Attention: Manager Regulatory Services

- (b) The Company will acknowledge the receipt of the formal written complaint, in writing, within five working days of receipt by the Company.
- (c) The Company will confirm and amend the prepared written statement of the complainant to ensure the complaint includes the name of the complainant, relevant dates and specific claims.
- (d) The Company will prepare a written statement communicating to the complainant the results of the Company's preliminary investigation within 30 days of the initial receipt of the complaint by the Company with a description of the action taken or proposed to be taken.
- (e) (i) 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.
- (ii) If the complainant is not satisfied with the Company's response, then the complainant may address the complaint to the Michigan Public Service Commission.

Continued on Sheet No. E-12.00

Issued: January 2, 2008  
By J F Schott  
VP Regulatory Affairs  
Green Bay, Wisconsin



Effective for Service  
On and After: October 10, 2007

Issued Under Authority of  
Michigan Public Service Commission  
Dated: October 9, 2007  
In Case No: U-15152

Continued from Sheet No. E11.00

## **E5. TRANSPORTATION SERVICE AND RATES**

### **E5.1 AVAILABILITY.**

This service is available to any customer that could otherwise purchase gas under any of the Company's existing sales tariffs.

The customer must contract for delivery to a specific metering point(s) where the gas will be consumed. Gas transported under this rate may not be resold.

The Customer has agreed to provide a separate telephone line and such other facilities as may be required for the specialized metering equipment needed to be installed by the Company. The Customer has also agreed to provide 24 hour per day access to the specialized metering equipment located on the Customer's premises.

Upon request, the Company will make available to the Customer the daily volumetric data collected from the specialized metering equipment. However, such requests do not relieve the customer of the responsibility to balance its gas usage compared to deliveries of supplies into the Company's distribution system when an OFO has been instituted. Should a customer seek real time volumetric flow data, the Company will work with that customer, at the customer's expense for the equipment, to install the appropriate equipment to duplicate invoice quality data.

The Company does not have the obligation to provide GCR sales service until 30 days after notification of the customer's intention to become a sales customer.

The Company makes no guarantee against, and assumes no liability for, interruptions caused by third parties, including suppliers, marketers, producers, and pipelines.

### **E5.2 NATURE OF SERVICE.**

The Company will accept on a firm basis, gas delivered to it on behalf of a transportation customer. The Company will redeliver an amount of gas to the customer containing the equivalent British thermal unit (BTU) content of the gas delivered to the Company on behalf of the customer.

Bills will be rendered on a monthly basis.

Service will be rendered under the terms and conditions contained in this rate schedule and consistent with the Company's Rule E1 - GAS TRANSPORTATION SERVICE RULES.

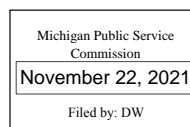
### **E5.3 AGGREGATION OF ACCOUNTS OPTION.**

A customer receiving gas service at multiple facilities under common ownership may elect to aggregate the quantities of gas supplied to such facilities if the following conditions are met:

- (a) The customer must designate one of the facilities as the master account. The master account must be a Transportation Service account (TR-1, TR-2 or TR-3).

Continued on Sheet No. E-13.00

Issued: **November 17, 2021**  
By: **Theodore Eidukas**  
VP Regulatory Affairs  
Milwaukee, Wisconsin



Effective for Service  
On and After: **January 1, 2022**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **September 9, 2021**  
In Case No: **U-20718**

Continued From Sheet No. E-12.00

**E5. TRANSPORTATION SERVICE AND RATES (Contd.)**

**E5.3 AGGREGATION OF ACCOUNTS OPTION**

- (b) Only the subsidiary accounts will be eligible for aggregation with the master account. To qualify as a subsidiary account a facility must be served under any of the Sales Service Rates or Transportation Service Rates. The customer, or the customer’s agent, must specify which of the other facilities will be designated as a subsidiary account. The customer may designate some or all of its other facilities as subsidiary accounts.
- (c) The facility designated as the master account shall be subject to and billed under the provisions of its transportation tariff. Facilities designated as subsidiary accounts shall be subject to all the terms and conditions of the master account tariff, except that each subsidiary account will pay the customer charge, distribution charge and all applicable Supplemental charges as set forth on Sheet Nos. D-1.00, D-1.01 and D-1.02 in effect for its designated sales or transportation rate, rather than the customer charge and transportation charge in effect for the master account.
- (d) Each subsidiary account will be required to have remote metering installed and will be subject to the Daily Balancing provisions contained in Section 5.8 below. Each subsidiary account will be subject to a monthly telemetering charge of \$21.50, which is in addition to the charges specified in Section E5.3 (c) above.

**E5.4 RATES AND CHARGES**

Monthly Charges:	Transportation Service Rate		
	TR-1	TR-2	TR-3
Customer Charge -			
Each Meter	<b>\$ 1,940.00</b> / meter	<b>\$ 3,188.00</b> / meter	<b>\$ 10,500.00</b> / meter
Each Subsidiary Account	\$ 21.50 / meter	\$ 21.50 / meter	\$ 21.50 / meter
Transportation Rates:			
Peak (November to March)	<b>\$ 1.1200</b> per Mcf	<b>\$ 0.8581</b> per Mcf	<b>\$ 0.7057</b> per Mcf
Off-Peak (April to October)	<b>\$ 0.9806</b> per Mcf	<b>\$ 0.7212</b> per Mcf	<b>\$ 0.5673</b> per Mcf
Service Category			
TR-1	Usage between 0 and 57,500 Mcf annually		
TR-2	Usage between 57,500 and 572,400 Mcf annually		
TR-3	Usage greater than 572,400 Mcf annually		

Optional Discount Rates - The Company, at its discretion, may negotiate lower rates for individual customers, down to a minimum of \$0.20 per Mcf.

<u>DAILY BALANCING SERVICE</u> <u>% Difference From Nomination</u>	<u>Effective</u> <u>Rate Per Mcf</u>
>0.0% up to 8.0%	\$0.2291
>8.0%	\$0.4041

Applicable Daily Balancing Charges for Undertake Imbalances during High Flow Constraint Periods and Overtake Imbalances during Low Flow Constraint Periods

<u>% Difference From Nomination</u>	<u>Effective</u> <u>Rate Per Mcf</u>
>0.0% up to 10.0%	\$0.0000
>10.0%	\$0.6300

Continued on Sheet No. E-14.00

Issued: **December 12, 2024**  
By: Theodore Eidukas  
VP - Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service Commission
<b>December 16, 2024</b>
Filed by: DW

Effective for Service  
On and After: **January 1, 2025**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **September 26, 2024**  
In Case No: **U-21540**



Continued From Sheet No. E-13.00

## E5. TRANSPORTATION SERVICE AND RATES (Contd)

The Company, at its option, may require the installation of a heating value measurement device and the payment by the customer of a \$250.00 monthly heating value measurement charge under the following conditions:

- (a) If the customer refuses to include in its gas transportation service contract a provision that holds the Company harmless for any damages resulting from measuring errors; or
- (b) If the customer demands that heating value measurement equipment be installed.

### Main Replacement Program Rider

**This rate is subject to the Main replacement Program Rider charges set forth on Sheet Nos. D-1.04, D-1.05, D-1.06 and D-1.07.**

## E5.5 GAS COST RECOVERY

Gas transported under this rate is not subject to adjustments for fluctuations in the cost of purchased gas as stated in Rule C9 of the Company's Rules, Regulations, and Rate Schedules, M.P.S.C. No. 2.

## E5.6 SUPPLEMENTAL CHARGES

This rate may be subject to the Supplemental Charges set forth on Sheet No. D-1.00 and D-1.01.

## E5.7 GAS-IN-KIND

The Company shall retain 0.31% of all gas received at the delivery point(s) to compensate it for the company-use and lost-and-unaccounted-for gas on the Company's system. This volume shall not be included in the quantity available for redelivery to the customer.

## E5.8 DAILY BALANCING SERVICE

ANNUAL CONTRACT QUANTITY (ACQ) is defined as the quantity of gas, as specified in the transportation contract between the customer and the Company, that is based on the customer's maximum historical 12-month usage (determined from the customer's 36-month base period) plus adjustments for known or expected changes. The ACQ will be utilized in establishing the customer's Maximum Daily Quantity (MDQ), unless an alternative measure is agreed upon.

ADJUSTED SCHEDULED DELIVERED QUANTITY is defined as the quantity of gas to be delivered to the Company's system on behalf of the customer as reported by the interstate pipeline, adjusted for the difference in MGU's pressure base (14.73/14.65 psia, i.e. 1.0055).

Continued on Sheet No. E-14.01

Issued: **November 17, 2021**  
By: **Theodore Eidukas**  
VP Regulatory Affairs  
Milwaukee, Wisconsin



Effective for Service  
On and After: **January 1, 2022**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **September 9, 2021**  
In Case No: **U-20718**

Continued From Sheet No. E-14.00

**E5. TRANSPORTATION SERVICE AND RATES (Contd)**

**E5.8 DAILY BALANCING SERVICE (Contd.)**

EXCESS DELIVERIES are defined as gas delivered to the Company, on behalf of the customer, less gas in kind and gas redelivered to the customer, on a **daily** basis.

(a) All customers taking service under this rate schedule must subscribe to the Company's Daily Balancing Service.

(b) All customers using the Daily Balancing Service that are not members of a Third Party Pool will be balanced on a stand-alone basis.

(c) For each Third Party Pool, on a daily basis, the difference between the entire pool's Adjusted Scheduled Delivered Quantity and the entire pool's actual usage will be divided into two blocks as defined below. The number of Mcf's in each block will be multiplied by the respective rate for that block in accordance with the following table:

1. The Percent Difference From Adjusted Scheduled Delivered Quantity is calculated by taking the absolute value of the difference between the pool's actual daily usage and the pool's Adjusted Scheduled Delivered Quantity and dividing by the pool's Adjusted Scheduled Delivered Quantity.

<b>2. Pool's Percent Difference Between Adjusted Scheduled Delivered Quantity And Actual Usage</b>	<b>Rate Per Mcf</b>
>0.0% up to 8.0%	(See Sheet No. E-13.00
>8.0%	for current effective rates)

3. The total Daily Balancing charges for a Third Party Pool will be billed directly to the Pool Administrator.

(d) For Stand-Alone Customers, on a daily basis, the difference between each customer's Adjusted Scheduled Delivered Quantity and each customer's actual usage will be divided into two blocks. The number of Mcf's in each block will be multiplied by the respective rate for each block in accordance with the following table:

1. The Percent Difference from Adjusted Scheduled Delivered Quantity is calculated by taking the absolute value of the difference between the actual daily usage for each customer, and the Adjusted Scheduled Delivered Quantity for each customer and dividing by the Adjusted Scheduled Delivered Quantity for each customer.

<b>2. Pool's Percent Difference Between Adjusted Scheduled Delivered Quantity And Actual Usage</b>	<b>Rate Per Mcf</b>
>0.0% up to 8.0%	(See Sheet No. E-13.00
>8.0%	for current effective rates)

Continued on Sheet No. E-14.02

Issued: **June 15, 2016**  
By: **Theodore Eidukas**  
VP - Regulatory Affairs  
Milwaukee, Wisconsin



Effective for Service  
On and After: **July 1, 2016**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **December 11, 2015**  
In Case No: **U-17880**

Continued From Sheet No. E-14.01

**E5. TRANSPORTATION SERVICE AND RATES (Contd.)**

**E5.8 DAILY BALANCING SERVICE (Contd.)**

- (e) In addition to Daily Balancing charges, all customers and pools taking service under the Company's Daily Balancing Service will be charged their prorated share of interstate pipeline penalties if any such penalties are charged to the Company. The proration of interstate pipeline penalties will not take place if the customer or pool is already paying the Surcharge For Unauthorized Use of Gas on High Flow Constraint Days or the pipeline penalty rate on Low Flow Constraint Days. Allocation of the charges will be based upon each customer's and/or pool's proportionate share of the imbalance that gave rise to the charges.
- (f) All revenues from the Daily Balancing Service will be reflected in each of the Company's annual Gas Cost Recovery Reconciliation as revenues to be credited to both GCR and GCC customers through the Reservation Charge.

**DAILY CASH-OUT**

1. When usage is more than the Adjusted Scheduled Daily Quantities, on a daily basis, the customer or Pool Administrator shall purchase from the Company the difference between the customer's or pool's actual usage, and the sum of the customer's or pool's Adjusted Scheduled Daily Quantities at each gate station.

When usage is less than the Adjusted Scheduled Daily Quantities, on a daily basis, the Company shall purchase from the customer or pool the difference between the customer's or pool's actual usage, and the sum of the customer's or pool's Adjusted Scheduled Daily Quantities at each gate station.

The rate for this purchase, by the Company, shall be the lesser of the GCR rate or the Daily Indexed Price of gas commodity as defined under the Indexed Price subsection below, for the day of purchase. The rate for the sale of this gas by the Company to the customer or pool administrator, shall be the greater of the GCR rate or the Daily Index Price of gas commodity as defined under the Indexed Price subsection below for the day of the sale.

The customer or pool administrator shall be allowed to net their imbalance volumes between all gate stations on a pipeline by pipeline basis on the Company's distribution system on a daily basis. The net imbalance volumes will be cashed out daily. Daily cash-out charges, on a pipeline by pipeline basis, will be netted together for purposes of monthly billing.

Continued on Sheet No. E-15.00

Issued: **June 15, 2016**  
By: **Theodore Eidukas**  
VP - Regulatory Affairs  
Milwaukee, Wisconsin



Effective for Service  
On and After: **July 1, 2016**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **December 11, 2015**  
In Case No: **U-17880**

Continued From Sheet No. E-14.02

**E5. TRANSPORTATION SERVICE AND RATES (Contd.)**

**E5.8 DAILY BALANCING SERVICE (Contd.)**

**Indexed Price**

- a. This index price will be applicable to the daily cash out of imbalances on all pipelines serving the Company's service territory.
- b. The Daily Indexed Price will be the MichCon city-gate price as listed in Gas Daily plus associated firm pipeline delivery costs. In the event that Gas Daily discontinues its reporting of this price, the Company may substitute a comparable reporting service and/or city-gate pricing index.

Continued on Sheet No. E-16.00

Issued: **June 15, 2016**  
By: **Theodore Eidukas**  
VP - Regulatory Affairs  
Milwaukee, Wisconsin



Effective for Service  
On and After: **July 1, 2016**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **December 11, 2015**  
In Case No: **U-17880**

Continued From Sheet No. E-15.00

## E5. TRANSPORTATION SERVICE AND RATES (Contd)

### E5.8 DAILY BALANCING SERVICE (Contd.)

#### POOLING OPTION:

Any customer or customer's agent that causes multiple deliveries at any receipt point to Michigan Gas Utilities may, for the purposes of **daily** balancing, pool those deliveries together under **the following** option:

#### Pooling by Pipeline

Deliveries under this option may be pooled, provided that each delivery into the pool is to a customer or customers that utilize(s) a common Up-stream transportation provider.

The customer, or an agent acting on the customer's behalf, may select this Pooling option for a month provided that it notifies the Company in writing at least thirty (30) days prior to the due date for nominations for the month of effective service. Such notifications must include a listing of the customers to be included in the pool. A customer decision to select this pooling option, as well as the allocation method, is binding for that entire month. This Pooling option does not excuse the customer from its obligations to make timely nominations.

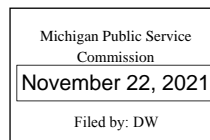
A current transportation customer, or an agent acting on the customer's behalf, must provide supporting paperwork to enroll the customer thirty (30) days prior to the start with a new supplier. **Suppliers no longer servicing a customer must provide supporting paperwork thirty (30) days prior to last service date. Customer shall be responsible for notifying previous supplier of discontinued service. The Company shall incur no liability for relying on information from a customer or a Supplier which the company believes to be genuine.**

Deliveries are pooled together by adding the positive and negative imbalances for each customer in the pool. A fee of \$25.00 per month shall be imposed on each imbalance paper pool, with the fee billed to the marketer, broker, or aggregator that is designated as the pool's representative.

The Pool Administrator will be responsible for determining how any charges or credits will be divided among Third Party Pool members. As soon as the data becomes available to the Company, the Pool Administrator will be given individual Third Party Pool member usage information by the Company for the previous month. The Company will then bill the Pool Administrator. If the Pool Administrator defaults on the payment of any charges, the Company reserves the right to allocate charges to each Pool member and/or the Pool Administrator using its sole discretion.

Continued on Sheet No. E-17.00

Issued: **November 17, 2021**  
By: Theodore Eidukas  
VP Regulatory Affairs  
Milwaukee, Wisconsin



Effective for Service  
On and After: **January 1, 2022**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **September 9, 2021**  
In Case No: **U-20718**

Continued From Sheet No. E-16.00

**E5. TRANSPORTATION SERVICE AND RATES (Contd)**

**E5.9 UNAUTHORIZED USAGE OR EXCESS DELIVERIES WHEN SERVICE IS INTERRUPTED,  
CURTAILED, OR AN OFO IS IN EFFECT**

Penalties for unauthorized usage or excess deliveries by a customer during a period of curtailment, OFO or interruption of gas service shall be assessed charges and cashed-out in accordance with the provisions of the Company's Rule C3.2 - CURTAILMENT OF GAS SERVICE.

Issued: **June 15, 2016**  
By: **Theodore Eidukas**  
VP - Regulatory Affairs  
Milwaukee, Wisconsin



Effective for Service  
On and After: **July 1, 2016**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **December 11, 2015**  
In Case No: **U-17880**

**SECTION F**  
**CUSTOMER CHOICE (Rate CC)**

**GENERAL TERMS AND CONDITIONS OF THE TARIFF**

**F1. GENERAL PROVISIONS**

A Supplier desiring to supply gas to customers under Gas Customer Choice (GCC) Rate CC must receive a license from the Commission, register with the Staff of the Commission and execute an "Authorized Gas Supplier Agreement" with the Company prior to any solicitation of the Company's customers. Such agreement shall require compliance with all of the terms of this Rule F1 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 Authorized 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.

**Enrollment:**

- (1) Customers may elect to participate in the Program and Suppliers may solicit customer participation at any time.
- (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. **If a Customer is in arrears with the Company, the customer is not eligible to participate in the Program until arrearages have been paid in full to the Company.**
- (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.
- (4) **Supplier Deposits:** A Supplier shall provide the Company, by the last day 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.

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.

Continued on Sheet No. F-2.00

Issued: **December 16, 2009**  
By: J. F. Schott  
VP Regulatory Affairs  
Green Bay, Wisconsin



Effective for Service On and  
After: **January 1, 2010**  
Issued Under Authority of  
Michigan Public Service Commission  
Order Dated: **December 16, 2009**  
In Case No: **U-15990**

Continued From Sheet No. F-1.00

**F1. GENERAL PROVISIONS (Contd.)**

- (5) **Supplier Pricing:** A Supplier will not be permitted to add more than two (2) Pricing Categories per month, unless prior approval is obtained from the Company. **Pricing pools that have remained inactive for longer than six months may be closed by the Company.** Each month, all customers within a Pricing Category shall be billed the same price, as designated by the Supplier. A Supplier shall pay a monthly Administrative Fee of \$100.00 per Supplier-designated Pricing Category. A "Pricing Category" shall be defined as a pricing pool that assesses the same rate for each of the Company's five operating districts. The Company reserves the right to require additional pools to meet operational requirements.
- (6) **Daily Delivery Obligations (DDO):** The Company will provide each Supplier with a daily schedule of quantities for delivery of gas into the Company system on behalf of the Supplier's customers for each Pricing Category and delivery pools behind each of the Company's five operating districts. The DDO will establish the anticipated daily quantity of gas to be delivered to the Company at the Point(s) of Receipt designated by the Company. The DDO shall be calculated using the Company's estimation procedure. This procedure incorporates the unique heating and non-heating factors for each customer in the Pool and Heating Degree Days. This schedule may be updated by the Company on a daily basis. The Company reserves the right to take into consideration the Supplier's cumulative imbalance in determining each month's DDO. During the calendar month, on the business day prior to the day of flow, the Company shall notify each Supplier by 8:30 A.M. Central Time of the DDO for the next five days of flow. If the Company has, for any reason, not posted on its electronic bulletin board (EBB) or otherwise notified the Suppliers of the DDO on or before 8:45 A.M. Central Time on any business day, the Supplier shall deliver a quantity within the previously forecasted DDO. The Company shall issue such notices in a non-discriminatory manner. Scheduled daily volumes for GCC customers for electric peakers, greenhouses, grain dryers, asphalt plants and large loads without consistent or historical load information may be determined by the Company on a different basis than set forth above.

Daily Delivery Obligation (DDO) means the daily quantity of gas to be delivered by the Supplier to the Company at the Point(s) of Receipt designated by the Company.

A Supplier that fails to deliver the required DDO quantity on any day, shall pay a per MMBtu "Failure Fee" for the difference between the required DDO and the actual amount delivered in the amount of \$6.00 per MMBtu (\$10.00 per MMBtu during periods of Company-declared OFO conditions in accordance with Rule C3.2, Curtailment of Gas Service) plus the higher of (a) the cost of gas billed to sales customers pursuant to the Company's Rule C9 or (b) the current highest spot price paid for gas delivered to ANR Pipeline Company, Panhandle Eastern Pipe Line Company, Trunkline Gas Company, the MichCon index or at Chicago city gate for the corresponding date as published in Gas Daily, plus associated firm pipeline delivery costs. In addition, the Company may assess up-stream penalties to the Supplier to the extent that the Company has identified the Supplier as the cause of the penalty. (Failure Fees collected by the Company shall be reflected as a reduction to the GCR Cost of Gas Sold and identified separately on annual reconciliation reports under Rule C9.)

A Supplier who fails to deliver gas on successive days such that its Failure Fee liability exceeds its cash deposit, letter of credit or surety bond, shall be subject to having its Authorized Supplier status revoked. Subject to Rule C2, Controlled Service, the Supplier's customers shall become sales rate customers of the Company.

Continued on Sheet No. F-3.00

Issued: **December 12, 2023**  
By: Theodore Eidukas  
**VP - Regulatory Affairs**  
Milwaukee, Wisconsin

Michigan Public Service  
Commission  
**December 18, 2023**  
Filed by: DW

Effective for Service  
On and After: **January 1, 2024**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **August 30, 2023**  
In Case No: **U-21366**



Continued From Sheet No. F-2.00

**F1. GENERAL PROVISIONS (Contd.)**

- (7) **Proof Of Capacity:** The Supplier shall be responsible for obtaining sufficient pipeline capacity to meet its delivery obligations.
- (8) Gas delivered into the Company's system shall comply with Rule B1, Technical Standards for Gas Service, Part 8 Gas Quality.
- (9) **Nominations:** Each Supplier shall notify the Company's Gas Transportation Services Department of the daily quantity of gas (in MMBtu) that the Supplier is nominating for delivery on behalf of each Supplier-designated monthly Pricing Category and each associated geographic delivery pool. Such nominations shall be submitted in accordance with the deadlines of the North American Energy Standards Board (NAESB) Standard 1.3.2.
- (10) **Customer Billing:** 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 equal to the First Class postage rate for each 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.
- (11) **Buy/Sell:** The Company shall remit to the Supplier, approximately 21 business days from the end of each calendar month, an amount for the cost of gas equal to the MMBtu quantities for each Supplier's DDO by pricing pool, multiplied by the price per Mcf converted to MMBtu, billed to the Supplier's customers that month. The amount to be remitted shall be reduced for any applicable Administrative Fees, Billing Fees, and Failure Fees, amounts owed under the annual price reconciliation per Paragraph (12) below and/or other amounts owed to the Company pursuant to the Company's tariff.
- (12) **Annual Reconciliation:** Within 60 working days after (i) the end of the March billing cycle, or (ii) revocation of a Supplier's Authorized Supplier status, or (iii) **withdrawal by Supplier from participation in the Gas Customer Choice Program**, the Company will reconcile both price and volumes.

The Company will compare:

- (i) the weighted average price per MCF billed the customer on behalf of the Supplier with the Company's actual weighted average cost of gas (WACOG), and
- (ii) the volumes delivered by the Supplier, converted to Mcf, with the **calendarized** customer consumption over the program year.

Continued on Sheet No. F-4.00

Issued: **December 12, 2023**  
By: Theodore Eidukas  
**VP - Regulatory Affairs**  
Milwaukee, Wisconsin

Michigan Public Service Commission
<b>December 18, 2023</b>
Filed by: DW

Effective for Service  
On and After: **January 1, 2024**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **August 30, 2023**  
In Case No: **U-21366**

Continued From Sheet No. F-3.00

**F1. GENERAL PROVISIONS (Contd.)**

The reconciling adjustment will be reflected on the next monthly remittance to the Supplier. (Amounts collected or remitted by the Company under the Annual Reconciliation mechanism shall be reflected as a component of the GCR Cost of Gas Sold and identified separately on annual reconciliation reports under Rule C9.) The following table enumerates the various pricing and supply conditions that will be considered in the annual reconciliation process:

**Annual Reconciliation Pricing/Supply Conditions**

- |   |   |
|---|---|
| 1. Supplier's weighted average price billed is higher than the Company's actual WACOG and delivered volumes exceed <b>calendarized</b> customer consumption.  | 2. Supplier's weighted average price billed is less than the Company's actual WACOG and delivered volumes exceed <b>calendarized</b> customer consumption.  |
| 3. Supplier's weighted average price billed is higher than the Company's actual WACOG and <b>calendarized</b> customer consumption exceeds delivered volumes. | 4. Supplier's weighted average price billed is less than the Company's actual WACOG and <b>calendarized</b> customer consumption exceeds delivered volumes. |

**Scenario #1:** Remittance to Supplier will be reduced for volumes delivered in excess of **calendarized** customer consumption at the difference between the Company's actual WACOG and the Supplier's weighted average price.

**Scenario #2:** Remittance to Supplier will be increased for amounts delivered in excess of **calendarized** customer consumption at the difference between the Company's actual WACOG and the Supplier's weighted average price.

**Scenario #3:** Remittance to Supplier will be increased for **calendarized** amounts billed to customers in excess of the volumes delivered at the difference between the Company's actual WACOG and the Supplier's weighted average price.

**Scenario #4:** Remittance to Supplier will be reduced for **calendarized** amounts billed to customers in excess of the volumes delivered at the difference between the Company's actual WACOG and the Supplier's weighted average price.

Continued on Sheet No. F-5.00

Issued: **December 12, 2023**  
By: **Theodore Eidukas**  
VP - Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service  
Commission  
**December 18, 2023**  
Filed by: DW

Effective for Service  
On and After: **January 1, 2024**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **August 30, 2023**  
In Case No: **U-21366**

Continued From Sheet No. F-4.00

**F1. GENERAL PROVISIONS (Contd.)**

- (13) If the Commission or its Staff determines that a Supplier has not complied with the terms and conditions of the Program, The Commission or its Staff shall direct a utility or utilities to suspend the Supplier's Authorized status until the Commission or its Staff determines that necessary changes have been made to comply with the requirements. Failure to make the necessary changes, or further 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.
- (14) For purposes of reconciling amounts owed between the Company and a Supplier, the Company will convert customer consumption from Mcf to MMBtu using daily system-average Btu content by billing cycle.
- (15) **For purposes of reconciling amounts owed between the Company and a Supplier, the Company will use calendarized consumption recorded on a month-by-month basis.**
- (16) 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.
- (17) The Company may disclose, at such times as requested by the Commission or its staff, the gas rates charged to Rate CC customers.
- (18) The Company shall have the authority to issue operational flow orders (OFO's), 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.
- (19) The Company will act as Supplier of last resort under the Program.
- (20) A Supplier must include the Company's required tariff language in all of its contracts.
- (21) 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.
- (22) The Transportation Standards of Conduct, Rules E4.2 and E4.3, shall apply to the GCC program
- (23) The annual load requirement, DDO's, delivery schedules, delivery shortfalls, Failure Fees and annual reconciliations shall apply separately to each Supplier designated Pricing Category.

Continued on Sheet No. F-6.00

Issued: **December 12, 2023**  
By: **Theodore Eidukas**  
VP - Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service Commission
<b>December 18, 2023</b>
Filed by: DW

Effective for Service  
On and After: **January 1, 2024**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **August 30, 2023**  
In Case No: **U-21366**

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## 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 Authorized 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 **on the Small General Service rate.**
- **Medium Commercial means a non-residential customer (business name) with aggregate usage on the Medium General Service rate.**
- Large Commercial means a non-residential customer (business name) with aggregate usage **on the Large General Service rate.**

**Legally Authorized Person** means the 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.

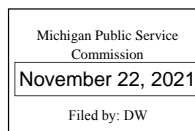
The terms "signature" or "signed" includes electronic signatures as defined in the Michigan Uniform Electronic Transactions Act.

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

- (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's 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.
- (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 any time with a Supplier,

Continued on Sheet No. F-7.00

Issued: **November 17, 2021**  
By: **Theodore Eidukas**  
VP Regulatory Affairs  
Milwaukee, Wisconsin



Effective for Service  
On and After: **January 1, 2022**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **September 9, 2021**  
In Case No: **U-20718**

Continued From Sheet No. F-6.00

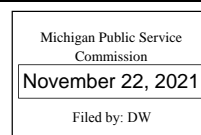
**F2. CUSTOMER PROTECTIONS (Contd.)**

**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.

- (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.
- (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.
  - (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 Section F2, paragraph (8), subparagraph (J).
  - (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, term 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.
- (5)
  - (A) 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.
  - (B) 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.
- (6) Contracts may continue after initial term expiration on a month-to-month basis, cancelable at any time without penalty.

Continued on Sheet No. F-8.00

Issued: **November 17, 2021**  
By: **Theodore Eidukas**  
VP Regulatory Affairs  
Milwaukee, Wisconsin



Effective for Service  
On and After: **January 1, 2022**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **September 9, 2021**  
In Case No: **U-20718**

Continued From Sheet No. F-7.00

**F2. CUSTOMER PROTECTIONS (Contd.)**

- (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.
- (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:
    - (i) 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.
    - (ii) All **Medium and 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.
  - (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 agreement, 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 Gas Utilities' 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

Continued on Sheet No. F-9.00

Issued: **November 17, 2021**  
By: **Theodore Eidukas**  
VP Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service Commission
November 22, 2021
Filed by: DW

Effective for Service  
On and After: **January 1, 2022**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **September 9, 2021**  
In Case No: **U-20718**

Continued From Sheet No. F-8.00

**F2. CUSTOMER PROTECTIONS (Contd.)**

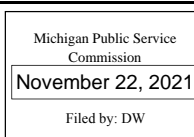
purchased for this commercial account by (new Supplier name) will be delivered through Michigan Gas Utilities' delivery system. The legally authorized person to execute a contract and legally bind the business in this contract, has 30-days after today to cancel this contract for any reason through written or verbal notification to (new Supplier name)."

(iii) **Medium and 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 Gas Utilities' 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."

- (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.
- (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.
- (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.

Continued on Sheet No. F-10.00

Issued: **November 17, 2021**  
By: **Theodore Eidukas**  
VP Regulatory Affairs  
Milwaukee, Wisconsin



Effective for Service  
On and After: **January 1, 2022**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **September 9, 2021**  
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Continued From Sheet No. F-9.00

## F2. CUSTOMER PROTECTIONS (Contd.)

A supplier must distribute a confirmation letter to all commercial customers by certified U.S. mail, verifiable facsimile or verifiable electronic mail within seven (7) days of the customer or legally authorized person signing a contract with the Supplier. The supplier shall be responsible for maintaining records that verify delivery and receipt of the confirmation letter, facsimile or E-mail. The confirmation letter must be sent to the business's principal office. The confirmation letter must include the date the letter was sent, the date the contract was signed, the term of the contract with end date, fixed or variable rate charged, the unconditional cancellation period, if any, any early termination fee, the Supplier's toll-free number, the Commission's toll-free number and any safety-related messages required by the Company. Suppliers must include a good-faith estimate of the Large Commercial customer's early termination fee, identifying the applicable pricing factors and an example of how the fee is calculated.

## F3. SOLICITATION REQUIREMENTS

### 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 Authorized 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) **on the Small General Service rate.**
- **Medium Commercial means a non-residential customer (business name) on the Medium General Service rate.**
- Large Commercial means a non-residential customer (business name) **on the Large General Service rate** with usage of natural gas that is supplied or distributed by a utility for non-residential purposes.

**Legally Authorized Person** means the 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" includes 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.

- (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

Continued on Sheet No. F-11.00

Issued: **November 17, 2021**  
By: **Theodore Eidukas**  
VP Regulatory Affairs  
Milwaukee, Wisconsin

Michigan Public Service Commission
November 22, 2021
Filed by: DW

Effective for Service  
On and After: **January 1, 2022**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **September 9, 2021**  
In Case No: **U-20718**



Continued From Sheet No. F-10.00

### F3. SOLICITATION REQUIREMENTS (Contd.)

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.

(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 Michigan Public Service 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 **or medium commercial office**.
- (F) The Supplier and its agents must comply with truth in advertising in all verbal, written, or electronic statements to the customer.
- (G) A Supplier who is actively marketing and/or enrolling customers in the Company's territory will post to the Commission's gas rate comparison website at MI.gov/CompareMIGas its generally available offers for residential, small commercial customers **and medium commercial customers** per the Terms and Conditions of the AGS licensing application.

(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 Section F2.

### 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 Authorized 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) **on the Small General Service rate**.
- Medium Commercial means a non-residential customer (business name) **on the Medium General Service rate**.
- Large Commercial means a non-residential customer (business name) **on the Large General Service rate** with usage of natural gas that is supplied or distributed by a utility for non-residential purposes.

Continued on Sheet No. F-12.00

Issued: **November 17, 2021**  
By: **Theodore Eidukas**  
VP Regulatory Affairs  
Milwaukee, Wisconsin



Effective for Service  
On and After: **January 1, 2022**  
Issued Under Authority of  
Michigan Public Service Commission  
Dated: **September 9, 2021**  
In Case No: **U-20718**

Continued From Sheet No. F-11.00

**F4. SUPPLIER LICENSING AND CODE OF CONDUCT (Contd.)**

**Legally Authorized Person** means the 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" includes 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.

- (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 or owner's name and type of organization.
  - (B) The Supplier's mailing address.
  - (C) The Supplier's principal place of business address.
  - (D) The Supplier's Michigan office address and toll-free number during normal business hours for customer inquiries 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 matter.
  
- (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-13.00

Issued: October 19, 2009  
By: J. F. Schott  
VP Regulatory Affairs  
Green Bay, Wisconsin

Michigan Public Service Commission
<b>October 28, 2009</b>
Filed _____ 

Effective for Service  
On and After: **November 13, 2009**  
Issued Under Authority of  
Michigan Public Service Commission  
Order Dated: **October 13, 2009**  
In Case No: **U-15929**

Continued From Sheet No. F-12.00

**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.
- (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

Continued on Sheet No. F-14.00

Issued: October 19, 2009  
By: J. F. Schott  
VP Regulatory Affairs  
Green Bay, Wisconsin

Michigan Public Service  
Commission

**October 28, 2009**

Filed 

Effective for Service  
On and After: **November 13, 2009**  
Issued Under Authority of  
Michigan Public Service Commission  
Order Dated: **October 13, 2009**  
In Case No: **U-15929**

Continued From Sheet No. F-13.00

#### F4. SUPPLIER LICENSING AND CODE OF CONDUCT (Contd.)

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) A Supplier who is actively marketing and/or enrolling customers in the Company's territory will post to the Commission's gas rate comparison website at MI.gov/CompareMIGas its generally available offers for residential and small commercial customers per the Terms and Conditions of the AGS licensing application.


#### F5. PROCEDURES FOR COMPLAINTS BETWEEN SUPPLIERS AND THE COMPANY

If the Company receives a verbal complaint from a Supplier related to the 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:

- (1) Complainant will route all formal complaints in writing to:  
  
Michigan Gas Utilities Corporation  
899 S. Telegraph Rd.  
Monroe, MI 48161  
Attention: Manager Regulatory Services
- (2) The Company will acknowledge the receipt of the formal written complaint, in writing, within five (5) working days of receipt by the Company.
- (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.
- (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.
- (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.

Continued on Sheet No. F-14.01

Issued: **September 17, 2014**  
By: D. M. Derricks  
Asst. VP Regulatory Affairs  
Green Bay, Wisconsin

Michigan Public Service Commission
September 16, 2014
Filed _____ 

Effective for Service  
On and After: **September 11, 2014**  
Issued Under Authority of  
Michigan Public Service Commission  
Order Dated: **September 11, 2014**  
In Case No: **U-17580**

Continued From Sheet No. F-14.00

### 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 Authorized Gas Supplier under Section F1, General Provisions. A customer will take service under this Rate commencing with the customer's first full billing month following enrollment.

Continued on Sheet No. F-15.00

Issued: September 17, 2014  
By: D. M. Derricks  
Asst. VP Regulatory Affairs  
Green Bay, Wisconsin

Michigan Public Service Commission
September 16, 2014
Filed _____ 

Effective for Service  
On and After: **September 11, 2014**  
Issued Under Authority of  
Michigan Public Service Commission  
Order Dated: **September 11, 2014**  
In Case No: **U-17580**

Continued From Sheet No. F-14.00

**GAS CUSTOMER CHOICE SERVICE (RATE CC) (Contd.)**

Service is available to all customers without limitation

A Rate CC customer may switch Suppliers at the end of any billing month provided the Company receives sufficient notice in a form acceptable to the Company. A customer may change Suppliers one time in any 12-month period at no cost to the customer. A fee of \$10 will be required for each 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 Rule C5.3(c), Selection of Rate, 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 supplier at any time. A customer who has elected to take service under Rate CC may return to the Company sales rate at anytime, subject to certain rules and conditions, but must remain on the sales rate for 12 months.

A customer may also change from Rate CC to another rate if:

- (1) the customer exercises an unconditional right of cancellation pursuant to Section F2 with the initial Supplier selected by the customer,
- (2) the customer establishes that the customer was enrolled by a Supplier without the customer's knowing consent,
- (3) the Supplier's action forces the customer to the Company's sales service,
- (4) the Supplier selected by the customer defaults under its Authorized Gas Supplier Agreement, or
- (5) the Supplier selected by the customer has its Authorized Supplier status revoked or terminated.

**Nature of Service**

The customer will remain a customer of the Company. The Company will read the meter and render a bill to the customer for the monthly customer charge, distribution charge, **reservation charge**, surcharges, penalties and taxes. The authorized Supplier's cost of gas charges will be billed as part of the Company's bill. Service is subject to all of the Company's "Rules, Regulations and Rate Schedules Governing the Sale or Transportation of Natural Gas" as approved by the Commission. By requesting service on this rate, the customer gives consent to the Company to furnish to the customer's authorized Supplier pertinent customer sales or transportation data.

A Rate CC customer's return to sales service is subject to Rule C2, Controlled Service.

**Monthly Rate**

**Customer Charge Or Service Charge**

As shown on the customer's applicable sales Rate Schedule.

Continued on Sheet No. F-16.00

Issued: **February 1, 2012**  
By: J. F. Schott  
VP Regulatory Affairs  
Green Bay, Wisconsin



Effective for Service On and  
After: **February 1, 2012**  
Issued Under Authority of  
Michigan Public Service Commission  
Order Dated: **January 26, 2012**  
In Case No: **U-16481 et al.**

Continued from Sheet No. F-15.00

**GAS CUSTOMER CHOICE SERVICE (RATE CC) (Contd.)**

**Distribution Charge**

As shown on the customer's applicable sales Rate Schedule.

**Reservation Charge**

**The customer shall pay a Reservation Charge as detailed on tariff sheet No. D-1.00. (Amounts collected by the Company for Reservation Charges shall be reflected as reductions to the GCR Cost of Gas Sold and identified separately on annual reconciliation reports under Rule C9.)**

**Gas Commodity Charge**

The customer's cost of gas will be as communicated to the Company each month by the customer's Authorized Supplier. If a participating customer wishes to obtain gas supply from the Company after twelve or more months under rate CC, the customer shall be subject to the GCR rate. If a participating customer chooses to obtain gas supply from the Company as a result of its chosen Supplier becoming disqualified or terminating its participation, subject to Rule C2, Controlled Service, the customer shall become subject to the higher of a market based rate or the GCR rate for up to three months.

The market-based rate shall consist of the average (most recent 30 days that are available) of the MichCon city gate price as published in *Platt's Gas Daily*.

**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-1.00 **and D-1.01** and is also subject to all charges, terms and conditions set forth in Section F.

**Minimum Charge**

The minimum charge shall be the customer charge included in the rate plus any applicable surcharges.

**Due Date and Late Payment Charge**

The due date of a customer's bill shall be 21 days from the date of mailing. A 2% late payment charge, 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.

Issued: **February 1, 2012**

By: J. F. Schott  
VP Regulatory Affairs  
Green Bay, Wisconsin



Effective for Service On and  
After: **February 1, 2012**  
Issued Under Authority of  
Michigan Public Service Commission  
Order Dated: **January 26, 2012**  
In Case No: **U-16481 et al.**

**STANDARD CUSTOMER FORMS INDEX**

(The Standard Forms are not included at this time. They will be submitted as new forms are adopted by the Company.)

**RESERVED FOR FUTURE USE**

Issued: January 2, 2008  
By J F Schott  
VP Regulatory Affairs  
Green Bay, Wisconsin

Effective for Service  
On and After: October 10, 2007

Michigan Public Service  
Commission

**January 3, 2008**

Filed \_\_\_\_\_  
AL

Issued Under Authority of  
Michigan Public Service Commission  
Dated: October 9, 2007  
In Case No: U-15152